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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF ALAMEDA**

18 RUBY GARRISON, an individual, residing in
19 Fresno County, California, and on behalf of all
others similarly situated,

20 Plaintiff,

21 v.

22 STREETDELIVERY.COM, INC., a
23 Massachusetts Corporation; and DOES 1
through 50, inclusive,

24 Defendants.
25
26
27
28

Case No. RG20068186

**JOINT STIPULATION OF CLASS
ACTION AND COLLECTIVE ACTION
SETTLEMENT AND RELEASE**

1 **I. INTRODUCTION**

2 1. This Joint Stipulation of Class Action and Collective Action Settlement and Release
3 (hereinafter “Settlement Agreement” or “Agreement”) is made and entered into by and between the
4 following Parties: Plaintiff Ruby Garrison (collectively “Plaintiff”), individually and on behalf of all
5 others similarly situated, and Defendant StreetDelivery.com, Inc. (“StreetDelivery” or “Defendant”),
6 and their respective counsel of record. This Settlement Agreement is subject to the terms and conditions
7 set forth below and to the approval of the Court. This Settlement Agreement supersedes any and all
8 prior memoranda of understanding and sets forth the Parties’ class action settlement, collective action
9 settlement and Private Attorneys General Act Settlement (“PAGA”), as detailed below, of all claims
10 that were asserted or could have been asserted based on the facts alleged in, and relating to, the Action
11 (as defined below).

12 **II. DEFINITIONS**

- 13 1. “Plaintiff” or “Class Representative” means Ruby Garrison.
- 14 2. “Defendant” means StreetDelivery.com, Inc.
- 15 3. “Parties” means Plaintiff and Defendant.
- 16 4. “Settlement Class” and “Settlement Class Members” shall mean all current and former
17 employees of Defendant who were employed as hourly, non-exempt employees in California at any
18 time from July 16, 2016, through the date of preliminary approval (the “Class Period”).
- 19 5. “PAGA Recipient(s)” means all current and former employees of Defendant who were
20 employed as hourly, non-exempt employees in California at any time from June 12, 2019, through the
21 date of preliminary approval (the “PAGA Period”).
- 22 6. “Class Counsel” means Sutton Hague Law Corporation, P.C., 5200 N. Palm Avenue,
23 Suite 2013, Fresno, California 93704.
- 24 7. “Defendant’s Counsel” means Procopio, Cory, Hargreaves & Savitch LLP, 525 B
25 Street, Suite 2200, San Diego, CA 92101.
- 26 8. “Notice of Settlement” or “Notice” means the Notice of Class Action and PAGA
27 Settlement in form to be approved by the Court, and attached hereto as **Exhibit A**.
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1 9. “Notice Packet” means the documents to be mailed to the Settlement Class and PAGA
2 Recipients following preliminary approval, consisting of both the Notice of Settlement (**Exhibit A**)
3 and Exclusion Form (**Exhibit B**).

4 10. “Class Period” means the time period from July 16, 2016, through the date of
5 preliminary approval.

6 11. “PAGA Period” means the time period from June 12, 2019, through the date of
7 preliminary approval.

8 12. “Court” shall mean the Superior Court of the State of California, County of Alameda.

9 13. “Action” or shall mean *Garrison v. StreetDelivery.com, Inc.*, filed Superior Court of the
10 State of California, County of Alameda and designated as Case No. RG20068186.

11 14. “Effective Date” means the later of: (a) the date of entry of the order granting final
12 approval of the Settlement, if no objection to the Settlement is submitted, (b) the date on which the
13 time for all appeals from objections to the Settlement has passed, if one or more objections to the
14 Settlement are filed, and (c) if an appeal is taken, the date on which any reviewing court issues a
15 decision, the time for further appeal has expired, the final judgment of such appellate court or courts is
16 no longer subject to any further appellate challenge or procedure, and the trial court re-acquires
17 jurisdiction and renders any decision approving the Settlement as final.

18 15. “Final Approval Date” means the date on which the Court enters an order approving
19 the Settlement, after having determined that the Settlement is fair, adequate, and reasonable to the Class
20 as a whole, following: (i) notice to the Class; (ii) an opportunity to submit timely objections and/or opt
21 out of the Settlement; and (iii) a hearing on the fairness of the terms of the Settlement.

22 16. “Final Approval Hearing” shall mean the final hearing held to determine the fairness,
23 reasonableness, and adequacy of the Settlement, at which time the Court will enter its order granting
24 final approval of the Settlement.

25 17. “Gross Settlement Amount” or “GSA” means the gross amount of One Hundred and
26 Fifty Thousand Dollars (\$150,000.00) that Defendant shall be obligated to pay under this Settlement.
27 The Gross Settlement Amount shall not be inclusive of employer’s share of payroll taxes due to be paid
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on any portions of Individual Class Settlement Shares that are designated as wages. These employer-side payroll taxes shall be paid in addition to the GSA.

18. “PAGA Settlement Amount” means Fifteen Thousand Dollars (\$15,000.00), deducted from the Gross Settlement Amount and allocated to penalties pursuant to PAGA and to be which will be distributed as follows: 75% to the Labor and Workforce Development Agency (“LWDA”) and 25% to PAGA Recipients.

19. The “LWDA Payment” means 75% of the PAGA Settlement Amount that will be distributed to the LWDA.

20. “Work Weeks” means the number of weeks worked by Class Members during the Class Period and by PAGA Recipients during the PAGA period.

21. “Individual PAGA Settlement Amount” means the pro rata share of the PAGA Settlement Amount that each PAGA Recipient is eligible to receive.

22. “Individual Class Settlement Amount” means the pro rata share of the Net Settlement Amount that each Class Member is eligible to receive and is to be calculated in accordance with paragraph 53.

23. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount minus service awards to Plaintiff (“Class Representative Service Awards”), awarded attorneys’ fees and litigation costs/expenses to Class Counsel (“Class Counsel Fees and Costs Award”), the PAGA Settlement Amount, and the third-party administrator’s fees and expenses to administer the settlement (“Settlement Administration Fees and Expenses”).

24. “Released Parties” means StreetDelivery.com, Inc., and its respective parents, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future owners, officers, directors and employees) predecessors, successors, and assigns, and their officers, directors, employees, shareholders, and members.

25. “Response Deadline” means the date that is forty-five (45) calendar days after the Class Notice is first mailed to Settlement Class Members, which is the deadline for Settlement Class Members to object to the Settlement, exclude themselves from the Settlement, or submit challenges to

1 their estimated Individual Class Settlement Amounts. In the event the Class Notice is re-mailed to a
2 Settlement Class Member, the Response Deadline for any such Settlement Class Member shall be
3 extended by fifteen (15) calendar days, i.e., to the date that is sixty (60) calendars days following the
4 date of the first mailing.

5 26. “First Amended Complaint” means the First Amended Class Action Complaint filed in
6 the Action on or about September 24, 2020.

7 27. “Settlement Administrator” means the third-party administrator that is jointly selected
8 by the parties and approved by the Court, who will be responsible for administration of the Settlement
9 and related matters. The parties agree to designate either Simpluris, Inc., ILYM Group, Inc., or Phoenix
10 Settlement Administrators as the Settlement Administrator, based on an evaluation of the bids received.

11 **III. LITIGATION BACKGROUND**

12 28. On July 16, 2020, Plaintiff filed a class action complaint against Defendant in the
13 Alameda County Superior Court, Case No. RG20068186. The Complaint alleged the following
14 violations of the California Labor Code against Defendant: (1) failure to pay all minimum wages; (2)
15 failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit
16 rest periods; (5) failure to issue accurate wage statements; (6) failure to pay all wages due at the time
17 of termination of employment; (7) failure to reimburse business-related expenses; and (8) failure to
18 provide personnel records, on behalf of hourly non-exempt employees in California. Plaintiff’s
19 complaint alleged violation of California’s Unfair Competition Law, on behalf of hourly non-exempt
20 employees in California. Plaintiff’s complaint also alleged failure to pay overtime wages in violation
21 of the Fair Labor Standards Act, on behalf of hourly non-exempt employees employed by Defendant
22 during the Class Period in any state (the “FLSA Claims”).

23 29. On September 24, 2020, Plaintiff filed her First Amended Complaint against Defendant
24 in the Lawsuit, which added the following causes of action against Defendant pursuant to PAGA: (1)
25 failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide meal
26 periods; (4) failure to authorize and permit rest periods; (5) failure to issue accurate wage statements;
27 (6) failure to pay wages due and payable twice each calendar month; (7) failure to pay wages due upon
28 demand; (8) failure to pay all wages due at the time of termination of employment; (9) failure to

1 maintain adequate and accurate payroll records; (10) failure to provide notice of pay; (11) failure to
2 reimburse business-related expenses; and (12) failure to provide paid sick leave and/or written notice
3 of accrued paid sick leave, on behalf of hourly non-exempt employees in California.

4 30. The Parties met and conferred regarding the case on multiple occasions, participated in
5 written discovery, and ultimately agreed to attend a mediation. Prior to the mediation, Defendant
6 provided a sample of class-wide data, documents, and information permitting Plaintiff and her lawyers
7 to fully evaluate class-wide and PAGA exposure.

8 31. On August 23, 2022, the parties participated in a full-day mediation with respected wage
9 and hour mediator, Scott Markus, Esq. Although the Parties did not reach a settlement at mediation,
10 the Parties continued negotiations informally post-mediation which resulted in the settlement that is
11 reflected in this Agreement. The settlement terms agreed upon herein were reached through arms-
12 length negotiations by the Parties.

13 32. It is the desire of the Parties to fully, finally, and forever settle, compromise, resolve,
14 and discharge any and all claims, rights, demands, liabilities and causes of action of every nature and
15 description that were asserted or could have been asserted based on the facts alleged in, and relating to
16 the Action, except for the FLSA claims asserted by Plaintiff on behalf of employees of Defendant
17 employed in any state other than California which shall be dismissed without prejudice pursuant to this
18 Settlement Agreement.

