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9 Attorneys for Plaintiff
DAYMIEN HARDY, individually and
10 On behalf of all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SUTTER**

13
14 RON ELLWANGER, ANTHONY
GRIFFIN, and DAYMIEN HARDY on
15 behalf of themselves, all others similarly
situated, and on behalf of the general
16 public,

17 Plaintiffs,

18 v.

19 NEW LEGEND, INC. and DOES 1-100,

20 Defendants.
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Case No. CVCS 19-0000452

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

Date: January 10, 2025

Time: 9:00 a.m.

Judge: Hon. Susan E. Green

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1 Failure to Provide Rest Periods, (4) Failure to Pay Timely Wages, (5) Failure to Provide
2 Accurate Itemized Wage Statements, and (6) Failure to Indemnify for Business Expenses.

3 5. On December 12, 2022, the Parties stipulated to lift the stay of Plaintiff Ron
4 Ellwanger's action and stipulated to allow Plaintiff Ronald Ellwanger to file a First Amended
5 Complaint that added in Plaintiff Daymien Hardy, his counsel, and his additional claims into this
6 action. After which, Plaintiff Hardy dismissed his action pending in the San Bernardino County
7 Superior Court.

8 6. On December 19, 2022, Plaintiffs filed a First Amended Complaint. The complaint
9 alleges the following claims: (1) Failure to Pay All Straight Time/Minimum Wages, (2) Failure to
10 Pay All Overtime Wages, (3) Failure to Provide Meal Periods, (4) Failure to Authorize and Permit
11 Rest Periods, (5) Failure to Authorize and Permit Recovery Periods, (6) Knowing and Intentional
12 Failure to Comply with Itemized Employee Wage Statement Provisions, (7) Failure to Pay All
13 Wages Due at the Time of Termination of Employees, (8) Violation of Labor Code Private
14 Attorneys General Act of 2004, (9) Violation of Unfair Competition Law, and (10) Failure to
15 Indemnify Necessary Business Expenses.

16 7. On April 17, 2024, Plaintiff filed a Second Amended Complaint adding in
17 allegations for Defendant's failure to show accrued sick leave on wage statements and failure to
18 provide a Labor Code § 2810.5 notice

19 8. On March 21, 2024, the Parties engaged in private mediation with a well-respected
20 wage and hour class action mediator, Lynn Frank, a respected mediator of complex wage and hour
21 actions, and, with Ms. Frank's assistance, the Parties agreed to a mediator proposal. The
22 settlement discussions were conducted at arm's-length, and the settlement is the result of an
23 informed and detailed analysis of Defendant's potential liability in relation to the costs and risks
24 associated with continued litigation. Based on the documents produced, as well as Class Counsel's
25 own independent investigation and evaluation, Class Counsel believes that the Settlement with
26 Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable,
27 and adequate and is in the best interest of the Class Members in light of all known facts and
28 circumstances, including the risk of significant delay and uncertainty associated with litigation and

1 various defenses asserted by Defendant.

2 9. The “Settlement Class” or “Settlement Class Members” means All non-exempt
3 employees employed by Defendant who did not previously release their claims as follows: Driver
4 Class: At any time between March 31, 2019, through May 17, 2024 (“Driver Class Period”); and
5 Non-Driver Class: At any time between August 13, 2016, through May 14, 2024 (“Non-Driver
6 Class Period”).As of December 13, 2024 Simpluris will report 2,975 Participating Class
7 Members. Plaintiff has included an escalator clause into the settlement agreement at paragraph III
8 (62.1) to protect the integrity of the settlement.

9 10. In summary, Plaintiff’s Counsel performed a thorough investigation into the
10 claims at issue, which included: (1) determining Plaintiff’s suitability as private attorneys general
11 and class representative through interviews, background investigations, and analyses of
12 employment files and related records; (2) evaluating all of Plaintiff’s potential representative
13 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
14 the positions, and the type of employer; (4) analyzing employees’ time and wage records and
15 driver manifest; (5) reviewing Defendant’s employment policies and practices; (6) researching
16 settlements in similar cases and the prior settlement in this case; (7) evaluating Plaintiff’s claims
17 and estimating Defendant’s liability for purposes of settlement; (8) drafting the mediation brief;
18 and (9) participating in the mediation.

19 **Mediation**

20 11. As a result of the mediation, the parties agreed to settle this matter for a Gross
21 Settlement Amount (“GSA”) of \$1,601,569.52 (applying the escalator clause to the originally
22 agreed amount of \$1,600,000.00). Based on their own respective independent investigations and
23 evaluations, and after taking into account the sharply disputed factual and legal issues involved in
24 this matter, the risks attending further prosecution of the case, and the monetary benefits received
25 under the Settlement despite the questionable nature of the claims, Plaintiffs’ counsel is of the
26 opinion that Settlement for the consideration and on the terms set forth in the Settlement
27 Agreement remains fair, reasonable and adequate and is in the best interests of the Class
28 Members.

1 12. Even without the presumption of fairness and reasonableness, the settlement is
2 clearly within the range of reasonableness as thoroughly discussed in detail in the motion for
3 preliminary approval, and as considered by the Court in granting preliminary approval

4 13. The settlement negotiations were hard-fought and conducted in good faith and at
5 arm's length between attorneys with substantial experience litigating class action and wage-and-
6 hour cases. The settlement was the product of a non-collusive settlement process. The final
7 settlement amount was reached as a result of reasonable compromises in light of these
8 considerations. The Parties entered into a long form Settlement Agreement which is now
9 presented for Court approval.

10 14. From Class Counsel's review of the facts, strengths, and weaknesses of the case,
11 the risks and delays posed by further litigation, and Class Counsel's own prior litigation
12 experience, Class Counsel believe that the recovery for each Settlement Class Member is fair and
13 reasonable taking into consideration the amounts received in other wage and hour class actions,
14 the risks inherent in litigation of this genre, and the reasonable.

15 15. Accounting for the risks of continued litigation and impediments to discovery,
16 Plaintiff determined that a settlement amounting to \$1,601,569.52 (applying the escalator clause
17 to the originally agreed amount of \$1,600,000.00) was fair and reasonable and the court
18 preliminarily agreed.

19 **The Claims**

20 16. Based on the estimated Net Settlement Amount of \$895,839.76, The highest
21 Individual Settlement Amount to a Participating Class Member is currently estimated to be
22 approximately \$3,347.60, the average Individual Settlement Amount is currently estimated to be
23 approximately \$301.02. These amounts are subject to employee-side tax and withholdings.

24 17. To the extent any amount for Attorneys' Fees, Costs, Claims Administration Costs
25 or Incentives are not awarded, the difference in those amounts will be added to the NSA. This is a
26 guaranteed amount of money paid to Settlement Class Members now, rather than the continued
27 risk of further litigation and receiving no money sometime in the far future and after trial and
28 appeals.

1 18. I believe that the consideration and terms set forth in the Settlement Agreement is
2 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
3 known facts and circumstances, including the various defenses asserted by Defendant, and
4 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
5 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
6 litigation, the lengthy process of establishing specific damages and various possible delays and
7 appeals, were also carefully considered in agreeing to the proposed Settlement.

8 19. Further, beyond the risk of an adverse ruling on the merits or certification, Class
9 Counsel considered the fact that continued litigation would likely take years and would be
10 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
11 appellate proceedings are likely to occur, which will surely drag the case far into the future even
12 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
13 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
14 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.
15 Given these realities, it is highly likely that the future expense of this litigation, and its likely
16 duration if the settlement is not approved, would be significant and weigh heavily in favor of
17 approval of this settlement.

18 20. Given the risks inherent in litigation, this settlement is fair, adequate, and
19 reasonable and is in the best interests of the Settlement Class, and should be finally approved.

20 **Experience of Class Counsel**

21 21. My practice is limited exclusively to litigation, focusing on the representation of
22 employees in wage and hour and consumer class action matters. I have a great deal of experience
23 in wage and hour class action litigation. I have obtained certification of several classes, I have
24 been approved as class counsel in many other wage/hour class actions, and I am currently
25 litigating numerous others. Although not an all-inclusive list, over the years I have prosecuted the
26 following class action matters as lead and/or co-lead counsel, all of which implicated similar law
27 and facts to those associated with this action:

28 a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.: 30-

1 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
2 wages for meal period and rest periods and resultant penalties. Case settled, Final
3 Approval granted, no objections and funds fully distributed.

4 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case
5 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
6 classification of insurance claims adjusters employed by Gallagher Bassett, a third
7 party administrator (TPA) in the State of California. Certification granted. Plaintiff's
8 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
9 fully distributed.

10 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
11 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
12 overtime and meal and rest break violations for production workers in the State of
13 California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final
14 Approval granted, no objections and funds fully distributed.

15 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
16 Wage and Hour Class Action case seeking past wages for meal and rest period
17 violations for retail employees in the State of California. Plaintiff's counsel appointed
18 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
19 distributed.

20 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
21 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and
22 rest period violations for retail employees in the State of California. Plaintiff's
23 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
24 objections and funds fully distributed.

25 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
26 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
27 wages for overtime, meal and rest break violations for driver employees in the State of
28 California. Settlement for "binding arbitration." Arbitration Payment for Plaintiff

1 Class. Arbitration Payment confirmed. Plaintiff's counsel, lead trial counsel and class
2 counsel. Case settled, Final Approval granted, no objections and funds fully
3 distributed.

4 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
5 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
6 overtime, meal and rest breaks violations for production employees in the State of
7 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval
8 granted, no objections and funds fully distributed.

9 h. *Acosta v. Fleetwood Travel Trailers of California, Inc.*, et al., Riverside County
10 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
11 wages for overtime, meal and rest break violations for production employees in the
12 State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
13 Final Approval granted, no objections and funds fully distributed.

14 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
15 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
16 rest break violations for restaurant employees in the State of California. Plaintiff's
17 counsel appointed as lead counsel. Case settled, Final Approval granted and funds
18 fully distributed.

19 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
20 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal
21 and rest break violations for security officers in the State of California. Plaintiff's
22 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
23 objections and funds fully distributed.

24 k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior Court,
25 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
26 seeking past wages for meal and rest break violations for security officers employed by
27 Defendant in the State of California. Plaintiff's counsel and co-counsel. Case settled,
28 Final Approval granted and funds fully distributed.

1. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by Defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by Defendant in the state of California. Case settled. Final Approval granted, no objections and funds fully distributed.

n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of Defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of Defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by Defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for production employees employed by Defendant in the State of

1 California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval
2 granted, no objections and funds fully distributed.

3 r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case
4 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest
5 break violations for restaurant employees employed by Defendant in the State of
6 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
7 Approval granted, no objections and funds fully distributed.

8 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC
9 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
10 classification of managers employed by Defendant, DBA Carl's Jrs. in the State of
11 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
12 Approval granted, no objections and funds fully distributed.

13 t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No.
14 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest
15 break violations for retail employees employed by Defendant in the State of California.
16 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no
17 objections and funds fully distributed.

18 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
19 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-
20 classification of managers employed by Defendant in the State of California.
21 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no
22 objections and funds fully distributed.

23 v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court, Case
24 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal
25 and rest break violations for production workers employed by Defendant in the State of
26 California. Plaintiff's counsel appointed lead counsel. Case settled; final approval
27 granted; no objections and funds fully distributed.

28 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,

Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by Defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

Reasonableness of Attorneys' Fees

22. Here, the Parties' agreement to pay Class Counsel Fees of \$560,549.33 (35% of the GSA) is reasonable. This amount will be split on a 50/50 basis with co-counsel for Plaintiffs (Mara Law Firm, PC). My firm and co-counsel's firm have borne the entire risk for Plaintiffs and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my experience and the extensive review and analysis of documents and information by me and others at my firm. In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees.

23. A review of my firm's detailed billing system reveals that to date, my firm as Class Counsel, on behalf of Plaintiffs and the Settlement Class, invested approximately 92.20 hours litigating this matter through the date of this declaration.

24. In addition to the requested attorneys' fees, our office has expended a total of \$8,493.72 in costs in prosecuting this action. These costs have been necessary costs associated with prosecution of this important matter. Counsel for Plaintiffs respectfully request the Court grant the request to have these costs repaid from the Settlement. Attached as **Exhibit C** is a true and correct copy of Class Counsel James Hawkins costs bill.

25. Despite the complexity of the case, Class Counsel has, through the investment of substantial effort and the resources of my law firm and Mara Law Firm, PC, been able to secure an outstanding settlement on behalf of the Settlement Class. Plaintiffs would have faced substantial legal and factual obstacles in demonstrating that class certification was appropriate. Plaintiffs would also have been required to establish a significant amount of witness testimony, pattern and practice evidence, statistical evidence, sampling evidence, expert testimony, and other evidence in order to present their case both at the class certification stage and trial. Defendant has vigorously contested liability, the amount of claimed damages, and the propriety of class certification, and

1 would have continued to do so through trial. Accordingly, I believe the Settlement to be fair,
2 reasonable, and adequate and in the best interests of the Settlement Class. The fairness and
3 adequacy of the Settlement is confirmed by all known facts and circumstances, including the risk
4 of significant delay and uncertainty associated with litigation, the various defenses asserted by
5 Defendant, and numerous potential appellate issues.

