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Attorneys for Defendant Bradshaw International, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

DANIEL AGUIRRE, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

BRADSHAW INTERNATIONAL, INC., a
Delaware corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CIVDS2015050

[Hon. David Cohn, Dept. S26]

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Complaint Filed: July 17, 2020
Trial Date: None Set

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SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff Daniel Aguirre (“Plaintiff”), individually and in his capacity as a representative of the State of California on behalf of other aggrieved employees, and defendant Bradshaw International, Inc. (“Defendant”), hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “Action” shall mean the civil action entitled *Aguirre v. Bradshaw International, Inc., et al.*, filed in the Superior Court for the County of San Bernardino on July 17, 2020, designated as Case No. CIVDS2015050.

2. “Defendant” shall mean Bradshaw International, Inc.

3. “Defense Counsel” shall mean SNELL & WILMER L.L.P.

4. “Effective Date” refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of San Bernardino, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving the Settlement becomes Final. If there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court shall be the date the Settlement is Final. If there is an intervenor, but no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment shall be the date the Settlement is Final. If there is no intervenor in the action and no appeal, the date the Court enters an order approving this Settlement shall be the date the Settlement is Final.

5. “LWDA” refers to the California Labor & Workforce Development Agency.

6. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

7. “PAGA Period” shall mean July 16, 2019 through the sooner of (1) December 1, 2021 or (2) the date the Court enters an order granting approval of this Settlement.

8. “PAGA Settlement Members” shall mean all individuals who Defendant employed in a non-exempt position in California at any time during the PAGA Period.

9. "PAGA Fund" shall mean the Total Settlement Payment, less Plaintiff's Counsel Payment, Plaintiff's Enhancement Award, and the Settlement Administration Costs.

10. "Plaintiff" refers to Daniel Aguirre individually and in his capacity as representative of the State of California on behalf of other aggrieved employees.

11. "Plaintiff's Counsel" refers to Moon & Yang, APC.

12. "Parties" collectively refers to Plaintiff and Defendant.

13. "Released Claims" shall mean any and all claims, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations by any of the Released Parties of California Labor Code and/or provisions of the applicable IWC Wage Orders including, but not limited to: California Labor Code §§ 201-203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and any category of violations identified in Labor Code § 2699.5, and the related applicable IWC Wage Order provision for the PAGA Period.

14. "Released Parties" shall mean Defendant, and all of its current or former agents, officers, directors, managers, shareholders, members, owners, subsidiaries, parent companies, related companies, insurers, employees, representatives, attorneys, and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns.

15. "Settlement Administrator" refers to a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize Phoenix Settlement Administrators to administer the Settlement, at an estimated cost not to exceed \$20,000.00.

II. RECITALS

16. On July 16, 2020, Plaintiff sent a letter to the LWDA on behalf of himself, in compliance with California Labor Code section 2699.3. More than 65 days passed after the letter was sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced in the letter.

17. On July 17, 2020, Plaintiff filed a class action complaint against Defendant alleging violations of the Labor Code and Unfair Competition Law for: (1) failure to pay minimum and regular rate wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages upon termination; (6) failure to

1 provide accurate itemized wage statements; and (7) unfair business practices.

2 18. On January 19, 2021, Plaintiff amended the complaint adding a cause of action under
3 Labor Code Section 2699, et. Seq (PAGA).

4 19. Following service of the complaint, Defendant's counsel provided Plaintiff with a copy
5 of a signed arbitration agreement, which explicitly did not permit arbitration on a class-wide basis. As a
6 result, on October 8, 2021, Plaintiff filed a request for dismissal of his class and individual allegations
7 without prejudice. On _____, the Court dismissed Plaintiff's class and individual allegations
8 without prejudice. As a result, the only claim remaining is the eighth cause of action under Labor Code
9 Section 2699, et. Seq (PAGA) (the "Operative Complaint").

10 20. The Parties participated in mediation with mediator Lynn S. Frank on September 30,
11 2021.

12 21. Counsel for all Parties have thoroughly investigated the facts relating to the claims
13 alleged in the Operative Complaint and have made a thorough study of the legal principles applicable to
14 the claims asserted against Defendant. Based on their investigation and evaluation of this case,
15 Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all
16 known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings
17 regarding liability, and numerous potential appellate issues.

18 22. Defendant denied, and continues to deny, each and every claim and contention alleged in
19 the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the
20 matters alleged in the Action.

