

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

ROBERT XAVIER, individually and on
behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

NEW LEAF COMMUNITY MARKETS,
INC., a California corporation; NEW
SEASONS MARKET, LLC, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 19CV347412

Hon. Patricia M. Lucas

Dept. 3

Action Filed: May 13, 2019

Date of Consolidation: TBD

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

ELEANOR WEISS, as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

NEW LEAF COMMUNITY MARKETS,
INC., a California corporation; NEW
SEASONS MARKET, LLC, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21CV390546

Hon. Patricia M. Lucas

Dept. 3

Action Filed in San Mateo County Superior
Court: September 3, 2020

Action Transferred to Santa Clara County
Superior Court: November 19, 2021

Date of Consolidation: TBD

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and among Plaintiffs Robert Xavier and Eleanor Weiss, individually and on behalf of all others similarly situated, and Defendants New Leaf Community Markets, Inc. and New Seasons Market LLC, and their respective counsel of record, subject to the terms and conditions herein and approval by the Court. This Settlement Agreement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the Released Class Claims, Released PAGA Claims, and other released claims subject to the terms and conditions in this Settlement Agreement.

BACKGROUND

WHEREAS, on or about May 13, 2019, Plaintiff Robert Xavier filed the action entitled *Robert Xavier v. New Leaf Community Markets, Inc.; New Seasons Market, LLC*, Santa Clara County Superior Court, Case No. 19CV347412. This action was filed as a putative class action alleging violations of the California Labor Code by Defendants New Leaf Community Markets, Inc. and New Seasons Market LLC. Xavier also alleged derivative claims under California Business and Professions Code sections 17200, *et seq.* In his Complaint, Xavier sought recovery of allegedly unpaid wages, meal and rest break premiums, expense reimbursements, penalties, interest, and attorneys' fees and costs, among other things.

WHEREAS, on or about December 6, 2019, Plaintiff Xavier and Defendants participated in a mediation of the claims filed by Xavier before the Honorable Judge Raul Ramirez (Ret.). Prior to this mediation, the Parties exchanged informal discovery and data to assess potential liability and damages, as well as the strength of their claims and likelihood of success on a motion for class certification and summary judgment. The mediation was unsuccessful.

WHEREAS, on or about June 29, 2020, Plaintiff Eleanor Weiss filed a written notice with the California Labor and Workforce Development Agency, which was also sent to New Leaf Community Markets, Inc. and New Seasons Market LLC, notifying the California Labor and Workforce Development Agency of alleged violations of the California Labor Code by New Leaf

Community Markets, Inc. and New Seasons Market LLC (LWDA No. LWDA-CM-795072-20). This letter was sent pursuant to California Labor Code sections 2699, *et seq.* The California Labor and Workforce Development Agency did not respond to the notice within the time provided by California Labor Code section 2699.3.

WHEREAS, on or about September 3, 2020, Weiss filed the action entitled *Eleanor Weiss v. New Leaf Community Markets, Inc.; New Seasons Market, LLC*, San Mateo County Superior Court, Case No. 20-CIV-03795. This action was filed as a representative action under the California Private Attorneys General Act alleging violations of the California Labor Code by New Leaf Community Markets, Inc. and New Seasons Market LLC. In her Complaint, Weiss sought the recovery of penalties pursuant to California Labor Code sections 2699, *et seq.* and attorneys' fees and costs, among other things.

WHEREAS, during the litigation of the *Xavier* and *Weiss* matters, the Parties engaged in significant formal discovery and exchanged several thousand pages of documents and data pertaining to New Leaf Community Markets, Inc. and New Seasons Market LLC's current and former employees, including timecard data and payroll data for the relevant periods of time and documents reflecting applicable company policies and practices.

WHEREAS, on or about March 11, 2021, the Parties participated in a second full day of mediation before Lynn Frank. This mediation attempted to resolve the claims alleged in both the *Xavier* and *Weiss* actions. During the mediation, the Parties explored the claims and allegations at issue and Defendants' defenses thereto. The mediation concluded after the close of business on March 11, 2021 without settlement.

WHEREAS, on or about March 12, 2021, Lynn Frank submitted her mediator's proposal for the Parties to consider.

WHEREAS, on or about March 17, 2021, the Parties accepted Lynn Frank's mediator's proposal.

1 WHEREAS, to effectuate the Settlement only, the Parties hereby agreed to transfer the
2 *Weiss* action pending in the San Mateo County Superior Court to the Santa Clara County Superior
3 Court so that it can be consolidated with the *Xavier* action before the Honorable Patricia M. Lucas.

4 WHEREAS, New Leaf Community Markets, Inc. and New Seasons Market LLC deny
5 any liability and wrongdoing of any kind associated with the claims brought by Xavier and Weiss
6 in their respective cases, and further deny that their respective cases are appropriate for class or
7 representative treatment for any purpose other than Settlement. Defendants also contend that they
8 have, among other things, complied at all times with the California Labor Code, the Industrial
9 Welfare Commission Wage Orders, and the California Business and Professions Code. In
10 addition, it is Defendants' position that, if these cases were to be litigated, class certification
11 would be inappropriate and the PAGA claims would be unmanageable as a representative action.

12 WHEREAS, counsel for Plaintiffs and Defendants have conducted a thorough
13 investigation into the facts of the relevant claims, including extensive pre-litigation investigation,
14 and appropriate informal and formal discovery. Based on the formal and informal discovery as
15 well as their own independent investigation and evaluation and experience litigating similar
16 claims, Plaintiffs' counsel is of the opinion that the Settlement with Defendants for the
17 consideration and on the terms in this Settlement Agreement is fair, reasonable and adequate and
18 is in the best interest of the Class Members and PAGA Members.

19 WHEREAS, the Parties recognize that, in the absence of an approved settlement, they
20 would face a long litigation course, including extensive additional discovery, a motion for class
21 certification, motions for summary judgment, and trial and appellate proceedings that would
22 consume time and resources, and present each of them with ongoing litigation risks and
23 uncertainties. The Parties wish to avoid these risks and uncertainties, as well as the consumption
24 of time and resources, through settlement pursuant to the terms and conditions of this Settlement
25 Agreement.

Without any admission of liability, the Parties wish to resolve any and all controversies between or among them as to the relevant issues or generally as hereinafter provided, and for these and the foregoing reasons, the Parties enter into this Agreement as follows:

DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Actions” means the court actions entitled “*Xavier v. New Leaf Community Markets, Inc.; New Seasons Market, LLC*,” Case No. 19CV347412 pending before the Santa Clara County Superior Court and “*Eleanor Weiss v. New Leaf Community Markets, Inc.; New Seasons Market, LLC*,” originally filed in the San Mateo County Superior Court as Case No. 20-CIV-03795.

3. “Class Counsel” means counsel for Plaintiffs Robert Xavier and Eleanor Weiss and the Class Members at Protection Law Group, LLP and Lawyers for Justice, P.C., including Edwin Aiwarzian, Heather Davis, and Amir Nayebdahash.

4. “Class Counsel’s Fees and Costs” means the award of attorneys’ fees, expenses, and costs to be paid to Class Counsel for the services that they have rendered and will render to Plaintiffs, the Class, and PAGA Members in connection with the Actions, which shall be deducted from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, *i.e.*, no more than One Million and Eighty-Five Thousand Dollars (\$1,085,000.00), and the reimbursement of costs and expenses associated with the Actions and settlement of the Actions, not to exceed Seventy-Five Thousand Dollars (\$75,000.00), subject to the Court’s approval. Any requested expenses in excess of Seventy-Five Thousand Dollars (\$75,000.00) shall be deducted from Class Counsel’s Fees and

Costs. Defendants have agreed not to oppose Class Counsel's request for attorneys' fees and reimbursement of costs and expenses in the amounts set forth above.

5. "Class List" means a list of all Class Members and PAGA Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within twenty-one (21) calendar days after entry of the order granting Preliminary Approval. Access to the Class List shall be limited to employees of the Settlement Administrator with a need to use the Class List for administration of the Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's and PAGA Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) Social Security number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the State of California; and (6) any other information required by the Settlement Administrator to effectuate the terms of the Settlement.

6. "Class" or "Class Members" means all current and former hourly-paid, non-exempt employees who worked for Defendants within the State of California at any time during the Class Period.

7. "Class Period" means the period from May 13, 2015 to May 16, 2021.

8. "Class Representatives" means Plaintiffs Robert Xavier and Eleanor Weiss in their capacity as representatives of the Class Members and/or PAGA Members.

9. "Class Representative Enhancement Payment(s)" means the sums that the Court authorizes to be paid to Plaintiffs Robert Xavier and Eleanor Weiss, in addition to their Individual Class Member Settlement Payments and Individual PAGA Member Settlement Payments, in recognition of the efforts and risks that they have taken in assisting with the prosecution of the Actions and obtaining the benefits of the Settlement, and in exchange for the General Releases of their claims as provided herein. The Class Representative Enhancement Payments shall be allocated from the Gross Settlement Amount and shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00) each for Xavier or Weiss.

1 10. “Confidential Materials” means any documents produced by Plaintiffs or
2 Defendants and marked as “CONFIDENTIAL” pursuant to the Parties’ Protective Order signed
3 by the Court and dated March 5, 2020.

4 11. “Court” means the Superior Court of the State of California for the County of
5 Santa Clara.

6 12. “Defendants” means New Leaf Community Markets, Inc. and New Seasons
7 Market LLC.

8 13. “Effective Date” means after all of the following events have occurred: (i) the
9 Court has finally approved the Settlement and Settlement Agreement; (ii) the Court has entered
10 Final Approval and judgment, with continuing jurisdiction limited to enforcing the Settlement
11 Agreement, settlement administration matters, and such post-judgment matters as may be
12 appropriate under court rules or as set forth in this Settlement; and (iii) if any objections have
13 been filed, the time for appeal of the Final Approval has either run without an appeal being filed
14 or any appeal filed (including any requests for rehearing *en banc*, petitions for certiorari, or
15 appellate review) has been finally resolved and the Court’s Final Approval has been upheld.
16 Defendants shall fund the Gross Settlement Amount within fifteen (15) calendar days after the
17 Effective Date.