6 **Reasonableness of the Class Representative Enhancement Payment**

7 26. The parties request payment of Class Representative Enhancement Payments from
8 the non-reversionary Gross Settlement Amount to the Class Representatives in the amount of
9 \$45,000.00 (\$15,000.00 per Plaintiff) in addition to the payment he is otherwise entitled to receive
10 as a Class Member. The proposed Class Representative Enhancement Payments are reasonable
11 compensation given the time and effort that the named Plaintiffs devoted to this case; the valuable
12 assistance they provided to Class Counsel; and the fact that they entered into a general release of
13 claims that is broader than the release of the Class.

14 27. Plaintiff Hardy provided invaluable assistance to Class Counsel and the Class in
15 this case, including providing factual background for the Class Complaint; reviewing the relevant
16 documents, and Complaint; participating in phone calls with their lawyers to discuss litigation and
17 settlement strategy; and reviewing the settlement documents. Plaintiff Hardy agreed to participate
18 in this case with no guarantee of personal benefit. Attached hereto as **Exhibit D** is a true and
19 correct copy of the declaration of Plaintiff Hardy.

20 I declare under penalty of perjury that the foregoing is true and correct. Executed on
21 December 16, 2024 at Irvine, California.

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24 James R. Hawkins
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Exhibit A

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ENDORSED FILED
June 24, 2024
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SUTTER
CLERK OF THE COURT
By: Spring Wall, Deputy

James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
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Attorneys for RON ELLWANGER, ANTHONY GRIFFIN, and
DAYMIEN HARDY on behalf of themselves, all others similarly
situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SUTTER

RON ELLWANGER, ANTHONY
GRIFFIN, and DAYMIEN HARDY on
behalf of themselves, all others similarly
situated, and on behalf of the general
public,

Plaintiff,

v.

NEW LEGEND, INC. and DOES 1-100,

Defendants.

Case No. CVCS19-0000452

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Date: June 24, 2024

Time: 9:00 a.m.

Judge: Hon. Perry Parker
Hon. Susan E. Green

Complaint Filed: February 20, 2019

Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiffs Ron Ellwanger, Anthony Griffin, and Daymien
4 Hardy have applied to this Court for an order preliminarily approving the settlement of the Action
5 in accordance with Joint Stipulation and Settlement Agreement (the “Agreement”), which together
6 with the exhibit annexed thereto, sets forth the terms and conditions for a proposed settlement and
7 entry of judgment upon the terms and conditions set forth therein. The Court has read and
8 considered the Memorandum of Points and Authorities in support of Plaintiffs’ Motion for
9 Preliminary Approval of Class and PAGA Action Settlement, Conditional Certification, Approval
10 of Class Notice, Setting of Final Approval Hearing Date and the declarations submitted therewith.
11 For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiffs’ motion for preliminary
14 approval and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in that:
18 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
19 impracticable; (2) there are questions of law and fact common to the Class which predominate
20 over any individual questions; (3) Plaintiffs’ claims are typical of the claims of the Class; (4)
21 Plaintiffs and their Counsel have fairly and adequately represented and protected the interests of
22 the Class; and (5) a class action, and class-wide resolution of the action via class settlement
23 procedures is superior to other available methods for the fair and efficient adjudication of the
24 controversy.

25 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
26 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
27 light of the factual, legal, practical, and procedural considerations raised by this case.

28 4. Plaintiffs do not have any conflicts that would preclude them from serving as Class

Representative, and their appointment comports with the requirements of due process.

5. Class Counsel does not have any conflicts that would preclude them from acting as Class Counsel, and they meet the requirements for appointment as Class Counsel and the requirements of due process.

6. The notice of proposed class action settlement attached as Exhibit A to the Agreement complies with due process because the notice of proposed class action settlement is reasonably calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the proposed Agreement; and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiffs' proposed plan for class notice and settlement administration is the best notice practicable under the circumstances.

III. ORDER

The Court having considered the papers submitted in support of the motion for preliminary approval, HEREBY ORDERS THE FOLLOWING:

1. The Court finds on a preliminary basis that the provisions of the Agreement are fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

2. The following Class is conditionally certified for purposes of settlement only: All non-exempt employees employed by Defendant who did not previously release their claims as follows:

Driver Class: At any time between March 31, 2019, through May 17, 2024 ("Driver Class Period"); and

Non-Driver Class: At any time between August 13, 2016, through May 14, 2024 ("Non-Driver Class Period")

3. The Agreement provides for the following release as to Participating Class Members,¹ which is hereby approved conditionally: The Released Class Claims include any and all past, present claims, complaints, demands, liabilities, debts, obligations, liens, costs, attorneys' fees, promises, losses or damages that were alleged in the Complaints, and/or could have been

¹ Participating Class Members are Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.

1 alleged in the Complaints based on the facts, theories, and/or claims alleged in the operative
2 Complaints. All Participating Class Members release the Released Parties from all claims that were
3 pled or that could have been pled based upon the facts contained in complaints on file in this matter
4 including: (1) Failure to Pay All Straight Time/Minimum Wages; (2) Failure to Pay All Overtime
5 Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5)
6 Failure to Authorize and Permit Recovery Periods; (6) Failure to Provide Accurate and Complete
7 Wage Statements; (7) Waiting Time Penalties; (8) Failure to Reimburse for Business Expenses;
8 (9) Violation of Unfair Competition Law based upon violations of the California Labor Code
9 sections set forth herein, (10) Failure to Show Paid Sick Leave on the Wage Statement, and (11)
10 Failure to Provide Labor Code section 2810.5 Notice. This release will be for the Class Period.

11 4. This settlement also releases claims under the Private Attorneys General Act of
12 2004 (“PAGA”). These claims are asserted on behalf of Aggrieved Employees defined as: All non-
13 exempt employees employed by Defendant who did not previously release their claims as follows:

14 Driver PAGA Aggrieved Employees: At any time between March 31, 2019, through May
15 17, 2024 (“Driver PAGA Period”); and

16 Non-Driver PAGA Aggrieved Employees: At any time between March 31, 2019, through
17 May 14, 2024 (“Non-Driver PAGA Period”)

18 5. The Agreement provides for the following release as to Aggrieved Employees,
19 which is hereby approved conditionally: PAGA Aggrieved Employees are deemed to release the
20 Released Parties from any and all claims belonging to the State of California, the LWDA, and
21 Plaintiffs (as representative of the State of California, the LWDA, and the general public) under
22 the California Private Attorney General Act (“PAGA”), Cal. Lab. Code § 2698, *et seq.* to the extent
23 such claims are predicated on claims that were or reasonably could have been alleged based on the
24 claims, facts and/or allegations that were contained in Plaintiffs’ PAGA Letters to the LWDA.
This release will be for the PAGA Period.

25 6. The settlement appears to be fair, adequate and reasonable to the Class. The
26 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
27 only to any objections that may be raised at the final approval hearing and final approval by this
28 Court.

1 7. Plaintiffs Ron Ellwanger, Anthony Griffin, and Daymien Hardy are conditionally
2 approved as the Class Representatives for the Class.

3 8. The Court acknowledges the request for an incentive payment of \$15,000 each to
4 Plaintiffs Ron Ellwanger, Anthony Griffin, and Daymien Hardy for their service as class
5 representatives which will be decided at the time of Final Approval.

6 9. Mara Law Firm, PC and James Hawkins APLC are conditionally approved as Class
7 Counsel for the Class.

8 10. The Court acknowledges the request for awards of up to \$560,000 in attorneys' fees
9 and up to \$70,000 in actual costs payable to Class Counsel which will be decided at the time of
10 Final Approval.

11 11. A final approval hearing on the question of whether the settlement, attorneys' fees
12 and costs to Class Counsel, and the Class Representative Enhancement Payment should be finally
13 approved as fair, reasonable and adequate as to Class Members is scheduled on the date and time
14 set forth in the Implementation Schedule below.

15 12. The Court confirms Simpluris as the Settlement Administrator.

16 13. The proposed payment of up to \$30,000 in costs to Simpluris for its services as the
17 Settlement Administrator is conditionally approved.

18 14. The Agreement provides from the Gross Settlement Amount a PAGA Payment of
19 \$60,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%
20 of which shall be distributable to PAGA Aggrieved Employees).

21 15. The Court approves, as to form and content, Notice of Class Action Settlement in
22 substantially the form attached as Exhibit A to the Agreement. The Court approves the procedure
23 for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the
24 notice.

25 16. The Court directs the mailing of the notice of class action settlement by first class
26 mail to Class Members in accordance with the Implementation Schedule below. The Court finds
27 the dates selected for the mailing and distribution of the notice, as set forth in the Implementation
28 Schedule, meet the requirements of due process and provide the best notice practicable under the

circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Data to Settlement Administrator	29 July 22, 2024 [30 days from the preliminary approval order]
Deadline for Settlement Administrator to Mail Class Notices to Class Members	August 5, 2024 [10 business days from receipt of the Class and PAGA Data]
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes (“Response Deadline”)	September 19, 2024 [45 days from mailing]
Deadline for Class Counsel to file a Motion for Final Approval	October 3, 2024 [16 court days prior to the final approval hearing]
Deadline to Provide the Court with the Settlement Administrator’s Declaration Outlining Requests for Exclusion, Objections, and Disputes	October 3, 2024 [16 court days prior to the final approval hearing]
Final Approval Hearing and Final Approval	October 25, 2024, at 9:00 a.m.

IT IS SO ORDERED.

Dated: June 24, 2024

SUSAN E. GREEN
By Susan E. Green
Honorable ~~Perry Parker~~
Sutter County Superior Court Judge

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Exhibit B

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this settlement agreement is made between Plaintiffs Ron Ellwanger, Anthony Griffin, and Daymien Hardy (hereinafter “Plaintiffs”) on behalf of themselves and the Class and Defendant New Legend, Inc. (“Defendant” or “New Legend”) (collectively Plaintiff and Defendant are referred to in this Agreement as the “Parties”). This agreement is intended to settle the case entitled *Ron Ellwanger, et al. v. New Legend, Inc. et al.*, Sutter County Superior Court Case No. CVCS19-0000452 (the “Complaint” or “Lawsuit”).

I. DEFINITIONS

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

1. **Administration Costs**: The costs incurred by the Settlement Administrator, Simpluris, to administer this Settlement, which shall not exceed \$30,000. All Administration Costs shall be paid from the Gross Settlement Amount. If the actual administration costs are less than the amount allocated in this agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.
2. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
3. **Amended Complaint and PAGA Notice**: Plaintiffs filed an amended PAGA Notice and file a Second Amended Complaint to add Plaintiffs allegations against Defendant for failure to show paid sick leave on the wage statement in violation of Labor Code 246(i), and failure to provide Labor Code section 2810.5 notice. The SAC was filed on April 17, 2024. The amended PAGA Notice was uploaded to the LWDA on April 8, 2024. For the purposes of this settlement, the Second Amended Complaint shall be the operative complaint.
4. **Attorneys Fee Award**: The amount of attorneys’ fees approved of by the Court and awarded to Class Counsel. This amount shall not exceed \$560,000.00 (35% of the Gross Settlement Amount). The Attorneys Fee Award shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
5. **Class**: All non-exempt employees employed by Defendant who did not previously release their claims as follows:

- 5.1 **Driver Class**: At any time between March 31, 2019, through May 17, 2024 (“Driver Class Period”); and
- 5.2 **Non-Driver Class**: At any time between August 13, 2016, through May 14, 2024 (“Non-Driver Class Period”).
6. **Class Counsel**: David Mara and Jill Vecchi of Mara Law Firm, PC, and James R. Hawkins, Gregory Mauro, and Michael Calvo of James Hawkins APLC.
7. **Class Data**: The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) telephone number; and (5) the total number of weeks during which the Class Member performed work during either the Driver Class Period or Non-Driver Class Period. The Class Data shall be based on Defendant’s payroll, personnel, and other business records.
8. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.
9. **Class Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
10. **Class Representatives or Plaintiffs**: Ron Ellwanger, Anthony Griffin, and Daymien Hardy.
11. **Class Representative Enhancement Payments**: The amounts the Court awards to Plaintiffs, which will not exceed \$15,000 each. These payments shall be paid from the Gross Settlement Amount. These payments are being offered in consideration for Plaintiffs executing a general release of claims against Defendant, a release that is broader than any Participating Class Member will provide in consideration for a settlement share. These payments are also offered in consideration for Plaintiffs’ actions in conferring a benefit upon the State of California and the Class, and the time and effort Plaintiffs put into pursuing the litigation. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
12. **Cost Award**: The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$70,000. The Cost Award will be paid from the Gross Settlement Amount. The Cost Award is subject to Court approval. If the actual costs incurred are less than the amount allocated in this Agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this Agreement and the

amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.