19 33. Defendant has denied and continues to deny each of the claims and contentions alleged
20 by Plaintiff in the Action. Defendant has repeatedly asserted and continues to assert defenses thereto,
21 and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of
22 the facts or conduct alleged in the Action. Neither this Agreement nor any document referred to or
23 contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as, or may
24 be used as an admission, concession or indication by or against Defendant of any fault, wrongdoing or
25 liability whatsoever.

26 34. NOW, THEREFORE, in consideration of the mutual covenants, promises, and
27 warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:
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1 **IV. APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

2 35. The Parties will cooperate in seeking approval of the Settlement described in this
3 Agreement, and, to that end, shall prepare a Motion for Approval of Settlement in the Action. The
4 Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings
5 reasonably necessary to be prepared or filed, including responding to challenges by any third parties,
6 and shall take all steps that may be requested by the Court relating to the approval and implementation
7 of the Settlement described in this Agreement.

8 36. The Plaintiff will file a Motion for Approval of Settlement and for an Order approving
9 this Agreement, which will include approval of the amount from the Settlement Fund to be allocated
10 for payment of attorneys' fees and expenses to Class Counsel. If the Court does not grant the request
11 for approval and issue the Final Order, under the specific terms requested, the Parties agree to meet
12 and confer to address the Court's concerns and determine whether resolution of the Action can be
13 obtained in a manner consistent with the Court's concerns. But, under no circumstances may a modified
14 settlement be entered by the Court without a written agreement signed by all Parties.

15 37. The Parties enter into this Settlement Agreement on a conditional basis. This Agreement
16 is expressly contingent upon the Court's approval of this Settlement and the terms and material
17 conditions of this Agreement. If Court approval is not given and the Final Order is not entered, under
18 the specific terms requested, this entire Agreement shall automatically be deemed null and void, shall
19 be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

20 38. Should the Court not approve the Settlement, the Parties agree that the litigation will
21 continue in this Action.

22 39. Plaintiff shall submit a copy of the Motion for Approval of Settlement, Judgment in this
23 Action, and a copy of any other order providing for or denying an award of civil penalties within 10
24 days after entry of the Judgment and/or order to the LWDA, in compliance with section 2699(1)(3) of
25 the California Labor Code.
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1 **V. TERMS OF SETTLEMENT**

2 **A. Certification.**

3 40. The Settlement Class may be preliminarily and conditionally certified as a class action
4 pursuant to Cal. Rules of Court, Rule 3.769, for the purposes of the relief provided in this Settlement
5 Agreement only. If for any reason the Settlement is not approved, the class certification will have no
6 force or effect and will be immediately revoked. The Parties further agree that class certification for
7 purposes of the Settlement is in no way an admission that class certification is proper under the more
8 stringent standards applied for litigation purposes and that this Settlement will not be admissible in this
9 or any other proceeding as evidence that (i) any class should be certified as Plaintiff proposed, or (ii)
10 Defendant is liable to Plaintiff or the Settlement Class as Plaintiff alleged.

11 **B. Settlement Payments**

12 41. **Gross Settlement Amount.** The GSA shall not exceed or be less than the aggregate
13 sum of \$150,000.00. The GSA shall constitute adequate consideration for the Agreement and will be
14 made in full and final settlement of: (a) the PAGA Settlement Amount, including the LWDA Payment;
15 (b) the Released Claims, (c) the Class Counsel Fees and Expenses; (d) the Service Award; (e) the
16 aggregate of all Individual Class Settlement Amounts; (f) the Settlement Administrator Fees and Costs;
17 (g) the *Cy Pres* Amount, if any; and (h) any other obligation of Defendant under this Agreement. In
18 addition to the GSA, Defendant shall separately pay to the appropriate agency its share of all applicable
19 payroll taxes on amounts treated as wages.

20 42. **Service Award for the Class Representative.** The Class Representative may petition
21 the Court to approve a Service Award to compensate her for her risk incurred in efforts on behalf of
22 the Settlement Class in this Action, including assisting in the investigation, participating in discovery,
23 and consulting with Class Counsel regarding all aspects of the litigation and settlement.

24 43. The Service Award shall not exceed Ten Thousand Dollars (\$10,000.00). Defendant
25 shall not oppose any request by the Class Representative seeking such Service Award. Any Service
26 Award approved by the Court shall be paid to the Class Representative from the GSA and shall be in
27 addition to any distribution to which they may otherwise be entitled as a Settlement Class Member.
28 Such Service Award shall not be considered wages, and the Settlement Administrator shall issue the

1 Class Representative a Form 1099-MISC reflecting such payment. The Class Representative shall be
2 responsible for the payment of any and all taxes with respect to her Service Award and shall hold
3 Defendant Releasees harmless from any and all liability with regard thereto.

4 44. **Payment to Settlement Class Members.** Each Settlement Class Member shall be
5 eligible to receive payment of the Individual Class Settlement Amount, which is a share of the Net
6 Settlement Amount based on the distribution formula set forth in paragraph 53 below.

7 45. Each Settlement Class Member, including the Class Representative, shall be responsible
8 for the payment of any and all taxes with respect to their Individual Class Settlement Amount, except
9 for Defendant's share of any applicable payroll taxes on amounts treated as wages. Defendant shall
10 have no responsibility for deciding the validity of the Individual Class Settlement Amounts or any other
11 payments made pursuant to this Settlement, shall not be involved in or have responsibility for the
12 determination or payment of taxes and required withholdings, if any, and shall have no liability for any
13 errors made with respect to the calculation of any Individual Class Settlement Amounts.

14 46. Settlement Class Members shall be solely responsible for any and all tax obligations
15 associated with their respective Individual Class Settlement Amounts. All Individual Class Settlement
16 Amounts shall be deemed to be paid to Settlement Class Members solely in the year in which such
17 payments are actually received by the Settlement Class Members. It is the intent of this Agreement that
18 the Individual Class Settlement Amounts are the sole payments to be made to the Settlement Class
19 Members, and that the Settlement Class Members are not entitled to any new or additional
20 compensation or benefits as a result of having received the Individual Class Settlement Amount.

21 47. **Class Counsel Fees and Expenses.** As part of the motion for final approval of the
22 Settlement or a separate Motion, Class Counsel may submit an application for an award of Class
23 Counsel Fees and Expenses not to exceed one-third of the GSA or Fifty Thousand Dollars (\$50,000.00),
24 plus litigation expenses not to exceed Twelve Thousand Dollars (\$12,000.00). Defendant agrees not to
25 object to any such fee, cost or expense application in these amounts. As a condition of this Agreement,
26 Class Counsel has agreed to pursue fees and expenses only in the manner reflected by this Section.
27 Any Class Counsel Fees and Expenses awarded by the Court shall be paid from the GSA and shall not
28 constitute payment to any Settlement Class Members. If Class Counsel fees are reduced by the Court

1 and Class Counsel Fees and Expenses is less than set forth above, the amount of the reduction ordered
2 by the Court will be added to the Net Settlement Fund and shall not revert to Defendant.

3 48. **PAGA Settlement Amount.** A portion of the Settlement Fund shall be allocated for
4 the settlement and release of any and all claims for civil penalties that could have been made under the
5 California Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”) by the PAGA
6 Recipients in this Action. The Parties agree that \$15,000.00 shall be allocated to this portion of the
7 release. Seventy-five percent (75%) of the PAGA Settlement Amount will be paid to the LWDA and
8 the remaining twenty-five percent (25%) will be distributed to the PAGA Recipients as described in
9 paragraph 52, below. This division, and distribution to the LWDA is made pursuant to California Labor
10 Code § 2699. The parties acknowledge that that the Agreement must be approved by the Court and
11 Plaintiff will provide a copy of the Agreement to the LWDA at the time the Agreement is submitted to
12 the Court for approval.

13 49. **Payment to PAGA Recipients.** Each PAGA Recipient shall be eligible to receive
14 payment of the Individual Class Settlement Amount, which is a share of the Net Settlement Amount
15 based on the distribution formula set forth in paragraph 52.

16 50. **Settlement Administrator Fees and Costs.** The parties agree to designate either
17 Simpluris, Inc., ILYM Group, Inc., or Phoenix Settlement Administrators as the Settlement
18 Administrator, based on an evaluation of the bids received from each. From the GSA, the fees and costs
19 payable to the Settlement Administrator to effectuate the administration of the settlement are not to
20 exceed Ten Thousand Dollars (\$10,000.00). If, and to the extent that, the fees charged by the Settlement
21 Administrator are less than \$10,000.00, the balance will be added to the Net Settlement Fund and shall
22 not revert to Defendant.

23 51. As set out below, the Parties will employ the Settlement Administrator to administer the
24 sending of the Notice Packet, to the Settlement Class Members and PAGA Recipients, the receipt of
25 disputes, requests for exclusion, and objections to the settlement, if any, from Settlement Class
26 Members, the mailing of checks for the appropriate portion of the Net Settlement Fund to Settlement
27 Class Members and PAGA Recipients and the handling of any residual funds as set forth herein. All
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costs of this administration process, including fees of the Settlement Administrator, shall be paid from the GSA and subject to billing by the Settlement Administrator and approval by Class Counsel.

52. The Settlement Administrator shall determine each PAGA Recipient's final *pro rata* portion of the PAGA Settlement Amount as follows:

a. First, the Seventy-five percent (75%) of the PAGA Settlement Amount will be paid to the LWDA and the remaining twenty-five percent (25%) will be distributed to the PAGA Recipients;

b. Second, the Settlement Administrator shall divide the portion payable to PAGA Recipients by the total number of weeks worked by all PAGA Recipients during the PAGA Period according to Defendant's records to calculate a value per pay period.

c. Third, for each PAGA Recipient, the Settlement Administrator shall multiply the value per week times the number of Work Weeks the Settlement Administrator determines that such PAGA Recipient was employed in California during the PAGA Period. The resulting figure will be that PAGA Recipient's *pro rata* share of the PAGA Settlement Amount.