18 14. “Final Approval” means the Court entering an order granting final approval of the
19 Settlement Agreement.

20 15. “Gross Settlement Amount” means the maximum sum of Three Million and One
21 Hundred Thousand Dollars (\$3,100,000.00), as may be adjusted pursuant to Paragraph 47 of this
22 Agreement, which Defendants shall pay as a result of this Settlement. This amount will not,
23 however, include Defendants’ share of Payroll Taxes. The Gross Settlement Amount is non-
24 reversionary; no portion of the Gross Settlement Amount will return to Defendants.

25 16. “General Release” means the additional release of all known and unknown claims
26 Plaintiffs Robert Xavier and Eleanor Weiss are providing to Defendants in exchange for the
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consideration provided by this Agreement, as provided for herein and as described in Paragraph 76 below.

17. “Individual Class Member Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member. Individual Class Member Settlement Payments shall be paid by a settlement check made payable to Participating Class Members.

18. “Individual PAGA Member Settlement Payment” means the amount payable to each PAGA Member from the employee portion of the PAGA Payment deducted from the Gross Settlement Amount. Individual PAGA Settlement Payments shall be paid by a settlement check made payable to PAGA Members.

19. “National Change of Address Database” means the database maintained by the United States Postal Service containing permanent change-of-address records consisting of the names and addresses of individuals, families and businesses that have filed a change-of-address with the United States Postal Service.

20. “Net Settlement Amount” means the Gross Settlement Amount less: (1) Class Counsel’s Fees and Costs; (2) Class Representative Enhancement Payments to Plaintiffs; (3) Settlement Administration Costs; and (4) the PAGA Payment, as approved by the Court.

21. “Notice” means the Court-approved Notice of Class Action Settlement in a form substantially similar to the one attached hereto as **Exhibit A** which will be mailed to Class Members’ last known addresses and which will provide Class Members with information regarding the Actions and how to opt out or object to the Settlement, in accordance with this Settlement Agreement.

22. “Objection” means a Class Member’s valid and timely written objection to the Settlement. For an Objection to be valid, it must include: (a) the objector’s full name and (b) in clear and concise terms, a written statement of the reasons why the objector believes that the Court should find that the Settlement is not in the best interest of the Class and the reasons why the

1 Settlement should not be approved, including the legal and factual arguments supporting the
2 objection. Plaintiffs shall not be permitted to submit any Objections to the Settlement.

3 23. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
4 (Cal. Lab. Code sections 2698, *et seq.*).

5 24. "PAGA Payment" means the amount of Three Hundred Thousand Dollars
6 (\$300,000.00), which shall be allocated from the Gross Settlement Amount, to pay all applicable
7 penalties under PAGA to the Labor and Workforce Development Agency ("LWDA"), resolving
8 Plaintiff Eleanor Weiss's PAGA claims. Seventy-five percent (75%) of this amount
9 (\$225,000.00) will be paid to the LWDA in accordance with Labor Code sections 2698, *et seq.*,
10 which represents the LWDA's portion of the PAGA Payment. Twenty-five percent (25%) of this
11 amount (\$75,000.00), will be distributed to PAGA Members by the Settlement Administrator,
12 which represents the employee portion of the PAGA Payment. PAGA Members will receive the
13 employee portion of the PAGA Payment regardless of their decision to participate in the class
14 action if the PAGA Payment is approved by the Court, and PAGA Members shall release all of
15 the Released PAGA Claims.

16 25. "PAGA Period" means the period from June 29, 2019 through May 16, 2021.

17 26. "PAGA Members" means all current and former hourly-paid, non-exempt
18 employees who worked for Defendants within the State of California at any time during the
19 PAGA Period.

20 27. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean
21 either Plaintiffs or Defendants, individually.

22 28. "Participating Class Members" means all Class Members who do not submit valid
23 and timely Requests for Exclusion.

24 29. "Payroll Taxes" means Defendants' portion of FICA, FUTA, and all other
25 employer-side state and federal payroll taxes.

30. “Payment Ratio” shall mean the ratio used to determine the employee portion of the PAGA Payment owed to PAGA Members and/or Net Settlement Amount owed to Participating Class Members as applicable.

31. “Plaintiffs” means Robert Xavier and Eleanor Weiss.

32. “Preliminary Approval” means the Court has entered an order granting preliminary approval of the Settlement Agreement, approving the terms and conditions of this Settlement, including the manner of providing notice to Class Members.

33. Qualified Settlement Fund (“QSF”) means the temporary fund established by the Settlement Administrator to hold the Gross Settlement Amount pending distribution pursuant to this Agreement. The QSF is intended to be a qualified settlement fund, pursuant to Internal Revenue Code section 458B and the Treasury Regulations promulgated thereunder.

34. “Released Class Claims” means all claims, debts, rights, demands, liabilities, obligations, penalties, guarantees, costs, expenses, attorneys’ fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts alleged in the Actions against the Released Parties or any of them, for violation of the California Labor Code, the California Business and Professions Code, the Labor Code Private Attorneys General Act of 2004, the applicable Industrial Welfare Commission Wage Orders or any similar federal, state or local law, including, but not limited to, any claims for: (i) failure to pay all wages, including minimum and overtime wages; (ii) failure to provide meal periods or premium compensation in lieu thereof; (iii) failure to provide rest periods or premium compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete and accurate itemized wage statements; (vi) failure to pay all wages owed at discharge or resignation; (vii) failure to timely pay wages within the times permissible under Labor Code section 204 (including claims under any applicable Industrial Welfare Commission Wage Orders); (viii) unfair business practices that were or could have been premised on the claims, causes of action or legal theories

1 of relief described above or any of the claims, causes of action or legal theories of relief asserted
2 in the Actions; (ix) failure to maintain complete and accurate payroll records; and (x) any claims
3 for violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3,
4 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2802(c),
5 as well as claims under California Code of Civil Procedure section 1021.5, at any time during the
6 Class Period.

7 35. “Released PAGA Claims” means all claims for civil penalties, attorneys’ fees, and
8 costs permissible under PAGA which Plaintiff Weiss and/or the PAGA Members had, or may
9 claim to have against the Released Parties based on the facts alleged in either the June 29, 2020
10 letter to the LWDA or pled in the court action entitled *Eleanor Weiss v. New Leaf Community*
11 *Markets, Inc.; New Seasons Market*, including but not limited to: (i) failure to pay all wages,
12 including minimum and overtime wages; (ii) failure to provide meal periods or premium
13 compensation in lieu thereof; (iii) failure to provide rest periods or premium compensation in lieu
14 thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete and
15 accurate itemized wage statements; (vi) failure to pay all wages owed at discharge or resignation;
16 (vii) failure to timely pay wages within the times permissible under Labor Code section 204
17 (including claims under any applicable Industrial Welfare Commission Wage Orders);
18 (viii) failure to maintain complete and accurate payroll records; (ix) failure to provide adequate
19 seating; (x) any violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3,
20 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2698, *et seq.*,
21 2800, 2802; and/or (xi) any applicable violation of Industrial Welfare Commission (“IWC”)
22 Wage Order Nos. 5 and 7 that could have been based on the alleged facts at any time during the
23 PAGA Period.

24 36. “Released Parties” means Defendants New Leaf Community Markets, Inc. and
25 New Seasons Market LLC, and their past, present and/or future, direct and/or indirect, officers,
26 directors, members, managers, employees, agents, principals, heirs, representatives, attorneys,
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1 insurers, partners, investors, shareholders, administrators, parent companies (including without
2 limitation Good Food Holdings, LLC), subsidiaries, affiliates, divisions, predecessors,
3 successors, assigns, and joint venturers.

4 37. "Request for Exclusion" means a valid and timely written statement submitted by
5 a Class Member requesting to be excluded from the class portion of the Settlement. Plaintiffs
6 shall not be permitted to submit any Request for Exclusion. To be effective, a Request for
7 Exclusion must contain (a) the Class Member's name and (b) a clear statement requesting to be
8 excluded from the settlement of the class claims similar to the following: "I wish to exclude
9 myself from the class settlement reached in the matter of *Xavier v. New Leaf Community Markets,*
10 *Inc.; New Seasons Market LLC*. I understand that by excluding myself, I will not receive money
11 from the settlement of my individual claims." To be effective, the Request for Exclusion must be
12 postmarked by the Response Deadline and timely received by the Settlement Administrator. The
13 Request for Exclusion shall not be effective as to the Released PAGA Claims and will not affect
14 any PAGA Member's right to receive the Individual PAGA Member Settlement Payment. Any
15 Class Member who properly requests exclusion will not be entitled to any payment from the class
16 portion of the Settlement and will not be bound as a Participating Class Member or have any right
17 to object, appeal or comment thereon. Class Members who fail to submit a Request for Exclusion
18 shall be bound by all terms of the Settlement and any judgment entered in the Actions if the
19 Settlement is approved by the Court. Any disputes regarding the timeliness, validity or
20 effectiveness of a Request for Exclusion shall be decided by the Settlement Administrator
21 consistent with the terms of this Settlement Agreement, with the Parties' input, if appropriate.
22 The date of the postmark on the mailing envelope for any Request for Exclusion shall be the
23 exclusive means used to determine whether a Request for Exclusion has been timely submitted.

24 38. "Response Deadline" means the date sixty (60) days after the Settlement
25 Administrator first mails the Notice to Class Members and the last date on which Class Members
26 may submit Requests for Exclusion, Objections or Workweek Disputes. In the event that the day
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falls on a Sunday or federal holiday, the Response Deadline will be extended to the next business day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, Objections, or Workweek Disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next business day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Objections.

39. “Settlement” means the disposition of the Actions pursuant to this Agreement.