21 23. The Parties agree that this Settlement reflects a good faith compromise of the claims
22 raised in the Operative Complaint based upon their assessment of the mutual risks and costs of further
23 litigation.

24 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
25 forth, the Parties agree as follows:

26 **III. NON-ADMISSION OF LIABILITY**

27 24. Based on the factual and legal issues involved, the expense and time necessary to
28 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of

proof necessary to establish a class for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

25. By entering into this Settlement, Defendant denies any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Total Settlement Payment

26. Defendant shall pay a settlement payment in a total amount not to exceed \$355,000.00 (the "Total Settlement Payment"). The Total Settlement Payment shall include Plaintiff's Counsel Payment, Settlement Administrative Costs, Plaintiff's Enhancement Award, and the PAGA Fund. Defendant represents that there were approximately 17,247 pay periods as of the mediation on September 30, 2021. In the event that actual number of pay periods exceeds this estimate by 20% an escalation clause will be automatically triggered. Specifically, if the actual number of pay periods is 20,697 or more, the settlement amount shall be increased by the percentage that that actual number of aggrieved employees or pay periods exceeds 20,697, and Parties shall submit a stipulated amended judgment reflecting the increased settlement amount within 14 days of notice from the Settlement Administrator of any such increase.

B. Enhancement Award To Named Plaintiff

27. Subject to Court approval, Defendant agrees to pay Plaintiff an enhancement award of Five Thousand Dollars (\$5,000.00) to be paid from the Total Settlement Payment, as an enhancement for his service as the PAGA representative, in addition to any payment he may otherwise receive as a PAGA Settlement Member ("Enhancement Award").

28. Defendant will not oppose Plaintiff's request for the Enhancement Award. Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owing on said amount. The Parties agree that a reduction by the Court of the requested Enhancement Award is not a basis for rendering the entire Settlement voidable or unenforceable. Any reductions by the Court of the Enhancement Award shall revert to the PAGA Fund.

C. Plaintiff's Counsel Payment of Attorneys' Fees and Costs

29. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed 35% of the Total Settlement Payment, and Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment"). Attorneys' fees shall not exceed 35% of the Total Settlement Payment, and costs are estimated not to exceed \$15,000.

30. Defendant will not oppose or object to Plaintiff's Counsels' application for attorneys' fees, not to exceed 35% of the Total Settlement Payment plus all documented and reasonable litigation costs and expenses, not to exceed \$15,000.

31. Plaintiff's Counsel Payment shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

D. Settlement Administration Fees and Costs

32. Settlement administration shall be done by a qualified, third-party settlement administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The Parties agree that the Settlement Administrative Costs shall be paid from the Total Settlement Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate payments to individual PAGA Settlement Members, any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents for PAGA Settlement Members, and any other related fees and costs (the "Settlement Administrative Costs").

33. The Settlement Administrative Costs shall be paid from the Total Settlement Payment.

Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

E. PAGA Fund

34. After deducting the Plaintiff's Counsel Payment, Plaintiff's Enhancement Award, and Settlement Administrative Costs, the remainder of the Total Settlement Payment shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members (the "PAGA Fund").

35. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members, based on his or her proportionate share of the pay periods worked during the PAGA Period.

F. LWDA Notice

36. Plaintiff's Counsel shall provide timely notice of this Settlement to the LWDA.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT PAYMENT

A. Deposit of Total Settlement Payment

37. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and withholdings required under law based on information that will be confidentially furnished by Defendant. There are no payroll deductions to be calculated under this Settlement, since no part of the Settlement will be classified as wages.

38. Defendant shall deposit the Total Settlement Payment with the Settlement Administrator no later than fourteen (14) days following the Effective Date.

B. Formula for Calculating Share of PAGA Fund

39. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

(a) The payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period.

Partial pay periods will be counted as full pay periods.

(b) The amount to be paid per pay period worked by a PAGA Settlement Member

will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA Settlement Members during the PAGA Period.

(c) Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

C. Distribution of PAGA Fund

40. Defendant shall provide the Settlement Administrator with a list of the names and addresses of the PAGA Settlement Members as well as their pay periods worked during the PAGA Period ("PAGA Settlement Members Information"), to be furnished within ten (10) days after the Court issues an Order approving the Settlement. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

41. Within seven (7) days after the Defendant provides the Settlement Administrator with the PAGA Settlement Members Information, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund.