53. The Settlement Administrator shall determine each Settlement Class Member's estimated and final *pro rata* portion of the Net Settlement Amount as follows:

a. First, the Settlement Administrator shall divide the Net Settlement Amount by the total number of weeks worked by Settlement Class Members according to Defendant's records. This calculation shall calculate a value per week.

b. Second, for each Settlement Class Member, the Settlement Administrator shall multiply the value per week times the number of weeks the Settlement Administrator determines that such Settlement Class Member was employed during the Class Period. The resulting figure will be that Settlement Class Member's estimated *pro rata* share of the Net Settlement Amount.

c. Third, the Settlement Administrator shall consider and finally resolve any challenges to the information used to calculate the estimated or final amounts due to any Settlement Class Member who makes such a challenge, according to procedures determined by the Settlement Administrator.

1 d. Fourth, after resolving any challenges, the Settlement Administrator shall
2 determine each Eligible Settlement Class Member's "Individual Payment Amount" (their final *pro rata*
3 portion of the Net Settlement Fund) by repeating steps (a) – (b), above, using the workweek and
4 workweek value figures resulting from the challenge process.

5 54. Defendant shall transfer the settlement funds to the Settlement Administrator as follows:

6 a. Deposit 1: No later than fourteen (14) calendar days after the date on which the
7 Court grants final approval of the Settlement, Defendant shall deposit the money to fund \$40,000 of
8 the GSA;

9 b. Deposits 2-10: Defendant shall make nine (9) consecutive monthly payments to
10 the Settlement Administrator in the amount of \$12,222.00 each for Deposits 2 through 9 and
11 \$12,224.00 for Deposit 10, totaling \$110,000.00 (the "Monthly Deposits"). The Monthly Deposits shall
12 be due on the last day of each calendar month, starting in the month after Deposit 1 is made and
13 continuing each consecutive month thereafter.

14 55. Within twenty (20) days of receiving the final Monthly Deposit from Defendant, the
15 Settlement Administrator shall transmit all required payments identified in this Agreement to Class
16 Members, PAGA Recipients, Plaintiff and Class Counsel.

17 56. In the event Defendant fails to timely make one or more of the installment payments
18 described in Paragraph 54, above, the following procedure shall be followed to enforce the terms of
19 the Settlement Agreement:

20 a. Plaintiff's counsel will notify Defendant's counsel, by email, of the default;
21 b. Defendant will have five (5) business days to cure the default payment;
22 c. If Defendant fails to cure the default within the 5-day cure period, Plaintiff shall
23 also have the immediate right to seek enforcement of the Settlement Agreement against Defendant by
24 filing the Stipulated Judgement, attached hereto as **Exhibit C**, in the amount of Two Hundred Thousand
25 Dollars (\$200,000.00) less any amounts already deposited by Defendant with the Settlement
26 Administrator. Any amounts collected from Defendant in the enforcement of the Stipulated Judgment
27 shall be disbursed on a *pro-rata* basis to all recipients identified in this Agreement, except that any
28 disbursements in excess of the amounts specifically approved by the Court in its Order granting final

1 approval of the Settlement (e.g., to cover additional attorneys' fees incurred in enforcing the Settlement
2 or additional costs of administration) must be approved by the Court on a motion by Plaintiff.

3 57. Settlement Class Members will receive checks totaling their *pro rata* portion of the Net
4 Settlement Amount to which such Settlement Class Members are entitled under paragraph 53 of this
5 Agreement. The payment will be made with a single check to minimize administrative costs and
6 potential unintended tax consequences that could occur if the Settlement Class Members payments are
7 made in installments or in separate calendar years. The Settlement Administrator will issue the
8 Individual Class Settlement Amounts to Settlement Class Members following the final Monthly
9 Deposit identified above in paragraph 54(b), above, and shall make lawfully required withholdings
10 from such payments.

11 a. On the back of each check that is issued to California Settlement Class Members,
12 the following language shall appear that will constitute an agreement that they have been paid in full
13 for any and all FLSA and California wage and hour claims they might have had against Defendant:
14 "By endorsing this check, I am providing opt-in consent to release all FLSA claims covered by the
15 Settlement in addition to the release of all claims covered by the Settlement."

16 b. The Settlement Administrator will use reasonable means to attempt to locate
17 current contact information for any Settlement Class Members whose checks are returned as
18 undeliverable or who do not cash their checks, so that it may resend checks to any updated addresses.

19 c. Checks will carry an expiration date of 180 days after issuance.

20 58. All payments made to Settlement Class Members will be allocated as follows: ten
21 percent (10%) of the Individual Payment Amounts will be allocated to wages (Reported on W-2),
22 ninety percent (90%) of the Individual Payment Amounts will be allocated to interest and penalties,
23 from which no taxes will be withheld, from which no taxes will be withheld (Reported on 1099-MISC).
24 The Settlement Administrator will issue to each Settlement Class Member the Internal Revenue Service
25 form(s) identified herein.

26 59. Settlement Class Members shall be solely responsible for the reporting and payment of
27 the employee/Settlement Class Member's portion of any federal, state, and/or local income or other tax
28 and any other withholdings, if any, on the payments made pursuant to this Settlement Agreement. It is

1 understood and agreed that neither Defendant, Defendant's counsel, Plaintiff, nor Plaintiff's Counsel
2 makes or has made any representations as to the taxability of any portions of the payments made to the
3 Settlement Class Members, the impact of receipt of these payments on any prior tax filings made by
4 Settlement Class Members or the payment of any costs or award of attorneys' fees, or any payments to
5 the Class Representatives. The Notice of Settlement will advise Settlement Class Members to seek their
6 own tax advice prior to acting in response to that Notice, and the Class Representatives and Class
7 Counsel agree that Settlement Class Members will have an adequate opportunity to seek tax advice
8 prior to acting in response to the Notice of Settlement. Settlement Class Members shall not be
9 responsible for payment of the employer's share of any tax liabilities, if any, that the IRS, California
10 Franchise Tax Board, or other regulatory agency or court may determine are owed by Defendant.

11 **C. Objections.**

12 60. Settlement Class Members who wish to object to this settlement must do so in writing
13 and sign any objection submitted. Written objections must state the basis for the objection and be filed
14 with the Court on or before the Response Deadline, or other date ordered by the Court. Settlement
15 Class members shall be permitted to withdraw their objections in writing by submitting a withdrawal
16 statement to the Court not later than three (3) business days prior to the Court's final approval hearing,
17 or as otherwise ordered by the Court.

18 **D. Opt-Outs.**

19 61. Any Settlement Class Member who wishes to request exclusion from the Class
20 Settlement, shall notify the Settlement Administrator in writing that he or she wants to be excluded by
21 submitting the Exclusion Form attached hereto as Exhibit B. The Exclusion Form must be postmarked
22 on or before the Response Deadline, or by other date ordered by the Court. Settlement Class Members
23 shall be permitted to rescind their Exclusion Forms in writing by submitting a rescission statement to
24 the Settlement Administrator not later than three (3) business days prior to the Court's final approval
25 hearing, or as otherwise ordered by the Court.

26 **E. No Objection or Opt-Out for PAGA Recipients.**

27 62. Because this settlement resolves claims and actions brought pursuant to PAGA by
28 Plaintiff acting as a proxy and as a Private Attorney General of and for the State of California and the

1 LWDA, the Parties agree that no PAGA Recipient has the right to exclude himself or herself from the
2 PAGA portion of this Settlement. PAGA Recipients will be bound by the terms of the PAGA portion
3 of this Settlement, upon its approval by the Court, regardless of whether they cash any Individual
4 PAGA Settlement Share received as a result of this Settlement. The Parties also agree that no PAGA
5 Recipient has the right to object to the terms of the PAGA portion of this Settlement.

6 **F. Release.**

7 63. It is agreed by and between the Parties that the Class Representative and the Settlement
8 Class Members will release claims against Defendant, subject to the terms and conditions set forth in
9 this Settlement Agreement (including paragraphs 85 through 89, below) and Court approval of this
10 Settlement Agreement.

11 **VI. DUTIES OF SETTLEMENT ADMINISTRATOR**

12 64. The actions of the Settlement Administrator shall be governed by the terms of the
13 Settlement Agreement. Defendant or its counsel may provide relevant information needed by the
14 Settlement Administrator per this Settlement Agreement and engage in related communications with
15 the Settlement Administrator upon notice and with copies to Class Counsel, but without notice or copies
16 to any Settlement Class Member or the Court. Class Counsel may provide relevant information needed
17 by the Settlement Administrator per this Settlement Agreement upon notice and with copies to
18 Defendant's counsel, but without notice or copies to any Settlement Class Member, or the Court.

19 65. The Settlement Administrator shall be responsible for: (a) preliminarily estimating the
20 amounts of the awards due to the Settlement Class Members and PAGA Recipients, as provided for in
21 this Agreement and communicating those amounts to the Parties' counsel; (b) preparing and mailing
22 the Notice Packet as provided for herein, to the Settlement Class Members and PAGA Recipients,
23 including taking appropriate steps to trace and locate any missing individuals; (c) receiving and
24 independently reviewing and resolving any challenges, and associated documentation, from the
25 Settlement Class regarding the number of weeks worked as an Settlement Class Member during the
26 Class Period; (d) receiving and serving upon the Parties' counsel, written objections and Exclusion
27 Forms and any withdrawals or rescissions thereof; (e) determining the final amounts of awards due to
28 the Settlement Class Members after resolution of any challenges, and communicating those amounts

1 to the Parties' counsel; (f) depositing the Settlement Fund in an appropriate account; (g) establishing
2 and administering a Qualified Settlement Fund for this account; (h) issuing checks to Settlement Class
3 Members and PAGA Recipients and making all other payments required by this Agreement; (i)
4 establishing a toll-free telephone line and responding to inquiries and requests for assistance from the
5 Settlement Class Members; (j) providing declarations to the Parties' counsel and the Court regarding
6 the completion of the tasks identified in this paragraph; (k) perform all applicable tax reporting for the
7 settlement; (l) handling the residual funds and transmitting such funds to the *cy pres* recipient; and (m)
8 carrying out other related tasks in accordance with the terms of this Settlement Agreement.

9
10 66. All disputes relating to the Settlement Administrator's performance of its duties shall
11 be referred to the Court, which, except as otherwise provided herein, shall have continuing jurisdiction
12 over the terms and conditions of this Settlement Agreement. The Parties shall first meet and confer in
13 good faith and attempt to resolve any disputes prior to raising any such issue with the Court.