40. “Settlement Administrator” means ILYM Group, Inc. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

41. “Settlement Administration Costs” means the actual and direct costs payable from the Gross Settlement Amount to the Settlement Administrator reasonably charged for its services in administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming Class Members’ Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Class Member Settlement Payment, calculating each PAGA Member’s Individual PAGA Member Settlement Payment, tax reporting, distributing the Net Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).

42. “Workweek” shall mean any calendar week (*i.e.*, a week beginning on Wednesday and ending on Tuesday) in which a Class Member or PAGA Member worked at least one day.

43. “Workweek Disputes” shall mean any timely challenge by any Class Member or PAGA Member to the Settlement Administrator’s calculation of the number of Workweeks any Class Member or PAGA Member worked during either the Class Period or PAGA Period. Any Workweek Disputes shall be submitted by the Response Deadline.

TERMS OF AGREEMENT

44. Settlement Consideration. Provided that the Court approves the Settlement and the Effective Date occurs, Defendants shall fund the Gross Settlement Amount and the Payroll Taxes within fifteen (15) calendar days after the Effective Date. The Settlement Administrator will disburse the funds in the manner and at the times set forth in this Settlement Agreement. The following will be paid out of the Gross Settlement Amount: (1) the sum of the Individual Class Member Settlement Payments; (2) the Class Representative Enhancement Payments; (3) Class Counsel’s Fees and Costs; (4) the PAGA Payment; and (5) the Settlement Administration Costs, in the manner specified in this Agreement. The PAGA Payment, the Class Representative Enhancement Payments, Class Counsel’s Fees and Costs, and Settlement Administration Costs shall be deducted prior to Individual Class Member Settlement Payments (*i.e.*, prior to any settlement amounts being distributed to Participating Class Members). Except for any Payroll Taxes due on the Individual Class Member Settlement Payments, or as a result of an increase in the Gross Settlement Amount under Paragraph 47, if any, Defendants shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

45. Conditional Class Certification. Solely for the purposes of settling the Actions, Plaintiffs and Defendants conditionally stipulate and agree that the requisites for establishing class certification with respect to the Class have been met, and, therefore, for purposes of effectuating the Settlement, the Parties stipulate to class certification.

46. Transfer/Consolidation. The Parties agree that it would conserve the resources of the Parties and courts to transfer the *Weiss* action pending in the San Mateo County Superior

1 Court to the Santa Clara County Superior Court so that the *Weiss* action can be consolidated with
2 the *Xavier* action for the limited purpose of the settlement approval process. Accordingly, the
3 Parties agree to file, and have filed, a stipulation transferring the *Weiss* action to the Santa Clara
4 County Superior Court so that it can be consolidated with the action filed by Xavier. A signed
5 copy of the Order granting the Parties' stipulation is attached to this Settlement as **Exhibit B**. In
6 the event that the Court declines to grant Final Approval or the Effective Date does not occur, the
7 Parties agree that the Actions should return to the status quo, *i.e.*, that the Actions should not be
8 consolidated and that the venue for the *Weiss* action should be in San Mateo Superior Court.

9 47. Escalator Clause. Defendants represented that as of March 12, 2021, the Class had
10 worked a total of approximately 157,276 Workweeks during the Class Period. If, through May
11 16, 2021, the total number of Workweeks worked by the Class increases by more than ten percent
12 (10%) (*i.e.*, 15,728 Workweeks), then the Gross Settlement Amount shall increase proportionately
13 to the percentage increase in the number of Workweeks above 10%. For example, if, through May
14 16, 2021, the total number of Workweeks worked by the Class increases by eleven percent (11%),
15 the Gross Settlement Amount will increase by one percent (1%). If the total number of
16 Workweeks worked by the Class does not increase by more than ten percent (10%) (*i.e.*, 15,728
17 Workweeks), then the Gross Settlement Amount shall not increase by virtue of this Paragraph.

18 48. Funding of the Gross Settlement Amount. Within fifteen (15) calendar days after
19 the Effective Date, Defendants will deposit the Gross Settlement Amount and the Payroll Taxes
20 into a QSF to be established by the Settlement Administrator. No later than fourteen (14) calendar
21 days after the Effective Date, Defendants shall provide all information necessary for the
22 Settlement Administrator to calculate necessary Payroll Taxes including Defendants' official
23 names, eight-digit state unemployment insurance tax ID numbers, and other information
24 requested by the Settlement Administrator.

25 49. Distribution of the Gross Settlement Amount. Within fourteen (14) calendar days
26 after the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
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1 Individual Class Member Settlement Payments; (b) Individual PAGA Member Settlement
2 Payment; (c) the portion of the PAGA Payment to the Labor and Workforce Development
3 Agency; (d) the Class Representative Enhancement Payments; (e) Class Counsel's Fees and Costs
4 and (f) Settlement Administration Costs.

5 50. Attorneys' Fees and Costs. Defendants agree not to oppose any application or
6 motion by Class Counsel for Class Counsel's Fees and Costs, which will be deducted from the
7 Gross Settlement Amount. Any portion of Class Counsel's Fees and Costs that are not awarded
8 to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to
9 Participating Class Members as provided for in this Agreement. Payment of Class Counsel's Fees
10 and Costs shall constitute full satisfaction of any obligation to pay any amounts to any person,
11 attorney or law firm for attorneys' fees, expenses or costs in the Actions incurred by any attorney
12 on behalf of Plaintiffs, the Class, and/or PAGA Members and shall relieve Defendants and
13 Defendants' counsel of any other claims or liability to any other attorney or law firm for any
14 attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of
15 Plaintiffs, the Class, and/or PAGA Members. Upon receipt of Class Counsel's Fees and Costs,
16 Class Counsel, Plaintiffs, the Class, and PAGA Members will be deemed to have released
17 Defendants from any and all claims for attorneys' fees and costs resulting from the Actions. In
18 the event that the Court reduces or does not approve Class Counsel's Fees and Costs, Plaintiffs
19 and Class Counsel shall not have the right to revoke the Settlement, and the Settlement will remain
20 binding.

21 51. Class Representative Enhancement Payments. Defendants agree not to oppose or
22 object to any application or motion by Plaintiffs for Class Representative Enhancement Payments
23 of Seven Thousand Five Hundred Dollars (\$7,500.00) each. The Class Representative
24 Enhancement Payments are in exchange for the General Release pursuant to Paragraph 76 of the
25 Agreement and for their time, effort and risk in bringing and prosecuting the Actions. Any portion
26 of the requested Class Representative Enhancement Payments that is not awarded to the Class
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Representatives shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided for in this Agreement. In the event that the Court reduces or does not approve the Class Representative Enhancement Payments, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, and the Settlement will remain binding.

52. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as set forth in the Agreement. Settlement Administration Costs shall not exceed Twenty-Five Thousand Dollars (\$25,000.00). The Parties further agree to request that the Settlement Administrator agree to indemnify Defendants for any security breach it suffers or causes relating to the personal information of Class Members or PAGA Members contained in any of the data that Defendants provide to the Settlement Administrator for purposes of settlement administration.

53. PAGA Payment. Three Hundred Thousand Dollars (\$300,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under PAGA as alleged by Plaintiff Weiss. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00), to the LWDA. Seventy-Five Thousand Dollars (\$75,000.00) will be distributed to PAGA Members on a proportionate basis, using the Payment Ratio, based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to participate in the class portion of the Settlement.

54. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Class Member Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	3,100,000.00
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Enhancement Payments:	-	\$	15,000.00
Class Counsel's Fees:	-	\$	1,085,000.00
Class Counsel's Costs:	-	\$	75,000.00
PAGA Payment	-	\$	300,000.00
<u>Settlement Administration Costs:</u>	-	\$	<u>25,000.00</u>
Estimated Net Settlement Amount	=	\$	1,600,000.00

55. Individual Class Member Settlement Payment and Individual PAGA Member Settlement Payment Calculations. Individual Class Member Settlement Payments and Individual PAGA Member Settlement Payments will be paid pursuant to the formulas set forth below:

a) Calculation of Individual Class Member Settlement Payments. The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's share of the Net Settlement Amount, which will equal each Participating Class Member's Individual Class Member Settlement Payment.

b) Calculation of Individual PAGA Member Settlement Payments. The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment (*i.e.*, \$75,000.00) to calculate each PAGA Member's share of the PAGA Payment, *i.e.*, the Individual PAGA Member Settlement Payment. PAGA Members shall receive their Individual

1 PAGA Member Settlement Payment and release the Released PAGA Claims regardless of
2 whether they participate in the class portion of the Settlement.

3 c) Characterization of Taxes on Individual Class Member Settlement
4 Payments. The Individual Class Member Settlement Payments will be allocated as follows:
5 twenty percent (20%) of each Individual Class Member Settlement Payment shall be allocated to
6 the settlement of wages, forty percent (40%) shall be allocated to the settlement of claims for
7 interest, and forty percent (40%) shall be allocated to the settlement of claims for penalties. The
8 portion of the Individual Class Member Settlement Payment allocated to wages will be reported
9 by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will
10 be reported on an IRS Form-1099 by the Settlement Administrator. The entirety of the Individual
11 PAGA Member Settlement Payments will be allocated to the settlement of claims for penalties
12 and will be reported on an IRS Form-1099 by the Settlement Administrator.

13 The Parties agree that the formulas for allocating the Individual Class Member Settlement
14 Payments and the Individual PAGA Member Settlement Payments provided herein are reasonable
15 and that the payments provided herein are designed to provide a fair settlement to such persons,
16 in light of the compensation alleged to be owed to the Class Members and PAGA Members and
17 the calculation of such amounts.

18 56. No Credit Toward Benefit Plans. The Individual Class Member Settlement
19 Payments and Individual PAGA Member Settlement Payments made to Participating Class
20 Members and/or the PAGA Members under this Settlement, respectively, as well as any other
21 payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits
22 under any benefit plans to which any Class Members and/or PAGA Members may be eligible,
23 including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
24 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
25 intention that this Settlement Agreement will not affect any rights, contributions, or amounts to
26 which any Class Members and/or PAGA Members may be entitled to under any benefit plans.

