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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN FRANCISCO**
12 **(UNLIMITED JURISDICTION)**

13 PAULA JOHNSON, on behalf of herself and all
14 others similarly situated, and as an “aggrieved
employee” on behalf of other “aggrieved
15 employees” under the Labor Code Private
Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18
19 NAN MCKAY & ASSOCIATES, INC., a
California corporation; and DOES 1–50,
20 inclusive,

21 *Defendant(s).*

Case No. CGC-20-586796

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

Action filed: September 24, 2020
Dept: 206, The Honorable Samuel
K. Feng

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Attorneys for Defendant(s),
NAN MCKAY & ASSOCIATES, INC.

1 This Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement
2 Agreement” or “Agreement”) is made and entered into by and between Plaintiff Paula Johnson
3 (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class members,
4 on the one hand, and Defendant Nan McKay & Associates, Inc. (“Defendant”). Plaintiff and
5 Defendant are collectively referred to herein as the “Parties.”

6
7 **I. DEFINITIONS.**

8 The following definitions are applicable to this Settlement Agreement, in addition to other
9 terms defined elsewhere in the Agreement:

10 **A. “Action”** shall mean: (1) the civil action commenced on September 24, 2020, by
11 Plaintiff against Defendant in the Superior Court of California, County of San Francisco, Case
12 No. CGC-20-586796, entitled: “Paula Johnson, on behalf of herself, and all others similarly
13 situated, and as an ‘aggrieved employee’ on behalf of other ‘aggrieved employees’ under the
14 Labor Code Private Attorneys General Act of 2004, *Plaintiff(s)*, vs. Nan McKay & Associates,
15 Inc., a California corporation; and DOES 1 through 50, inclusive, *Defendant(s)*.”

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17 **B. “Class,” “Class Members,” or “Settlement Class”** shall mean all persons
18 Defendant employed in California as an hourly or nonexempt employee during the Class Period.
19 Defendant estimates that, as of the earlier of Court preliminary approval of this Settlement or
20 January 19, 2022, there were approximately 314 members.

21
22 **C. “Class Counsel”** shall mean the attorneys representing Plaintiff in the Action:
23 David G. Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law
24 Group.

25 **D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses**
26 **Payment”** shall mean the amounts awarded to Class Counsel by the Court to compensate them
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1 for, respectively, their fees and expenses in connection with the Action, including their pre-filing
2 investigation, their filing of the Action and all related litigation activities, this Settlement, and all
3 post-Settlement compliance procedures.

4 **E. “Class Notice”** shall mean the Notice of Proposed Settlement attached as **Exhibit**
5 **A** and incorporated by reference into this Agreement.

6 **F. “Class Period”** shall mean the period of time from September 25, 2016 through
7 the earlier of Court preliminary approval of this Settlement or June 16, 2022.

8 **G. “Class Representative Payment”** shall mean the special payment made to
9 Plaintiff in her capacity as Class Representative to compensate her for initiating the Action,
10 performing work in support of the Action, and undertaking the risk of liability for attorneys’ fees
11 and expenses in the event she was unsuccessful in the prosecution of the Action.

12 **H. “Court”** shall mean the Superior Court for the County of San Francisco, Civic
13 Center Courthouse, 400 McAllister Street, San Francisco, CA 94102.

14 **I. “Defense Counsel”** shall mean the attorneys representing Defendant in the
15 Action: Debra Ellwood Meppen and Peter Choi of Gordon Rees Scully Mansukhani, LLP.

16 **J. “Effective Date”** is defined as follows: If no objection to this Settlement or to any
17 of the terms and or conditions of the Settlement are filed by Plaintiff, another member of the
18 Settlement class, or any intervenor to this Lawsuit, the Effective Date shall occur on the day that
19 the Court enters an order of final approval of this Settlement; however, if any objection to this
20 Settlement or to any of the terms and or conditions of the Stipulation is filed by a member of the
21 Settlement class, or any intervenor to this Lawsuit, the Effective Date shall occur upon the
22 expiration of the time for the filing any appeal of the order of final approval of this Settlement
23 provided that this Settlement has not been materially modified. If an appeal is filed or any writ
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1 granted, then the Effective Date shall occur after the appeal has been dismissed or the writ
2 dissolved and when there is no further time to appeal the dismissal of the appeal or the dissolution
3 of the writ, provided that this Settlement has not been materially modified.

4 **K. “Final Approval Hearing”** shall mean the hearing to be conducted by the Court
5 to determine whether to approve finally and implement the terms of this Agreement.

6
7 **L. “Gross Settlement Amount”** shall mean the Gross Settlement Amount of
8 Two Hundred Eighty Thousand Dollars and Zero Cents (\$280,000.00) payable by Defendant as
9 provided by this Agreement. The Gross Settlement Amount is non-reversionary; no portion of
10 the Gross Settlement Amount will return to Defendant. Defendant’s employer-side payroll taxes
11 arising from the payments made under this Settlement will be paid by Defendant separate from
12 and in addition to the Gross Settlement Amount. Defendant estimated for purposes of mediation
13 that there are approximately 5,500 Pay Periods by 314 class Members for the period of September
14 25, 2016 through January 19, 2022. These numbers would be expected to increase
15 proportionately for the passage of time between that date and the time of court approval. Before
16 the Parties seek or a Party seeks court approval of the Settlement, the Settlement Administrator
17 will advise Plaintiff’s counsel of Defendant’s report of the total number of Pay Periods and Class
18 Members.
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20 **M. “Judgment”** shall mean the Order of Final Judgment entered by the Court that
21 the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in
22 this Action.
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24 **N. “Net Settlement Amount”** shall mean \$280,000.00 payable by Defendant
25 pursuant to this Settlement, less:

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- 1 1. the Class Representative Payment approved by the Court;
- 2 2. the Class Counsel Fees Payment (one-third or 33 and 1/3% of Gross
- 3 Settlement Amount) and the Class Counsel Litigation Expenses Payment (of not more than
- 4 \$15,000.00) approved by the Court;
- 5 3. the Settlement Administrator's reasonable fees and expenses approved by
- 6 the Court (not to exceed \$10,000.00);
- 7 4. the amount of \$4,000.00 as PAGA Penalties for the PAGA claim, of which
- 8 \$1,000.00 will be paid to the PAGA Members and \$3,000.00 will be paid to the LWDA;
- 9 5. any other fees or expenses (other than attorneys' fees and expenses)
- 10 incurred by Plaintiff in implementing the terms and conditions of this Agreement as approved by
- 11 the Court.
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13 **O. “PAGA”** means the California Labor Code Private Attorneys General Act of

14 2004 (Lab. Code §§ 2698, *et seq.*).

15 **P. “PAGA Members”** means all individuals Defendant employed in California as

16 hourly or nonexempt employees during the PAGA Period.

17 **Q. “PAGA Penalties”** means the portion of the Gross Settlement Amount that the

18 Parties have agreed to allocate as civil penalties in order to settle claims arising under PAGA.

19 The Parties have agreed to allocate Four Thousand Dollars and Zero Cents (\$4,000.00), of which,

20 payment from the Gross Settlement Amount to the LWDA will be made in the amount of Three

21 Thousand Dollars and Zero Cents (\$3,000.00), which is 75% of the PAGA Penalties. One

22 Thousand Dollars and Zero Cents (\$1,000.00), 25% of the PAGA Penalties, will remain in the

23 Net Settlement Amount for distribution pro rate to PAGA Members as described in this

24 agreement. PAGA Members will receive payment from the employee portion of the PAGA

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1 Penalties regardless of whether they submit a request for exclusion if the PAGA Penalties are
2 approved by the Court.

3 **R. “PAGA Period”** shall mean July 24, 2019 through the earlier of Court
4 preliminary approval of this Settlement or June 16, 2022.

5 **S. “Participating Class” or “Participating Class Members”** shall mean all
6 Settlement Class members who do not submit a valid and timely letter requesting to be excluded
7 from the Settlement, consistent with the terms set forth in this Settlement Agreement.

8 **T. “Preliminary Approval of the Settlement”** shall mean the Court’s preliminary
9 approval of the Settlement without material change.