14 **VII. NOTICE TO THE CLASS MEMBERS**

15 67. A Notice of Class Action and PAGA Settlement ("Notice of Settlement") in the form
16 attached hereto as **Exhibit A** and approved by the Court shall be sent by the Settlement Administrator
17 to all Settlement Class Members and PAGA Recipients by first class mail within twenty (20) days of
18 the Court's order granting preliminary approval, or other date ordered by the Court. Enclosed with the
19 Notice of Settlement will be an Exclusion Form, in the form attached hereto as **Exhibit B**. The Notice
20 of Settlement and the Exclusion Form are collectively referred to as the "Notice Packet." The exterior
21 of the mailing envelope for the Notice Packet will include the following description of the Settlement
22 Administrator as part of the return address: "STREETDELIVERY.COM, INC. CLASS
23 ACTION/PAGA ADMINISTRATOR."

24 68. Within ten (10) business days of the Court's granting preliminary approval of the
25 Settlement Agreement, Defendant shall email to the Settlement Administrator the following
26 information for all Settlement Class Members and PAGA Recipients: Settlement Class Members' and
27 PAGA Recipients' social security numbers or ITIN, last known addresses and telephone numbers, and
28 dates worked as Settlement Class Member and pay periods as a PAGA Recipient. Defendant shall
provide this information in a format acceptable to the Settlement Administrator consistent with its

1 technical capabilities. This information is to be treated as private and confidential, and to be used only
2 to carry out the Settlement Administrator's duties as specified in this Agreement. Defendant shall also
3 provide this Settlement Class information to Class Counsel, except that the social security numbers
4 will not be shared with Class Counsel.

5 69. Prior to mailing the Notice Packet, the Settlement Administrator will update the
6 addresses for the Settlement Class Members using the results of the National Change of Address
7 database prior to mailing class notice.

8 70. In the event that, subsequent to the first mailing of a Notice Packet and prior to the
9 deadline for response, the Notice Packet is returned to the Settlement Administrator by the United
10 States Postal Service with a forwarding address for the recipient, the Settlement Administrator shall re-
11 mail the Notice Packet to that address, that Notice will be deemed mailed at that point, and the
12 forwarding address shall be deemed the updated address for that Settlement Class Member. In the event
13 that, subsequent to the first mailing of a Notice of Settlement, that Notice Packet is returned to the
14 Settlement Administrator by the United States Postal Service because the address of the recipient is no
15 longer valid, the Settlement Administrator shall perform a standard skip trace in an effort to attempt to
16 ascertain the current address of the Settlement Class Member or PAGA Recipient, and, if such an
17 address is ascertained, the Settlement Administrator will re-send the Notice Packet within five (5) days
18 of receiving such information. If no updated address is obtained for that Settlement Class Member or
19 PAGA Recipient, the Notice Packet shall be not be sent again.

20 71. Class Counsel shall provide the Court, at least five (5) days prior to the final approval
21 and fairness hearing or as otherwise ordered by the Court, with a declaration by the Settlement
22 Administrator of due diligence and proof of mailing of the Notice Packet.

23 **VIII. COMPUTATION OF SETTLEMENT SHARES AND DISTRIBUTION OF NET**
24 **SETTLEMENT FUND**

25 72. Each Class Notice mailed to the Settlement Class Members will identify (1) the number
26 of compensable Work Weeks, calculated as specified in paragraph 53 above, that Defendant's records
27 indicate the individual worked as a Settlement Class Member during the Class Period, (2) a preliminary
28 estimate of each Settlement Class Member's *pro rata* share of the Net Settlement Fund, and (3) a

1 preliminary estimate of each PAGA Recipient's *pro rata* share of the PAGA Settlement Amount. The
2 estimated Individual Class Settlement Amounts are subject to adjustment based on objections, disputes
3 regarding the number of Work Weeks indicated in the Class Notice, and requests for exclusion. No
4 objections, Work Week disputes, or requests for exclusion with respect to the Individual PAGA
5 Settlement Amounts will be accepted.

6 73. The Settlement Class Members will have the right to dispute only the number of Work
7 Weeks by mailing, faxing, or e-mailing information and supporting documents directly to the
8 Settlement Administrator with evidence to substantiate the dispute. No disputes will be considered
9 unless postmarked on or before the Response Deadline or other date ordered by the Court.

10 74. The Settlement Administrator will certify jointly to Class Counsel and counsel for
11 Defendant any Work Week disputes that were timely filed, and the outcomes thereof.

12 75. Work Week disputes will be resolved without hearing by the Settlement Administrator,
13 who will decide based on Defendant's records and evidence or documentation presented by the
14 claimant. The Settlement Administrator's determination is final and binding without a right of appeal.

15 76. The Settlement Administrator shall (a) date-stamp all original requests for exclusion
16 that it receives; (b) serve copies on the Parties' counsel no later than five (5) business days after receipt,
17 or immediately upon receipt if received within five (5) business days of the Court's final approval
18 hearing.

19 77. Following the determination of timely requests for exclusion submitted and the
20 resolution of all timely Work Week disputes, but in no event later than ten (10) days after the Final
21 Effective Date, the Settlement Administrator shall make the final calculation of payments from the Net
22 Settlement Fund to be distributed to Settlement Class Members and PAGA Recipients considering the
23 documentation provided by Defendant, any written Work Week disputes, and any requests for
24 exclusion not rescinded by Settlement Class Members. The Settlement Administrator shall compute
25 the final Settlement Class Members' and PAGA Recipients' payment amounts. Any and all estimated
26 settlement awards that would have been paid to Settlement Class Members who file timely opt outs
27 will not be credited back to Defendant or in any way revert back to Defendant. These unclaimed funds
28 will be reallocated to Settlement Class Members in proportion with each such Settlement Class

1 Member's *pro rata* share of the Net Settlement Fund. The Settlement Administrator will conduct this
2 accounting for the redistribution of unclaimed Settlement Class Member payments, adding the
3 proportionate amounts to each Settlement Class Member's payment before completing the final
4 calculation of payments.

5 78. Upon completion of its calculation of payments the Settlement Administrator shall
6 provide the Parties' Counsel with a report listing the amount of all payments to be made to Settlement
7 Class Members from the Net Settlement Fund.

8 79. The Settlement Administrator is responsible for preparing and mailing the checks and
9 requisite tax forms as required by this Settlement Agreement to Settlement Class Members. The
10 Settlement Administrator shall report the Individual Class Settlement Amounts and Individual PAGA
11 Settlement Amounts to all required taxing and other authorities, withhold the standard employer's and
12 employee's share of payroll taxes from the wage portion of each Individual Class Settlement Awards,
13 and transmit these amounts to the taxing authorities, and issue IRS Forms W-2 and 1099s. Upon
14 completion of administration of the Settlement, the Settlement Administrator shall provide written
15 certification of such completion to the Court and counsel for all Parties. The Settlement Administrator
16 shall also provide any and all documentation to Defendants necessary to demonstrate that all duties
17 have been performed under this section.

18 80. Settlement Class Members shall have one hundred eighty (180) calendar days after
19 mailing by the Settlement Administrator to cash their settlement checks. The Settlement Administrator
20 will use reasonable means to attempt to locate current contact information for any Settlement Class
21 Member whose checks are returned as undeliverable or who do not cash their first-round checks, so
22 that it may resend checks to any updated addresses. Checks that are not cashed within 180 days will be
23 void and a stop payment will be placed on the checks.

24 81. Should there remain any residual from the Net Settlement Fund after all payments are
25 made under this Settlement Agreement, for example, if any settlement checks are not cashed within
26 180 calendar days after mailing, all residual funds shall be paid by the Settlement Administrator to the
27 Monarch School, a non-profit organization that cares for homeless children, as *cy pres* beneficiary in
28 compliance with section 384 of the California Code of Civil Procedure. If the Court does not approve

1 of such, the amounts shall revert to the Office of the Controller's Unclaimed Property Fund in the name
2 of the Settlement Class Member who did not cash his/her individual settlement payment check.

3 82. Any costs associated with administering the residual (e.g., bank stop payment charges,
4 settlement administration costs associated with the Settlement Fund, costs to issue and mail any
5 distribution checks) or payments to the *cy pres* beneficiary will be deducted from the residual before
6 redistribution to the Settlement Class Members and donation to the *cy pres* beneficiary. The Settlement
7 Administrator shall provide a declaration of *cy pres* distribution, which will be filed with the Court and
8 served on Class Counsel and counsel for Defendant, within ten (10) days of payment of the residual.

9 83. The Settlement Administrator shall provide a declaration of payment, certifying the
10 payments made, the date(s) and manner of sending payments, which will be provided to Counsel for
11 the Parties, within ten (10) days of the expiration of the check-cashing period described above.

12 84. The Settlement Administrator shall cause to be timely and properly filed all
13 informational and other tax returns, if any, necessary with respect to the Net Settlement Fund. Such
14 returns shall be consistent with this paragraph. If any taxable income is generated by the Net Settlement
15 Fund, in all events the tax returns filed shall reflect that all taxes payable on the taxable income of these
16 funds, if any, shall be paid from the Net Settlement Fund. Any expenses consisting of the expenses and
17 costs incurred in connection with the operation and implementation of this paragraph (including,
18 without limitation, reasonable expenses of tax attorneys, accountants or other designees retained by the
19 Settlement Administrator as required for the preparation and filing of tax returns described in this
20 paragraph) shall be treated as, and considered to be, Administration Costs and paid from the Settlement
21 Fund.