13. **Counsel for Defendant:** Yaron M. Tilles, Veenita D. Raj, and Pooja V. Patel of Zaller Law Group, PC.
14. **Court:** Superior Court of California for the County of Sutter.
15. **Defendant:** New Legend, Inc.
16. **Disbursement of the Settlement:** Within fourteen (14) days after the Settlement Administrator's receipt of the Gross Settlement Amount, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (5) the Administration Costs, as approved by the Court; and (6) the LWDA Payment to the LWDA.
17. **Driver Class Period:** March 31, 2019, through May 17, 2024.
18. **Driver PAGA Period:** March 31, 2019, through May 17, 2024.
19. **Effective Final Settlement Date:** The effective date of this settlement will be when the final approval of the settlement can no longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the court grants final approval of the settlement, the date the Court enters judgment granting final approval of the settlement.
20. **Employer Taxes:** Defendant's portion of payroll taxes as the Class Members' current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) owed to the appropriate local, state, and federal taxing authorities. Defendant will pay its portion of payroll taxes separate and apart from the Gross Settlement Amount.
21. **Final Judgment or Final Approval:** The final order entered by the Court approving this Agreement.
22. **Funding of Settlement:** Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later than fourteen (14) days of the Effective Final Settlement Date or April 21, 2025, whichever is later.
23. **Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary \$1,600,000. This is the gross amount Defendant can be required

to pay under this Settlement Agreement, with the exception of its obligation to pay Employer Taxes, or if the Escalator Provision is triggered. The Gross Settlement Amount includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Aggrieved Employees, as approved by the Court. Defendant's portion of payroll taxes as the Class Members' current or former employer will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

24. **Individual Class Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Class Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Class Settlement Share automatically, without the return of a claim form.
25. **Individual PAGA Settlement Share(s)**: The amount payable to each Aggrieved Employee under the terms of this Settlement Agreement. Aggrieved Employees are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Also, even if an Aggrieved Employee requests exclusion from the Class Settlement as described in this Agreement, the Aggrieved Employee will receive an Individual PAGA Settlement Share. Therefore, Aggrieved Employees will receive an Individual PAGA Settlement Share automatically, without the return of a claim form and regardless of whether they request to be excluded from the Class Settlement.
26. **LWDA**: California Labor and Workforce Development Agency ("LWDA"). The LWDA is empowered to enforce the Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*, and has delegated such authority to Plaintiff with regard to the claim in this Action through the procedural mechanisms provided for by statute.
27. **LWDA Payment**: Refers to the Seventy-five percent (75%) of the PAGA Payment of \$60,000 (*i.e.*, \$45,000) that is to be paid to the LWDA as described in this Settlement.
28. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorneys Fee Award, Cost Award, Class Representative Enhancement Payments, the PAGA Payment, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Participating Class Members. The payment of employee-side taxes on the portion of the settlement shares

earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the Individual Settlement Shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the share for the portion of the settlement shares allocated as wages.

29. **Non-Driver Class Period**: August 13, 2016, through May 14, 2024.
30. **Non-Driver PAGA Period**: March 31, 2019, through May 14, 2024.
31. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
32. **PAGA Aggrieved Employees**: All non-exempt employees employed by Defendant who did not previously release their claims as follows:
 - 2.1 **Driver PAGA Aggrieved Employees**: At any time between March 31, 2019, through May 17, 2024 ("Driver PAGA Period"); and
 - 2.2 **Non-Driver PAGA Aggrieved Employees**: At any time between March 31, 2019, through May 14, 2024 ("Non-Driver PAGA Period").
33. **PAGA Data**: The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; (4) telephone number; and (5) the total number of weeks the total number of weeks during which the Aggrieved Employee performed work during the Driver PAGA Period or Non-Driver PAGA Period as an Aggrieved Employee. The PAGA Data shall be based on Defendant's payroll, personnel, and other business records.
34. **PAGA Payment**: Refers to the \$60,000 the Parties have agreed to settle the PAGA claims. 75% of this amount, or \$45,000, shall be paid to the LWDA. The remaining 25% or \$15,000, shall become part of the Net PAGA Settlement Amount payable to Aggrieved Employees.
35. **PAGA Settlement**: Refers to the settlement of claims included in the Released PAGA Claims, for which Aggrieved Employees will receive an Individual PAGA Settlement Share payment.
36. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
37. **Parties**: Plaintiffs Ron Ellwanger, Anthony Griffin, and Daymien Hardy, as individuals and as Class Representatives, and Defendant New Legend, Inc.

38. **Preliminary Approval or Preliminary Approval Order:** The Court's order preliminarily approving the Class Settlement.
39. **Released Class Claims:** The Released Class Claims include any and all past, present claims, complaints, demands, liabilities, debts, obligations, liens, costs, attorneys' fees, promises, losses or damages that were alleged in the Complaints, and/or could have been alleged in the Complaints based on the facts, theories, and/or claims alleged in the operative Complaints. All Participating Class Members release the Released Parties from all claims that were pled or that could have been pled based upon the facts contained in complaints on file in this matter including: (1) Failure to Pay All Straight Time/Minimum Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Authorize and Permit Recovery Periods; (6) Failure to Provide Accurate and Complete Wage Statements; (7) Waiting Time Penalties; (8) Failure to Reimburse for Business Expenses; (9) Violation of Unfair Competition Law based upon violations of the California Labor Code sections set forth herein, (10) Failure to Show Paid Sick Leave on the Wage Statement, and (11) Failure to Provide Labor Code section 2810.5 Notice. This release will be for the Class Period.
40. **Released PAGA Claims:** PAGA Aggrieved Employees are deemed to release the Released Parties from any and all claims belonging to the State of California, the LWDA, and Plaintiffs (as representative of the State of California, the LWDA, and the general public) under the California Private Attorney General Act ("PAGA"), Cal. Lab. Code § 2698, *et seq.* to the extent such claims are predicated on claims that were or reasonably could have been alleged based on the claims, facts and/or allegations that were contained in Plaintiffs' PAGA Letters to the LWDA. This release will be for the PAGA Period.
41. **Released Parties:** All defendants named in this Lawsuit and each of its affiliated, related, parent, predecessor, and subsidiary entities, and each of their officers, directors, agents, insurers, attorneys, and employees.
42. **Response Deadline:** Forty-five (45) calendar days from the initial mailing of the Class Notices.
43. **Settlement Administration:** The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Settlement Administrator will mail the Class Notices by first class U.S. mail to all Class Members at the address resulting from the search of the National Change of Address Database. The Class Notices will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not

receive notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.

44. **Settlement Administrator:** The third party administrator agreed upon by Parties to administer this Settlement is Simpluris.

II. **RECITALS**

45. A class action complaint was filed by Plaintiff Ronald Ellwanger on February 20, 2019, in Sutter County Superior Court (Case No. CVCS19-0000452). The complaint alleges the following claims: (1) Failure to Pay All Straight Time Wages, (2) Failure to Pay All Overtime Wages, (3) Failure to Provide Meal Periods, (4) Failure to Authorize and Permit Rest Periods, (5) Failure to Provide Recovery Periods, (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions, (7) Failure to Pay All Wages Due at the Time of Termination of Employment, (8) Violations of the PAGA, and (9) Violation of Unfair Competition Law (Business & Professions Code § 17200, *et seq.*).
46. Plaintiff Ronald Ellwanger submitted his Notice of Labor Code Violations to the LWDA on October 11, 2018. Plaintiff Ronald Ellwanger submitted an amended Notice of Labor Code Violations to the LWDA on November 27, 2018.
47. On May 14, 2019, Defendant filed a Demurrer to Plaintiff Ronald Ellwanger's Complaint seeking a stay in this matter pending resolution of an earlier filed case, *Cuevas v. New Legend, Inc.* (Case No. CIVDS1722708) pending in San Bernardino Superior Court.
48. On June 4, 2019, the Parties stipulated to vacate the hearing on Defendant's Demurrer and enter an order staying this matter pending resolution of the *Cuevas* Action. As a result of this stipulation, the Court issued an order staying this action.
49. On August 13, 2020, Plaintiff Daymien Hardy filed a class action complaint in the San Bernardino County Superior Court (Case No. CIVDS-2016736). The complaint alleges the following claims: (1) Failure to Pay Minimum Wages, (2) Failure to Provide Meal Periods, (3) Failure to Provide Rest Periods, (4) Failure to Pay Timely Wages, (5) Failure to Provide Accurate Itemized Wage Statements, (6) Failure to Indemnify for Business Expenses, and (7) Violation of Business & Professions Code § 17200, *et seq.*
50. Plaintiff Daymien Hardy submitted his Notice of Labor Code Violations to the LWDA on August 12, 2020 and filed his PAGA Complaint on October 19, 2020 in the San Bernardino County Superior Court (Case No. CIVDS-2022742). The PAGA complaint alleged PAGA claims for (1) Failure to Pay Minimum Wages,

(2) Failure to Provide Meal Periods, (3) Failure to Provide Rest Periods, (4) Failure to Pay Timely Wages, (5) Failure to Provide Accurate Itemized Wage Statements, and (6) Failure to Indemnify for Business Expenses.

51. On December 12, 2022, the Parties stipulated to lift the stay of Plaintiff Ron Ellwanger's action and stipulated to allow Plaintiff Ronald Ellwanger to file a First Amended Complaint that added in Plaintiff Anthony Griffin, Plaintiff Daymien Hardy and his counsel, and their additional claims into this action. Subsequently, Plaintiff Hardy dismissed his action pending in the San Bernardino County Superior Court.
52. On December 19, 2022, Plaintiffs filed a First Amended Complaint. The complaint alleges the following claims: (1) Failure to Pay All Straight Time/Minimum Wages, (2) Failure to Pay All Overtime Wages, (3) Failure to Provide Meal Periods, (4) Failure to Authorize and Permit Rest Periods, (5) Failure to Authorize and Permit Recovery Periods, (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions, (7) Failure to Pay All Wages Due at the Time of Termination of Employees, (8) Violation of Labor Code Private Attorneys General Act of 2004, (9) Violation of Unfair Competition Law, and (10) Failure to Indemnify Necessary Business Expenses.
53. Defendant filed an answer to Plaintiffs' First Amended Complaint on September 7, 2023.
54. Prior to the mediation, Defendant provided class-wide data, documents, and information permitting Plaintiffs and their lawyers to fully evaluate class-wide exposure.
55. On March 21, 2024, the parties participated in a full-day mediation with respected wage and hour mediator, Lynn Frank, which resulted in the settlement that is reflected in this Agreement.
56. As part of this settlement, the Parties stipulate to Plaintiffs filing a Second Amended Complaint and Amended LWDA Notice to include a claims for failure to show paid sick leave on the wage statement in violation of Labor Code 246(i), and failure to provide Labor Code section 2810.5 notice.
57. **Number of Class Members and Aggrieved Employees.** It was estimated for purposes of mediation that there are approximately 2,720 Class Members who worked approximately 85,231 workweeks that are part of this settlement. It was estimated for purposes of mediation that there are approximately 2,340 Aggrieved Employees who worked approximately 80,791 pay periods that are part of this settlement.

- 58. Benefits of Settlement to Class Members.** Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiffs and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
- 59. Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant has been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- 60. Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class or representative treatment. Defendant asserts a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.
- 61. Plaintiffs' Claims.** Plaintiffs assert that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiffs, Participating Class Members, and Class Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiffs and Participating Class Members have resolved and are forever barred from re-litigating the claims released under this Agreement.

III. SETTLEMENT TERMS AND CONDITIONS

62. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, that Defendant is obligated to pay under this Settlement Agreement is \$1,600,000. The Gross Settlement Amount includes: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment, as approved by the Court. Defendant's portion of payroll taxes as the Class Members' current or former employer will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

62.1 Escalator Provision: It was estimated for purposes of mediation that there are approximately 2,720 Class Members who worked approximately 85,231 workweeks. As such, this settlement is estimated to encompass approximately 2,720 Class Members and approximately 85,231 workweeks. To the extent that the total number of Class Members or workweeks increases by more than ten percent (10%) of these estimates, the Gross Settlement Amount shall increase proportionately.

63. Class Certification. Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.

64. Conditional Nature of Stipulation for Certification. The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.

65. Appointment of Class Representatives. Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs Ron Ellwanger, Anthony Griffin, and Daymien Hardy shall be appointed as representative for the Class.

- 66. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- 67. Individual Class Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Class Settlement Share from the Net Settlement Amount to each Participating Class Member.

67.1. Calculation.

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

67.1.2 Class Members who released claims through prior settlements will be entitled to the number of workweeks they worked after the end of the prior settlement period. Stated differently, workweeks worked by Class Members for which settlement funds have already been paid through a prior settlement will not be included in this settlement.

67.2 Tax Withholdings. Each Class Member's Individual Settlement Share will be apportioned as follows: 20% wages and 80% to interest and penalties/other payments. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be paid from each Class Member's Individual Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

- 68. Individual PAGA Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA Settlement Share from the Net PAGA Settlement Amount to each Aggrieved Employee.