10 **U. “Released Claims”** shall mean all claims, rights, demands, liabilities and causes
11 of action that are alleged, or reasonably could have been alleged based on the facts and claims
12 during the period of September 25, 2016 through the earlier of Court preliminary approval of this
13 Settlement or June 16, 2022 asserted in the Operative Complaint and/or in the letter(s) sent by
14 Plaintiff to the LWDA concerning Defendant and the other Released Parties, whether sounding
15 in law or equity, tort, contract, statute, or other applicable federal, state or local law or regulation,
16 including but not limited to the following claims: failure to pay wages (including minimum,
17 regular, overtime and double time wages), unauthorized and unlawful wage deductions, failure
18 to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
19 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure
20 to maintain required payroll records, unfair business practices that could have been premised on
21 the claims, causes of action or legal theories of relief described above or any of the claims, causes
22 of action or legal theories of relief pleaded in the Action, all claims under PAGA or for civil
23 penalties that could have been premised on the claims, causes of action or legal theories described
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1 above or any of the claims, causes of action or legal theories of relief pleaded in the Action or
2 Plaintiff's letter(s) to the LWDA, including but not limited to the California Code of Regulations
3 and to Labor Code sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558,
4 1174, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2698-2699, and any and all damages,
5 restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees or
6 costs resulting therefrom. Released Claims shall not apply to claims for workers' compensation
7 benefits, unemployment insurance benefits, or any other claim or right that as a matter of law
8 cannot be waived or released. The Parties acknowledge that Released Claims includes any claims
9 for penalties by a PAGA Member resulting from any LWDA investigation. The Parties will meet
10 and confer in good faith if the Court requires changes to the scope of the Released Claims.
11

12 **V. "Released Parties"** shall mean Defendant, and any of its former and present
13 agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,
14 stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations, divisions,
15 joint venturers, assigns, predecessors, successors, service providers, insurers, consultants,
16 subcontractors, joint employers, employee benefit plans and fiduciaries thereof, affiliated
17 organizations, and all persons acting under, by, through or in concert with any of them, and each
18 of them.
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20 **W. "Response Deadline"** shall mean the date 60 days after the Settlement
21 Administrator mails the Class Notice to Class Members, which is the last date on which Class
22 Members may submit Exclusion Requests, written objections to the Settlement, or Pay Period
23 disputes. In the event the 60th day falls on a Sunday or federal holiday, the Response Deadline
24 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
25 for Exclusion Requests or Objections will be extended fifteen (15) calendar days for any Class
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1 Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day
2 falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to
3 the next day on which the U.S. Postal Service is open.

4 **X. “Settlement”** shall mean the disposition of the Action and all related claims
5 effectuated by this Agreement.
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7 **Y. “Settlement Account”** shall mean a fund within the meaning of Treasury
8 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
9 Administrator for the benefit of Participating Class Members and PAGA Members.

10 **Z. “Settlement Administrator”** shall mean CPT Group, Inc. or another
11 administrator proposed by the Parties and appointed by the Court to administer the Settlement.
12 The Parties represent that they do not have any financial interest in the Settlement Administrator
13 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
14 interest.
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16 **AA. “Settlement Share”** shall mean each Settlement Class Member’s allocated share
17 of the Net Settlement Amount as provided by this Agreement and any payment a PAGA Member
18 is eligible to receive from the PAGA Penalties per Section III.C.4.

19 **II. RECITALS**

20 **A.** On or about July 24, 2020, Plaintiff, through her attorneys, sent a letter to the
21 Labor Workforce Development Agency (“LWDA”) alleging the following against Defendant:
22 failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal
23 periods, failure to authorize and permit rest periods, failure to indemnify for business expenses,
24 failure to issue proper wage statements, failure to timely pay wages, failure to maintain required
25 payroll records, and related allegations (the “PAGA letter”). Plaintiff asserted these
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1 representative claims on behalf of all Class Members who are or were employed during the
2 applicable statutory period.

3 **B.** On September 24, 2020, Plaintiff filed a class action complaint in the San
4 Francisco Superior Court, alleging the same wage and hour claims as set forth in the earlier
5 PAGA letter and adding a cause of action for unfair competition. On October 21, 2020, Plaintiff
6 filed a first amended class action complaint in the San Francisco County Superior Court, adding
7 a cause of action under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The
8 first amended complaint is the “Operative Complaint.”

9
10 **C.** On December 29, 2020, Defendant answered Plaintiff’s First Amended
11 Complaint and denied, and continues to deny, all of Plaintiff’s material allegations. Specifically,
12 Defendant denies the failure to pay wages, unauthorized and unlawful wage deductions, failure
13 to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
14 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure
15 to maintain required payroll records and related allegations in the Action. Defendant contends
16 that it has complied with the Labor Code, the Business & Professions Code, and the applicable
17 Wage Order at all times. Defendant further alleges that the Plaintiff’s claims are not amenable to
18 class treatment because common issues do not predominate.

19
20 **D.** The Parties thereafter engaged in an informal, voluntary exchange of information
21 in the context of privileged settlement discussions to facilitate an early mediation. The Parties
22 exchanged discovery requests, documents, information, and data including but not limited to pre-
23 suit evidence request and preservation letters, pre-mediation data and document exchanges, and
24 related activities.

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1 **E.** On January 24, 2022, following much of the foregoing informal discovery and
2 exchange of information, the Parties participated in a mediation session presided over by
3 Mediator Gig Kyriacou, an experienced class action mediator. During the mediation, the Parties
4 had a full day of productive negotiations and reached agreement on a class-wide settlement
5 during the second mediation session. During the mediation sessions, each side, represented by
6 her/its respective counsel, recognized the risk of an adverse result in the Action and agreed to
7 settle the Action and all other matters covered by this Agreement pursuant to the terms and
8 conditions of this Agreement.

10 **F.** Based on their own thorough, independent investigation and evaluation of this
11 case, Class Counsel are of the opinion that the settlement with Defendant for the consideration
12 and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interest
13 of the Settlement Class in light of all known facts and circumstances, including the risk of
14 significant costs and delay, the risk of non-certification of the Class, the defenses asserted by
15 Defendant, the risks of adverse determinations on the merits, and numerous potential appellate
16 issues. Although Defendant contends it has no liability in this case, Defendant's counsel shares
17 Class Counsel's belief that the Agreement represents a fair and adequate settlement given the
18 respective risks associated with the case.

20 **G.** This Agreement represents a compromise and settlement of highly disputed
21 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant
22 that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class
23 on those claims or to the State, or as an admission by Plaintiff that Defendant's defenses raised
24 in the Action have merit. This Agreement is intended to fully, finally, and forever compromise,
25 release, resolve, discharge, and settle the released claims subject to the terms and conditions set
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1 forth in this Agreement.

2 Based on the foregoing Recitals, the Parties agree as follows:

3 **III. SETTLEMENT TERMS AND CONDITIONS**

4 **A. Certification for Settlement Purposes.** Solely for the purposes of effectuating
5 this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional
6 certification of the Settlement Class. The Parties agree that if for any reason the Settlement is not
7 preliminarily and finally approved, the conditional certification of the Settlement Class will be
8 of no force or effect, does not constitute an admission by Defendant that class certification is
9 proper, and will not be deemed admissible in this or any other proceeding, and that the Parties
10 will litigate the issue of class certification.

11
12 **B. Gross Settlement Amount.** Subject to the terms and conditions of this
13 Agreement, the Gross Settlement Amount of Two Hundred Eighty Thousand Dollars and Zero
14 Cents (\$280,000.00), plus Defendant's employer share of employer-side payroll taxes, is the
15 maximum amount payable by Defendant. In no event will Defendant be required to pay more
16 than the Gross Settlement Amount for distribution to the Plaintiff, Class Counsel, Class
17 Members, LWDA, and Settlement Administrator as defined in Section 1.L above. The release
18 provisions of this Settlement will not take effect until Defendant has paid the Gross Settlement
19 Amount in full per this Settlement Agreement.