22 **IX. RELEASE BY THE CLASS**

23 85. All members of the Class, except for those who timely request exclusion, will release
24 and discharge the Released Parties from any and all wage-and-hour claims, rights, demands, liabilities
25 and causes of action of every nature and description whether pled or could have been pled based on the
26 factual allegations made in the Action against Defendant, for the duration of the Class Period, based
27 upon the following categories of allegations: failure to pay minimum wages, failure to pay overtime
28 wages, failure to pay doubletime wages, failure to pay for off-the-clock work, failure to provide meal

1 periods or meal period premium payments, failure to provide rest periods or rest period premium
2 payments, failure to provide accurate itemized wage statements, failure to properly calculate, provide
3 and pay paid sick leave, failure to timely pay wages due during employment, and failure to pay all
4 wages due upon termination of employment, violation of the applicable provisions of the California
5 Labor Code, violation of applicable portions of the California Code of Regulations, Title 8, section
6 11040, violation of California's unfair business practices and unfair competition laws to the extent they
7 arise from violations of the Labor Code provisions alleged in the Action, and violation of the Fair Labor
8 Standards Act ("FLSA") (the "Released Class Claims"). As of the Effective Date, the Class Members,
9 including Plaintiff, individually and on behalf of their heirs, executors, administrators, representatives,
10 attorneys, successors and assigns are voluntarily and knowingly barred from bringing these claims
11 during the Class Period. Further, any Class Member shall not release any claims under the FLSA unless
12 and until they cash their settlement payment check. Any Class Member who does not cash their
13 settlement check will retain their rights and claims under the FLSA, but shall still be deemed to have
14 accepted and agreed to release any claims under California law, unless they submit a timely request for
15 exclusion.

16 86. Except as to Class Members who timely submit a valid Exclusion Form, the Preliminary
17 Approval Order and Final Judgment will contain provisions enjoining Plaintiff and the Class Members
18 from prosecuting the Released Class Claims and enjoining Plaintiff and the Class Members from
19 initiating or continuing other proceedings regarding the Released Class Claims, including but not
20 limited to filing any claims for monetary relief of the Released Class Claims before the Division of
21 Labor Standards and Enforcement ("DLSE") or in any forum whatsoever. Inclusion of these provisions
22 in the Order of Preliminary Approval Order and Final Judgment and Order of Final Approval is a
23 material part of the consideration for this Settlement.

24 **X. RELEASE BY THE PAGA RECIPIENTS**

25 87. PAGA Recipients will specifically release and discharge Defendant for any and all
26 claims for civil penalties under the California Labor Code and the Private Attorneys General Act
27 ("PAGA") predicated upon the Labor Code violations that were asserted in the Action as well as any
28 potential penalties, interest or attorneys' fees associated with those alleged violations under California

1 law (the “PAGA Released Claims”). As of the Effective Date, the LWDA and each PAGA Recipient,
2 including Plaintiff, individually and on behalf of their heirs, executors, administrators, representatives,
3 attorneys, successors and assigns are voluntarily and knowingly barred from bringing the Released
4 PAGA Claims during the PAGA Period. The release of the Released PAGA Claims is effective,
5 regardless of whether the PAGA Recipient purports to submit a timely and valid request for exclusion.
6

7 88. The Preliminary Approval Order and Final Judgment will contain provisions enjoining
8 Plaintiff and the PAGA Recipients from prosecuting the Released PAGA Claims and enjoining
9 Plaintiff and the PAGA Recipients from initiating or continuing other proceedings regarding the
10 Released PAGA Claims, including but not limited to filing any claims for monetary relief of the
11 Released PAGA Claims before the Division of Labor Standards and Enforcement (“DLSE”) or in any
12 forum whatsoever. Inclusion of these provisions in the Order of Preliminary Approval Order and Final
13 Judgment and Order of Final Approval is a material part of the consideration for this Settlement.

14 **XI. GENERAL RELEASE BY NAMED PLAINTIFF**

15 89. In addition to the release made by the Settlement Class Members set forth in paragraph
16 100 above and in consideration for their Service Awards, the Class Representative, as of the Effective
17 Date, make the additional following general release of all claims, known or unknown: the Class
18 Representative releases the Released Parties from all claims, demands, rights, liabilities and causes of
19 action of every nature and description whatsoever, known or unknown, asserted or that might have
20 been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation
21 arising out of, relating to, or in connection with any act or omission by or on the part of any of the
22 Released Parties committed or omitted prior to the execution hereof with the sole exception of any
23 claims which cannot be released as a matter of law. (The release set forth in this Paragraph shall be
24 referred to hereinafter as the “General Release”).

25 The General Release includes any unknown claims that the Class Representative does not know
26 or suspect to exist in their favor at the time of the General Release, which, if known by them, might
27 have affected their settlement with, and release of, the Released Parties by the Class Representative or
28 might have affected their decision not to object to this Settlement or the General Release.

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

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

10 The General Release does not extend to Plaintiff' claims that cannot be waived or released as a
11 matter of law. By way of example only, the release does not extend to Plaintiff' potential claims for
12 workers' compensation benefits or unemployment insurance.

13 Plaintiff represents and warrants that Plaintiff is not a party to any other pending lawsuits,
14 actions, or proceedings against any of the Released Parties regarding Plaintiff's employment with
15 Defendant. Plaintiff expressly represents and warrants that Plaintiff will not file, pursue, or institute
16 any claim, charge, complaint, cause of action, lawsuit, action, or proceeding before any court,
17 administrative agency, or any other tribunal regarding Plaintiff's employment with Defendant,
18 compensation from Plaintiff's employment from Defendant, or relating to the matters being released
19 in this Agreement. This includes serving as an individual plaintiff, Qui Tam relator or as a class,
20 collective or representative action plaintiff (including in a Private Attorney General Act action) in any
21 further action on Plaintiff's own behalf, on behalf of any other individuals or as a proxy for any federal,
22 state or government agency.

23 Plaintiff further agrees that Plaintiff will not counsel or assist any attorneys or their clients in
24 the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints
25 by any third party against Defendant or the Released Parties, unless under a subpoena or other court
26 order to do so. Plaintiff further agrees and promises not to encourage or facilitate any future litigation
27 or claims against Defendant or the Released Parties. This does not prevent Plaintiff from providing
28 information to an agency of the federal, state or local government, or filing a charge or complaint with
such an agency. However, Plaintiff understands and agrees that Plaintiff will not recover any monetary

1 compensation as a result of signing this Agreement, and the payments described in in this Agreement.
2 Plaintiff agrees that if any court, administrative agency, or any other tribunal has or assumes
3 jurisdiction of any claim, charge, complaint, cause of action, lawsuit, action, or proceeding against
4 Defendant or any of the Released Parties on behalf of Plaintiff, Plaintiff shall request that court,
5 administrative agency, or tribunal to withdraw from or dismiss the matter with prejudice in accordance
6 with applicable law.

7 **XII. DISMISSAL WITHOUT PREJUDICE OF PLAINTIFF’S CLAIM UNDER THE FAIR**

8 **LABOR STANDARDS ACT (FLSA)**

9 90. At the time the Court grants Final Approval of the Settlement and enters Judgment as
10 contemplated by this Agreement, the Court shall also dismiss, without prejudice, the Tenth Cause of
11 Action of Plaintiff’s First Amended Complaint as to all non-exempt, hourly employees employed by
12 Defendant during the Class Period outside of the State of California (the “Non-California, Non-Exempt
13 Employees”). Such dismissal shall be specifically reflected in the Proposed Order granting Final
14 Approval submitted to the Court on Plaintiff’s motion for Final Approval of the Settlement. The Parties
15 agree that dismissal of the Tenth Cause of Action is just and proper as to the Non-California, Non-
16 Exempt Employees because (1) there has been no certification or conditional certification of a
17 collective action as to the Non-California, Non-Exempt Employees under 29 U.S.C. section 216(b), (2)
18 no Non-California, Non-Exempt Employees have opted in or otherwise received any notice of this
19 Action, (3) no consideration of any kind has been given or promised to Plaintiff or Plaintiff’s counsel—
20 and no such consideration is given under this Settlement—for Plaintiff’s dismissal of the Tenth Cause
21 of Action as to the Non-California, Non-Exempt Employees, and (4) no claim under the FLSA is
22 released or purported to be released by any Non-California, Non-Exempt Employees by virtue of this
23 Settlement.

24 **XIII. SCHEDULE FOR EXECUTION OF SETTLEMENT**

25 91. The preliminary schedule for execution of this settlement is as follows:
26
27
28

DESCRIPTION	EVENT
10 days after preliminary approval of settlement	Defendant to provide Settlement Administrator and Plaintiff' Counsel a final spreadsheet, which lists each Settlement Class Member's first and last name, last known address and phone number, Social Security number or ITIN, the dates of employment, total Work Weeks, and whether class member signed a release, arbitration agreement or opt-out. The version of the spreadsheet provided to Plaintiff's counsel will include only the last four digits of each Class Member's Social Security number in lieu of the full number.
20 days after preliminary approval of settlement	Mailing by first class mail of Class Action Settlement Notice and Exclusion Form (collectively "Notice Packet") by Settlement Administrator.
No later than 25 days after mailing of Notice Packet	Settlement Administrator to conduct trace/search efforts and send a follow up mailing to Settlement Class Members whose Notice was returned as undeliverable or whose listed address is found to be inaccurate or outdated.
45 days after mailing of Notice Packet	Last day for Settlement Class Members to opt out, dispute Work Weeks, or submit written objections or submit the Exclusion Form (the "Objection/Exclusion Deadline").
60 days after mailing of Notice Packet	Extended deadline for Settlement Class Members to opt out, dispute Work Weeks, or submit written objections or submit the Exclusion Form (in the event the Notice is re-mailed after a first failed attempt).
10 days after the Objection/Exclusion Deadline	Settlement Administrator to provide counsel with opt outs, written objections or statements of intention to object to the Settlement received from Settlement Class Members, and also prepare a declaration for Plaintiff' counsel and Defendant's counsel review and approval certifying the completion and results of the class notice and related processes.
16 court days before final approval hearing	Last day for filing and service of papers in support of final settlement approval and requests for attorneys' fees and expenses, and class representative service award, including declaration from Settlement Administrator.
Date to be set by Court at Preliminary Approval hearing	Hearing for Final Approval
Date Court Grants Final Approval of the Settlement ¹	TBD

¹ Assumes no objections to the Settlement.