68.1 Calculation.

68.1.1 Individual PAGA Settlement Share Calculation. Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant, based on the PAGA Data provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same PAGA data, which is then multiplied by the Net PAGA Settlement Amount. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked during the PAGA Period.

68.1.2 Aggrieved Employees who released claims through prior settlements will be entitled to the number of pay periods they worked after the end of the prior settlement period. Stated differently, pay periods worked by Aggrieved Employees for which settlement funds have already been paid through a prior settlement will not be included in this settlement.

68.2 Tax Withholdings. Each Aggrieved Employee's Individual PAGA Settlement Share will be apportioned as 100% penalties. The Individual PAGA Settlement Shares shall therefore be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

- 69. Constituents of Gross Settlement Amount Disbursement.** Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the Gross Settlement Amount as directed later on herein to the following:

69.1 To the Named Plaintiffs: In addition to their Individual Settlement Share, and subject to the Court's approval, the named Plaintiffs, Ron Ellwanger, Anthony Griffin, and Daymien Hardy, will receive up to \$15,000 each in consideration for providing Defendant a General Release, a release that is broader than the claims released by

Participating Class Members. The Settlement Administrator will pay the Class Representative Enhancement Payments out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payments. An IRS Form 1099 will be issued to Plaintiffs with respect to their Class Representative Enhancement Payment.

69.2 To Class Counsel. At the Final Approval Hearing, Class Counsel will apply to the Court for an Attorneys Fee Award not to exceed 35% of the GSA (\$560,000.00) and a Cost Award not to exceed \$70,000. The Settlement Administrator will pay the Court approved amounts for the Attorneys Fee Award and Cost Award out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorneys Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorneys Fee Award. In the event the Court does not approve the entirety of the application for the Attorneys Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorneys Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members. Any Attorneys Fee Award awarded by the Court will be split equally between Class Counsel such that 50% shall go to Mara Law Firm, P.C., and 50% shall go to James Hawkins APLC.

69.3 To the Responsible Tax Authorities. The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each Class Member's Individual Settlement Share. Defendant's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) will be paid outside of and in addition to the GSA. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes and will forward the amount of the Participating Class Members' portion of normal payroll withholding taxes to the appropriate taxing authorities.

69.4 To the Settlement Administrator. The Settlement Administrator – Simpluris – will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$30,000. This will be paid out of the Gross Settlement Amount. If the actual

amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

69.5 To the LWDA and Aggrieved Employees. The Settlement Administrator will pay 75% of the PAGA Payment (\$45,000.00) to the LWDA. The remaining 25% of the PAGA Payment (\$15,000) shall become part of the Net PAGA Settlement Amount payable to Aggrieved Employees

69.6 To Participating Class Members. The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members and Aggrieved Employees shall be made from the Gross Settlement Amount.

70. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Simpluris shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to Class Members and Aggrieved Employees; performing skip traces and remailing notices to Class Members and Aggrieved Employees; calling Class Members and Aggrieved Employees with undeliverable notices to obtain accurate addresses; keeping track of any objections or requests for exclusion from Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's and Aggrieved Employee's Individual Settlement Share; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing and remailing Individual Settlement Shares to Participating Class Members and Aggrieved Employees; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorneys Fee Award and Cost Award to Class Counsel; printing and providing Participating Class Members, Aggrieved Employees, and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; providing any funds associated with any uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in Simpluris or otherwise have a relationship with Simpluris that could create a conflict of interest.

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71. Procedure for Approving Settlement.

71.1 Cooperation.

71.1.1 All Parties and their counsel shall support the Settlement and take such steps as are reasonably necessary to effectuate the Settlement.

71.2 Second Amended Complaint and Amended PAGA Notice.

71.2.1 Plaintiffs shall file an amended PAGA Notice and file a Second Amended Complaint to add Plaintiffs allegations against Defendant for failure to show paid sick leave on the wage statement in violation of Labor Code 246(i), and failure to provide Labor Code section 2810.5 notice.

72. Motion for Preliminary Approval and Conditional Certification.

72.1 Plaintiffs will move for an order: (1) conditionally certifying the Class for settlement purposes only; (2) granting Preliminary Approval of the Settlement; (3) setting a date for the Final Approval hearing; and (4) approving the Class Notice.

72.2 At the same time that Plaintiffs file their Motion for Preliminary Approval, Plaintiffs shall send a copy of the Agreement to the LWDA pursuant to the 2016 amendments to PAGA.

72.3 At the Preliminary Approval hearing, Plaintiffs will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.

72.4 Effect of Denial of Preliminary Approval. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement

Agreement. Any order or proceeding relating to an application for the Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiffs' or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments.

73. Notice to Class Members and Aggrieved Employees. After the Court enters its Preliminary Approval Order, every Class Member and Aggrieved Employee will be provided with the Class Notice in accordance with the following procedure:

73.1 Delivery of Class and PAGA Data. Within thirty (30) days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic database, which will list the Class and PAGA Data. If any or all of this information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Class Data and PAGA Data shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator shall maintain the Class and PAGA Data and all information contained within the Class and PAGA Data as private and confidential.

73.2 Preparation of Class Notices. Based on the information in the Class and PAGA Data and the formulae set forth in Paragraphs 67.1 and 68.1, above, the Settlement Administrator shall promptly calculate the estimated Individual Settlement Share and Individual PAGA Settlement Share for every Class Member and Aggrieved Employee, to be included in the individualized Class Notices to be sent to that Class Member and/or Aggrieved Employee, and shall prepare and mail a spreadsheet setting forth those calculations to Class Counsel and Defense Counsel no fewer than five (5) days before mailing the Class Notices to Class Members and Aggrieved Employees. The Class Notices will inform each Class Member of his/her right to do nothing, dispute the number of work weeks worked, opt out of the Settlement, or object to the Settlement. It will also inform Class Members that if they first request exclusion from the Settlement and then object, the objections would not be considered valid. In addition, if the Class Members object and then request exclusion from the Class Settlement, the Class Members would be deemed to have waived their objection.

- 73.3 **Issuing Checks.** The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 73.4 **Mailing of Class Notices.** Within ten (10) business days after receipt of the Class and PAGA Data, the Settlement Administrator will mail via first-class regular U.S. Mail the Class Notice to all identified Class Members and Aggrieved Employees using the mailing address information provided by Defendant and the results of the search of the National Change of Address Database on all Class Members and Aggrieved Employees.
- 73.5 **Returned Notices.** If a Class Notice is returned because of an incorrect address, within five (5) business days from receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to Class Members for whom new addresses are found.
- 73.6 If the Administrator, or any Party is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties

will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later. Individuals asserting that they should be included as a Class Member shall have until the Response Deadline to make such a request.

73.7 Weekly Status Reports. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.

73.8 Settlement Administrator's Declaration. No later than fourteen (14) calendar days after the Response Deadline, or on a date mutually agreed upon by the Parties and the Settlement Administrator, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel at the same time as the final approval motion is filed. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

74. Objections to Settlement. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.

74.1 Format. Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the

Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

74.2 Notice of Intent to Appear. Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Objecting Class Members are permitted to appear regardless of whether they submitted a written objection.

75. Request for Exclusion from the Settlement ("Opt-Out"). The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

75.1 Effect of "Opt-Out." Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share or any benefit of this Settlement. If the Class Member is also an Aggrieved Employee as defined in this Agreement, however, he or she will still receive an Individual PAGA Settlement Share payment as approved by the Court. Aggrieved Employees have no right to opt-out of the PAGA Settlement.

75.2 Confirmation of Authenticity. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Class Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

75.3 Report. No later than five (5) business days after the Response Deadline, the Settlement Administrator will provide the Parties with

a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

75.4 Defendant's Option to Terminate. If five percent (5%) or more of the Class Members opt-out of this settlement, Defendant will have the option to cancel the settlement. Defendant must exercise this option within fourteen (14) days of receiving the Settlement Administrator's final weekly report at the conclusion of the notice period.

76. Class Member and Aggrieved Employee Disputes. If a Class Member or Aggrieved Employee who receives a Class Notice wishes to dispute the number of work weeks listed on the Class Notice, the Class Member or Aggrieved Employee may notify the Settlement Administrator by mail or telephone no later than the Response Deadline and should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates the Class Member or Aggrieved Employee contends he or she worked for Defendant during the Class or PAGA Period. The Settlement Administrator shall then provide the documentation provided by the Class Member or Aggrieved Employee to Defendant. Defendant shall review its records, the documentation provided by the Class Member or Aggrieved Employee, and shall provide information to the Settlement Administrator in response to any such disputed claim. Defendant's records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member or Aggrieved Employee and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding.

77. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

78. Motion for Final Approval.

78.1 No later than 16 court days before the Final Approval Hearing, Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the

Attorneys Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payments; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Class and PAGA Claims of the Participating Class Members and LWDA.

78.2 Denial or Appeal of Final Approval. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Class Representative Enhancement Payments, Attorneys Fee Award, Cost Award, and Administration Costs award will not constitute a material modification to the Settlement within the meaning of this paragraph.

78.3 Proposed Order and Judgment. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law.

79. Waiver of Right to Appeal. Provided that the judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

80. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing Court vacates, reverses, or modifies the judgment such that there is a material modification to the Settlement Agreement, and that Court's decision is not completely reversed and the judgment is not fully affirmed on review

by a higher Court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

81. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

81.1 Funding the Settlement: Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount not later than fourteen (14) days from the Effective Final Settlement Date or thirteen months after the date of mediation, whichever is later.

81.2 Disbursement: Within fourteen (14) days after the Defendant provides the GSA to the Settlement Administrator, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to be Paid to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (5) the Administration Costs, as approved by the Court; (6) the LWDA Payment to the LWDA; and (7) Defendant's portion of payroll taxes as the Class Members' current or former employer.

81.3 Qualified Settlement Fund or QSF: The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

82. Settlement Administrator's Final Report. Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds. The Parties shall file this declaration with the Court. The Settlement Administrator will provide any supplemental declaration required by the Court or the Parties.

83. Uncashed Checks. Participating Class Members and Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

83.1 Reminder Postcard. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

83.2 If any checks remain uncashed or not deposited by the expiration of the ninety (90) day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining uncashed shall be sent to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

84. Release of Class Claims. As of the Effective Final Settlement Date, Participating Class Members shall release the Released Parties from the Released Class Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Class Claims.

85. Release of PAGA Claims. As of the Effective Final Settlement Date, the Released Parties shall be entitled to a release from the LWDA and Plaintiffs (as representative of the State of California, the LWDA, and the general public) as to all Released PAGA Claims. Defendant will be entitled to assert this Settlement of the Released PAGA Claims in this Action as a defense to future claims against it for penalties by the LWDA or under the PAGA on behalf of the LWDA. The Released Parties will also be entitled to assert this release of Released PAGA Claims to assert claim or issue preclusion or other effects of this Settlement if any PAGA Aggrieved Employees bring a subsequent claim on behalf of the LWDA concerning the same primary rights that were at issue in this Action. PAGA Aggrieved Employees may not opt out of the PAGA Settlement.

86. Plaintiffs' Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement Payments to the named Plaintiffs in an amount not to exceed \$15,000, Plaintiffs shall give the following general release of claims for themselves and their respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of their signatures on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant or the remuneration for, or termination of, such employment. Plaintiffs' Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This release excludes any release of any claims not permitted to be released by law.

Defendant agrees to provide the dates of employment and last position held in response to any inquiries for Plaintiffs by prospective employers of Plaintiffs.

87. Miscellaneous Terms

88.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and

will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

88.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

88.3 No Effect on Employee Benefits. The Class Representative Enhancement Payments and/or Individual Settlement Shares paid to Plaintiffs and Participating Class Members and/or Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiffs or the Participating Class Members or Aggrieved Employees. The Parties agree that any Class Representative Enhancement Payments and/or Individual Settlement Share paid to Plaintiffs or the Participating Class Members and/or Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiffs' or Participating Class Members' and/or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Class Representative Enhancement Payment shall not be considered "compensation" in any year for purposes of determining eligibility

for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

- 88.4 Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 88.5 Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
- 88.6 Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 88.7 Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.
- 88.8 Press.** The Parties and their Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount, or terms of the settlement. If Counsel engages in any

advertising or distributes any marketing materials relating to the settlement of this case, including but not limited to any postings on any websites maintained by Class Counsel, the advertising will not identify the case name or case number, any Defendant's name, or any names of putative class members.

88.9 Amendment or Modification of Agreement. This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

88.10 Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

88.11 No Prior Assignment. Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

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

88.13 Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

88.14 No Tax or Legal Advice. The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members and Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved Employee, such Class Member assumes all responsibility for the payment of such taxes.