1 No benefit, including but not limited to 401(k) benefits, shall increase or accrue as a result of any
2 payment made as a result of this Settlement.

3 57. Limited Release by Class Members. Upon the complete funding of the Gross
4 Settlement Amount and Payroll Taxes, Participating Class Members will be deemed to have, and
5 by operation of Final Approval, will have, expressly waived and released the Released Parties of
6 the Released Class Claims. Class Members who do not opt out of the Settlement will be bound
7 by a release of the Released Class Claims under California Civil Code section 1542, which
8 provides: "***A general release does not extend to claims that the creditor or releasing party does***
9 ***not know or suspect to exist in his or her favor at the time of executing the release and that, if***
10 ***known by him or her, would have materially affected his or her settlement with the debtor or***
11 ***released party.***" The section 1542 waiver provided for herein releases solely claims against the
12 Released Parties within the definition of Released Class Claims. To be clear, the scope of the
13 section 1542 waiver is limited to the Released Class Claims only. The Individual Class Member
14 Settlement Payments to Participating Class Members will include an endorsement confirming that
15 by cashing the check, the Class Members are releasing the claims covered by the Released Class
16 Claims. The Individual Class Member Settlement Payments shall be paid to Participating Class
17 Members specifically in exchange for the release of the Released Parties from the Released Class
18 Claims and the covenant not to sue concerning the Released Class Claims. Participating Class
19 Members further covenant not to sue any of the Released Parties for any claims covered by this
20 limited release. However, the Court may, in its discretion, strike the Participating Class Members'
21 covenant not to sue without materially affecting this Agreement. Should the Court do so, the
22 Participating Class Members' covenant not to sue shall be null and void without the need to amend
23 this Agreement. Additionally, the Released Class Claims and all other provisions of this
24 Agreement shall be unaffected, and it is the intent of the Parties that the Final Approval entered
25 by the Court shall have full res judicata effect and be final and binding upon Participating Class
26 Members as provided in the Agreement.

1 58. Release by PAGA Members. Upon the complete funding of the Gross Settlement
2 and Payroll Taxes, PAGA Members and the LWDA will be deemed to have, and by operation of
3 Final Approval, will have, expressly waived and released the Released Parties of the Released
4 PAGA Claims. PAGA Members will be bound by a release of claims under California Civil Code
5 section 1542, which provides: “*A general release does not extend to claims that the creditor or*
6 *releasing party does not know or suspect to exist in his or her favor at the time of executing the*
7 *release and that, if known by him or her, would have materially affected his or her settlement*
8 *with the debtor or released party.*” The section 1542 waiver provided for herein releases solely
9 claims against the Released Parties during the PAGA Period for civil penalties under PAGA and
10 only for civil penalties that could have arisen that are based on claims that were alleged in either
11 the PAGA Notice provided to the LWDA and/or the Complaint filed in *Weiss*. To be clear, the
12 scope of the section 1542 waiver is limited to the Released PAGA Claims during the PAGA
13 Period and does not include other civil penalties under PAGA that were not alleged in either the
14 PAGA Notice provided to the LWDA or the operative Complaint filed in *Weiss*. The Individual
15 PAGA Member Settlement Payments to PAGA Members will include an endorsement confirming
16 that by cashing the check, the PAGA Members are releasing the Released Parties of the Released
17 PAGA Claims. The PAGA Members further covenant not to sue any of the Released Parties for
18 any claims covered by this release. However, the Court may, in its discretion, strike the PAGA
19 Members’ covenant not to sue without materially affecting this Agreement. Should the Court do
20 so, the Participating Class Members’ covenant not to sue shall be null and void without the need
21 to amend this Agreement. Additionally, the Released PAGA Claims and all other provisions of
22 this Agreement shall be unaffected, and it is the intent of the Parties that the Final Approval
23 entered by the Court shall have full res judicata effect and be final and binding upon PAGA
24 Members as provided in the Agreement.

25 59. Settlement Administration Process. The Parties agree to cooperate in the
26 administration of the Settlement and to make all reasonable efforts to control and minimize the
27

costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

59(a) Establish and maintain a QSF.

59(b) Calculate the Individual Class Member Settlement Payment and Individual PAGA Member Settlement Payment that each Participating Class Member and PAGA Member is eligible to receive, respectively.

59(c) Calculate the total number of Workweeks during the Class Period and during the PAGA Period.

59(d) Translate the Notice from English to Spanish.

59(e) Print and mail the Notice.

59(f) Conduct additional address searches for mailed Notices that are returned as undeliverable.

59(g) Process Requests for Exclusion, Objections, and Workweek Disputes, and field inquiries from Class Members and PAGA Members.

59(h) Print and issue Individual Class Member Settlement Payments and Individual PAGA Member Settlement Payments, prepare IRS Form W-2 and Form 1099 tax forms and any other filings required by any governmental taxing authority, as appropriate.

59(i) Provide declarations and/or other information to the Court as requested by the Parties and/or the Court.

59(j) Provide weekly status reports to counsel for the Parties.

59(k) Post a notice of final judgment online on the Settlement Administrator's website and remove such posting after a period of ninety (90) days following the distribution of settlement funds.

59(l) Other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.

1 In addition, no person shall have any claim against Defendants, Defendants' counsel,
2 Plaintiffs, the Class, Class Counsel, or the Settlement Administrator based on mailings,
3 distributions and Individual Class Member Settlement Payments and Individual PAGA Member
4 Settlement Payments made in accordance with this Settlement.

5 60. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary
6 Approval, Defendants will provide the Class List to the Settlement Administrator.

7 61. Calculation of Workweeks. No later than ten (10) calendar days after receiving
8 the Class List, the Settlement Administrator will notify the Parties of the number of total
9 Workweeks in the Class Period and PAGA Period. To the extent the Settlement Administrator's
10 calculation of the total Workweeks in the Class Period triggers the increase provided in Paragraph
11 47, then the Parties and the Settlement Administrator will work together to ensure that such
12 calculations and methodologies are accurate and consistent with how Defendants calculated the
13 total number of Workweeks in the Class Period.

14 62. Notice by First-Class U.S. Mail. Within ten (10) calendar days after providing the
15 notice set forth in Paragraph 61 and after the Parties have confirmed the accuracy of the
16 calculation of Workweeks, the Settlement Administrator will mail the Notice to all Class
17 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
18 identified in the Class List. The Parties agree that this procedure for notice provides the best
19 notice practicable to Class Members and fully complies with due process.

20 63. Confirmation of Contact Information in the Class List. Prior to mailing, the
21 Settlement Administrator will perform a search based on the National Change of Address
22 Database for information to update and correct for any known or identifiable address changes.
23 Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response
24 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
25 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice.
26 If no forwarding address is provided, the Settlement Administrator will promptly attempt to
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determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain the current address from the current employee and provide the same within ten (10) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an Objection.

64. Notice. All Class Members will be mailed a Notice in English and Spanish. Each Notice will provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendants during the Class Period and PAGA Period; (e) each Class Member's estimated Individual Class Member Settlement Payment and Individual PAGA Member Settlement Payment, as applicable, and the formula for calculating these payments; (f) the dates which comprise the Class Period and PAGA Period; (g) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections, or Workweek Disputes; (h) the claims to be released, as set forth herein; and (i) the date for the final approval hearing.

65. Disputed Information on Notice. Class Members and PAGA Members will have an opportunity to dispute the information provided in their Notice no later than the Response Deadline. To the extent Class Members and/or PAGA Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Class Member Settlement Payment or Individual PAGA Member Settlement Payment, Class Members and PAGA Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member or PAGA Member produces

evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member and/or PAGA Member. The Parties will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Class Member Settlement Payment and Individual PAGA Member Settlement Payment to which the Class Member and PAGA Member, respectively, may be entitled. If the Parties do not agree, the dispute will be submitted to the Court for resolution.

66. Request for Exclusion Procedures. Any Class Member wishing to opt out from the class action must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of *Xavier v. New Leaf Community Markets, Inc.; New Seasons Market LLC*. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." The date of the postmark will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendants' counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the class action will be bound by all terms of the Settlement Agreement if the Settlement is granted Final Approval. The Request for Exclusion shall not be effective as to the release of the Released PAGA Claims. PAGA Members cannot opt out of the PAGA portion of this Settlement.

67. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion

valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) days after the Settlement Administrator's delivery of a cure letter, to postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective Request for Exclusion, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely and invalid.

68. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member who does not affirmatively opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all its terms, including those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval. Class Members who opt out of the Settlement shall not be bound by such judgment or release. Should the Court require it, the names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiffs and Defendants and noted in the proposed Judgment submitted to the Court. Additionally, both parties agree to keep any disclosed names confidential—outside of publicly filed documents and disclosures required as part of the settlement approval process—and use them for the purpose of this litigation/Settlement only.

69. Objection Procedures. To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. Only Class Members who do not exclude themselves by submitting a Request for Exclusion will be permitted to object to the Settlement. If a Class Member submits both a Request for Exclusion and an Objection, the Request for Exclusion will be valid, while the Objection will be invalid. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the individual's full name and the specific reason including any legal grounds for the Participating Class Member's objection. The postmark date will be deemed the exclusive means for determining whether the Objection is timely. Participating Class Members who fail to object in the manner specified above will be

foreclosed from making a written objection, but they shall still have a right to appear at the final approval hearing and have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any Objections to this Settlement.

70. Certification Reports Regarding Individual Class Member Settlement Payment and Individual PAGA Member Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned and re-mailed; (c) the number of Objections received and the Objections themselves; and (d) whether any Class Member has submitted a challenge to any information contained in the Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or requested.

71. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to Participating Class Members and/or PAGA Members will be negotiable for at least one hundred eighty (180) calendar days after issuance by the Settlement Administrator. If a Participating Class Member or PAGA Member does not cash his or her Individual Class Member Settlement Payment or Individual PAGA Member Settlement Payment within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code sections 1500, *et seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384, as the entire (1) Net Settlement Amount will be paid out to Participating Class Members and (2) employee portion of the PAGA Payment will be paid out to the PAGA Members, whether or not they all cash their

1 settlement checks. Therefore, Defendants will not be required to pay any interest on such amounts.
2 The Individual Class Member Settlement Payments and Individual PAGA Member Settlement
3 Payments provided to Participating Class Members and PAGA Members, respectively, shall
4 prominently state the expiration date or a statement that the settlement check will expire in one
5 hundred eighty (180) days, or alternatively, such a statement may be made in a letter
6 accompanying the Individual Class Member Settlement Payment and/or Individual PAGA
7 Member Settlement Payment. Expired Individual Class Member Settlement Payments and/or
8 Individual PAGA Member Settlement Payments will not be reissued, except for good cause and
9 as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds will result
10 from the Settlement.

11 72. Administration of Taxes by the Settlement Administrator. It shall be the
12 responsibility of the Settlement Administrator to timely and properly withhold from Individual
13 Class Member Settlement Payments payable to Participating Class Members all applicable
14 payroll and employment taxes, but not federal, state, and local income taxes, and to prepare and
15 deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of
16 withholding taxes and informational and other tax return filing to occur. Each Participating Class
17 Member's share of all applicable payroll and employment taxes withheld and deposited with the
18 applicable governmental authorities in accordance with this Settlement shall be a part of, and paid
19 out of, the Individual Class Member Settlement Payment to each Participating Class Member.
20 Each Participating Class Member and PAGA Member will be responsible for paying all
21 applicable state, local, and federal income taxes on all amounts the Participating Class Members
22 and PAGA Members receive pursuant to this Settlement. The Payroll Taxes will be computed by
23 the Settlement Administrator based on the amounts paid to the Participating Class Members, in
24 the manner set forth in Paragraph 55(c).

25 73. Tax Liability. Defendants make no representation as to the tax treatment or legal
26 effect of the payments called for in the Settlement, and Plaintiffs, Participating Class Members,
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1 and PAGA Members are not relying on any statement, representation, or calculation by
2 Defendants or by the Settlement Administrator in this regard. Plaintiffs, Participating Class
3 Members, and PAGA Members understand and agree that they will be solely responsible for the
4 payment of any taxes and penalties assessed on the payments described herein.

5 74. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
6 Paragraph, the “acknowledging party” and each Party to this Agreement other than the
7 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this
8 Agreement, and no written communication or disclosure between or among the Parties or their
9 attorneys and other advisers, is or was intended to be, nor shall any such communication or
10 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
11 States Treasury Department circular 230 (31 C.F.R. part 10, as amended); (2) the acknowledging
12 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
13 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
14 Agreement based upon the recommendation of any other Party or any attorney or adviser to any
15 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
16 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
17 party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects
18 the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such
19 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
20 tax structure of any transaction, including any transaction contemplated by this Agreement.

21 75. No Prior Assignments. The Parties and their respective counsel represent,
22 covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered,
23 or purported to assign, transfer, or encumber to any person or entity any portion of any liability,
24 claim, demand, action, cause of action or right herein released.

1 76. Release of Additional Claims and Rights by Plaintiffs. Upon the funding of the
2 Gross Settlement Amount and the Payroll Taxes, Plaintiffs agree—on behalf of themselves
3 only—to the additional following General Release:

4 In exchange for the consideration set forth in this Settlement Agreement, and the mutual
5 covenants and promises set forth herein, Plaintiffs, for themselves and their respective heirs,
6 successors, and assigns, waive, release, acquit, and forever discharge the Released Parties from
7 any and all claims, actions, charges, complaints, grievances, and causes of action, to the extent
8 permitted by law, of whatever nature, whether known or unknown, that exist or may exist on
9 Plaintiffs' behalf through and including the date of full execution of this Settlement Agreement
10 (*i.e.*, the date that this Settlement Agreement is signed by all of the signatories hereto), including
11 but not limited to any and all tort claims, contract claims, wage claims, wrongful-termination
12 claims, disability claims, benefit claims, public-policy claims, retaliation claims, statutory claims,
13 personal-injury claims, emotional-distress claims, invasion-of-privacy claims, defamation claims,
14 fraud claims, quantum meruit claims, and any and all claims arising under any federal, state, local,
15 or other governmental statute, law, regulation, or ordinance, including but not limited to claims
16 for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of
17 California's Industrial Welfare Commission, other state wage-and-hour laws, the Americans with
18 Disabilities Act, the Employee Retirement Income Security Act, Title VII of the Civil Rights Act
19 of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the
20 Family Medical Leave Act, California's Whistleblower Protection Act, California Business and
21 Professions Code section 17200, *et seq.*, and any and all claims arising under any federal, state,
22 local, or other governmental statute, law, regulation, or ordinance. Plaintiffs hereby expressly
23 waive and relinquish any and all claims, rights, or benefits that each may have under California
24 Civil Code section 1542, which section provides as follows: "***A general release does not extend***
25 ***to claims that the creditor or releasing party does not know or suspect to exist in his or her***
26 ***favor at the time of executing the release and that, if known by him or her, would have***

1 *materially affected his or her settlement with the debtor or released party.*” Plaintiffs may
2 hereafter discover claims or facts in addition to, or different from, those which they now know or
3 believe to exist, but they expressly agree to fully and finally settle and release any and all claims
4 against the Released Parties, known or unknown, suspected or unsuspected, that exist or may exist
5 on behalf of, or against, the other at the time of full execution of this Settlement Agreement (*i.e.*,
6 the date that this Settlement Agreement is signed by all of the signatories hereto), including but
7 not limited to any and all claims relating to, or arising from, Plaintiffs’ employment with
8 Defendants. Plaintiffs further covenant not to sue any of the Released Parties for any claims
9 covered by this General Release. The Parties further acknowledge, understand, and agree that
10 this representation and commitment are essential to the Settlement Agreement.

11 Plaintiffs understand that this Settlement Agreement does not prevent them from filing a
12 charge with or testifying, assisting or otherwise participating in any manner in any investigation,
13 hearing or proceeding conducted by the Equal Employment Opportunity Commission or any
14 federal, state, or local government agency, but Plaintiffs give up all rights to recover or receive
15 damages, money, personal injunctive relief, or other personal benefits as a result of such charge,
16 investigation, hearing, or proceeding.

17 This General Release specifically excludes claims for unemployment insurance,
18 disability, social security, and workers compensation (with the exception of claims arising
19 pursuant to California Labor Code sections 132(a) and 4553).

20 77. Neutral Employment Reference. Defendants agree that they will adopt a neutral
21 reporting policy regarding any future employment references related to Plaintiffs. In the event
22 that any potential or future employers of Plaintiffs request a reference regarding Defendants’
23 employment of Plaintiffs, Defendants shall only provide the requested Plaintiff’s dates of
24 employment, job titles during employment, and final rates of pay. Defendants shall not refer to
25 the Actions or this Settlement.

78. Nullification of Settlement Agreement. If ten percent (10%) or more of Class Members (rounded to the next whole number) submit Requests for Exclusion, then Defendants may, at their sole discretion, elect to reject this Settlement and the Settlement Agreement and all actions taken in furtherance of the Settlement will be thereby null and void *ab initio* and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as withdrawn or vacated by stipulation of the Parties. Defendants must meet and confer with Class Counsel prior to exercising this right. In the event the Settlement is voided per this Paragraph, Defendants shall be responsible for all Settlement Administration Costs then-incurred to the date of rescission. Should the Court fail to approve this Settlement for any reason, the Parties agree that they will return to mediator Lynn Frank, if necessary, to reach a settlement that may be approved by the Court.

79. Preliminary Approval. Plaintiffs will obtain a hearing before the Court as soon as possible to request Preliminary Approval, and the entry of a preliminary approval order for: (a) conditional certification of the Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, and (c) setting a date for a final approval hearing. The preliminary approval order will provide for the Notice to be sent to all Class Members as specified herein.

Upon full execution of this Settlement Agreement, Class Counsel will draft and file a motion for preliminary approval within seventy-five (75) calendar days. Defendants shall not oppose this motion so long as the motion is consistent with the terms of this Agreement. Class Counsel will share their draft for comments by Defendants' counsel with reasonable notice before filing (at least five (5) business days), which Class Counsel shall consider in good faith, but shall not be required to accept. In conjunction with the motion for preliminary approval, Plaintiffs will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as **Exhibit A**, and any other documents necessary to implement the Settlement. To the extent the Parties have any disagreements regarding the form or content of the unopposed

1 motion for preliminary approval, nothing in this Paragraph shall prohibit either Party from
2 notifying the Court of those disagreements.

3 80. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
4 deadlines to postmark Requests for Exclusion, Objections, and/or Workweek Disputes, and with
5 the Court's permission, a final approval hearing will be conducted to determine the Final
6 Approval of the Settlement along with the amounts properly payable for: (a) Individual Class
7 Member Settlement Payments; (b) Individual PAGA Member Settlement Payments; (c) the
8 PAGA Payment to the LWDA; (d) Class Counsel's Fees and Costs; (e) the Class Representative
9 Enhancement Payments; and (f) the Settlement Administration Costs. Class Counsel will be
10 responsible for timely drafting all documents necessary to obtain Final Approval, including the
11 motion for final approval. At least five (5) business days prior to the filing of the motion for final
12 approval, Class Counsel shall provide a draft of the motion to Defendants' counsel for review and
13 comment, which Class Counsel shall consider in good faith, but shall not be required to accept.
14 Defendants agree they shall not oppose the granting of the motion for final approval, provided it
15 is consistent with the terms of this Agreement and Defendants have not exercised their right to
16 rescind pursuant to the terms of this Agreement. To the extent the Parties have any disagreements
17 regarding the form or content of any documents necessary to obtain Final Approval, nothing in
18 this Paragraph shall prohibit either Party from notifying the Court of those disagreements. Class
19 Members may appear at the Final Approval Hearing either in person in the courtroom or by
20 telephone via CourtCall. Class Members who wish to appear by CourtCall should contact Class
21 Counsel at least three days before the hearing, if possible, to arrange a telephonic appearance.
22 Any CourtCall fees for an appearance by an objecting Class Member will be paid by Class
23 Counsel.