20
21 **C. Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
22 conditions of this Agreement, the Settlement Administrator will make the following payments
23 out of the Gross Settlement Amount as follows:
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1 **1. To Plaintiff.**

2 **(a) Class Representative Payment.** In addition to her Settlement
3 Share, Plaintiff will apply to the Court for an award of not more than Seven Thousand Five
4 Hundred Dollars and Zero Cents (\$7,500.00) as her Class Representative Payment. Defendant
5 will not oppose a Class Representative Payment of not more than \$7,500.00. Plaintiff will receive
6 no other payment other than her Settlement Share and Class Representative Payment from this
7 Settlement. The Settlement Administrator will pay the Class Representative Payment approved
8 by the Court out of the Gross Settlement Amount. Payroll taxes, withholdings, and deductions
9 will not be taken from the Class Representative Payment, and instead a Form 1099 will be issued
10 to Plaintiff with respect to that payment. Plaintiff agrees to assume all responsibility and liability
11 for the payment of taxes due on the Class Representative Payment. The Class Representative
12 Payment is in exchange for the release of Released Claims against the Released Parties, the
13 general Release of Claims by Plaintiff, and for Plaintiff's time, effort and risk in bringing and
14 prosecuting the Action. Any adjustments made by the Court to the requested Class
15 Representative Payment shall not be deemed a material modification of this Settlement
16 Agreement. In the event that the Court reduces or does not approve the requested Class
17 Representative Payment, the Settlement Agreement remains in full force and effect, Plaintiff
18 shall not have the right to revoke the Settlement for that reason, it shall remain binding, and any
19 portion of the Class Representative Payment not awarded to Plaintiff will not revert to Defendant,
20 but instead shall be returned to the Net Settlement Amount.
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24 **2. To Class Counsel.** Class Counsel will apply to the Court for an award of
25 not more than Ninety Three Thousand Three Hundred Thirty Three Dollars and Thirty Three
26 Cents (\$93,333.33) (which is 33 and 1/3% of the Gross Settlement Amount) as their Class
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Counsel Fees Payment and an amount not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00) as their Class Counsel Litigation Expenses Payment, and Defendant will not oppose this request. The Settlement Administrator will pay the amount approved by the Court (but not more than Ninety Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$93,333.33) in fees and not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in expenses) out of the Gross Settlement Amount. Withholding and deductions will not be taken from the Class Counsel Fees and Litigation Expenses Payment and one or more Forms 1099 will be issued to Class Counsel with respect to those payments.

3. To the Settlement Administrator. The Settlement Administrator will be paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the Court in an amount currently estimated to not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

4. To the LWDA. The Parties will jointly apply to the Court for approval of a settlement of claims under the Private Attorneys General Act ("PAGA"), California Labor Code section 2698, *et seq.*, for Four Thousand Dollars and Zero Cents (\$4,000.00), of which, payment from the Gross Settlement Amount to the LWDA will be made in the amount of Three Thousand Dollars and Zero Cents (\$3,000.00), which is 75% of the PAGA settlement. One Thousand Dollars and Zero Cents (\$1,000.00), 25% of the PAGA settlement, will remain in the Net Settlement Amount for distribution and will be distributed to PAGA Members on a *pro rata* basis based on the total number of Individual Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties regardless of their decision to submit a request for exclusion to opt out of the Settlement.

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1 **D. Allocation of Net Settlement Amount and Calculation of Settlement Shares.**

2 Subject to the terms and conditions of this Agreement, the Settlement Administrator will
3 distribute a payment from the Net Settlement Amount to each Participating Class Member. The
4 Settlement Share for each Participating Class Member will be calculated as follows,
5 understanding that the formulas below do not constitute an admission by either party, and are
6 intended only to provide a practical means to simplify and administer the claims process:
7

8 **(a) Participating Class Members' Settlement Shares.** The
9 settlement shares are allocated 33.33% to wages (for which employment taxes will be deducted
10 and W-2s issued) and 66.66% to penalties and interest (for which 1099s will be issued).

11 **(b) Class Portion of Settlement Ratio Calculation.** The Settlement
12 Administrator shall assign to each Class Member a "Settlement Ratio," which shall be a fractional
13 number comprised of (a) that Class Member's Individual Pay Periods as the numerator, and (b)
14 the aggregate total of all Class Members' Individual Pay Periods as the denominator. The
15 Settlement Administrator shall assign to each Class Member the "Settlement Share" which shall
16 be calculated by multiplying that Class Member's Settlement Ratio by amount allocated to Class
17 Members from the Net Settlement Amount.
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19 **(c) PAGA Portion of Settlement Ratio Calculation.** The Settlement
20 Administrator shall assign to each Class Member a "Settlement Ratio," which shall be a fractional
21 number comprised of (a) that PAGA Member's Individual Pay Periods during the PAGA Period
22 as the numerator, and (b) the aggregate total of all PAGA Members' Individual Pay Periods
23 during the PAGA Period as the denominator. The Settlement Administrator shall assign to each
24 PAGA Member the "Settlement Share" which shall be calculated by multiplying that PAGA
25 Member's Settlement Ratio by amount allocated to PAGA Members from the Net Settlement
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1 Amount.

2 **2. Settlement Share Worksheet.** Upon calculation of the Class Members'
3 and PAGA Members' Settlement Share, the Settlement Administrator shall furnish to Class
4 Counsel and Defense counsel a worksheet containing a list unique identifying numbers for each
5 of the Class Members with their corresponding Individual Pay Periods and Settlement Shares.

6 **E. Taxes and Withholdings.** Each Settlement Share is intended, in part, to settle the
7 Class Members' claims for Defendant's failure to pay wages, unauthorized and unlawful wage
8 deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure
9 to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay
10 wages, failure to maintain required payroll records, and related violations of PAGA and the unfair
11 competition law. Each Class Member shall be individually responsible for the employee's share
12 of applicable payroll tax withholdings and deductions. Accordingly, each Settlement Share
13 allocated to wages will be reduced by applicable employee-side payroll tax withholdings and
14 deductions, and the Settlement Administrator will issue a Form W-2 to each Participating Class
15 Member. The remaining non-wage payments will be reported on an IRS Form-1099 by the
16 Settlement Administrator. For PAGA Members who submit a timely and valid request for
17 exclusion to opt out of the class portion of the Settlement, 100% of the individual Settlement
18 Share to that individual shall be allocated as penalties, and not wages, for which the Settlement
19 Administrator will issue to the PAGA Member an IRS Form-1099. Defendant will be responsible
20 for the normal employer's share of any payroll tax attributable to the wage portion of the
21 Settlement Share payments. Defendant's payment of the normal employer's share of payroll
22 taxes attributable to the wage portion of the Settlement Share payments will be in addition to the
23 Gross Settlement Amount or Net Settlement Amount.
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1 **F. Appointment of Settlement Administrator.** The Parties will ask the Court to
2 appoint CPT Group, Inc., a qualified administrator, to serve as the Settlement Administrator,
3 which, as a condition of appointment, will agree to be bound by this Agreement with respect to
4 the performance of its duties and its compensation. The Settlement Administrator's duties will
5 include preparing, printing, and mailing the Class Notice to all Class Members; and using
6 reasonable measures to contact all Class Members, including conducting a National Change of
7 Address search on all Class Members before mailing the Class Notice to each Class Member's
8 address. The Settlement Administrator's duties will also include re-mailing the Class Notice to
9 the Class Member's new address for those Class Members whose address has changed; providing
10 the Parties with weekly status reports about the delivery of Class Notice; calculating Settlement
11 Shares; issuing and distributing checks to effectuate the payments due under the Settlement;
12 reporting to the Court as required; and otherwise administering the Settlement pursuant to this
13 Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of
14 printing and mailing the Class Notice, will be paid out of the Gross Settlement Amount, as set
15 forth herein, subject to Court approval. Any portion of the of the Settlement Administrator's fees
16 and expenses that are not used or which are not awarded by the Court will not revert to Defendant,
17 but instead will be part of the Net Settlement Amount for distribution to Participating Class
18 Members. If the Settlement Administrator's fees and expenses exceed Ten Thousand Dollars and
19 Zero Cents (\$10,000.00), such cost will be deducted from the Net Settlement Amount.

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22 **IV. PROCEDURES FOR APPROVING SETTLEMENT**

23 **A. Motion for Preliminary Approval of Settlement by the Court.** Class Counsel
24 will move the Court for an order granting Preliminary Approval of the Settlement (the "Motion
25 for Preliminary Approval"), setting a date for the Final Approval Hearing, and approving the
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Class Notice (attached as **Exhibit A** to this Agreement),. Any disagreement among the Parties concerning the Class Notice or other documents necessary to implement the Settlement will be referred to the Court.

1. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that they will appear and support the granting of the motion, and that Class Counsel will submit an Order Granting Preliminary Approval of Settlement, Approval of Notice to Class and Setting Hearing for Final Approval of Settlement.