Within ten (10) days of Final Approval	Settlement Administrator to make the final calculation of payments from the Net Settlement Fund to be distributed to the Settlement Class Members and provide all Counsel with a report listing the amount of all payments to be made to each Settlement Class Member from the Net Settlement Fund.
Within fourteen (14) days of Final Approval	Defendant shall deposit \$40,000 to fund the GSA with the Settlement Administrator ("Deposit 1")
By the last day of the calendar month after the month Deposit 1 is made	Defendant shall deposit \$12,222.00 to fund the GSA with the Settlement Administrator ("Deposit 2"), and shall deposit the remaining Monthly Deposits, as described in Paragraph 54 of this Agreement, each consecutive month thereafter
Within 248 days of Deposit 2	Defendant shall make the final deposit of funds for the GSA with the Settlement Administrator
Within twenty (20) days of receiving the final Monthly Deposit from Defendant	Settlement Administrator to distribute and pay from the Settlement Fund each of the following: (1) checks to all Settlement Class Members and PAGA Recipients; (2) awarded attorney fees and costs to Plaintiff's counsel; (3) check for the class representative's service award; and (4) administration costs for the Settlement Administrator.
180 days after distribution of checks to Settlement Class Members and PAGA Recipients	Expiration/void date for checks distributed to Class Members and PAGA Recipients
10 days after payment of residual funds to <i>cy pres</i> beneficiary	Class Counsel to file and serve final Settlement Administrator's report regarding all payments and the <i>cy pres</i> distribution, if any.

XIV. DUTIES OF THE PARTIES PRIOR TO FINAL COURT APPROVAL

92. The Parties shall promptly submit this Settlement Agreement to the Court together with Plaintiff' Motion for Preliminary Approval of Settlement. That motion shall seek entry of a preliminary order which includes the following procedures and steps: scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class; approving as to form and content the proposed Notice of Settlement providing Settlement Class Members information about the settlement terms, their right to opt out or object to the settlement, and notice of the final approval hearing; approving as to form and content the proposed Estimated Settlement Share Form and instructions; directing the mailing of the Notice Packet by first class mail to all Settlement Class Members; preliminarily approving the

1 Settlement Agreement; preliminarily and conditionally certifying the Settlement Class and subclasses
2 for purposes relating to consummating this Settlement Agreement, and appointing the Class
3 Representative and Class Counsel as representatives of the Settlement Class for purposes of settlement;
4 preliminarily approving the appointment and compensation of up to \$10,000 to the parties' chosen
5 Settlement Administrator to perform the settlement administration services required under this
6 Settlement Agreement; preliminarily approving the application for payment of reasonable attorneys'
7 fees and litigation costs to Class Counsel; and preliminarily approving the Service Award to the Class
8 Representative.

9 93. Following the submission of the Motion for Preliminary Approval and up to the Final
10 Approval hearing, the Parties shall cooperate with the Settlement Administrator and each other to
11 expedite and facilitate the giving of notice to Settlement Class Members, fair and impartial responses
12 to Settlement Class Members' inquiries or questions, receipt and review of objections, opt-outs, or
13 other responses by Settlement Class Members to the Notice of Settlement, and the presentation to the
14 Court of all information necessary and sufficient for its consideration of final approval of the Settlement
15 Agreement.

16 **XV. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

17 94. Class Counsel will submit a proposed final order and judgment at the time of filing the
18 Motion for Final Approval of Settlement, to include: approving the settlement; adjudging the terms
19 thereof to be fair, reasonable and adequate; directing consummation of the Settlement Agreement's
20 terms and provisions; dismissing without prejudice the Tenth Cause of Action of Plaintiff's First
21 Amended Complaint only as to the Non-California, Non-Exempt Employees of Defendant; and
22 approving Class Counsel's application for an award of attorneys' fees and reimbursement of costs, and
23 the Service Awards to the Class Representatives.

24 **XVI. VOIDING THE SETTLEMENT AGREEMENT**

25 95. In the event that ten percent (10%) or more of the Settlement Class elect to opt out of
26 the Settlement, as described above, Defendant, at its sole discretion, may withdraw from this Settlement
27 Agreement, which such withdrawal will render this Settlement Agreement null, void and
28 unenforceable. To exercise this option, written notice must be provided to Class Counsel within

1 fourteen (14) business days of Defendant' counsel being advised in writing that at least ten percent
2 (10%) of the Class Members submitted requests to opt out.

3 **XVII. NO ADMISSION OF LIABILITY**

4 96. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be
5 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
6 Defendant. Each of the Parties hereto has entered into this Settlement Agreement with the intention to
7 avoid further disputes and litigation with the attendant inconvenience, uncertainty and expenses.

8 **XVIII. NO ADMISSION IN EVIDENCE**

9 97. This Settlement Agreement is a settlement document and shall be inadmissible in
10 evidence in any proceeding except an action or proceeding to approve, interpret, or enforce this
11 Settlement Agreement.

12 **XIX. ESCALATOR CLAUSE**

13 98. The Parties estimate that the total Work Weeks worked by putative class members from
14 July 16, 2016, through the date of this Agreement is 3,721.

15 a. Increase in Work Weeks. In the event that the final spreadsheet containing
16 names and Work Week totals of the Settlement Class Members—which is to be provided by Defendant
17 within 10 days of Preliminary Approval pursuant to Paragraph 91 above—reflects a number of total
18 Work Weeks that is more than 5% higher than 3,721 (i.e., 3,907 or more), the Gross Settlement Amount
19 will increase *pro rata* based on the number of Work Weeks over 3,907. For example, if the number of
20 total Work Weeks in the Class Period (i.e., from July 16, 2016, through the date of Preliminary
21 Approval) is shown in the final spreadsheet to be 4,297, the Gross Settlement Amount will be increased
22 by \$15,721.58 (calculated as 4,297 Work weeks – 3,907 Work Weeks) x (\$150,000/3,721 Work
23 Weeks).

24 **XX. PUBLIC COMMENT**

25 99. The Parties and their counsel agree that they will not issue any press releases, initiate
26 any contact with the press, respond to any press inquiry or have any communication with the press
27 about this case and/or the fact, amount or terms of the settlement prior to preliminary approval. Any
28 communication about the Settlement to Settlement Class Members or aggrieved employees prior to the

1 court-approved mailing will be limited to a statement that a settlement has been reached and the details
2 will be communicated in a forthcoming Court-approved notice. Class Counsel may communicate the
3 settlement terms to their clients.

4 **XXI. MUTUAL FULL COOPERATION**

5 100. The Parties agree to cooperate with each other to accomplish the terms of this Settlement
6 Agreement, including but not limited to, executing such documents and taking such other action as
7 may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this
8 Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement
9 Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to
10 effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after
11 execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
12 Defendant and its counsel, take all necessary steps to secure the Court's final approval of this
13 Settlement Agreement.

14 **XXII. MISCELLANEOUS PROVISIONS**

15 **A. Notices**

16 101. Unless otherwise specifically provided herein, all notices, demands or other
17 communications given hereunder shall be in writing and shall be deemed to have been duly given as
18 of the third business day after mailing by United States registered or certified mail, return receipt
19 requested, addressed as follows:

20 To Class Counsel:

21 Brett Sutton
22 Brady Briggs
23 Sutton Hague Law Corporation, P.C.
24 5200 N. Palm Avenue, Suite 2013
Fresno, California 93704

25 To Defendant:

26 Marie Burke Kenny
27 Ashley N. Fasano
28 Procopio, Cory, Hargreaves & Savitch, LLP
525 B Street, Suite 2200
San Diego, CA 92101

1 **B. Captions and Interpretations**

2 102. Paragraph titles or captions contained herein are inserted as a matter of convenience and
3 for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement
4 or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

5 **C. Construction of Agreement**

6 103. The Parties hereto agree that the terms and conditions of this Settlement Agreement are
7 the result of lengthy, intensive, arms-length negotiations between the Parties supervised by an
8 experienced employment law mediator and that this Settlement Agreement shall not be construed in
9 favor of or against any Party by reason of the extent to which any Party or his, her or its counsel
10 participated in the drafting of this Settlement Agreement.

11 **D. Modification and Discharge of Agreement**

12 104. This Settlement Agreement may not be changed, altered, or modified, except in a
13 writing signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not
14 be discharged except by performance in accordance with its terms or by a writing signed by the Parties
15 hereto.

16 **E. Complete Agreement**

17 105. This Settlement Agreement and the Confidential Finances Agreement contains the
18 entire agreement between the Parties relating to the settlement and transaction contemplated hereby,
19 and all prior or contemporaneous agreements, understandings, representations, and statements, whether
20 oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
21 hereunder may be waived except in writing.

22 **F. No Prior Assignments**

23 106. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties
24 hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto
25 represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred,
26 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
27 liability, claim, demand, action, cause of action or rights herein released and discharged except as set
28 forth herein.

1 **G. Governing Laws**

2 107. The Settlement Agreement shall be governed by the laws of the State of California
3 without regard to that state's conflict of law provisions.

4 **H. Class Counsel May Sign for Class**

5 108. It is agreed that, because the members of the Settlement Class are so numerous, it is
6 impossible or impractical to have each member of the Settlement Class execute this Settlement
7 Agreement. The Notice of Settlement will advise all Settlement Class members of the binding nature
8 of the release contained in this Settlement Agreement and shall have the same force and effect as if this
9 Settlement Agreement were executed by each Settlement Class Member.

10 **I. Counterparts**

11 109. This Settlement Agreement may be executed in counterparts with signatures transmitted
12 by facsimile or electronic signature (e.g., DocuSign). When each Party has signed and delivered at
13 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
14 other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and
15 effective as to all Parties. A facsimile signature shall have the same force and effect as the original
16 signature, if and only if it is transmitted from counsel for one Party to the other. Such transmissions
17 shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the
18 Party signing has authorized and reviewed this Settlement Agreement.

19
20
21
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23
24 *[signatures on following page]*
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DocuSigned by:

Ruby Garrison

DATED: 10/18/2023

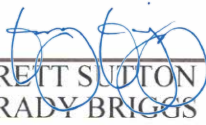
By

RUBY GARRISON
DBF323574BC1472...
Plaintiff/Class Representative

DATED: October 26, 2023

SUTTON HAGUE LAW CORPORATION, P.C.