- 88.15 Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 88.16 Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- 88.17 Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 88.18 Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 88.19 Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 88.20 Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of

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

88.21 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

88.22 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

David Mara, Esq.
dmara@maralawfirm.com
Jill Vecchi, Esq.
jvecchi@maralawfirm.com
MARALAW FIRM, PC
2650 Camino Del Rio North, Suite 302
San Diego, California 92108
Telephone: (619) 234-2833
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James R. Hawkins, Esq.
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Greg Mauro
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JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676

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To Defendant New Legend, Inc.:

ZALLER LAW GROUP, PC
Yaron Tilles
ytilles@zallerlaw.com
999 N. Pacific Coast Highway, Suite 525
El Segundo, California 90245
Telephone: (323) 592-3505

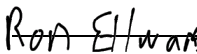
88.23 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 5/9/2024

RON ELLWANGER

DocuSigned by:

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Dated: 5/9/2024

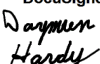
ANTHONY GRIFFIN

DocuSigned by:

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Dated: 5/28/2024

DAYMIEN HARDY

DocuSigned by:

820F7AEF41E6470...

Dated: _____

NEW LEGEND, INC.

By:
Title:

To Defendant New Legend, Inc.:

ZALLER LAW GROUP, PC
Yaron Tilles
ytilles@zallerlaw.com
999 N. Pacific Coast Highway, Suite 525
El Segundo, California 90245
Telephone: (323) 592-3505

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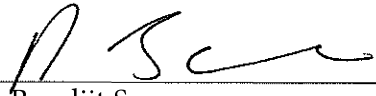
ANTHONY GRIFFIN

Dated: _____

DAYMIEN HARDY

Dated: 5/15/24

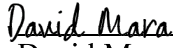
NEW LEGEND, INC.


By: Baveljit Samara
Title: President

Dated: 5/9/2024

MARA LAW FIRM, PC

DocuSigned by:



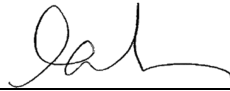
David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiffs and the Proposed
Class/Aggrieved Employees

Dated: 05.28.2024

JAMES HAWKINS APLC



James R. Hawkins, Esq.

Gregory Mauro, Esq.

Michael Calvo, Esq.

Attorneys for Plaintiffs and the Proposed
Class/Aggrieved Employees

Dated: _____

ZALLER LAW GROUP PC

Yaron Tilles, Esq.

Veenita D. Raj, Esq.

Pooja V. Patel, Esq.

Attorneys for Defendant New Legend Inc.

Dated: _____

MARA LAW FIRM, PC

David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiffs and the Proposed
Class/Aggrieved Employees

Dated: 05.28.2024

JAMES HAWKINS APLC



James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
Attorneys for Plaintiffs and the Proposed
Class/Aggrieved Employees

Dated: May 15, 2024

ZALLER LAW GROUP PC



Yaron Tilles, Esq.
Veenita D. Raj, Esq.
Pooja V. Patel, Esq.
Attorneys for Defendant New Legend Inc.

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
FINAL COURT APPROVAL**

CALIFORNIA SUPERIOR COURT, COUNTY OF SUTTER

*Ron Ellwanger, Anthony Griffin, and Daymien Hardy, on behalf of themselves, all others similarly situated, and
on behalf of the general public, Plaintiffs, v. New Legend, Inc., Defendant*
Case No. CVCS19-0000452 (“Complaint” or “Action”)

«IMb»ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
Barcode 194900

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

The California Superior Court, County of Sutter has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

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

All non-exempt employees employed by Defendant who did not previously release their claims as follows:

Driver Class: At any time between March 31, 2019, through May 17, 2024 (“Driver Class Period”); and

Non-Driver Class: At any time between August 13, 2016, through May 14, 2024 (“Non-Driver Class Period”)

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

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?	Page 2
2. What Is This Case About?	Page 2
3. Am I A Class Member? Am I An Aggrieved Employee?	Page 2
4. How Does This Class Action Settlement Work?	Page 2
5. Who Are the Attorneys Representing the Parties?	Page 3
6. What Are My Options?	Page 3
7. How Do I Opt Out or Exclude Myself From This Settlement?	Page 4
8. How Do I Object to the Settlement?	Page 4
9. How Does This Settlement Affect My Rights?	Page 4
10. How Much Can I Expect to Receive From This Settlement?	Page 5
11. How Will the Attorneys for the Class and the Class Representatives Be Paid?	Page 8

1. Why Have I Received This Notice?

New Legend, Inc.'s (hereinafter referred to as "Defendant") records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below. The settlement will release the claims of employees who were employed by Defendant as drivers for the time period of March 31, 2019, through May 17, 2024. The settlement will release the claims of employees who were employed by Defendant as non-drivers for the time period of August 13, 2016, through May 14, 2024.

A Preliminary Approval Hearing was held on June 24, 2024, in the California Superior Court, County of Sutter. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on January 10, 2025, at 9:00 a.m., before Judge Perry Parker, located at 1175 Civic Center Boulevard, Yuba City, California 95993.

2. What Is This Case About?

A class action complaint against Defendant was filed in the Sutter County Superior Court on February 20, 2019 (Case No. CVCS19-0000452) by Plaintiff Ron Ellwanger. The complaint alleged the following causes of action against Defendant: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to authorize and permit recovery periods; (6) knowing and intentional failure to comply with itemized employee wage statement provisions; (7) failure to pay all wages at the time of termination of employment; (8) violation of the Private Attorneys General Act of 2004 ("PAGA"); and (9) violation of the Unfair Competition Law. On December 19, 2022, Plaintiff Ellwanger filed a First Amended Complaint that added Plaintiffs Anthony Griffin and Daymien Hardy as well as claim for failure to reimburse for business expenses. Plaintiffs bring their case on behalf of themselves and all non-exempt employees who work for Defendant in California.

The Court has not made any determination as to whether the claims advanced by the Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further deny any liability whatsoever to Plaintiffs or to the Class.

3. Am I A Class Member? Am I An Aggrieved Employee?

You are a Class Member if you worked for Defendant as a non-exempt employee in California: (a) as a driver at any time between March 31, 2019, through May 17, 2024; or (b) as a non-driver at any time between August 13, 2016, through May 14, 2024.

You may also be an "Aggrieved Employee" under the settlement. You are an Aggrieved Employee if you worked for Defendant as a non-exempt employee in California: (a) as a driver at any time between March 31, 2019, through May 17, 2024; or (b) as a non-driver at any time between March 31, 2019, through May 14, 2024.

4. How Does This Class Action Settlement Work?

Plaintiffs bring this action behalf of themselves and all other similarly situated individuals who worked for Defendant as a non-exempt employees in California at any time during the Class Periods. Plaintiffs and these other individuals comprise a "Class" and are "Class Members." The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. The pleadings and other records in this litigation may be examined online on the Sutter County Superior Court's website at <https://www.sutter.courts.ca.gov/online-services/online-case-access> or in person at the clerk's office located at 1175 Civic Center Boulevard, Yuba City, California 95993. After arriving at the website, click the "Go to the portal" button, then select the "Smart Search" box, enter the case number "CVCS19-0000452" and click "Submit." You may also obtain documents in this case by contacting Class Counsel.

5. Who Are the Attorneys Representing the Plaintiffs and the Class?

Attorneys for Plaintiffs and the Class
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833 JAMES HAWKINS APLC James R. Hawkins james@jameshawkinsaplc.com Gregory Mauro greg@jameshawkinsaplc.com Michael Calvo michael@jameshawkinsaplc.com 9880 Research Drive, Suite 200 Irvine, CA 92618 Telephone: (949) 387-7200

The Court has decided that Mara Law Firm, PC, and James Hawkins, APLC, are qualified to represent you and all other Class Members simultaneously. If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

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

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

DO NOTHING:	If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
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OPT OUT:	If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below). If you are an Aggrieved Employee, you will receive a portion of the PAGA, even if you opt-out of the class action settlement.
OBJECT:	You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

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

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and the last four digits of the your social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at *Ellwanger, et al. v. New Legend, Inc., et al*, P.O. Box 26170, Santa Ana, CA 92799; (d) be signed by you or your lawful representative; and (e) be postmarked no later than November 29, 2024.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than November 29, 2024. The objection must state: (a) the case name; (b) your full name, address, and telephone number; (c) the words “Notice of Objection” or “Formal Objection;” (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. The Court’s Final Approval Hearing is scheduled to take place on January 10, 2025, at 9:00 a.m. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

Participating Class Members have the right to object to any of the deductions from the settlement. The Court will consider all objections.

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

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release

Defendant and the Released Parties¹ from the Released Class Claims:

The Released Class Claims include any and all past, present claims, complaints, demands, liabilities, debts, obligations, liens, costs, attorneys' fees, promises, losses or damages that were alleged in the Complaints, and/or could have been alleged in the Complaints based on the facts, theories, and/or claims alleged in the operative Complaints. All Participating Class Members release the Released Parties from all claims that were pled or that could have been pled based upon the facts contained in complaints on file in this matter including: (1) Failure to Pay All Straight Time/Minimum Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Authorize and Permit Recovery Periods; (6) Failure to Provide Accurate and Complete Wage Statements; (7) Waiting Time Penalties; (8) Failure to Reimburse for Business Expenses; (9) Violation of Unfair Competition Law based upon violations of the California Labor Code sections set forth herein, (10) Failure to Show Paid Sick Leave on the Wage Statement, and (11) Failure to Provide Labor Code section 2810.5 Notice. This release will be for the Class Period.

Additionally, PAGA Aggrieved Employees will be bound by the Court's Final Judgment and will release Defendant and the Released Parties from the Released PAGA Claims:

PAGA Aggrieved Employees are deemed to release the Released Parties from any and all claims belonging to the State of California, the LWDA, and Plaintiffs (as representative of the State of California, the LWDA, and the general public) under the California Private Attorney General Act ("PAGA"), Cal. Lab. Code § 2698, *et seq.* to the extent such claims are predicated on claims that were or reasonably could have been alleged based on the claims, facts and/or allegations that were contained in Plaintiffs' PAGA Letters to the LWDA. This release will be for the PAGA Period.

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

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$1,601,569.52 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of

1. the Class Representative Enhance Payments to the named Plaintiffs in an amount up to \$15,000 each, for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims;
2. the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$30,000
3. a payment of \$60,000 allocated to the PAGA claims, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.; and
4. payment to Class Counsel in an amount not to exceed \$560,549.33 (35% of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$70,000 for litigation costs.

¹ "Released Parties" means all defendants named in the Lawsuit and each of its affiliated, related, parent, predecessor, and subsidiary entities, and each of their officers, directors, agents, insurers, attorneys, and employees.

All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

C. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$45,000 (75% of the \$60,000 total PAGA Payment). The remaining \$15,000 will be proportionately distributed amongst all Aggrieved Employees. Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant, based on the PAGA Data provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same PAGA data, which is then multiplied by the Net PAGA Settlement Amount. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked during the PAGA Period.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: **\$«MERGED_Class_EstSettAmnt_CALC»**, less taxes. This is based on the Class Data which shows you worked «MERGED_Class_WW_CALC» workweeks during the Class Period.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: **\$«MERGED_PAGA_EstSettAmnt_CALC»**. This is based on the PAGA Data which shows you worked «MERGED_PAGA_PayPeriods_CALC» pay periods during the PAGA Period.

E. Workweek/Pay Period Challenges.

The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated above. If you disagree with either of these numbers, you must challenge it by November 29, 2024. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. The Settlement Administrator's address is P.O. Box 26170, Santa Ana, CA 92799, CaseSupport@Simpluris.com.

You may need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you can provide information showing alternative dates of employment such as copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

F. Tax Treatment of Your Settlement Payments

Twenty percent (20%) of each Individual Class Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant's share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendants separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Eighty percent (80%) of the Individual Class Settlement Share is intended to settle each Class Member's claims for interest and penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

G. When Will You Receive Your Settlement Check?

If you do not request to be excluded from the settlement, you should receive your settlement check approximately a month and a half after the settlement becomes final. The settlement becomes final when the settlement can no longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the Court grants final approval of the settlement, the date the Court enters judgment granting final approval of the settlement. As such, if there are no objections to the settlement, you should receive your settlement check approximately a month and a half after the date of the Final Fairness Hearing, listed in Section 1 of this notice.

If you move after receiving this notice, please contact the Settlement Administrator to update your address. You can contact the Settlement Administrator by calling (844) 804-2566. You may also update your contact information by calling Class Counsel listed in Section 5 of this notice. Please refer to the *New Legend, Inc.* settlement when calling the Settlement Administrator or Class Counsel.

H. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to the California Controller's Unclaimed Property Fund.

I. What If I Lose My Settlement Check?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

J. What If I Change My Address?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. You can contact the Settlement Administrator by calling (844) 804-2566.

11. *How Will the Attorneys for the Class and the Class Representatives Be Paid?*

The attorneys for Plaintiffs and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiffs and the Class shall be paid an amount not to exceed 35% of the Gross Settlement Amount (\$560,000) for attorney fees and \$70,000 for litigation costs.

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

Plaintiffs will also be paid, subject to Court approval, an amount not to exceed \$15,000 each, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the New Legend, Inc. Class Action Settlement.