2. Should the Court decline to approve the Settlement, the Settlement will be null and void and the Parties will have no further obligations under it.

B. Notice to Class Members. After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with a “Class Notice.”

1. List of Class Members. Within fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant shall provide to the Settlement Administrator:

(a) An electronic database of all Class Members, last known mailing address, Social Security number, and Defendant's employee identification number ("Class Members' Data").

(b) Corresponding to each Class Member's name, Defendant shall provide a figure indicating the total number of Pay Periods during the Class Period in which that Class Member was employed by Defendant as a Class Member. That number of Pay Periods shall be referred to as that Class Member's "Individual Pay Periods."

(c) If any of the Class Members' Data are unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct

1 or otherwise agree upon the Class Members' Data prior to when it must be submitted to the
2 Settlement Administrator. Class Members' Data will otherwise remain confidential and will not
3 be disclosed to anyone, except as necessary to applicable taxing authorities, or pursuant to
4 Defendant's express written authorization or by order of the Court.

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6 **2. Mailing of Class Notice.** Within fourteen (14) days after receiving the
7 Class Members' Data, or as soon thereafter as it can do so, the Settlement Administrator will
8 mail the Class Notice to all identified Class Members via first-class U.S. mail using the mailing
9 address information provided by Defendant, unless modified by any updated address information
10 that the Settlement Administrator obtains in the course of administration of the Settlement.

11 **3. Returned Class Notice.** If a Class Notice is returned because of an
12 incorrect address, the Settlement Administrator will promptly, and not later than ten (10) days
13 from receipt of the returned Class Notice, search for a more current address for the Class Member
14 and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the
15 Class Members' Data and otherwise work with Defendant's Counsel and Class Counsel to find
16 a more current address. The Settlement Administrator will be responsible for taking reasonable
17 steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing
18 address of any Class Member for whom a Class Notice is returned as undeliverable by the U.S.
19 Postal Service. These reasonable steps shall include the tracking of all undelivered mail;
20 performing address searches for all mail returned without a forwarding address; and promptly re-
21 mailing to Class Members for whom new addresses are found. If the Class Notice is re-mailed,
22 the Settlement Administrator will note for its own records and notify Class Counsel and
23 Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status
24 report provided to the Parties.
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1 **4. Declaration of Settlement Administrator.** Not later than twenty-one
2 (21) court days prior to the Final Approval Hearing, the Settlement Administrator will provide
3 the Parties for filing with the Court a declaration of due diligence setting forth its compliance
4 with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement
5 Administrator will supplement its declaration of due diligence if any material changes occur from
6 the date of the filing of its prior declaration.
7

8 **C. Disputed Class Member Settlement Shares.** If a Class Member disputes his/her
9 estimated Settlement Share, the Class Member may produce evidence to the Settlement
10 Administrator for the Class Period. In order for the dispute to be considered, he/she must follow
11 the directions on the Class Notice. To be valid and timely, all disputes and supporting documents
12 must be postmarked by the Response Deadline. A Class Member may submit any document to
13 the settlement administrator supporting his/her assertion of the number of Pay Periods s/he
14 contends s/he worked in connection with the dispute. Absent evidence rebutting Defendant's
15 records, Defendant's records will be presumed determinative. However, if a Class Member
16 produces evidence contrary to Defendant's records by the Response Deadline, the Settlement
17 Administrator shall notify Class Counsel and Defense Counsel to discuss and resolve the dispute,
18 including providing all available relevant information to all counsel. The Parties will resolve all
19 disputes jointly, which shall be final and binding on any Class Member disputes, and shall
20 thereafter instruct the Settlement Administrator how to proceed in processing the dispute. If the
21 Parties cannot reach an agreement, the dispute shall be submitted to the Court for final
22 determination. All such disputes are to be resolved or submitted to the Court not later than
23 fourteen (14) calendar days after the Response Deadline.
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1 **D. Requests for Exclusion from Settlement; and Objections to Settlement.** Class
2 Members may submit requests to be excluded from the effect of the Settlement, or objections to
3 the Settlement, pursuant to the following procedures:

4 **1. Request for Exclusion from Settlement.** A Class Member may request
5 to be excluded from the effect of this Agreement, and any payment of amounts under this
6 Agreement, by timely mailing a letter to the Settlement Administrator stating that the Class
7 Member wants to be excluded from this Action. This letter must include the Class Member's
8 name, address, telephone number, signature, and a clear statement requesting to be excluded from
9 the settlement of the class claims, as set forth on the Request for Exclusion form or similar to the
10 following: "I wish to exclude myself from the class settlement reached in the matter of *Johnson*
11 *v. Nan McKay & Associates, Inc.*. I understand that by excluding myself, I will not receive money
12 from the settlement of my individual claims." To be valid and timely, the request to be excluded
13 must be postmarked by the Response Deadline and received by the Settlement Administrator. A
14 Class Member who properly submits a valid and timely request to be excluded from the Action
15 shall not receive any payment of any kind in connection with this Agreement or this Action, shall
16 not be bound by or receive any benefit of this Agreement, and shall have no standing to object to
17 the Settlement, except that the request for exclusion shall not be effective as to the release of
18 claims arising under PAGA and shall not preclude the Class Member from receiving their share
19 of the PAGA Penalties. A request for exclusion must be mailed to the Settlement Administrator
20 at the address provided on the Class Notice. The Settlement Administrator shall transmit the
21 request for exclusion to counsel for the Parties as follows:
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To Class Counsel:

David G. Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069

To Defense Counsel:

Debra Ellwood Meppen, Esq.
Peter Choi, Esq.
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street
52nd Floor
Los Angeles, CA 90071

2. Objections to Settlement. The Class Notice will provide that any Class Member who does not request exclusion from the Action and who wishes to object to the Settlement should submit an objection in writing to the Settlement Administrator. To be valid, an objection must be postmarked by the Response Deadline and received by the Settlement Administrator. The written objection to the Settlement should set forth the grounds for the objection and the other information required by this paragraph. The objection should be mailed to the Settlement Administrator at the address provided on the Class Notice. The Settlement Administrator shall transmit the objections to counsel for the Parties as follows:

To Class Counsel:

David G. Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069

To Defense Counsel:

Debra Ellwood Meppen, Esq.
Peter Choi, Esq.
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street
52nd Floor
Los Angeles, CA 90071

Counsel will promptly file such objection with the Court.

The written objection should state the objecting Class Member's full name, address, and the approximate dates of his or her employment with Defendant. The written objection should state the basis for each specific objection and any legal support in clear and concise terms.

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1 Regardless of whether an objecting Class Member complies with the objection procedure
2 encouraged above, the Court will provide a Class Member with the opportunity to speak at the
3 final approval hearing regardless of whether he or she has filed an appearance or submitted a
4 written opposition beforehand. If the Court rejects the Class Member's objection, the Class
5 Member will still be bound by the terms of this Agreement.

6
7 **E. Report.** Not later than fourteen (14) days after the deadline for submission of
8 requests for exclusion, the Settlement Administrator will provide the Parties with a complete and
9 accurate list of all Class Members who sent timely requests to be excluded from the Action and
10 all Class Members who objected to the settlement.

11 **F. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their
12 respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member
13 to seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment.
14 If Class Members accounting for more than 5% of the Class submit valid requests to be excluded
15 from the Settlement, then Defendant shall have the unilateral right to void this Settlement.
16 Defendant may do so by giving notice to Class Counsel and the Court of its election to void the
17 Settlement not later than seven (7) days before the Final Approval Hearing. No sums shall be
18 payable by Defendant if this Agreement is voided as provided for herein with one exception:
19 Defendant agrees to pay any fees owing to the Settlement Administrator for services rendered in
20 the event Defendant exercises its right to void the Settlement.

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23 **G. Additional Briefing and Final Approval.** Plaintiff will file with the Court a
24 motion for final approval of the Settlement and payment of the Settlement Administrator's
25 reasonable fees and expenses and a memorandum in support of their motion; and Plaintiff and
26 Class Counsel will serve on Defendant and file with the Court a motion for awards of the Class
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1 Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation
2 Expenses Payment pursuant to this Settlement, and memoranda in support of their motions.