By


BRETT SUTTON
BRADY BRIGGS
Attorneys for Plaintiff Ruby Garrison and
the Settlement Class

DATED: October __, 2023

By

STREETDELIVERY.COM, INC.
Defendant

DATED: October __, 2023

PROCOPIO, CORY, HARGREAVES & SAVITCH, LLP

By

MARIE BURKE KENNY
ASHLEY N. FASANO
Attorneys for Defendant

1 DATED: October __, 2023

2 By _____
3 RUBY GARRISON
4 Plaintiff/Class Representative

5 DATED: October __, 2023

SUTTON HAGUE LAW CORPORATION, P.C.

6 By _____
7 BRETT SUTTON
8 BRADY BRIGGS
9 Attorneys for Plaintiff Ruby Garrison and
10 the Settlement Class

11 DATED: October 17, 2023

12 By _____
13 DocuSigned by:
14 *Eric Castiglioni*
15 0004F007F0B809
16 STREETDELIVERY.COM, INC.
17 Defendant

18 DATED: October 16, 2023

PROCOPIO, CORY, HARGREAVES & SAVITCH, LLP

19 By _____
20 DocuSigned by:
21 *Ashley Fasano*
22 425A0F30E7F0105F
23 MARIE BURKE KENNY
24 ASHLEY N. FASANO
25 Attorneys for Defendant
26
27
28

EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA
Ruby Garrison v. StreetDelivery.com, Inc., et al.
Case No. RG20068186

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All non-exempt employees employed by StreetDelivery.com, Inc. (“Defendant”) within the State of California from July 16, 2016, through [INSERT DATE].

The California Superior Court, County of Alameda, has granted preliminary approval of a proposed settlement (“Settlement”) of the above-captioned class and representative actions (referred to in this Notice as the “Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class and Representative Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All non-exempt employees employed by Defendant within the State of California from July 16, 2016, through [INSERT DATE].

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?.....	2 -
2. What Is This Case About?	2 -
3. Am I A Class Member?	3 -
4. How Does The Class Action Settlement Work?.....	3 -
5. Who Are the Attorneys Representing the Parties?	3 -
6. What Are My Options?.....	4 -
7. How Do I Opt Out Or Exclude Myself From This Class Action Settlement?.....	4 -
8. How Do I Object To The Settlement?	5 -
9. How Does This Class Action Settlement Affect My Rights? What are the Released Claims?.....	5 -
10. How Much Can I Expect to Receive From This Settlement?	6 -
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1. *Why Have I Received This Notice?*

The personnel records of StreetDelivery.com, Inc. (“Defendant”) indicate that you may be a Class Member. The Settlement will resolve all Class Members’ Released Claims, as described below, from July 16, 2016, through [Insert date] (the “Class Period”).

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined that there is sufficient evidence to suggest that the proposed settlement may be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], at [time a.m./p.m.], before the Honorable Brad Seligman, at the Superior Court for the County of Alameda, located at 1225 Fallon St., Oakland, California 94612, Department C-23.

2. *What Is This Case About?*

Plaintiff Ruby Garrison commenced a class action and a representative Labor Code Private Attorneys General Act of 2004 (“PAGA”) action in the Alameda County Superior Court, case no. RG20068186.

Plaintiff Ruby Garrison is referred to in this Notice as “Plaintiff.” Plaintiff’s actions against Defendant sought damages, restitution, statutory penalties, civil penalties interest, costs, attorney’s fees and other relief based on the following alleged causes of action: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to issue accurate wage statements; (6) failure to pay all wages due at the time of termination of employment; (7) failure to reimburse business-related expenses; (8) failure to provide personnel records; (9) violations of PAGA; (10) violation of California’s Unfair Competition Law; and (11) violation of the Fair Labor Standards Act.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. Nor has it decided whether this case could proceed as a class or representative action. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

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

Defendant denies all allegations made by Plaintiff, individually and on behalf of Class Members, in the Class Action and denies liability for any wrongdoing with respect to the alleged facts or causes of action asserted in the Class Action. The settlement is not an admission by Defendant of any wrongdoing or an indication that any law was violated.

3. *Am I A Class Member?*

You are a Class Member if you are currently or were formerly employed by Defendant as a non-exempt employee in California at any time from July 16, 2016, through **[Insert Date]** (the “Class Period”). If you qualify as a Class Member, you could receive money from the Class Action Settlement.

If you qualify as an Eligible Aggrieved Employee, meaning you were employed as an employee at any time from June 12, 2019, through **[Insert Date]**, you will receive money from the Settlement of the PAGA claim.

4. *How Does The Class Action Settlement Work?*

In his lawsuits, Plaintiff sued on behalf of herself and all other similarly situated employees who were employed by Defendant as non-exempt employees in California at any time during the Class Period. Plaintiff and other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff and the Class	Attorneys for Defendant
SUTTON HAGUE LAW CORPORATION, P.C. S. Brett Sutton Brady Briggs 5200 N. Palm Avenue, Suite 2013 Fresno, California 93704 Telephone: (559) 325-0500	PROCOPIO, CORY, HARGREAVES & SAVITCH LLP Marie Burke Kenny Ashley N. Fasano 525 B Street, Suite 2200 San Diego, CA 92101 Telephone: (619) 238-1900

The Court has decided that Sutton Hague Law Corporation, P.C. is qualified to represent the Class Members simultaneously for the purposes of this Settlement.

Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** You do not have to do anything in order to receive payment under this Settlement.

If you do nothing and the Court grants final approval of the Settlement, you will become part of the Class Action Settlement and will receive an Individual Class Settlement Payment (explained below) based on the total number of workweeks you were employed by Defendant as a non-exempt employee in California during the Class Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.

- **OPT-OUT:** If you do not want to participate as a Class Member **and do not want to receive a class action settlement payment**, you may “opt-out,” and you will not be part of this Class Action Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Payment, and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section No. 9 below. Please note, if you are eligible to receive an Individual PAGA Payment (explained below) and you do “opt-out” of the Class Action Settlement you will still receive an Individual PAGA Payment. Your right to pursue a claim pursuant to PAGA will be extinguished, regardless of whether or not you opt-out.

- **OBJECT:** You can ask the Court to deny approval of this Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. You cannot both object to the Settlement and opt out of the case.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt-Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

7. How Do I Opt Out Or Exclude Myself From This Class Action Settlement?

If you do not wish to participate in the Class Action Settlement, **and do not want to receive an Individual Settlement Payment**, you can exclude yourself from the Settlement (i.e., “opt-out”) by sending an opt-out form by the date and to the address stated below. A form (“OPT-OUT OR REQUEST FOR EXCLUSION”) (the “Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes all of the same information. If you opt-out of the Settlement, you will not be bound by the Class Action Settlement and therefore you will not release the claims set forth in

Section No. 9. The Exclusion Form must be complete, signed, dated, and mailed by First-Class U.S. Mail, **postmarked no later than _____, 2023 to: RUBY GARRISON V. STREETDELIVERY.COM, INC. C/O CLASS ACTION SETTLEMENT ADMINISTRATORS, [INSERT ADDRESS AND TOLL FREE NUMBER].**

If you received a re-mailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark an Exclusion Form. The envelope should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event your compliance with the deadline is challenged.

The Court will exclude from the Class Action Settlement any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt-out of the Settlement, you may object to the Settlement, personally or through an attorney.

You may mail a written objection to the Settlement Administrator at [address] by [the Response Deadline]. If you received a re-mailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark a written objection. If you choose to object in writing your objection must state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel even if they did not submit a written objection. Class Members' timely and valid objections to the Settlement will be considered even if the objector does not appear at the Final Approval Hearing.

If the Court approves the settlement over objections, objecting Class Members will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

9. *How Does This Class Action Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendant, and any of its former and present parents, subsidiaries, affiliates, and other officers, directors, employees, partners, and agents, and any other successors, assigns, or legal representatives ("Released Parties"). The Released Claims are as follows:

A. Released Claims.

All members of the Class, except for those who timely request exclusion, will release and discharge the Released Parties from any and all wage-and-hour claims, rights, demands, liabilities and causes of action of every nature and description whether pled or could have been pled based on the factual allegations made in the Action against Defendant, for the duration of the Class Period, based upon the following categories of allegations: failure to pay minimum wages, failure to pay overtime wages, failure to pay doubletime wages, failure to pay for off-the-clock work, failure to provide meal periods or meal period premium payments, failure to provide rest periods or rest period premium payments, failure to provide accurate itemized wage statements, failure to properly calculate, provide and pay paid sick leave, failure to timely pay wages due during employment, and failure to pay all wages due upon termination of employment, violation of the applicable provisions of the California Labor Code, violation of applicable portions of the California Code of Regulations, Title 8, section 11040, violation of California's unfair business practices and unfair competition laws to the extent they arise from violations of the Labor Code provisions alleged in the Action, and violation of the Fair Labor Standards Act ("FLSA") (the "Released Class Claims"). As of the Effective Date, the Class Members, including Plaintiff, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns are voluntarily and knowingly barred from bringing these claims during the Class Period. Further, any Class Member shall not release any claims under the FLSA unless and until they cash their settlement payment check. Any Class Member who does not cash their settlement check will retain their rights and claims under the FLSA, but shall still be deemed to have accepted and agreed to release any claims under California law, unless they submit a timely request for exclusion.

Eligible Aggrieved Employees will specifically release and discharge Defendant for any and all claims for civil penalties under the California Labor Code and the Private Attorneys General Act ("PAGA") predicated upon the Labor Code violations that were asserted in the Action as well as any potential penalties, interest or attorneys' fees associated with those alleged violations under California law (the "PAGA Released Claims"). As of the Effective Date, the LWDA and each PAGA Recipient, including Plaintiff, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns are voluntarily and knowingly barred from bringing the Released PAGA Claims during the PAGA Period. The release of the Released PAGA Claims is effective, regardless of whether the PAGA Recipient purports to submit a timely and valid request for exclusion.