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

**NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE HOMOLOGADA POR LA CORTE Y
FECHA DE AUDIENCIA PARA LA HOMOLOGACIÓN DEFINITIVA POR PARTE DE LA CORTE**

CORTE SUPERIOR DE CALIFORNIA, CONDADO DE SUTTER

Ron Ellwanger, Anthony Griffin y Daymien Hardy, en su nombre, en nombre de todas las demás personas en una situación similar y en nombre del público en general, Demandantes, v. New Legend, Inc., Demandado

Caso No. CVCS19-0000452 (“Demanda” o “Acción”)

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode_194900»

«City», «State» «Zip»

***La Corte Superior del Estado de California autorizó esta Notificación. ¡Léala atentamente!
No se trata de correo basura, ni de spam, ni de un anuncio o una solicitud por parte de un abogado. Usted no
está siendo demandado.***

La Corte Superior de California, Condado de Sutter, ha otorgado la homologación preliminar de un acuerdo propuesto (“Acuerdo”) de la acción mencionada arriba (“Acción de Clase”). Debido a que sus derechos pueden verse afectados por este Acuerdo, es importante que lea atentamente esta Notificación de Acuerdo de Acción de Clase (“Notificación”).

La Corte ha certificado la siguiente clase a los efectos del acuerdo (“Clase” o “Miembros de la Clase”):

Todos los empleados no exentos empleados por el Demandado que no exoneraron previamente sus reclamos de la siguiente manera:

Clase de Conductores: En cualquier momento entre el 31 de marzo del 2019 y el 17 de mayo del 2024 (“Período de la Clase de Conductores”); y

Clase de Empleados que no son Conductores: En cualquier momento entre el 13 de agosto del 2016 y el 14 de mayo del 2024 (“Período de la Clase de Empleados que no son Conductores”)

El objetivo de esta Notificación es suministrar una breve descripción de los reclamos alegados en la Acción, los términos clave del Acuerdo y sus derechos y opciones con respecto al Acuerdo.

QUÉ INFORMACIÓN INCLUYE ESTA NOTIFICACIÓN

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19. ¿Cómo me opongo al Acuerdo?	Página 4
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22. ¿Cómo se les pagará a los Abogados de la Clase y al Representante de la Clase?.....	Página 8

1. ¿Por qué recibí esta Notificación?

Los registros de New Legend, Inc. (en adelante, el “Demandado”) indican que usted puede ser un Miembro de la Clase. El acuerdo resolverá todos los Reclamos Exonerados de los Miembros de la Clase, como se describe en la Sección No. 9 a continuación. El acuerdo exonerará los reclamos de los empleados que trabajaron para el Demandado como conductores durante el período comprendido entre el 31 de marzo del 2019 y el 17 de mayo del 2024. El acuerdo exonerará los reclamos de los empleados que trabajaron para el Demandado en un puesto que no es de conductor durante el período de tiempo comprendido entre el 13 de agosto del 2016 y el 14 de mayo del 2024.

Se celebró una Audiencia de Homologación Preliminar el 24 de junio del 2024 en la Corte Superior de California, en el Condado de Sutter. La Corte certificó condicionalmente a la Clase únicamente a los fines del acuerdo y ordenó que usted recibiera esta Notificación.

La Corte celebrará una Audiencia de Homologación Definitiva con respecto al acuerdo propuesto el 10 de enero del 2025, a las 9:00 a. m., ante el Juez Perry Parker, en 1175 Civic Center Boulevard, Yuba City, California 95993.

2. ¿De qué trata este caso?

El 20 de febrero del 2019, el Demandante Ron Ellwanger presentó una demanda de acción de clase contra el Demandado ante la Corte Superior del Condado de Sutter (Caso No. CVCS19-0000452). En la demanda, se alegaron las siguientes causas de acción contra el Demandado: (1) no pagar todos los salarios por el horario regular; (2) no pagar todos los salarios por horas extra; (3) no proporcionar períodos de comida; (4) no autorizar y permitir períodos de descanso; (5) no autorizar y permitir períodos de recuperación; (6) no cumplir, de manera deliberada e intencional, con las disposiciones de talones de cheques desglosados de los empleados; (7) no pagar todos los salarios al momento de la finalización del empleo; (8) violación de la Ley de Procuraduría General Privada del 2004 (“PAGA”, por sus siglas en inglés); y (9) violación de la Ley de Competencia Desleal. El 19 de diciembre del 2022, el Demandante Ellwanger presentó una Primera Demanda Modificada que agregaba a los Demandantes Anthony Griffin y Daymien Hardy, así como también un reclamo por no reembolsar gastos comerciales. Los Demandantes presentan su caso en su nombre y en nombre de todos los empleados no exentos que trabajan para el Demandado en California.

La Corte no ha tomado ninguna determinación con respecto a si los reclamos presentados por los Demandantes tienen algún mérito. En otras palabras, la Corte no ha determinado si se ha violado alguna ley, así como tampoco ha tomado una decisión en favor del Demandante o del Demandado; en lugar de ello, ambas partes aceptaron resolver el juicio sin decisión o admisión de quién tiene la razón o está equivocado. Al aceptar resolver el juicio, todas las partes evitan los riesgos y el costo de un juicio.

El Demandado niega expresamente haber hecho algo mal o haber violado la ley y niega, además, tener responsabilidad alguna frente a los Demandantes o a la Clase.

3. ¿Soy Miembro de la Clase? ¿Quién es un Empleado Agraviado?

Usted es un Miembro de la Clase si trabajó para el Demandado como empleado no exento en California: (a) como conductor en cualquier momento entre el 31 de marzo del 2019 y el 17 de mayo del 2024; o (b) como empleado en un puesto que no fuera de conductor en cualquier momento entre el 13 de agosto del 2016 y el 14 de mayo del 2024.

En virtud del acuerdo, usted también puede ser un “Empleado Agraviado”. Usted es un Empleado Agraviado si trabajó para el Demandado como empleado no exento en California: (a) como conductor en cualquier momento entre el 31 de marzo del 2019 y el 17 de mayo del 2024; o (b) como empleado en un puesto que no sea de conductor en cualquier momento entre el 31 de marzo del 2019 y el 14 de mayo del 2024.

4. ¿Cómo funciona este Acuerdo de Acción de Clase?

Los Demandantes presentan esta acción en su propio nombre y en nombre de todas las demás personas en una situación similar que trabajaron para el Demandado como empleados no exentos en California en cualquier momento durante los Períodos de la Clase. Los Demandantes y estas otras personas comprenden una “Clase” y son “Miembros de la Clase”. El acuerdo de esta Acción resuelve los Reclamos Exonerados de todos los Miembros de la Clase, según se definen en el Acuerdo y la Sentencia Definitiva, excepto los que se excluyan de la Clase solicitando excluirse como se establece a continuación.

Los Demandantes y los Abogados de la Clase creen que el acuerdo es justo y razonable. La Corte también debe revisar los términos del acuerdo y determinar si son justos y razonables para la Clase. El archivo de la Corte cuenta con los documentos del acuerdo, los cuales explican el acuerdo en mayor detalle. Puede examinar el escrito inicial y otros documentos en este litigio en línea en el sitio web de la Corte Superior del Condado de Sutter, <https://www.sutter.courts.ca.gov/online-services/online-case-access>, o en persona en la oficina del secretario, ubicada en 1175 Civic Center Boulevard, Yuba City, California 95993. Después de ingresar al sitio web, haga clic en el botón "Go to the portal" [Ir al portal], luego seleccione el casillero "Smart Search" [Búsqueda inteligente], ingrese el número de caso "CVCS19-0000452" y haga clic en "Submit" [Enviar]. También puede obtener documentos en este caso contactando a los Abogados de la Clase.

5. ¿Quiénes son los Abogados que representan a los Demandantes y a la Clase?

Abogados de los Demandantes y de la Clase
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Teléfono: (619) 234-2833 JAMES HAWKINS APLC James R. Hawkins james@jameshawkinsaplc.com Gregory Mauro greg@jameshawkinsaplc.com Michael Calvo michael@jameshawkinsaplc.com 9880 Research Drive, Suite 200 Irvine, CA 92618 Teléfono: (949) 387-7200

La Corte ha decidido que Mara Law Firm, PC, y James Hawkins, APLC, están calificados para representarlos a usted y a todos los demás Miembros de la Clase simultáneamente. Si desea contar con su propio abogado, puede contratarlo a su cuenta y cargo.

6. ¿Cuáles son mis opciones?

El propósito de la presente Notificación es informarlo del acuerdo propuesto y de sus opciones. Cada opción tiene sus consecuencias, las cuales usted debe entender antes de tomar su decisión. Sus derechos sobre cada opción y los pasos que debe tomar para seleccionar cada opción se resumen debajo y se explican con más detalle en esta Notificación.

Nota importante: El Demandado no tomará represalias en su contra de ninguna manera por participar o no participar en este Acuerdo.

NO HACER NADA:	Si no hace nada y la Corte otorga la homologación definitiva del Acuerdo, pasará a ser parte de esta Acción de Clase y podrá recibir un pago del Acuerdo. Estará obligado a la exoneración de los Reclamos Exonerados de la Clase según se definen en el Acuerdo y la Sentencia Definitiva. También renunciará a su derecho a formular los Reclamos Exonerados de la Clase como se definen en la Sección No. 9 más abajo.
EXCLUIRSE:	Si no desea participar como Miembro de la Clase, puede “excluirse”, lo que lo eliminará de la Clase y de esta Acción de Clase. Si la Corte otorga la homologación definitiva del Acuerdo, usted no recibirá un pago del Acuerdo y no renunciará al derecho de demandar al Demandado y a las Partes Exoneradas por los Reclamos Exonerados de la Clase. No puede excluirse de la parte de la PAGA del Acuerdo propuesto. El Demandado debe pagar los Pagos Individuales en virtud de la PAGA a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos de presentar Reclamos Exonerados (definidos a continuación). Si usted es un Empleado Agraviado, recibirá una parte de la PAGA, incluso si se excluye del acuerdo de acción de clase.
OPONERSE:	Puede presentar una oposición legal al acuerdo propuesto. Si desea oponerse, no puede excluirse de este caso.

7. ¿Cómo me excluyo de este Acuerdo?

Si no desea participar del Acuerdo, debe enviar una Solicitud de Exclusión por escrito al Administrador del Acuerdo. La solicitud de exclusión por escrito debe: (a) indicar su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de seguro social o número de identificación del empleado; (b) indicar su intención de excluirse o no participar del Acuerdo; (c) estar dirigida al Administrador del Acuerdo en *Ellwanger, et al. v. New Legend, Inc., et al.*, P.O. Box 26170, Santa Ana, CA 92799; (d) estar firmada por usted o su representante legal; y (e) tener sello postal de, a más tardar, el 29 de noviembre del 2024.

Si la Corte homologa el Acuerdo en la Audiencia de Homologación Definitiva, la Corte dictará una Sentencia. Si no solicita la exclusión del Acuerdo, la Sentencia lo obligará conforme a los términos del Acuerdo. Si usted es un Empleado Agraviado, recibirá una parte del pago en virtud de la PAGA, incluso si se excluye del acuerdo.

8. ¿Cómo me opongo al Acuerdo?

Si es un Miembro de la Clase que no se excluye del Acuerdo, puede oponerse al Acuerdo, personalmente o a través de un abogado, presentando su oposición por escrito, firmada, fechada y enviada al Administrador del Acuerdo con sello postal a más tardar del 29 de noviembre del 2024, inclusive. La oposición debe: (a) el nombre del caso; (b) su nombre completo, dirección y número de teléfono; (c) las palabras “Notificación de Oposición” o “Oposición Formal”; (d) describir, en términos claros y concisos, los argumentos jurídicos y fácticos que fundamenten la oposición; (e) indicar testigos a los que la persona que se opone puede llamar para que testifiquen en la Audiencia de Homologación Definitiva; y (f) brindar copias fieles y correctas de cualquier anexo que la persona que se opone tiene la intención de presentar en la Audiencia de Homologación Definitiva.

Los Miembros de la Clase pueden comparecer a la Audiencia de Homologación Definitiva, ya sea personalmente o a través del abogado propio de quien se opone. La Audiencia de Homologación Definitiva de la Corte está programada para realizarse el 10 de enero del 2025 a las 9:00 a. m. No tiene la obligación de asistir, pero tiene el derecho de comparecer (o contratar un abogado para que comparezca en su nombre a su propio cargo), en persona, por teléfono o mediante la plataforma de comparecencia virtual de la Corte. Los Miembros Participantes de la Clase pueden oponerse verbalmente al Acuerdo en la Audiencia de Homologación Definitiva. Si la Corte rechaza la oposición, recibirá un pago de la Parte Individual del Acuerdo y quedará obligado por los términos del Acuerdo.

Los Miembros Participantes de la Clase tienen derecho a oponerse a cualquiera de las deducciones del acuerdo. La Corte tendrá en cuenta todas las oposiciones.

9. ¿Cómo afecta mis derechos este Acuerdo? ¿Cuáles son los Reclamos Exonerados?