42. Within seven (7) days after the Defendant provides the Settlement Administrator with the PAGA Settlement Members Information, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the "Individual Payment").

43. Within seven (7) days after the Defendant provides the Settlement Administrator with the PAGA Settlement Members Information, the Settlement Administrator shall distribute to the Plaintiff's Counsel their court-approved Plaintiff's Counsel Payment.

44. The Settlement Administrator will send the Individual Payment to the PAGA Settlement Members by postmarked First Class U.S. Mail, along with a letter explaining the Settlement in substantially the same form as Exhibit A hereto. The letter will be sent in English and Spanish.

45. To provide the best notice and delivery of Individual Payments practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-

marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable.

46. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

47. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void and escheat to the California State Controller's Office in the name of the Class Member who did not cash his or her check.

48. No later than January 31 of the year following payment of the Individual Payments, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received an Individual Payment.

D. Settlement Administration Payment

49. Within seven (7) days after Defendant provides the Settlement Administrator with the PAGA Settlement Members Information, the Settlement Administrator shall deduct an amount equivalent to the Settlement Administrative Costs.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by the LWDA and All PAGA Settlement Members

50. Upon the date of entry of an order by the Court in this Action approving this Settlement,

1 non-objection by the LWDA of this Settlement, and payment of all funds due under this Settlement, the
2 LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the
3 Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement
4 Members will be unable to bring a claim under, or recover in any other claim brought under, the
5 California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the
6 Released Claims that took place during the PAGA Period.

7 **B. Tax Treatment and Tax Indemnification**

8 51. PAGA Settlement Members will assume any tax obligations or consequences which may
9 arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may
10 have against Defendant for any claims, demands, deficiencies, levies, assessments, executions,
11 judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made
12 under this Settlement or any compensation provided at any time by Defendant or any of the Released
13 Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any
14 PAGA Settlement Members for their individual share of taxes related to any payments made under this
15 Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each
16 PAGA Settlement Member shall be responsible for their own defense of and payment for any claim of
17 unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA
18 Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has
19 questions about any liability to any state or federal taxing authority, they shall contact the Settlement
20 Administrator. The PAGA Settlement Members shall not contact Defendant, any of the Released
21 Parties, or Defense Counsel regarding any such questions.

22 **VII. MISCELLANEOUS PROVISIONS**

23 **A. Mutual Full Cooperation**

24 52. Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully
25 cooperate with each other to accomplish the terms of this Settlement, including, but not limited to,
26 execution of such documents and taking such other action as may reasonably be necessary to implement
27 the terms herein. The Parties agree to use their best efforts and any other efforts that may become
28 necessary by Order of the Court, or otherwise, to effectuate this Settlement.

1 **B. Court Approval**

2 53. If the Court does not grant approval of the Settlement, or if the Court's approval of the
3 Settlement is reversed or materially modified on appellate review, then this Settlement will become null
4 and void.

5 **C. Parties' Authority**

6 54. The signatories hereto represent that they are fully authorized to enter into this
7 Settlement.

8 **D. Binding Nature of the Settlement**

9 55. This Settlement shall be binding upon, and inure to the benefit of, the successors or
10 assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he has not directly or
11 indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action or rights
12 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff
13 and the PAGA Settlement Members.

14 56. This Settlement may be amended or modified only by a written instrument. No rights
15 under this Settlement may be waived except in writing signed by both Parties.

16 57. This Settlement constitutes the entire agreement between Plaintiff and Defendant relating
17 to the settlement of the PAGA cause of action alleged in this Action. All prior or contemporaneous
18 agreements, understandings and statements, whether oral or written, whether express or implied, and
19 whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written
20 representations, warranties or inducements have been made to any party concerning this Settlement other
21 than the representations, warranties and covenants contained and memorialized in such documents.

22 58. Paragraph titles or captions contained herein are inserted as a matter of convenience and
23 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its
24 provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

25 **E. No Publicity**

26 59. Plaintiff and Plaintiff's Counsel agree that they will not issue any press releases,
27 initiate any contact with the press, respond to any press inquiry or have any communication with the
28 press about this Action and/or the fact, amount or terms of the Settlement. In addition, Plaintiff and

Plaintiff's Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by Plaintiff's Counsel; provided, however, that Plaintiff's Counsel may state that it has settled a PAGA claim against a company so long as neither Defendant, nor the Plaintiff are identified.