10. *How Much Can I Expect to Receive From This Settlement?*

Defendant will pay, subject to Court approval, a Maximum Settlement Amount of \$150,000 to cover: (1) the Individual Settlement Payments to all Settlement Class Members; (2) the Class Representative Service Award to Plaintiff in an amount up to \$10,000; (3) the Administration Costs to the Settlement Administrator in an amount up to \$10,000; (4) the Class Counsel Award for attorneys' fees of not more than \$50,000 and costs of up to \$12,000 supported by declaration; (5) a PAGA Payment for settlement of claims under PAGA for \$15,000, with 75% of that portion (\$11,250) to be paid to the Labor Workforce and Development Agency ("LWDA"), and the remaining 25% (\$3,750) to be distributed to Eligible Aggrieved Employees as Individual PAGA Payments.

After deducting the Service Award to Plaintiff, Settlement Administration Costs, Class Counsel Award and PAGA Payment the remaining sum, estimated at \$53,000 is the "Net Settlement Fund", which shall be distributed to all Participating Class Members. The Settlement Administrator will calculate the Individual Class Settlement Payments for Participating Class Members. Each Participating Class Member will receive a

proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked in a non-exempt capacity based on the Class data provided by Defendant, divided by (ii) the total number of weeks worked by all Class Members based on the same Class data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the number of weeks that he or she worked.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on Defendant's records, which show you worked [REDACTED] workweeks during the Class Period.

If you believe the number of eligible workweeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline]. Any evidence submitted will be carefully weighed, and the Class Counsel and Defendant's Counsel will make a final determination. If this was re-mailed to you, you have an additional ten (10) days to submit a dispute.

Ten percent (10%) of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining ninety percent (90%) of your Individual Settlement Payment will be treated as penalties, interest, and reimbursement and will be paid pursuant to an IRS Form 1099-MISC.

Defendant is expected to fund begin funding the Gross Settlement Amount within fourteen (14) days after the Settlement becomes final and complete funding the Gross Settlement Amount within approximately nine months of its first payment. Your Individual Class Settlement Payment will be distributed within approximately twenty (20) days of the funding of the entire Gross Settlement Amount.

It is strongly recommended that upon receipt of your Individual Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to a *cy pres* recipient consistent with section 384 of the California Code of Civil Procedure.

11. What is the PAGA Payment, and Am I Eligible for it?

Under the terms of the Settlement, \$15,000 has been set aside as a PAGA payment. This portion is the total amount of civil penalties collected on behalf of the State of California. \$11,250 will be sent to the State of California. Aggrieved employees will share \$3,750 based on the number of pay periods they worked.

You are an "aggrieved employee" eligible ("Eligible Aggrieved Employee") to share the PAGA payment under the settlement if you are a current or former non-exempt employee who worked for Defendant within the State of California between June 12, 2019, and [Enter Date] ("PAGA Period").

The individual share will be calculated by determining the total number of pay periods the Eligible Aggrieved Employees were employed during the PAGA Period (i.e., the sum of all pay periods of employment for each eligible aggrieved employee) and dividing that number into the \$3,750 amount allocated to Eligible Aggrieved

Employees to determine the monetary value assigned to each pay period. That number will then be multiplied by the individual Eligible Aggrieved Employee's total number of pay periods employed during the PAGA Period to determine that individual's Individual PAGA Payment. Individual PAGA Payments shall be designated as 100% penalties, for which an IRS Form 1099-MISC will issue.

Based on your total number of pay periods, your Individual PAGA Payment is \$[REDACTED]. You are responsible for paying any federal, state, or local taxes owed as a result of this Individual PAGA Payment.

Because these penalties can only be sought by the State of California, you cannot object or exclude yourself from the PAGA portion of the settlement if the Court gives final approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

12. How Will the Attorneys for the Class and the Class Representative Be Paid?

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed 33.33% of the Gross Settlement Amount (or \$50,000) for attorneys' fees, and up to \$12,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiff will also be paid a Class Representative Enhancement Payment, subject to Court approval.

13. Final Approval Hearing

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], at [time a.m./p.m.], before Honorable Brad Seligman, at the Superior Court for the County of Alameda, located at 1225 Fallon St., Oakland, California 94612, Department 23. You are not required to appear at this hearing.

14. How Do I Get More Information?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS OR WOULD LIKE ELECTRONIC COPIES OF DOCUMENTS RELATING TO THE CLASS ACTION OR THE SETTLEMENT, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll-free. Please refer to the "StreetDelivery class action settlement."

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Records Management Office at located at 1225 Fallon St., Oakland, California 94612, between 8:30 a.m. and 4:00 p.m.

You may also contact the Settlement Administrator, whose contact information is above, and they will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

15. *How Do I Contact the Settlement Administrator?*

The Settlement Administrator may be contacted as follows:

**Ruby Garrison v. Streetdelivery.com, Inc.
C/O Class Action Settlement Administrators,
[Insert Address And Toll Free Number].**

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

RUBY GARRISON, an individual, residing in
Fresno County, California, and on behalf of all
others similarly situated,

Plaintiff,

v.

STREETDELIVERY.COM, INC., a
Massachusetts Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. RG20068186

OPT-OUT OR REQUEST FOR EXCLUSION

**THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN [REDACTED], 2023. IT MUST BE SENT
VIA U.S. MAIL TO:**

Garrison v. StreetDelivery.com, Inc.. Settlement Administrator

Post Office Box {TBD}

City, State, Zip

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT REFERRED TO
IN THE NOTICE, AND TO BE EXCLUDED FROM THE CLASS IN THAT CLASS ACTION. I confirm
that I have received Notice of Proposed Settlement And Final Approval Hearing in this action, I have decided
to be excluded from the Class, and I have decided not to participate in any portion of the proposed Settlement.
I understand that, by excluding myself from the Settlement, I am not entitled to receive any payment or
distribution from the Settlement.

Date:

Signature:

Printed Name:

Street Address:

City, State, Zip Code:

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

RUBY GARRISON, an individual, residing in
Fresno County, California, and on behalf of all
others similarly situated,

Plaintiff,

v.

STREETDELIVERY.COM, INC., a
Massachusetts Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. RG20068186

**STIPULATION FOR ENTRY OF
JUDGMENT AND JUDGMENT
THEREON**

Dept: 23
Judge: Hon. Brad Seligman

Defendant StreetDelivery.com, Inc. (“Defendant”) and Plaintiff Ruby Garrison (“Plaintiff”) (Plaintiff and Defendant are referred to collectively herein as the “Parties”) hereby enter into this Stipulation for Entry of Judgment and Judgment Thereon (“Stipulation for Entry of Judgment”), as provided below:

WHEREAS, this above-captioned lawsuit was settled by the Parties and a full and final Joint Stipulation of Class Action and Collective Action Settlement and Release was executed by both Parties as of _____, 2023 (the “Settlement Agreement”);

WHEREAS, based upon the Settlement Agreement, the Parties stipulate and agree that judgment may be entered against Defendant and in favor of Plaintiff if Defendant fails to timely make one or more of the installment payments described in Paragraph 54 of the Settlement Agreement, pursuant to the terms herein:

1 a. Upon notification to Defendant's counsel of any alleged breach of Paragraph 54 of
2 the Settlement Agreement (which shall be made by e-mail to Marie Burke Kenny and Ashley N.
3 Fasano at marie.kenny@procopio.com and ashley.fasano@procopio.com), Defendant shall have five
4 (5) business days to cure. In the event that Defendant fails to cure any such breach within five (5)
5 business days, such failure shall be an "Event of Default" for purposes of this Stipulation for Entry
6 of Judgment.

7 b. In any Event of Default, Defendant shall pay to Plaintiff the principal amount of Two
8 Hundred Thousand Dollars (\$200,000.00), less any amounts already deposited by Defendant with
9 the Settlement Administrator pursuant to the Settlement Agreement as of the date the Event of
10 Default.

11 c. In the event of any Event of Default, in addition to all other remedies available in law
12 or at equity, Plaintiff shall be entitled to accelerate all payments due under this Stipulation for Entry
13 of Judgment and immediately enter with the Court the Stipulation for Entry of Judgment against
14 Defendant, for the principal amounts due, less credit for payments already made.

15 WHEREAS, the Parties agree that the attached [Proposed] Judgment Pursuant to Stipulation
16 for Entry of Judgment ("the Stipulated Judgment") shall be signed and entered by the Court if the
17 following conditions are satisfied: (1) Plaintiff's counsel serves written notice of breach to
18 Defendant's counsel in accordance with the Settlement Agreement; (2) Defendant fails to cure the
19 breach within five (5) business days of service of the notice of breach; (3) Plaintiff's counsel files
20 and serves on Defendant's counsel this Stipulation as well as a declaration attesting to the fact of an
21 Event of Default, (4) at the time of breach, amounts due under the Settlement Agreement remain
22 unpaid by Defendant, and (5) upon entry of the Stipulated Judgment, Defendant is given credit for
23 any sums previously deposited with the Settlement Administrator. The Parties agree that all papers
24 related to this Stipulation for Entry of Judgment, the attached Stipulated Judgment, and any Event of
25 Default may be served on Defendants by email to their legal counsel Marie Burke Kenny and Ashley
26 Fasano (at marie.kenny@procopio.com and ashley.fasano@procopio.com).

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THE PARTIES HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. That the Stipulated Judgment may be entered in favor of Plaintiff Ruby Garrison against Defendant StreetDelivery.com, Inc., on satisfaction of the conditions set forth above for all unpaid amounts owed hereunder, date of entry of judgment, subject to proof and ruling by the Court.

IT IS SO STIPULATED:

Dated:

Dated: 10/18/2023

StreetDelivery.com, Inc.
DocuSigned by:

Ruby Garrison

Ruby Garrison
DBE323574BC1472...

APPROVED AS TO FORM:

DATED: _____, 2023

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

By:

Marie Burke Kenny
Ashley N. Fasano
Attorneys for Defendant StreetDelivery.com,
Inc.

DATED: October 26, 2023

SUTTON HAGUE LAW CORPORATION, P.C

By:

S. Brett Sutton
Brady Briggs
Attorney for Plaintiff Ruby Garrison

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STIPULATED JUDGMENT

Based upon the foregoing Stipulation and good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that judgment be entered in favor of Ruby Garrison and against StreetDelivery.com, Inc.. in the sum of _____ Dollars (\$_____.00).

IT IS SO ORDERED.

Dated: _____
JUDGE OF THE SUPERIOR COURT