24 81. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by
25 the Court or after the final approval hearing, the Parties will present the judgment to the Court for
26 its approval. After entry of the judgment, the Court will have continuing jurisdiction solely for
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1 purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b)
2 settlement administration matters, and (c) such post-judgment matters as may be appropriate
3 under court rules or as set forth in this Settlement.

4 82. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
5 set forth in any attached exhibits, which are incorporated by this reference as though fully set
6 forth herein. Any exhibits to this Settlement are an integral part of the Settlement.

7 83. Entire Agreement. This Settlement Agreement and any attached exhibits constitute
8 the entire agreement between Plaintiffs and Defendants related to the Settlement and transactions
9 contemplated hereby, and all prior or contemporaneous agreements, understandings,
10 representations, and statements, whether oral or written and whether by a Party or such Party's
11 legal counsel, are superseded.

12 84. Amendment or Modification. This Settlement Agreement may be amended or
13 modified only by a written instrument signed by counsel for all Parties or their successors-in-
14 interest.

15 85. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
16 and represent that they are expressly authorized by the Parties whom they represent to negotiate
17 this Settlement Agreement and to take all appropriate action required or permitted to be taken by
18 such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
19 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
20 counsel will cooperate with each other and use their best efforts to implement the Settlement. If
21 the Parties are unable to reach agreement on the form or content of any document needed to
22 implement the Settlement, or on any supplemental provisions that may become necessary to
23 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
24 such disagreement, or mediator Lynn Frank, as needed.

1 86. Binding on Successors and Assigns. This Settlement Agreement will be binding
2 upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors,
3 administrators, successors and assigns.

4 87. California Law Governs. All terms of this Settlement Agreement and exhibits
5 hereto will be governed by and interpreted according to the laws of the State of California.

6 88. Execution and Counterparts. This Settlement Agreement may be executed in
7 counterparts, and when each of the Parties has signed and delivered at least one such counterpart,
8 each counterpart shall be deemed an original, and, when taken together with other signed
9 counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon
10 and effective as to all Parties.

11 89. Acknowledgement That the Settlement Is Fair and Reasonable. The Parties believe
12 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have
13 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
14 litigation, considering all relevant factors, present and potential. The Parties further acknowledge
15 that they are each represented by competent counsel and that they have had an opportunity to
16 consult with their counsel regarding the fairness and reasonableness of this Settlement.

17 90. Destruction of Case Materials. Following the distribution of all settlement funds,
18 and within fourteen (14) days of a written request by Defendants, Class Counsel shall destroy all
19 Confidential Materials produced by Defendants in the Actions, including materials identifying
20 any names, addresses, and other contact and payroll information related to the Class and shall
21 sign a declaration confirming the destruction of all Confidential Materials produced by
22 Defendants in the Actions.

23 Notwithstanding the foregoing, Class Counsel and Defendants' counsel may retain in their
24 possession (a) any privileged attorney work product that summarizes or references Confidential
25 Materials, and (b) archived copies of all pleadings, motion papers, written discovery responses,
26 and other documents and material submitted to the Court that contain Confidential Materials or

1 information derived from the Confidential Materials. However, no materials retained pursuant to
2 this Paragraph can be used in any future lawsuits against Defendants or any other third party or
3 parties.

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

8 92. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
9 class certification for purposes of this Settlement only; except, however, that either Party may
10 appeal any court order that materially changes the Settlement Agreement's terms. A material
11 change will not include the reallocation of funds or the creation of sub-classes.

12 93. Class Action Certification for Settlement Purposes Only. The Parties agree to
13 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
14 Settlement is not approved, the stipulation to certification shall be null and void *ab initio* and shall
15 have no bearing on, and shall not be admissible in connection with, the issue of whether or not
16 certification would be appropriate in a non-settlement context. Defendants expressly reserve their
17 rights and declare that they intend to oppose class certification vigorously should this Settlement
18 not be granted Final Approval. The Parties further agree that certification for purposes of the
19 Settlement is not an admission that class action certification is proper under the standards applied
20 to contested certification motions and that this Agreement will not be admissible in this or any
21 other proceeding as evidence that either: (a) a class action should be certified; or (b) Defendants
22 are liable to Plaintiffs, any PAGA Member, or any Class Member, other than according to the
23 Settlement's terms.

24 94. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
25 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
26 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
27

1 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
2 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
3 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
4 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
5 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
6 as an admission or concession by Defendants of any such violations or failure to comply with any
7 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
8 Agreement and its terms and provisions shall not be offered or received as evidence in any action
9 or proceeding to establish any liability or admission on the part of Defendants or to establish the
10 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
11 local or other applicable law.

12 95. Captions. The captions and paragraph numbers in this Agreement are inserted for
13 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
14 the provisions of this Agreement.

15 96. Waiver. No waiver of any condition or covenant contained in this Settlement
16 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
17 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
18 right or remedy.

19 97. Enforcement Action. In the event that one or more of the Parties institutes any
20 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
21 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
22 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
23 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

24 98. Fees and Costs. The Parties shall each bear their own costs, attorneys' fees,
25 mediator fees, and other fees incurred in connection with this Settlement and in connection with
26 the Actions and Plaintiffs' claims, except as otherwise set forth specifically herein.

1 99. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
2 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
3 strictly against one Party than another merely by virtue of the fact that it may have been prepared
4 by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
5 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

6 100. Representation by Counsel. The Parties acknowledge that they have been
7 represented by competent counsel throughout all negotiations that preceded the execution of this
8 Agreement, that they have had an opportunity to consult with counsel prior to the Agreement's
9 execution, and that this Agreement has been executed with the consent and advice of counsel and
10 reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no
11 liens on the Agreement. The Parties and their counsel are not giving any tax advice in connection
12 with the Settlement or any payments to be made pursuant to the Settlement Agreement. Neither
13 Class Counsel nor Defendants' counsel intend anything contained in this Settlement Agreement
14 to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything
15 in this Settlement Agreement be relied upon as such.

16 101. All Terms Subject to Final Court Approval. All amounts and procedures described
17 in this Settlement Agreement herein will be subject to final court approval.

18 102. No Unalleged Claims. Plaintiffs and Class Counsel represent that, as of the date
19 of execution of this Settlement Agreement, they: (a) have no current intention of asserting any
20 other claims against Defendants or any of the Released Parties in any judicial or administrative
21 forum, and (b) do not currently know of or represent any persons, other than Plaintiffs, and the
22 LWDA, and the class whom they seek to represent, who have expressed any interest in pursuing
23 employment litigation or seeking any recovery against Defendants or any of the Released Parties.
24 Nothing in this Paragraph will be construed as a restraint on the right of any counsel to practice.

25 103. Cooperation and Execution of Necessary Documents. The Parties agree to
26 cooperate to promote participation in the Settlement, and in seeking court approval of the
27

1 Settlement. The Parties and their counsel further agree not to take any action to encourage any
2 Class Members to opt out of and/or object to the Settlement and that the Parties will work in good
3 faith to reach an agreement approved by the Court. Defendants agree not to obtain any settlement
4 agreement waivers or Pick Up Stix agreements from any Class Member prior to the funding of the
5 Gross Settlement Amount concerning claims released via this Agreement, and that the Parties will
6 work in good faith to reach an agreement approved by the Court. Defendants may enter into
7 severance agreements obtained as part of a separation from employment or other agreements
8 obtained in the regular and normal course of business.

9 104. Confidentiality. The Parties and their counsel agree to keep the terms of the
10 Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs,
11 Class Counsel, Defendants and their counsel agree that they will not issue any press releases,
12 initiate any contact with the press, respond to any press inquiry or have any communication with
13 the press about the fact, amount or terms of the Settlement Agreement. Class Counsel also agrees
14 not to post anything on their website regarding the amount or terms of the Settlement Agreement.
15 Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill disclosure
16 obligations reasonably required by law or in furtherance of business purposes, including the
17 fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's
18 communications with the Class Members in furtherance of approval of this Settlement. In
19 addition, and for the limited and sole purpose of allowing Class Counsel to prove adequacy as
20 class counsel in other actions, Class Counsel may (orally and/or in filings to a court) disclose the
21 names of the Parties in this action and the venue/case numbers of the Actions (but not any other
22 settlement details).

23 105. Binding Agreement. The Parties warrant that they understand and have full
24 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
25 fully enforceable and binding on all Parties, and the Parties agree that it will be admissible and
26

1 subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement
2 confidentiality provisions that otherwise might apply under federal or state law.

3 106. No Solicitation Regarding Claims, Objections, Requests of Exclusions, or
4 Appeals. The Parties and their counsel shall not solicit or otherwise encourage Class Members
5 to submit Objections, to submit Requests for Exclusion, or to appeal from the Court's Final
6 Approval.

7 107. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings
8 in the Actions, except such proceedings necessary to implement and complete the Settlement,
9 pending the final approval hearing to be conducted by the Court.

10 108. Plaintiffs' Agreements to Be Bound. By signing this Settlement Agreement,
11 Plaintiffs agree to be bound by the terms herein. If Plaintiffs attempt to object to or exclude
12 themselves from the Settlement, Defendants will have the option at their discretion of rejecting
13 the Settlement in its entirety and Plaintiffs shall be responsible for all Settlement Administration
14 Costs then-incurred to the date of rescission.

15 109. No Pending or Future Lawsuits by Plaintiffs. Other than the Actions, Plaintiffs
16 represent that they do not have any pending lawsuits, administrative complaints, or charges
17 against Defendants or any of the Released Parties in any local, state, or federal court or
18 administrative agency. Plaintiffs further acknowledge that all claims raised therein, if any, shall
19 be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Final
20 Approval.

21 110. Notice of Settlement to the LWDA. Plaintiffs shall submit this Settlement
22 Agreement and proposed settlement to the LWDA as required by Labor Code section 2699(1)(2)
23 at the same time that it is submitted to the Court for preliminary approval.