3 Before the Final Approval Hearing, the Parties shall be entitled to file and serve a
4 response to any Class Member's objection to the Settlement and/or reply in support of their
5 motion for final approval of the Settlement, and payment of the Settlement Administrator's
6 reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiff
7 and Class Counsel may file replies in support of their motions for the Class Representative
8 Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
9

10 If the Court ultimately does not grant final approval of the Settlement or grants final
11 approval conditioned on any material change to the Settlement, then either Party will have the
12 unilateral right to void the Settlement in its entirety; if that occurs, the Parties will have no further
13 obligations under the Settlement, including any obligation by Defendant to pay the Gross
14 Settlement Amount or any amounts that otherwise would have been payable under this
15 Agreement, except that Defendant and Plaintiff will jointly and equally pay the Settlement
16 Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the
17 right to void the Settlement under this Paragraph. However, an award by the Court of a lesser
18 amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment,
19 the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not
20 constitute a material modification to the Settlement within the meaning of this Paragraph and
21 shall not render the Settlement voidable. Plaintiff and Class Counsel shall retain the right to
22 appeal awards of attorneys' fees and costs less than requested.
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25 Upon final approval of the Settlement by the Court at or after the Final Approval Hearing,
26 the Parties will present for the Court's approval and entry a Proposed Final Order and Judgment.
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1 The Final Order and Judgment shall permanently bar all Participating Class Members from
2 prosecuting against Defendant any claims within the scope of the Releases contained in this
3 Agreement.

4 After entry of the Judgment, the Court will have continuing jurisdiction over the Action
5 and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement
6 administration matters, and (iii) addressing such post-Judgment matters as may be appropriate
7 under court rules or applicable law.

8
9 **H. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the
10 terms and conditions of this Agreement, and that no Class Member timely objects to the
11 Settlement or files a motion pursuant to Civil Procedure Code section 663, Defendant, and its
12 counsel hereby waive, except as provided for in this Agreement or prohibited by law, any and all
13 rights to appeal from the Judgment, including all rights to any post-judgment proceeding and
14 appellate proceeding, such as a motion to vacate judgment, a motion for new trial, any
15 extraordinary writ, and any appeal, and the Judgment therefore will become non-appealable at
16 the time it is entered. The waiver of appeal does not include any waiver of the right to oppose
17 any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the
18 Judgment, the time for consummation of the Settlement (including making any payments under
19 the Settlement) will be suspended until the appeal is fully and finally resolved and the Judgment,
20 consistent with the terms of this Agreement, becomes Final.

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23 **I. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
24 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
25 motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies
26 the Judgment such that there is a material modification to the Settlement, and that court's decision
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1 is not completely reversed and the Judgment is not fully affirmed on review by a higher court,
2 then either Plaintiff or Defendant will have the unilateral right to void the Settlement, which the
3 Party must do by giving written notice to the other Parties, the reviewing court, and the Court,
4 not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or
5 materially modifying the Judgment becomes final. The Party exercising her/its right to
6 unilaterally void the Settlement pursuant to this provision agrees to pay any fees owing to the
7 Settlement Administrator for services rendered. An order vacating, reversing or modifying the
8 Court's award of the Class Representative Payment, or the Class Counsel Fees Payment and/or
9 Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material
10 modification of the Judgment within the meaning of this paragraph, and shall not render the
11 Settlement voidable.
12

13 **J. Establishment of Settlement Account.** The Settlement Administrator shall
14 establish a Settlement Account for distributing Settlement Shares and Payments identified in this
15 Agreement. Within ten (10) calendar days of the Effective Date, Defendant shall pay the Gross
16 Settlement Amount into the Settlement Account. Should the 10th calendar day following the
17 Effective Date fall on a weekend or state/federal holiday, Defendant shall remit payment on the
18 following weekday/non-holiday.
19

20 **K. Default on Payment.** In the event Defendant fails to pay any portion of the Gross
21 Settlement Amount, it shall be considered a default. In the event Defendant fails to make any
22 payment on the date it is due, the Settlement Administrator will provide notice to Class Counsel
23 and Defense Counsel within five (5) business days of the missed payment. Thereafter, Defendant
24 will have fifteen (15) days to cure the default and tender payment to the Settlement Administrator.
25 In the event Defendant fails to cure the default within the times set forth herein, Plaintiff may,
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1 among other remedies, elect to enter judgment against Defendant, on an ex parte basis, for the
2 balance of the unpaid Gross Settlement Amount to date, and Plaintiff will be entitled to recover
3 interest at ten percent (10%) per year and reasonable attorneys' fees and costs.

4 **L. Payment of Settlement Shares.** Within ten (10) calendar days of receipt of the
5 Gross Settlement Amount, the Settlement Administrator shall pay Settlement Shares, from the
6 Settlement Account, to all Class Members (who do not submit valid requests to be excluded from
7 the Action) for release of their non-PAGA claims consistent with the terms of this Settlement.
8 Class Members (whether or not they timely request exclusion from the Settlement) will also be
9 paid their Settlement Shares for release of the Released Claims under PAGA consistent with the
10 terms of this Settlement. The Settlement Administrator shall pay each Settlement Share by
11 sending a check in the appropriate amount to the Class Member at the address indicated in the
12 list of Class Member names and addresses provided by Defendant, or as subsequently determined
13 by the Settlement Administrator to be the correct address.
14

15 **M. Uncashed Settlement Share Checks.** Any check issued by the Settlement
16 Administrator to Class Members who do not timely and validly opt out shall be negotiable for
17 one hundred and eighty (180) calendar days. Those funds represented by checks returned as
18 undeliverable and those checks remaining un-cashed for more than 180 days after issuance
19 (collectively, "Voided Settlement Checks"), plus any interest that has accrued on those funds,
20 will be paid to the California Unclaimed Property Fund.
21

22 **N.** The Settlement Administrator will mail or wire all required payments no later than
23 fourteen (14) calendar days after receipt of the funds representing the Gross Settlement Amount
24 from Defendant. Proof of payment will be filed with the Court.
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1 **O. Final Report by Settlement Administrator to Court.** Within ten (10) calendar
2 days after final disbursement of all funds from the Settlement Account, the Settlement
3 Administrator will serve on the Parties for filing with the Court a declaration providing a final
4 summary report on the disbursements of all funds from the Settlement Account.

5 **V. RELEASE OF CLAIMS**

6 **A. Plaintiff and Class Members.** The Parties agree that it is their intent that the
7 resolution set forth in this Settlement will release and discharge the Released Claims by way of
8 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other
9 action of any kind by each and all of the Settlement Class Members (including participation to
10 any extent in any representative or collective action) against the Released Parties. This release
11 will not take effect until Defendant has paid the Gross Settlement Amount in full per this
12 Settlement Agreement. All PAGA Members, regardless of whether they submit timely and valid
13 requests for exclusion from the Settlement, will release all Released Claims under PAGA against
14 the Released Parties. The State of California will also release all Released Claims under PAGA
15 against the Released Parties.

16 **B. Release of Claims by Plaintiff.** Upon the Effective Date, and only after
17 Defendant pays the entirety of the Gross Settlement Amount, Plaintiff will be deemed to have
18 released the Released Parties of and from all of the Released Claims during the Class Period.
19 These claims include all claims alleged or could have been alleged based on the facts,
20 circumstances, and/or primary rights at issue in the Complaint and any amendments thereto. They
21 include without limitation: (1) all claims for failure to pay wages earned, including minimum
22 wages, and overtime wages; (2) all claims for failure to provide rest periods and claims for rest
23 period premium pay; (3) all claims for failure to provide meal periods and claims for meal period
24 premium pay; (3) all claims for failure to provide meal periods and claims for meal period
25 premium pay; (3) all claims for failure to provide meal periods and claims for meal period
26 premium pay; (3) all claims for failure to provide meal periods and claims for meal period
27 premium pay; (3) all claims for failure to provide meal periods and claims for meal period
28 premium pay.