Si la Corte aprueba el acuerdo propuesto, dictará una Sentencia Definitiva. Todos los Miembros de la Clase que no se excluyan del Acuerdo quedarán obligados por la Sentencia Definitiva de la Corte y exonerarán al Demandado y a las Partes Exoneradas² de los Reclamos Exonerados de la Clase:

Los Reclamos Exonerados de la Clase incluyen todos y cada uno de los reclamos, quejas, demandas, responsabilidades, deudas, obligaciones, gravámenes, costos, honorarios de abogados, promesas, pérdidas o daños, pasados o presentes, que se alegaron y/o podrían haberse alegado en las Demandas con base en los hechos, las teorías y/o los reclamos alegados en las Demandas Vigentes. Todos los Miembros Participantes de la Clase exoneran a las Partes Exoneradas de todos los reclamos que se alegaron o que podrían haberse alegado con base en los hechos contenidos en los reclamos en los expedientes de este caso, lo que incluye: (1) no pagar todos los salarios mínimos/por horario regular; (2) no pagar todos los salarios por horas extra; (3) no proporcionar períodos de comida; (4) no autorizar y permitir períodos de descanso; (5) no autorizar y permitir períodos de recuperación; (6) no proporcionar talones de cheque precisos y completos; (7) sanciones por mora intencional en el pago de los montos debidos después de la desvinculación; (8) no reembolsar los gastos comerciales; (9) violación de la Ley de Competencia Desleal con base en violaciones de los artículos del Código Laboral de California establecidos en el presente, (10) no mostrar la licencia por enfermedad paga en el talón de cheque, y (11) no proporcionar la Notificación del artículo 2810.5 del Código Laboral. Esta exoneración será para el Período de la Clase.

Además, los Empleados Agraviados en virtud de la PAGA quedarán obligados por la Sentencia Definitiva de la Corte y exonerarán al Demandado y a las Partes Exoneradas de los Reclamos Exonerados en virtud de la PAGA:

Se considera que los Empleados Agraviados en virtud de la PAGA exoneran a las Partes Exoneradas de todos los reclamos pertenecientes al Estado de California, la LWDA y los Demandantes (como representantes del Estado de California, la LWDA y el público en general) conforme a la Ley de Procuraduría General Privada de California (“PAGA”), Código Laboral de California, Arts. 2698, *et seq.* en la medida en que dichos reclamos estén basados en reclamos que fueron o podrían razonablemente haber sido alegados con base en los reclamos, hechos y/o acusaciones que estaban contenidos en las Cartas de la PAGA de los Demandantes a la LWDA. Esta exoneración será para el Período de la PAGA.

10. ¿Cuánto puedo esperar recibir en virtud de este Acuerdo?

El importe máximo total que el Demandado podría tener que pagar en virtud de este Acuerdo será de hasta \$1,601,569.52 (“Importe Bruto del Acuerdo” o “GSA”).

B. Deducciones del Acuerdo

El “Importe Neto del Acuerdo” o “NSA” significa la parte del Importe Bruto del Acuerdo, disponible para su distribución a los Miembros de la Clase después de la deducción de:

2. El aumento en el Pago al Representante de la Clase para el Demandantes Nombrados por un importe de hasta \$15,000 cada uno, por llevar adelante la Acción, los riesgos asumidos por el pago de los honorarios y costos de abogados, y una exoneración general de todos los reclamos;

² “Partes Exoneradas” significa todos los demandados nombrados en el Juicio y cada una de sus entidades afiliadas, relacionadas, controlantes, predecesoras y subsidiarias, y cada uno de sus funcionarios, directores, agentes, aseguradoras, abogados, y empleados.

3. Los costos de Administración del Acuerdo para el Administrador del Acuerdo por un importe estimado que no excederá los \$30,000

4. Un pago de \$60,000 asignado a los reclamos en virtud de la PAGA, asignado 75% al Pago en virtud de la PAGA de la LWDA y 25% en Pagos Individuales en virtud de la PAGA a los Empleados Agraviados según sus Períodos de Pago del Período de la PAGA; y

5. Pago a los Abogados de la Clase por un monto que no exceda los \$560,549.33 (35% del Importe Bruto del Acuerdo) por honorarios de abogados y un monto que no exceda los \$70,000 por costos de litigio.

Todos estos pagos están sujetos a la aprobación de la Corte.

C. Cómo se calculan los Pagos del Acuerdo de los Miembros de la Clase

Luego de deducir los elementos arriba nombrados, el Importe Neto del Acuerdo restante se distribuirá proporcionalmente entre todos los Miembros de la Clase que no se hayan excluido. Cada Miembro Participante de la Clase recibirá una parte proporcional del Importe Neto del Acuerdo que se calcula como (i) el número de semanas que trabajó esa persona para el Demandado sobre la base de los Datos de la Clase proporcionados por el Demandado, dividido por (ii) el número total de semanas trabajadas por todos los Miembros Participantes de la Clase sobre la base de los mismos Datos de la Clase, y luego multiplicado por el Importe Neto del Acuerdo. Un día trabajado en una semana determinada se computará como una semana de trabajo a los efectos de este cálculo. Por lo tanto, el valor de cada Parte Individual del Acuerdo de cada Miembro de la Clase se relaciona directamente con la cantidad de semanas que trabajó esa persona.

D. Cómo se calculan los Pagos del Acuerdo de Empleados Agraviados

Si usted es un Empleado Agraviado en virtud del acuerdo, también recibirá una parte del Pago en virtud de la PAGA. Conforme a la PAGA, la LWDA recibirá un pago de \$45,000 (75% del Pago Total de \$60,000 en virtud de la PAGA). Los \$15,000 restantes se distribuirán proporcionalmente entre todos los empleados agraviados. Cada Empleado Agraviado recibirá una parte proporcional del Importe Neto del Acuerdo en virtud de la PAGA que es igual a (i) la cantidad de períodos de pago que trabajó para el Demandado, según los Datos de la PAGA proporcionados por el Demandado, dividido por (ii) la cantidad total de períodos de pago trabajados por todos los Empleados Agraviados sobre la base de los mismos datos de la PAGA, y luego multiplicado por el Importe Neto del Acuerdo en virtud de la PAGA. Un día trabajado en período determinado se computará como un período de pago a los efectos de este cálculo. Por lo tanto, el valor de la Parte Individual del Acuerdo en virtud de la PAGA de cada Empleado Agraviado se vincula directamente con la cantidad de períodos de pago que trabajó durante el Período de la PAGA.

E. Su Pago Estimado del Acuerdo

Si bien su parte exacta del Importe Neto del Acuerdo como Miembro de la Clase no puede calcularse con precisión hasta después del tiempo durante el cual las personas pueden oponerse o solicitar su exclusión del Acuerdo, sobre la base del cálculo anterior, su parte aproximada del Importe Neto del Acuerdo es la siguiente: **\$«MERGED_Class_EstSettAmnt_CALC»**, menos impuestos. Esto se basa en los Datos de la Clase que muestran que trabajó «MERGED_Class_WW_CALC» semanas de trabajo durante el Período de la Clase.

Si también es un Empleado Agraviado, recibirá una parte del Importe Neto del Acuerdo en virtud de la PAGA. Sobre la base del cálculo anterior, su parte aproximada del Importe Neto del Acuerdo en virtud de la PAGA es la siguiente: **\$«MERGED_PAGA_EstSettAmnt_CALC»**. Esto se basa en los Datos de la PAGA que muestran que usted trabajó «MERGED_PAGA_PayPeriods_CALC» períodos de pago durante el Período de la PAGA.

F. Desafíos de Semana de Trabajo/Período de Pago.

El importe de su Pago Individual de la Clase y Pago en virtud de la PAGA (si lo hubiera) depende de cuántas semanas de trabajo trabajó al menos un día durante el Período de la Clase y cuántos Períodos de Pago trabajó al menos un día durante el Período de la PAGA, respectivamente. La cantidad de Semanas de Trabajo del Período

de la Clase y la cantidad de Períodos de Pago del Período de la PAGA que trabajó de acuerdo con los registros del Demandado se indica anteriormente. Si no está de acuerdo con cualquiera de estos números, debe impugnarlos antes del 29 de noviembre del 2024, inclusive. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo, correo electrónico o fax. La dirección del Administrador del Acuerdo es P.O. Box 26170, Santa Ana, CA 92799, CaseSupport@Simpluris.com.

Es posible que deba apoyar su impugnación enviando copias de talones de pago u otros registros. El Administrador aceptará el cálculo del Demandado de Semanas de Trabajo y/o Períodos de Pago basado en los registros del Demandado como preciso, a menos que pueda proporcionar información que muestre fechas alternativas de empleo, como copias de registros que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no se le devolverán. El Administrador resolverá las impugnaciones de las Semanas de Trabajo y/o los Períodos de Pago en función de su presentación y de los aportes de los Abogados de la Clase (que abogarán en nombre de los Miembros Participantes de la Clase) y del Abogado del Demandado. La decisión del Administrador es definitiva. No puede apelar ni impugnar su decisión final.

G. Tratamiento impositivo de sus Pagos del Acuerdo

El veinte por ciento (20%) de cada Parte Individual del Acuerdo de Clase tiene la intención de resolver los reclamos de cada Miembro de la Clase por salarios impagos (la "Parte Salarial"). La Parte Salarial se reducirá en función de las retenciones y deducciones impositivas de la nómina de pago aplicables. La parte de los Demandados de los impuestos sobre la nómina de pago legalmente requeridos para la parte salarial será calculada por el Administrador del Acuerdo y pagada por los Demandados por separado del GSA. El Administrador del Acuerdo emitirá un Formulario W-2 del IRS a cada Miembro Participante de la Clase con respecto a la parte salarial de su Parte Individual del Acuerdo de la Clase.

El ochenta por ciento (80%) de la Parte Individual del Acuerdo de Clase tiene la intención de resolver los reclamos de cada Miembro de la Clase por intereses y sanciones/otros pagos. La Parte No Salarial no se reducirá en función de las retenciones y deducciones impositivas de la nómina de pago. El Administrador del Acuerdo emitirá a cada Miembro Participante de la Clase un Formulario 1099 del IRS con respecto a la parte no salarial de su Parte Individual del Acuerdo de la Clase.

Si usted es un Empleado Agraviado, su Parte Individual del Acuerdo en virtud de la PAGA se distribuirá como 100% de sanciones. Esto no se reducirá con retenciones y deducciones de impuestos sobre la nómina de pago. El Administrador del Acuerdo emitirá a cada Empleado Agraviado un Formulario 1099 del IRS con respecto a su Parte Individual del Acuerdo en virtud de la PAGA.

Aunque los Demandantes y el Demandado han aceptado estas asignaciones, ninguna de las partes le brinda asesoramiento sobre si sus Pagos están sujetos a impuestos o cuánto podría adeudar en impuestos. Usted tiene la responsabilidad de pagar todos los impuestos (incluidas las sanciones e intereses en impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar a un asesor impositivo si tiene alguna pregunta sobre las consecuencias impositivas del Acuerdo propuesto.

H. ¿Cuándo recibirá su cheque del Acuerdo?

Si no solicita ser excluido del acuerdo, debe recibir su cheque del acuerdo aproximadamente un mes y medio después de que el acuerdo sea definitivo. El acuerdo se convierte en definitivo cuando el acuerdo ya no puede ser apelado, o, si no hay opositores ni intervenciones de otros demandantes en el momento en que la Corte otorga la homologación definitiva del acuerdo, la fecha en que la Corte dicta sentencia que otorga la homologación definitiva del acuerdo. Como tal, si no hay oposiciones al acuerdo, debe recibir su cheque del acuerdo aproximadamente un mes y medio después de la fecha de la Audiencia de Homologación Definitiva, que se indica en la Sección 1 de esta notificación.

Si se muda después de recibir esta notificación, comuníquese con el Administrador del Acuerdo para actualizar su dirección. Puede comunicarse con el Administrador del Acuerdo llamando al (844) 804-2566. También puede actualizar su información de contacto llamando a los Abogados de la Clase que se indica en la Sección 5 de esta notificación. Consulte el *acuerdo* de *New Legend, Inc.* cuando llame al Administrador del Acuerdo o a los Abogados de la Clase.

I. ¿Qué sucede si no cobra su cheque?

Se recomienda encarecidamente que, al recibir su cheque del acuerdo, lo cobre de inmediato o lo cobre antes de la fecha de anulación de 180 días que se muestra en cada cheque. Si algún cheque permanece sin cobrar o no se deposita antes del vencimiento del período de 180 días, el Administrador del Acuerdo pagará el monto representado por el cheque al Fondo de Propiedad No Reclamada del Controlador de California.

J. ¿Qué sucede si pierdo mi cheque del acuerdo?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre y cuando solicite un reemplazo antes de la fecha de anulación en la cara del cheque original. Si su cheque ya es nulo, debe consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

K. ¿Qué sucede si cambio mi dirección?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia su dirección postal. Puede comunicarse con el Administrador del Acuerdo llamando al (844) 804-2566.