24 //

25 //

26 //

IN WITNESS WHEREOF, this Settlement Agreement is executed by the Parties and their
duly authorized attorneys as of the day and year herein set forth.

Dated: _____

PLAINTIFF

By: _____

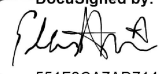
Robert Xavier

Dated: 11/23/2021

PLAINTIFF

By: _____

Eleanor Weiss

DocuSigned by:

554F2CA7AD71412...

Dated: 11/23/2021

PROTECTION LAW GROUP, LLP

By: _____

Heather Davis, Esq.
Attorneys for Plaintiffs



Dated: 11/24/2021

LAWYERS FOR JUSTICE, P.C.

By: _____

Edwin Aiwasian, Esq.
Attorneys for Plaintiffs

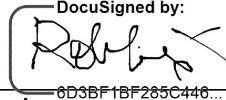


IN WITNESS WHEREOF, this Settlement Agreement is executed by the Parties and their
duly authorized attorneys as of the day and year herein set forth.

Dated: 11/23/2021

PLAINTIFF

By: _____

DocuSigned by:

6D3BF16F285C446...

Robert Xavier

Dated: _____

PLAINTIFF

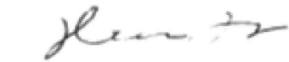
By: _____

Eleanor Weiss

Dated: 11/23/2021

PROTECTION LAW GROUP, LLP

By: _____


Heather Davis, Esq.
Attorneys for Plaintiffs

Dated: _____

LAWYERS FOR JUSTICE, P.C.

By: _____

Edwin Aiwanian, Esq.
Attorneys for Plaintiffs

1 Dated: 12/2/2021

DEFENDANT
NEW LEAF COMMUNITY MARKETS, INC.

2
3 By: 
4
5 Name: Denica E. Anderson
6 Title: Chief Legal Officer

7 Dated: 12/2/2021

DEFENDANT
NEW SEASONS MARKET LLC

8
9 By: 
10 Name: Denica E. Anderson
11 Title: Chief Legal Officer
12

13 Dated: 12/3/2021

STOEL RIVES, LLP

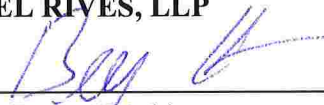
14 By: 
15 Bryan Hawkins
16 Attorneys for Defendants
17
18
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Exhibit A

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To Class Members: All current and former hourly-paid, non-exempt employees who worked for Defendants New Leaf Community Markets, Inc. and/or New Seasons Market LLC (“Defendants”) within the State of California at any time during the period between May 13, 2015, and May 16, 2021 (the “Class Period”).

To PAGA Members: All current and former hourly-paid, non-exempt employees who worked for Defendants within the State of California at any time during the period from June 29, 2019, through May 16, 2021 (the “PAGA Period”).

1. What is this Settlement about?

Plaintiff Robert Xavier (“Plaintiff”) filed a lawsuit against New Leaf Community Markets, Inc. and New Seasons Market LLC (“Defendants”). This lawsuit was originally filed on May 13, 2019, and it is currently pending in the Santa Clara County Superior Court, Case No. 19CV347412 (the “*Xavier* Action”).

In the *Xavier* Action, Plaintiff claims that Defendants violated sections of the California Labor Code and California Business and Professions Code entitling Class Members to, among other things, damages, penalties, and restitution. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices.

A proposed settlement (the “Settlement”) has been reached between Plaintiff and Defendants in the *Xavier* Action on behalf of the following individuals: All current and former hourly-paid, non-exempt employees who worked for New Seasons Market LLC and/or New Leaf Community Markets, Inc. within the State of California at any time during the period from May 13, 2015, to May 16, 2021 (the “Class” or “Class Member(s)”).

In addition to resolving the *Xavier* Action, the Settlement also resolves a lawsuit filed on September 3, 2020, by Eleanor Weiss, which was originally filed in the San Mateo County Superior Court, Case No. 20-CIV-03795 but has been transferred to the Santa Clara County Superior Court, Case No. _____ (the “*Weiss* Action”). The *Weiss* Action similarly claims that Defendants violated the California Labor Code but requests penalties pursuant to the California Private Attorneys General Act (California Labor Code section 2698 *et seq.*) (the “PAGA”). In addition to resolving the *Xavier* Action, the Settlement will also resolve the *Weiss* Action on behalf of the following individuals: All current and former hourly-paid, non-exempt employees who worked for New Seasons Market LLC and/or New Leaf Community Markets, Inc. in the State of California during all or part of the period from June 29, 2019, to May 16, 2021 (the “PAGA Member(s)”).

Judge Patricia M. Lucas of the Superior Court of the State of California, County of Santa Clara (the “Court”) has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement

only. You have received this notice because Defendants' records indicate that you are a Class Member and/or a PAGA Member. This notice is designed to provide you with a brief description of the *Xavier* Action and *Weiss* Action (collectively, the "Actions"), inform you of the terms of the Settlement, and discuss your rights and options in connection with the Actions and Settlement, including how you can object to the Settlement or elect not to participate in the Settlement. Unless you submit a timely and valid request for exclusion, if the Settlement is finally approved by the Court, it will be binding on you.

2. What is a class action?

In a class action, one or more people (the "Class Representative(s)") sue on behalf of people who appear to have similar claims. All these people are referred to here as "Class Members." In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the class. The Santa Clara County Superior Court is currently presiding over the lawsuit filed by Robert Xavier, which was filed as a class action.

3. Why is there a settlement?

The Court has not decided in favor of Plaintiff Robert Xavier, Plaintiff Eleanor Weiss, or Defendants. Instead, both sides agreed to the Settlement. On [DATE OF PRELIMINARY APPROVAL], the Court granted preliminary approval of the Settlement, appointed Plaintiff Robert Xavier as the Class Representative, and appointed his attorneys at Protection Law Group, LLP and Lawyers for Justice, P.C. as counsel for the Class ("Class Counsel"). The Class Representative and Class Counsel believe that the Settlement is best for the Class.

Notwithstanding the Settlement, Defendants deny any and all alleged violations in the Actions, and also deny that they owe Robert Xavier, Eleanor Weiss, the Class Members, or the PAGA Members any damages or remedies. The Court has not made a ruling on the merits of either lawsuit, and nothing in the Settlement is intended or will be construed as an admission by Defendants that Plaintiffs' claims in the Actions have any merit or that Defendants have any liability to Robert Xavier, Eleanor Weiss, the Class Members, or the PAGA Members. To the contrary, Defendants deny any and all such liability and are reaching this Settlement due to the costs and uncertainties associated with prolonged litigation.

4. How do I know if I am part of the Settlement?

You are part of the Settlement if you worked for Defendants as an hourly-paid, non-exempt employee in the State of California at any time between May 13, 2015, and May 16, 2021.

5. What does the Settlement provide?

Subject to the Court's final approval, the Settlement provides that Defendants will pay a maximum of Three Million One Hundred Thousand Dollars (\$3,100,000.00) ("Gross Settlement Amount"), plus Defendants' portion of FICA, FUTA, and all other state and federal payroll taxes. The Gross Settlement Amount will fund all payments made under the Settlement, including all costs and attorneys' fees for Class Counsel but excluding Defendant's agreed-upon portion of payroll taxes.

The "Net Settlement Amount" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the

release of the Released Class Claims. The amounts payable to PAGA Members is deducted from the Gross Settlement Amount, as stated below. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (all of which are subject to final Court approval):

- A. **Class Counsel's Fees and Costs.** This amount means the award of attorneys' fees, expenses, and costs to be paid to Class Counsel for the services that they have rendered and will render to Plaintiffs, the Class, and PAGA Members in connection with the Actions. Class Counsel will request attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, *i.e.*, no more than One Million and Eighty-Five Thousand Dollars (\$1,085,000.00), and the reimbursement of costs and expenses associated with the Actions and settlement of the Actions, not to exceed Seventy-Five Thousand Dollars (\$75,000.00), subject to the Court's approval;
- B. **Class Representative Enhancement Payments to Plaintiff Xavier as the Class Representative in the Xavier Action and to Plaintiff Weiss as the Representative for the PAGA Members in the Weiss Action** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) each;
- C. **Settlement Administration Costs** which will not exceed the amount of Twenty-Five Thousand Dollars (\$25,000.00); and
- D. **"PAGA Payment"** in the amount of Three Hundred Thousand Dollars (\$300,000.00) for the settlement of claims arising under the PAGA. Seventy-Five percent (75%) of this amount (\$225,000.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) (\$75,000.00) will be distributed to the PAGA Members. PAGA Members will receive the employee portion of the PAGA Payment regardless of their decision to participate in the class action if the PAGA Payment is approved by the Court, and PAGA Members shall release all of the Released PAGA Claims.

The amount you are eligible to receive from the settlement of the *Xavier* Action, your "Individual Class Member Settlement Payment," and the amount you are eligible to receive from the settlement of the *Weiss* Action, your "Individual PAGA Member Settlement Payment," will be determined on a *pro rata* basis, based on the number of workweeks you worked in California as an hourly-paid, non-exempt employee of Defendants. "Workweek" means any calendar week (beginning on Wednesday and ending on Tuesday) in which you worked at least one day. For the Individual Class Member Settlement Payment, the amount you receive will be calculated on a *pro rata* basis based on the number of workweeks you worked between May 13, 2015, and May 16, 2021 (the Class Period). For the Individual PAGA Member Settlement Payment, the amount you receive will be calculated on a *pro rata* basis based on the number of workweeks you worked between June 29, 2019, and May 16, 2021 (the PAGA Period).

Your Individual Class Member Settlement Payment and, if eligible, Individual PAGA Member Settlement Payment, represent both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Member Settlement Payment, if any, will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The wage portion of the Individual Class Member Settlement Payment will be subject to withholding for employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Class Member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099. Your Individual PAGA Member Settlement Payment, if any, will be allocated to penalties and will be reported on an IRS Form 1099.