1 premium pay; (4) all claims for failure to provide accurate wage statements and related penalties;
2 (5) all claims for failure to timely pay wages during employment and at termination; (6) all claims
3 for violation of California Business and Professions Code §§ 17200, et seq., to the extent such
4 claims are predicated on the other claims released herein; and (7) all claims for violation of
5 PAGA and all related claims for penalties, to the extent such claims are predicated on the other
6 claims released herein. Plaintiff's release set forth herein shall include a waiver of all rights under
7 California Civil Code §1542, which includes a release of all known and unknown claims against
8 the Released Parties during the Class Period. Civil Code section 1542 provides:

10 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
11 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
12 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
13 **RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR
RELEASED PARTY

14 Upon the Effective Date, Plaintiff will be deemed to have waived her rights under Civil Code
15 §1542 during the Class Period, as set forth above. However, Plaintiff's release excludes any claim
16 for worker's compensation. It also excludes her claims in the matter of *Paula Johnson v. Nan*
17 *McKay & Associates, Inc.*, San Francisco Superior Court Case No. CGC-21-591646, which has
18 since been dismissed with prejudice. **Class Counsel.** As of the date the Judgment becomes
19 Final, and except as otherwise provided by this Agreement, Class Counsel and any counsel
20 associated with Class Counsel (The Spivak Law Firm and United Employees Law Group),
21 including without limitation David G. Spivak, Esq. and Walter L. Haines, Esq., waive any claim
22 to costs and attorneys' fees and expenses against Defendant or the Released Parties arising from
23 or related to the Action, except those incurred to enforce this Agreement and collect the
24 Judgment.
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1 **C. Tax Liability.** Defendant makes no representation as to the tax treatment or legal
2 effect of the payments called for in this Agreement, and Plaintiff, Settlement Class Members,
3 and PAGA Members are not relying on any statement, representation, or calculation by
4 Defendant or by the Settlement Administrator in this regard. Plaintiff, Settlement Class Members,
5 and PAGA Members understand and agree that except for Defendant's payment of the
6 employer's portion of any payroll taxes, they will be solely responsible for the payment of any
7 taxes and penalties assessed on the payments described herein.
8

9 **D. Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR
10 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
11 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
12 PARTY") ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS
13 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
14 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
15 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
16 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
17 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
18 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
19 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND
20 TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH
21 THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
22 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR
23 TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
24 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
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1 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
2 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
3 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
4 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
5 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
6 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
7 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
8 AGREEMENT.
9

10 **VI. NON-PUBLICITY PROVISION**

11 The Parties and their counsel agree that they will not issue any press releases, initiate any
12 contact with the press, respond to any press inquiry, or have any communication with the press
13 about the fact, amount, or terms of the Settlement. In addition, the Parties and their counsel agree
14 that they will not engage in any advertising or distribute any marketing materials relating to the
15 Settlement of this case in any manner that identifies the Defendant, including but not limited to
16 any postings on any websites maintained by Class Counsel. Neither Plaintiff nor Class Counsel
17 will discuss the terms or the fact of the Settlement with third parties other than (1) their immediate
18 family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3)
19 other Class Members. Plaintiff and Class Counsel agree not to publish any of the terms or
20 conditions of this Settlement in any manner that identifies the Defendant. However, Class
21 Counsel may identify this Settlement in other matters to demonstrate their adequacy as counsel
22 in such other matters.
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1 **VII. MISCELLANEOUS TERMS**

2 **A. No Effect on Other Benefits.** The Settlement Shares will not result in any
3 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and
4 shall not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiff
5 and Class Members will be deemed to have waived all such claims, whether known or unknown
6 by them, as part of their release of claims under this Agreement.
7

8 **B. No Admission of Liability.** Defendant denies that it has engaged in any unlawful
9 activity, has failed to comply with the law in any respect, or has any liability to anyone under the
10 claims asserted in the Action. This Agreement is entered into solely for the purpose of
11 compromising highly disputed claims. Nothing in this Agreement is intended or will be construed
12 as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of
13 her claims was non-meritorious or any defense asserted by Defendant was meritorious. This
14 Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have
15 no bearing on, and will not be admissible in connection with, any litigation (other than solely in
16 connection with the Settlement).
17

18 **C.** Whether or not the Judgment becomes Final, neither the Settlement, this
19 Agreement, any document, statement, proceeding or conduct related to the Settlement or the
20 Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or
21 admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to
22 Defendant or any other Released Parties, including, but not limited to, evidence of a presumption,
23 concession, indication or admission by any of the Released Parties of any liability, fault,
24 wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence
25 against any of the Released Parties, in any further proceeding in the Action, or any other civil,
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1 criminal or administrative action or proceeding except for purposes of effectuating the Settlement
2 pursuant to this Agreement.

3 **D. Integrated Agreement.** After this Agreement is signed and delivered by all
4 Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement
5 between the Parties relating to the Settlement, and it will then be deemed that no oral
6 representations, warranties, covenants, or inducements have been made to any Party concerning
7 this Agreement or its exhibits other than the representations, warranties, covenants, and
8 inducements expressly stated in this Agreement and its exhibits.

10 **E. Attorney Authorization.** Class Counsel and Defense Counsel warrant and
11 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
12 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
13 its terms, and to execute any other documents required to effectuate the terms of this Agreement.
14 The Parties and their counsel will cooperate with each other and use their best efforts to effect
15 the implementation of the Settlement. In the event the Parties are unable to reach agreement on
16 the form or content of any document needed to implement the Agreement, or on any supplemental
17 provisions that may become necessary to effectuate the terms of this Agreement, the Parties will
18 seek the assistance of the Court, and in all cases, all such documents, supplemental provisions
19 and assistance of the court will be consistent with this Agreement.

21 **F. Use and Return of Documents and Data.** Upon written request from Defendant,
22 Class Counsel will return or destroy all originals, copies, and summaries of documents and data
23 provided to Class Counsel by Defendant in connection with the settlement negotiations in this
24 matter. Class Counsel will confirm in writing to Defendant the destruction of all such documents
25 and data within fourteen (14) days of such request.
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1 **G. Modification of Agreement.** This Agreement, and all parts of it, may be
2 amended, modified, changed, or waived only by an express written instrument signed by all
3 Parties or their successors-in-interest.

4 **H. Agreement Binding on Successors.** This Agreement will be binding upon, and
5 inure to the benefit of, the successors of each of the Parties.

6 **I. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
7 be governed by and interpreted according to the laws of the State of California, without giving
8 effect to any conflict of law principles or choice of law principles.

9 **J. Cooperation in Drafting.** The Parties have cooperated in the drafting and
10 preparation of this Agreement. This Agreement will not be construed against any Party on the
11 basis that the Party was the drafter or participated in the drafting.

12 **K. Fair Settlement.** The Parties and their respective counsel believe and warrant that
13 this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived
14 at this Agreement through arms-length negotiations, considering all relevant factors, current and
15 potential.

16 **L. Headings.** The descriptive heading of any section or paragraph of this Agreement
17 is inserted for convenience of reference only and does not constitute a part of this Agreement.

18 **M. Notice.** All notices, demands or other communications given under this
19 Agreement will be in writing and deemed to have been duly given as of the third calendar day
20 after mailing by United States mail, addressed as follows:

21 *To Class Counsel:*
22 David G. Spivak, Esq.
23 The Spivak Law Firm
24 8605 Santa Monica Bl
25 PMB 42554
26 West Hollywood, CA 90069

27 *To Defense Counsel:*
28 Debra Ellwood Meppen, Esq.
 Peter Choi, Esq.
 Gordon Rees Scully Mansukhani, LLP
 633 West Fifth Street, 52nd Floor
 Los Angeles, CA 90071

1 **Execution in Counterpart.** This Agreement may be executed in one or more
2 counterparts. All executed counterparts and each of them will be deemed to be one and the same
3 instrument provided that counsel for the Parties will exchange between themselves original signed
4 counterparts. Facsimile signatures will be presumptive evidence of execution of the original,
5 which shall be produced on reasonable request. Any executed counterpart will be admissible to
6 prove the existence and contents of this Agreement.
7

8
9 Dated: 09 / 28 / 2022

By: Paula Johnson
PAULA JOHNSON

11
12 Dated: September 30, 2022

By: Sarah Waitt
Sarah Waitt for
Nan McKay & Associates, Inc.

15 THE SPIVAK LAW FIRM

16
17 Dated: 09 / 28 / 2022

By: David Spivak
DAVID G. SPIVAK
MAYA CHEAITANI, Attorneys for
Plaintiff, PAULA JOHNSON, and all
others similarly situated

21 UNITED EMPLOYEES LAW GROUP

22
23 Dated: 09 / 29 / 2022

By: Walter L. Haines
WALTER L. HAINES, Attorneys for
Plaintiff, PAULA JOHNSON, and all
others similarly situated

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GORDON REES SCULLY MANSUKHANI,
LLP

Dated: October 5, 2022

By:



PETER CHOI, Attorneys for
Defendant, NAN MCKAY &
ASSOCIATES, INC.