F. Joint Drafting of Settlement Documents

60. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

61. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

G. Execution of the Settlement

62. This Settlement may be executed in one or more counterparts and by facsimile. All executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

H. Continuing Jurisdiction of the Court

63. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

I. Representations by Plaintiff

64. Plaintiff acknowledges the following:

- (a) Plaintiff has carefully read and fully understand all of the provisions of this Settlement;
- (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement;
- (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with his attorneys before signing this Settlement; and

- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all parties shall bear their own fees and costs through the conclusion of this Action.

J. Representations by Defendant

65. Defendant acknowledges the following:

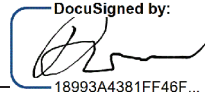
- (a) Defendant has carefully read and fully understand all of the provisions of this Settlement;
- (b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement;
- (c) Defendant was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with its attorney before signing this Settlement; and
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all Parties shall bear their own fees and costs through the conclusion of this action.

AGREED TO BY PLAINTIFF:

DATED: 11/9/2021

DANIEL AGUIRRE, individually and on behalf of
other aggrieved employees

DocuSigned by:


18993A4381FF46F...

AGREED TO BY DEFENDANT:

DATED: 11-10-2021

BRADSHAW INTERNATIONAL, INC.



Chief Financial Officer

Title

[additional signature on following page]

1 AGREED TO BY PLAINTIFF'S COUNSEL:

2
3
4 DATED: 11/9/2021

MOON & YANG, APC

DocuSigned by:

Allen Feghali

89521E71A9E14D8...

Kane Moon
Allen Feghali
Edwin Kamarzarian

5
6
7 AGREED TO BY DEFENDANT'S COUNSEL:

8
9
10 DATED: 11/10/21

SNELL & WILMER LLP

Brian J. Mills
Brian J. Mills
Anne Dwyer

EXHIBIT A

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

Re: DANIEL AGUIRRE, an individual, on behalf of the State of California, as a private attorney general, Plaintiff v. BRADSHAW INTERNATIONAL, INC., Defendant, San Bernardino County Superior Court, Case No. CIVDS2015050 filed on July 17, 2020 (the "Lawsuit").

[claims admin info]

On XXXX, the San Bernardino County Superior Court approved the settlement of claims brought in the above-captioned action filed by Daniel Aguirre ("Plaintiff") pursuant to the Private Attorneys General Act of 2004 ("PAGA") (the "Settlement"). In the Lawsuit, Plaintiff sought to recover civil penalties under PAGA on behalf of eligible current and former employees of Bradshaw International, Inc. ("Defendant") who worked in a non-exempt position in California at any time from July 17, 2019 through <<the earlier of December 1, 2021 or the date of approval>> (the "PAGA Period").

The Court has not made a determination about Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims. Defendant denies any liability or wrongdoing and contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the Lawsuit is without merit.

You are receiving money under the Settlement because, pursuant to Defendant's records, you are or were an employee of Defendant in a non-exempt position within the State of California who worked one or more pay periods from July 17, 2019 through <<the earlier of December 1, 2021 or the date of approval>> (an "Aggrieved Employee"). Your settlement amount is <<\$ Amount>>. Your settlement amount was calculated on a proportional basis using the number of pay periods you worked divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period.

By way of this Settlement, Defendant, as well as all its current or former agents, officers, directors, managers, shareholders, members, owners, subsidiaries, parent companies, related companies, insurers, employees, representatives, attorneys, and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns, has been released from any and all claims, demands, rights, liabilities, and/or causes of action under PAGA for civil penalties that were or could have been brought by Plaintiff, any of the Aggrieved Employees, or the State of California, based on the facts alleged in the lawsuit, including PAGA penalties for alleged violations of Labor Code §§ 201-203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and any category of violations identified in Labor Code § 2699.5. This includes, the failure to pay minimum and regular rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements and unfair business practices.

Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the State of California Unclaimed Property Fund in your name. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.** If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Questions About The Settlement:

Kane Moon, Esq.
Allen Feghali, Esq.
MOON & YANG, APC
1055 W. 7th Street, Suite 1880
Los Angeles, CA 90017
Telephone: (213) 232-3128

Questions About Your Check or Address Information:

Phoenix Settlement Administrators
[INSERT CONTACT INFORMATION]

IMPORTANT: PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.