The Individual Class Member Settlement Payments and Individual PAGA Member Settlement Payments will be paid after final Court approval of the Settlement, entry of final judgments in both the *Xavier* Action and the *Weiss* Action, and exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the terms of the Settlement with respect to the payments to be made under the Settlement or the scope of the releases made under the Settlement, then the Settlement will become null and void.

6. How can I get a payment? What is the amount of my payment?

You do not have to do anything to qualify for your Individual Class Member Settlement Payment or your Individual PAGA Member Settlement Payment, if any. The Court has appointed ILYM Group, Inc. to act as an independent Settlement Administrator for purposes of administering this Settlement.

You worked XXX workweeks during the Class Period and XXX workweeks during the PAGA Period. Your Individual Class Member Settlement Payment is \$XXX.XX and your Individual PAGA Member Settlement Payment is \$XXX.XX. This amount is an estimate and is subject to change depending on the payments approved by the Court and other potential factors.

This amount was determined based on Defendants' records of your employment and it is presumed correct. If you dispute the accuracy of Defendants' records as to the number of weeks worked during the Class Period or PAGA Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the parties or if the parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

ILYM Group, Inc.
14751 Plaza Drive, Ste J
Tustin, CA 92780
Phone 888.250.6810

7. What am I giving up if I do not request to be excluded from the Settlement?

The Released Class Claims

Upon the complete funding of the Gross Settlement Amount and Defendants' agreed-upon share of payroll taxes, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the Released Parties from the Released Class Claims for the Class Period.

The "Released Parties" include Defendants and any of their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies (including, without limitation, Good Food Holdings, LLC), subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, debts, rights, demands, liabilities, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, actions, or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts alleged in the *Xavier* Action or *Weiss* Action against the Released Parties or any of

them, for violation of the California Labor Code, the California Business and Professions Code, the Labor Code Private Attorneys General Act of 2004, the applicable Industrial Welfare Commission Wage Orders, or any similar federal, state, or local law, including, but not limited to, any claims for: (i) failure to pay all wages, including minimum and overtime wages; (ii) failure to provide meal periods or premium compensation in lieu thereof; (iii) failure to provide rest periods or premium compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete and accurate itemized wage statements; (vi) failure to pay all wages owed at discharge or resignation; (vii) failure to timely pay wages within the times permissible under Labor Code section 204 (including claims under any applicable Industrial Welfare Commission Wage Orders); (viii) unfair business practices that were or could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief asserted in the Actions; (ix) failure to maintain complete and accurate payroll records; and (x) any claims for violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2802(c), as well as claims under California Code of Civil Procedure section 1021.5, at any time during the Class Period.

The Released Class Claims include all such claims, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Actions. Thus, if you participate in the Settlement, those claims will remain released and forever barred to the extent that they were alleged or reasonably could have been alleged based on the facts alleged in the Actions. Therefore, Participating Class Members who do not submit a timely and valid request for exclusion, expressly waive and relinquish the provisions, rights, and benefits of California Civil Code section 1542, with respect to the Released Class Claims only, which reads:

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

The “Class Period” during which the release of Released Class Claims pertains is from May 13, 2015, to May 16, 2021.

The Released PAGA Claims

Upon the complete funding of the Gross Settlement Amount and Defendants’ agreed-upon share of payroll taxes, in exchange for the consideration set forth by the Settlement, all PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Released PAGA Claims with respect to all of the Released Parties irrespective of whether they submit a request for exclusion.

The “Released Parties” include Defendants and any of their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies (including, without limitation, Good Food Holdings, LLC), subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The “Released PAGA Claims” means all claims for civil penalties, attorneys’ fees, and costs permissible under the PAGA which the PAGA Members had, or may claim to have based on the facts alleged in the Weiss Action against the Released Parties or any of them, including arising out of the violations alleged in either the Weiss Action or the June 29, 2020 letter to the LWDA or that reasonably could have been alleged, whether known or

unknown, including but not limited to: (i) failure to pay all wages, including minimum and overtime wages; (ii) failure to provide meal periods or premium compensation in lieu thereof; (iii) failure to provide rest periods or premium compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete and accurate itemized wage statements; (vi) failure to pay all wages owed at discharge or resignation; (vii) failure to timely pay wages within the times permissible under Labor Code section 204 (including claims under any applicable Industrial Welfare Commission Wage Orders); (viii) failure to maintain complete and accurate payroll records; (ix) failure to provide adequate seating; (x) any violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2698, *et seq.*, 2800, 2802; and/or (xi) any applicable violation of Industrial Welfare Commission (“IWC”) Wage Order Nos. 5 and 7 that could have been based on the alleged facts at any time during the PAGA Period.

The Released PAGA Claims include all such claims, whether known or unknown, that are based on the facts alleged in either the June 29, 2020, letter to the LWDA or pled in the *Weiss* Action. Thus, those claims will remain released and forever barred to the extent that they are based on the facts alleged in either the June 29, 2020, letter to the LWDA or pled in the *Weiss* Action. Therefore, PAGA Members expressly waive and relinquish the provisions, rights, and benefits of California Civil Code section 1542, with respect to the Released PAGA Claims only, which reads:

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

The “PAGA Period” during which the release of Released PAGA Claims pertains is from June 29, 2019, to May 16, 2021.

8. How can I not participate in the Settlement?

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims (other than those which arise under the PAGA), then you must submit a request for exclusion in conformity with the requirements set forth below. If you exclude yourself, you will not receive payment from the Net Settlement Amount, i.e., your Individual Class Member Settlement Payment. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment, i.e., your Individual PAGA Member Settlement Payment, because the request for exclusion does not apply to this claim.

To exclude yourself from the release of Released Class Claims, you must submit a written request for exclusion, which must be signed by you. You must include your name, and a clear statement that you do not wish to be included in this action similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Xavier v. New Leaf Community Markets, Inc.; New Seasons Market LLC*. I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone or email.

ILYM Group, Inc.
14751 Plaza Drive, Ste J
Tustin, CA 92780

If you ask to be excluded, you will not receive an Individual Class Member Settlement Payment and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims (except for Released PAGA Claims that arise under the PAGA). However, any PAGA Member, regardless of whether the PAGA Member has submitted a request for exclusion, will be deemed to have released the Released PAGA Claims against Defendants and the other Released Parties described above, and will be bound by the Settlement in that regard and will receive an Individual PAGA Member Settlement Payment.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion in the manner and by the deadline specified above, you give up the right to sue Defendants and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately. Regardless of whether you submit a request for exclusion you will, however, be deemed to have released the Released PAGA Claims against Defendants and the other Released Parties described above and will be bound by the Settlement in that regard and will receive an Individual PAGA Member Settlement Payment.

10. If I exclude myself, can I get money from this Settlement?

No, except if you worked between June 29, 2019, and May 16, 2021, in which case you will still receive money for the Released PAGA Claims that arise under the PAGA (the Individual PAGA Member Settlement Payment). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Released Parties for Released Class Claims (except for Released PAGA Claims that arise under the PAGA).

11. Who are the lawyers in this case?

The Court has approved PROTECTION LAW GROUP, LLP and LAWYERS FOR JUSTICE P.C. as Class Counsel. Those firms' contact information is:

Lawyers for Justice, P.C.
Edwin Aiwazian, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

Protection Law Group LLP
Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$1,085,000.00 and reimbursement of litigation costs/expenses of up to \$75,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

You will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

12. How do I communicate to the court any concerns I have about the Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]:

ILYM Group, Inc.
14751 Plaza Drive, Ste J
Tustin, CA 92780

Your objection must be signed by you and include your full name, and in clear and concise terms, a written statement of the reasons why you believe that the Court should find that the Settlement is not in the best interest of the Class and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection. The objection should include the case names and numbers: “Robert Xavier v. New Leaf Community Markets, Inc.; New Seasons Market LLC, Santa Clara County Superior Court, Case No. 19CV347412” and “Eleanor Weiss v. New Leaf Community Markets, Inc.; New Seasons Market LLC, Santa Clara County Superior Court, Case No.))_____.”

You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

If the Court overrules your objection, you will be bound by the terms of the Settlement and, if you are eligible, you will receive an Individual Class Member Settlement Payment and/or Individual PAGA Member Settlement Payment.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class.

Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

PAGA Members cannot object to the release of the Released PAGA Claims or opt out of the PAGA portion of the Settlement.

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

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”).

The Court will hold the Final Approval Hearing at _____ a.m./p.m. on [_____, 2022], in Department 3 of the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, California 95113.

Class Members may appear at the Final Approval Hearing either in person in the courtroom or by telephone via CourtCall. Class Members who wish to appear by CourtCall should contact Class Counsel at least three days before the hearing, if possible, to arrange a telephonic appearance. Any CourtCall fees for an appearance by an objecting Class Member will be paid by Class Counsel.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

16. How will I learn if the Settlement was approved?

If the Settlement is approved at the Final Approval Hearing, a notice of final judgment will be posted on the Settlement Administrator's website located at www.ilymgroup.com and will be available there for 90 days after posting.

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement and you will release the Released Class Claims and Released PAGA Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or Released Parties about the Released Class Claims or Released PAGA Claims, ever again. Your Individual Class Member Settlement Payment and/or Individual PAGA Member Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check(s) within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is on file with the Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. First Street, San Jose, California 95113-1090. You may also access the Settlement Agreement through the Court's online docket system at https://www.sccscourt.org/online_services/case_info.shtml; or you may contact the Settlement Administrator or Class Counsel.

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of your Individual Class Member Settlement Payment and/or Individual PAGA Member Settlement Payment, if any, or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

ILYM Group, Inc.
14751 Plaza Drive, Ste J
Tustin, CA 92780
Phone 888.250.6810
Fax 888.845.6185

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO
THE CLERK OF THE COURT OR THE JUDGE.**

**QUESTIONS ABOUT THE SETTLEMENT SHOULD BE ADDRESSED TO THE SETTLEMENT
ADMINISTRATOR OR TO CLASS COUNSEL.**