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EXHIBIT A

1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND**
2 **HEARING DATE FOR COURT APPROVAL**

3 *Paula Johnson v. Nan McKay & Associates, Inc., Case No. CGC-20-586796*

4 **As a current or former hourly or nonexempt employee of Nan McKay & Associates, Inc.**
5 **in California, you may be entitled to receive money from a class action settlement.**

6 CPT ID: <<CPT ID>>

Please provide current address (if different) here:

7 <<Name>>

8 <<Address1>>

9 <<Address2>>

10 <<City>>, <<State>> <<Zip Code>>

11 *The San Francisco County Superior Court has authorized this Class Notice.*
12 *This is not a solicitation from a lawyer.*

13 YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION
14 SETTLEMENT IF YOU ARE A CURRENT OR FORMER HOURLY OR NONEXEMPT
15 EMPLOYEE OF NAN MCKAY & ASSOCIATES, INC. IN THE STATE OF CALIFORNIA
16 BETWEEN SEPTEMBER 25, 2016 AND THE EARLIER OF COURT PRELIMINARY
17 APPROVAL OF THIS SETTLEMENT OR JUNE 16, 2022.

- 18 • A proposed settlement of \$280,000.00 (the “Gross Settlement Amount”) will be used to pay
19 claims to: All persons Defendant Nan McKay & Associates, Inc. employed in California as
20 hourly or nonexempt employee during the “Class Period” of September 25, 2016 to the earlier
21 of Court preliminary approval of this Settlement or June 16, 2022 (the “Class Members”).
22 The Gross Settlement Amount includes (a) expenses and fees of the Settlement Administrator
23 up to \$10,000.00; (b) an Class Representative Payment of \$7,500.00 to the Plaintiff Paula
24 Johnson as the class representative; (c) attorneys’ fees of up to \$93,333.33 and litigation
25 expenses of up to \$15,000.00 to Class Counsel; and (d) \$4,000.00 allocated to settle claims
26 brought pursuant to the Private Attorneys General Act, California Labor Code Section 2698,
27 *et seq.* (“PAGA”) (75% of which will go to the California Labor & Workforce Development
28 Agency (“LWDA”) and 25% of which will go to Class Members). The Court must approve
 these payments at the Final Approval Hearing.
- The settlement resolves a lawsuit entitled *Paula Johnson v. Nan McKay & Associates, Inc.*,
 Case No. CGC-20-586796 (the “Action”) for Defendant’s alleged failure to pay wages,
 unauthorized and unlawful wage deductions, failure to provide meal periods, failure to
 authorize and permit rest periods, failure to indemnify for business expenses, failure to issue
 proper wage statements, failure to timely pay wages, failure to maintain required payroll
 records, and other legal consequences that would follow from these failures, including claims
 under California’s Business & Professions Code and PAGA. This settlement avoids the costs

and risks from continuing the Action, pays money to persons like you, and releases Defendant from alleged liability.

- The Court has not made a determination of the validity of the claims in the Action. Defendant denies any and all liability arising from any of the claims and contends that at all relevant times it did not failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, or commit related wrongs, and fully complied with all applicable laws.
- Class Members will receive a payment based on the number of Pay Periods, rounded up to the nearest full Pay Period, during the Class Period.

**PLEASE READ THIS ENTIRE CLASS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

HOW MUCH WILL I GET?

You have a total number of <<number of Pay Periods>> Pay Periods during the Class Period.

It is expected that you will receive approximately <<Individual Settlement Payment amount>> from this Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Action.
OPT OUT	Receive no payment for release of the class claims and retain your legal rights to pursue these claims. However, you may not opt out of the PAGA Released Claims and will be paid for release of these claims even if you opt out of the Settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, CPT Group, Inc., about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court.
DISPUTE THE PAY PERIODS CALCULATION	If you feel that you worked a different amount of Pay Periods as an hourly or nonexempt employee than identified above, you may dispute that calculation by writing to the Settlement Administrator.
ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. If you timely file and serve a written objection, and if you also want to speak about your objection at the hearing, you should send a letter to the Settlement Administrator, CPT Group, Inc., providing notice of your intention to appear and speak at the hearing.

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

You were sent this Class Notice because you have a right to know about the proposed settlement in the Action and about all of your options before the Court rules on whether to finally approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments that the settlement allows. This Class Notice explains the Action, the proposed settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the San Francisco County Superior Court. The person who sued is called “Plaintiff” and the organization she sued is called “Defendant.”

2. What is the Action about?

In the Action, Paula Johnson (“Plaintiff”) alleged multiple violations of the California Labor Code, the California Business & Professions Code, and PAGA, including causes of action for: failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, unfair competition under California’s Business & Professions Code, and claims for civil penalties for violations of the PAGA.

3. Why is there a settlement?

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Plaintiff won at trial. Defendant believes the Plaintiff would not prevail if this case went to trial. The Court has not decided in favor of the Plaintiff or Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial, yet Class Members are still entitled to receive payments if they comply with the instructions in this Class Notice. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the Class Members.

4. What is a class action settlement?

The Court must approve the terms of the proposed settlement as fair and reasonable. Once approved, the settlement will affect all Class Members, except those who have properly opted out. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may receive. Please read this entire Class Notice carefully.

5. What should I do?

1 You can do nothing, and if you are entitled to a payment, you will be paid. Be mindful, however,
2 that if this Class Notice reaches you and the address where you now live is different, you need
3 to contact the Settlement Administrator and provide updated information so that any future
correspondence or the settlement check itself reaches you and is not returned as an address
unknown.

6. How much will my payment be?

4
5 After all fees, costs, and offsets are taken as set forth under the Settlement Agreement (which is
6 available for review), the remainder will be used to pay Class Members a pro-rata payment based
7 on the number of Pay Periods each Class Member worked during the Class Period and PAGA
8 Members a pro-rata payment based on the number of Pay Periods each PAGA Member worked
during the PAGA Period ("Pro-Rata Share").

9 The Settlement Administrator shall determine by how many Pay Periods each such Class
10 Member has.

11 Your estimated payment is listed above, on page 2 of this document. If you do not dispute your
12 Pay Periods calculation, and do not opt out of the settlement, you will be bound by the settlement
and receive a settlement payment. **In other words, you do not need to take any action to
receive a settlement payment.**

13 If you wish to dispute the number of Pay Periods credited to you or anything else about your
14 employment status, you must write to the Settlement Administrator indicating what you believe
15 is incorrect and return it on or before <<date>> [60 days after initial mailing] via U.S. Mail with
16 proof of the submission date (such as a postmark or delivery service date stamp). If the
17 Settlement Administrator re-mailed your Class Notice to a new address, you will have additional
18 15 days from the date of the re-mailed Class Notice to write to the Settlement Administrator to
19 dispute your Pay Periods information. You must also send any documents or other information
20 that you contend supports your belief that the information set forth above is incorrect. The
Settlement Administrator will resolve any dispute based upon Defendant's records and any
information you provide. Please be advised that the information on this Notice is presumed to be
correct unless the documents you submit are company records from Defendant.

7. When would I get my payment?

21
22 The Court will hold a hearing on <<final approval hearing date>> at <<final approval hearing
23 time>> .m to decide whether to approve the proposed settlement. If the Court approves the
24 settlement and anyone objects, there may be appeals. It is always uncertain when these objections
25 and appeals can be resolved, and resolving them can take time. To check on the progress of the
settlement, call the Settlement Administrator at <<settlement administrator phone number>>, or
contact Class Counsel (see below for Class Counsel's contact information.). Please be patient.