11. *¿Cómo se les pagará a los Abogados de la Clase y al Representante de la Clase?*

Los abogados de los Demandantes y de la Clase recibirán un pago del Importe Bruto del Acuerdo. Sujeto a la aprobación de la Corte, los abogados de los Demandantes y de la Clase recibirán un pago por un importe que no exceda el 35% del Importe Bruto del Acuerdo (\$560,000) por honorarios de abogados y \$70,000 por costos de litigio.

El Demandado ha pagado todos los honorarios y costos de sus propios abogados.

También se pagará a los Demandantes, sujeto a la aprobación de la Corte, un monto que no exceda los \$15,000 cada uno, como un pago adicional por iniciar y tramitar este caso, por los riesgos asumidos por el pago de costos en caso de que este caso se hubiera perdido, y una exoneración general de todos los reclamos.

SI NECESITA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA, puede comunicarse con los Abogados de la Clase indicados anteriormente o con el Administrador del Acuerdo al número de teléfono que se indica a continuación, sin cargo. Consulte el Acuerdo de Acción de Clase de New Legend, Inc.

POR FAVOR, NO LLAME POR TELÉFONO A LA CORTE NI AL SECRETARIO DE LA CORTE PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

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Exhibit C

Matter Billing Detail

Report Date: 12/10/2024
Report Time: 9:30AM
Page: 1 of 2
User ID: Miccolis

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 12/10/2024
Client: NEWENGLND001 - Daymien Hardy
Matter: ARS005 - New Legend Inc- Daymien Hardy -6736

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
08/12/2020	FST	First Legal Network - Filed, Complaint, Summons, Civ Cover Sheet IN#30136335	\$1,671.84		Unbilled				
08/13/2020	FIL	Filing Fee- Filed- LWDA- CK# 8809	\$75.00		Unbilled				
08/20/2020	POS	Postage- certified mail to 2 entities	\$17.98		Unbilled				
09/02/2020	FST	First Legal Network Process serve: Complaint and initial documents IN#30139041	\$249.76		Unbilled				
01/06/2021	FST	First Legal Network - Filing, Joint initial CMC statement IN#30149229	\$77.94		Unbilled				
01/28/2021	CCL	Court Call - 01.13.2021 Case Management Conference for GEM	\$94.00		Unbilled				
05/05/2021	FST	First Legal Network - Filing, joint stipulation to continue , PDF courtesy , joint stipulation to continue IN#30159758	\$177.54		Unbilled				
05/10/2021	CCL	Court Call- Status Conf 6/11/21 -MC	\$94.00		Unbilled				
06/08/2021	FST	First Legal Network- Filed- Joint ICMC Statement Courtesy Delivery- Joint ICMC Statement IN#30162706	\$111.94		Unbilled				
07/23/2021	FST	First Legal Network- FILED- Notice of Related Case IN#30166121	\$77.94		Unbilled				
07/23/2021	FST	First Legal Network- FILED- Notice of Related Case IN#30166121	\$77.94		Unbilled				
08/05/2021	CCL	Court Call- 08.06.21- Complex Case Management Conference- JS	\$94.00		Unbilled				
08/06/2021	FST	First Legal Network- FILED- Notice of Payment of advance jury fees IN#30169470	\$77.94		Unbilled				
09/13/2021	FST	First Legal Network - ADDITIONAL billing - ntc of payment of advance jury fees , Filing - Joint CMC statement IN#30172635	\$242.94		Unbilled				
09/28/2021	CCL	Court Call - 09.30.2021 CCL Confirmation - Complex Case Management Conference for GEM	\$94.00		Unbilled				
11/05/2021	FST	First Legal Network - File: Joint CMC Statement - IN #30179004	\$77.94		Unbilled				
12/10/2021	CCL	Court Call - CMC	\$94.00		Unbilled				
01/28/2022	FST	First Legal Network - Filing branch pdf next day, joint CM statement IN #30185317	\$81.21		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
02/04/2022	CCL	Court Call - CCL Conf - CMC- GEM	\$94.00		Unbilled				
06/16/2022	FST	First Legal Network- Filing-Branch: Pltf Ntc of Continuance IN#30202789	\$81.21		Unbilled				
09/30/2022	FST	First Legal Network - Filing-Branch: Joint CMC Stmt & Request to Cont IN#30212421	\$81.21		Unbilled				
01/03/2023	FST	First Legal Network - Filing - Req for Dismissal & Prop Order, Plfs Ntc of Court granting Dismissal IN# 30224217	\$230.22		Unbilled				
01/06/2023	CCL	Court Call - 10.06.2023 CCL Appearance for Order to Show Cause	\$72.00		Unbilled				
05/28/2024	EXA	Expert Analysis - IN# 240521 CK#11873	\$1,500.00		Unbilled				
		Total:	\$5,546.55	\$0.00					
		Balance:	\$5,546.55						
Total Fees Billed- -----		\$0.00							
Total Fees Unbilled : -----		\$0.00							
Total Fees Received : -----		\$0.00							
Total Soft Cost Billed : -----		\$0.00							
Total Soft Cost Unbilled : -----		\$0.00							
Total Soft Cost Received : -----		\$0.00							
Total Hard Cost Billed : -----		\$0.00							
Total Hard Cost Unbilled : -----		\$5,546.55							
Total Hard Cost Received : -----		\$0.00							
Total Taxes Billed : -----		\$0.00							
Total Taxes Unbilled : -----		\$0.00							
Total Taxes Received : -----		\$0.00							
Total Late Charges Billed : -----		\$0.00							
Total Late Charges Unbilled: -----		\$0.00							
Total Late Charges Received : -----		\$0.00							
Trust Balance: -----		\$0.00							

Matter Billing Detail

Report Date:12/10/2024

Report Time:9:30AM

Page:1 of 2

User ID:Miccolis

JAMES HAWKINS APLC

Date Range:01/01/1900 to 12/10/2024

Client:NEWENGLND001 - Daymien Hardy

Matter:ARS012 - New Legend Inc-PAGA -Daymien Hardy

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
10/19/2020	FST	First Legal Network - Comoplain and Initial Docs (e-filed) IN#30141510	\$87.74		Unbilled				
10/30/2020	FST	First Legal Network - Additional Billing Complaint and Initial Docs	\$1,578.50		Unbilled				
12/17/2020	FST	First Legal Network - Process Serve Complaint and Initial Docs (x4); Filing Proof of Service IN#30146136	\$587.19		Unbilled				
01/19/2021	FST	First Legal Network - Filing, Request for continuance of ISC IN#30149229	\$99.94		Unbilled				
03/19/2021	FST	First Legal Network - Filing, joint initial CMC statement , IN#30154513	\$121.54		Unbilled				
03/23/2021	CRT	Court Documents - Pulled Final Approval Declaration from CIVDS1722708 - San Diego Sup. Ct.	\$25.00		Unbilled				
03/23/2021	CRT	Court Documents - Pulled Ntc of Motion from CIVDS1722708 - San Diego Sup. Ct.	\$2.50		Unbilled				
03/23/2021	CRT	Court Documents - Pulled MPA for Final Approval from CIVDS1722708 - San Diego Sup. Ct.	\$11.50		Unbilled				
04/08/2021	CCL	Court Call - 03.23.2021 Case Management Conference for GEM	\$94.00		Unbilled				
05/10/2021	CCL	Court Call-Status Conf 6/11/21 -MC	\$94.00		Unbilled				
07/23/2021	FST	First Legal Network- FILED- Notice of Related Case IN#30166121	\$77.94		Unbilled				
05/25/2022	FST	First Legal Network- Filed Joint CMC Statement and Req. to Continue IN30199329	\$81.21		Unbilled				
01/03/2023	FST	First Legal Network - Filing - Req for Dismissal & Prop Order IN# 30227367	\$86.11		Unbilled				
		Total:	\$2,947.17	\$0.00					
		Balance:	\$2,947.17						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled :-----			\$0.00						
Total Fees Received :-----			\$0.00						
Total Soft Cost Billed :-----			\$0.00						
Total Soft Cost Unbilled :-----			\$0.00						
Total Soft Cost Received :-----			\$0.00						
Total Hard Cost Billed :-----			\$0.00						
Total Hard Cost Unbilled :-----			\$2,947.17						
Total Hard Cost Received :-----			\$0.00						
Total Taxes Billed :-----			\$0.00						
Total Taxes Unbilled :-----			\$0.00						
Total Taxes Received :-----			\$0.00						
Total Late Charges Billed :-----			\$0.00						
Total Late Charges Unbilled:-----			\$0.00						
Total Late Charges Received :-----			\$0.00						
Trust Balance:-----			\$0.00						

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Exhibit D

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)
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Irvine, CA 92618
Tel.: (949) 387-7200
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Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff DAYMIEN HARDY,
individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SUTTER**

RON ELLWANGER, ANTHONY
GRIFFIN, and DAYMIEN HARDY on
behalf of themselves, all others similarly
situated, and on behalf of the general
public,

Plaintiffs,

v.

NEW LEGEND, INC. and DOES 1-100,
Defendants.

Case No. CVCS 19-0000452

**DECLARATION OF PLAINTIFF DAYMIEN
HARDY IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 10, 2025

Time: 9:00 a.m.

Judge: Hon. Susan E. Green

DECLARATION OF DAYMIEN HARDY

I, DAYMIEN HARDY hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the Plaintiffs' Motion for Final Approval of Class Action Settlement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendant NEW LEGEND, INC. ("Defendant") in approximately August 2018 as a Non-Exempt Employee working as a driver and worked during the liability period for Defendant until my separation from Defendant's employ in approximately January 2020. I typically worked 5 days a week and 40 or more hours per week.

3. As a non-exempt employee, I suffered the same damages as other employees. These included Defendant's failure to pay minimum wages, failure to pay all wages earned and owed upon separation from Defendant's employ, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenses, and violations under the UCL all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendant and suffered similar harms due to Defendant's common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

6. My attorneys provided me with a draft of the complaint for my review and

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2 approval. I closely reviewed the complaint to ensure accuracy and completeness. As a
3 result, I caused my attorneys to file the class action complaint alleging claims for the allegations
4 alleged therein. Thereafter, I have been fully involved in my case. Following the filing of the
5 complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly
6 contacted my attorneys to stay current on the status of the litigation, and to discuss my
7 attorneys' progress in prosecuting the claims.

8 7. Since I believe I was not paid minimum wages owed to me, not paid all wages
9 earned and owed upon separation from Defendant's employ, not provided meal and rest periods,
10 not provided accurate itemized wage statements, not reimbursed necessary business expenses, as
11 well as violations under the UCL all in accordance with California law and that I have been
12 similarly injured as to all other class members in the settlement who worked for Defendant
13 during the class period, I believe the claims asserted in the Complaint are also shared by the
14 other Class Members. I worked with various other non-exempt employees and I believe we were
15 all treated the same and subject to the same unlawful policies.

16 8. Since I agreed to become a Class Representative, I have worked every step of the
17 way with my attorneys. During the course of the litigation I have always kept the best interest
18 of the Class Members on equal footing as mine. I have been, and I am willing to continue to
19 pursue the Class Members' claims vigorously on our collective behalf if the Settlement is not
20 finally approved. As a result, I firmly believe that I do not have any interests adverse to the
21 interests of the Class Members. I have maintained the Class Members best interest from the
22 inception of the case.

23 9. As a Class Representative, I have spent numerous hours consulting with my
24 attorneys, providing documentation, consulting with other Class Members, responding to
25 questions by my attorneys, providing documents to my attorneys, working with my attorneys to
26 review documents received, helping my attorneys in preparing for the mediation and attending
27 the mediation via telephone. I was consulted about the status of the case and provided constant
28 feedback about the case from my attorneys including the mediation, settlement negotiations and
eventual settlement. I estimate I have spent approximately 44 hours working on this case.

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2 10. I understand from my counsel that there have been zero objections, two requests
3 for inclusion, and three requests for opt out by Class Members and as a result have embraced the
4 settlement.

5 11. From the beginning of this case, I have freely chosen to accept the risks of being
6 a Class Representative in this class action lawsuit. I chose to assume these risks and pursue the
7 claims on behalf of the Class Members as I wanted to vindicate their rights. I believe we have
8 achieved that result with the settlement and the individual payments to the Class Members. I
9 believe the settlement is fair reasonable and adequate based on the numerous defenses asserted
10 by Defendant. I believe the efforts and work I put forth helped to achieve the fair settlement
11 that will benefit the Class Members. As a result of my efforts, I also believe the Class
12 Representative Enhancement Payment is reasonable, and I respectfully request the Court
13 approve the amount of \$15,000.00 to each named Plaintiff (\$45,000.00 total).

14 I declare under penalty of perjury under the laws of the state of California that the
15 foregoing is true and correct. Executed on December 16, 2024, at Fort Worth, Texas.

16 DocuSigned by:
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18 DAYMIEN HARDY
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