26 You will have 180 days to cash your settlement check. If a mailed individual settlement payment
27 is not cashed by <<check cashing deadline>> (within 180 days of the date printed on the check),
28 all uncashed funds will be paid to the California State Controller's Office Unclaimed Property

1 Fund with the identity of the Class Member to whom the funds belong, to be held for the Class
2 Member.

3 **8. What am I releasing?**

4 If you do not exclude yourself from the settlement (according to the procedures explained below),
5 you will release certain claims as follows:

6 The Parties agree that it is their intent that the resolution set forth in this Settlement will
7 release and discharge the Released Claims by way of any further attempt, by lawsuit,
8 administrative claim or action, arbitration, demand, or other action of any kind by each
9 and all of the Settlement Class Members (including participation to any extent in any
10 representative or collective action) against the Released Parties. This release will not take
11 effect until Defendant has paid the Gross Settlement Amount in full per this Settlement
Agreement. All PAGA Members, regardless of whether they submit timely and valid
requests for exclusion from the Settlement, will release all Released Claims under PAGA
against the Released Parties. The State of California will also release all Released Claims
under PAGA against the Released Parties.

12 **“Released Claims”** shall mean all claims, rights, demands, liabilities and causes of action
13 that are alleged, or reasonably could have been alleged based on the facts and claims
14 during the period of September 25, 2016 through the earlier of Court preliminary approval
15 of this Settlement or June 16, 2022 asserted in the Operative Complaint and/or in the
16 letter(s) sent by Plaintiff to the LWDA concerning Defendant and the other Released
17 Parties, whether sounding in law or equity, tort, contract, statute, or other applicable
18 federal, state or local law or regulation, including but not limited to the following claims:
19 failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal
20 periods, failure to authorize and permit rest periods, failure to indemnify for business
21 expenses, failure to issue proper wage statements, failure to timely pay wages, failure to
22 maintain required payroll records, unfair business practices that could have been
23 premised on the claims, causes of action or legal theories of relief described above or any
24 of the claims, causes of action or legal theories of relief pleaded in the Action, all claims
25 under PAGA or for civil penalties that could have been premised on the claims, causes of
26 action or legal theories described above or any of the claims, causes of action or legal
27 theories of relief pleaded in the Action or Plaintiff’s letter(s) to the LWDA, including but
28 not limited to the California Code of Regulations and to Labor Code sections 201, 202,
203, 204, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198,
1199, 2800, and 2699; and any and all damages, restitution, disgorgement, civil penalties,
statutory penalties, taxes, interest or attorneys’ fees or costs resulting therefrom. Released
Claims shall not apply to claims for workers’ compensation benefits, unemployment
insurance benefits, or any other claim or right that as a matter of law cannot be waived or
released. The Parties acknowledge that Released Claims includes any claims for penalties
by a PAGA Member resulting from any LWDA investigation. The Parties will meet and
confer in good faith if the Court requires changes to the scope of the Released Claims.

1 **“Released Parties”** shall mean Defendant, and any of its former and present agents,
2 employees, servants, officers, directors, partners, trustees, representatives, shareholders,
3 stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations,
4 divisions, joint venturers, assigns, predecessors, successors, service providers, insurers,
5 consultants, subcontractors, joint employers, employee benefit plans and fiduciaries
6 thereof, affiliated organizations, and all persons acting under, by, through or in concert
7 with any of them, and each of them.

8 The release provisions of this Settlement will not take effect until Defendant has paid the Gross
9 Settlement Amount in full per this Settlement Agreement.

10 9. How can I opt out of this settlement?

11 You can opt out of this settlement and retain your rights. To do so, you must send a letter by mail
12 to the Settlement Administrator with the following sentence, or something similar, stating: “I
13 request to be excluded from the class action proceedings in the matter of *Paula Johnson v. Nan*
14 *McKay & Associates, Inc.*, Case No. CGC-20-586796.” You will have 60 **days** from the date of
15 mailing of this Class Notice to do so. Your Opt-Out request must be in writing and mailed to the
16 Settlement Administrator, CPT Group, Inc., <<settlement administrator mailing address>> and
17 be postmarked no later than <<response deadline>>, or it will not be considered and you will be
18 bound by the settlement. If the Settlement Administrator re-mailed your Class Notice to a new
19 address, you will have additional 15 days from the date of the re-mailed Class Notice to opt out.
20 You must include your full name (and former names, if any) and address in your request and you
21 must sign the written request. However, you cannot opt-out of the PAGA Released Claims and
22 will receive your pro rata share of the PAGA Penalties whether or not you opt of out of the
23 settlement.

24 10. Do I have a lawyer in this case?

25 The Court has appointed David G. Spivak of the The Spivak Law Firm, 8605 Santa Monica Bl,
26 PMB 42554, West Hollywood, CA 90069, Telephone: (213) 725-9094, david@spivaklaw.com
27 and Walter Haines of United Employees Law Group, to represent you and other Class Members
28 in the Action. These lawyers are called Class Counsel. They will be compensated from the Gross
Settlement Amount as discussed in this Class Notice. If you want to be represented by your own
lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel will ask the Court to award them fees of approximately 33 and 1/3% (one-third)
of the Gross Settlement Amount. Class Counsel will also ask the Court to award them costs of
not more than \$15,000.00 incurred in connection with the Action. The Court may choose to
award less than the amount requested by Class Counsel.

12. How do I object to the settlement?

1 You may object to the proposed settlement in writing or in person. However, you cannot object
2 or opt out of the PAGA Released Claims and will receive your pro rata share of the PAGA
3 Penalties whether or not you object or opt out from the settlement. If you object, the Court will
either sustain your objection or deny it.

4 If the Court sustains your objection, the Court may deny approval of the Settlement, in which
5 case no settlement payments will be sent out and the Action will continue. If the Court overrules
6 your objection, you will still be deemed part of the class and receive a payment for release of the
Class claims. You cannot object and request exclusion from the Settlement.

7 You may also appear at the Final Approval Hearing, either in person or through your own
8 attorney. If you appear through your own attorney, you are responsible for paying that attorney.
9 All written objections and supporting papers should (a) clearly identify the case name and
10 number (*Paula Johnson v. Nan McKay & Associates, Inc.*, Case No. CGC-20-586796), (b) be
11 submitted to the Settlement Administrator by mailing them to the Settlement Administrator, CPT
12 Group, Inc., <<settlement administrator mailing address>>, and (c) be filed or postmarked on or
before <<response deadline>>. If the Settlement Administrator re-mailed your Class Notice to a
new address, you will have additional 15 days from the date of the re-mailed Class Notice to
object. Class Members may appear at the final approval hearing to be heard on their objections,
even if they have not previously served a written objection.

13. When and where will the Court decide whether to approve the settlement?

14 The Court will hold a fairness hearing on <<final approval hearing date>> at <<final approval
15 hearing time>> .m in Department 206 at the San Francisco County Superior Court, Civic Center
16 Courthouse, 400 McAllister Street, San Francisco, CA 94102, (The Honorable Samuel K. Feng
17 presiding). At this hearing, the Court will consider whether the settlement is fair, reasonable, and
18 adequate. If there are objections that were properly made, the Court will consider them. The
19 Court will listen to people who have asked to speak at the hearing. The Court may also decide
20 how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to
approve the settlement. We do not know how long this decision will take.

14. Do I have to come to the hearing?

21 No. Class Counsel will answer any questions that the Court may have. But, you are welcome to
22 come at your own expense. If you sent an objection, you do not have to come to Court to talk
23 about it. As long as you timely mailed your written objection, the Court will consider it. You
24 may also pay your own lawyer to attend, but it is not required.

15. May I speak at the hearing?

25 Regardless of whether you properly objected to the settlement, you may speak at the fairness
26 hearing.
27
28

16. What happens if I do nothing at all?

You will participate in the settlement and receive payment. You will be bound by the release as set forth herein.

GETTING MORE INFORMATION

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. You may call <<settlement administrator phone number>> or write the Settlement Administrator, CPT Group, Inc., located at <<settlement administrator mailing address>>.

You can also access the San Francisco County Superior Court's Online Services at [https://www._____](https://www._____.), or by visiting the Clerk's Office at the San Francisco County Superior Court, Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102), between _:_0 a.m. and _:_0 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Signature Certificate

Reference number: M9K7X-QD2KM-VQHOA-TWTPF

Signer

Timestamp

Signature

Sarah Waitt

Email: swaitt@nanmckay.com

Sent:

04 Oct 2022 16:53:30 UTC

Viewed:

04 Oct 2022 17:26:04 UTC

Signed:

04 Oct 2022 23:01:19 UTC



Recipient Verification:

✓ Email verified

04 Oct 2022 17:26:04 UTC

IP address: 184.177.169.66

Location: El Cajon, United States

Document completed by all parties on:

04 Oct 2022 23:01:19 UTC

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