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and other individuals similarly situated

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

DENISE DROESCH; KYONNA
HARRISON; and JANISHA LEE PRICE
as individuals and on behalf of other
aggrieved employees,

Plaintiffs,

vs.

WELLS FARGO BANK, N.A., a United
States Corporation, and DOES 1 – 10,
inclusive

Defendants.

CASE NO. 34-2021-00292066-CU-OE-GDS

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
PROVISIONAL CLASS CERTIFICATION**

[Filed and served concurrently with Notice
Memorandum of Points and Authorities;
Declarations of Attorneys Christina A. Humphrey;
Marcus J. Bradley; of Plaintiffs Denise Droesch;
Kyonna Harrison; Janisha Lee Price; and of
Settlement Administrator;]

Date: November 1, 2024

Time: 9:00 a.m.

Reservation #: A-292066-001

Dept.: 23

Judge: Jill H. Talley

Complaint filed: January 7, 2021

1 CHRISTINA HUMPHREY LAW, P.C.
2 Christina A. Humphrey (SBN 226326)
3 1117 State Street
4 Santa Barbara, CA 93101
5 Telephone: (805) 618-2934
6 Email: christina@chumphreylaw.com

7 Attorneys for Plaintiffs Denise Droesch,
8 Kyonna Harrison, Janisha Lee Price,
9 and other individuals similarly situated
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1 **[PROPOSED] ORDER**

2 The Court, having fully considered Plaintiffs' Unopposed Motion for Preliminary
3 Approval of Class Action and PAGA Settlement and Provisional Class Certification ("Motion")
4 and the declarations filed in support thereof, including the Stipulation of Settlement ("Settlement
5 Agreement" or "Settlement") attached as Exhibit A to the Declaration of Christina A. Humphrey,
6 Esq. ("*Humphrey Decl.*"), the Notice of Class Action Settlement thereto as Exhibit 1, and for
7 good cause appearing, the Court hereby orders as follows:

8 1. The Court GRANTS preliminary approval of the settlement as set forth in the
9 Settlement Agreement and finds the terms to be within the range of reasonableness of a
10 settlement that ultimately could be granted approval by the Court at the Final Approval Hearing.
11 For purposes of the settlement, the Court finds that the proposed Settlement Class is
12 ascertainable and that there is a sufficiently well-defined community of interest among the Class
13 Members in questions of law and fact. Therefore, for settlement purposes only, the Court grants
14 provisional certification of the following "Settlement Class" defined as follows:

15 "All non-exempt persons current and former California non-exempt hourly telephone
16 bankers employed by Defendant Wells Fargo who worked at any time during the Class
17 Period, which means the period from December 12, 2018 through _____ [the date
18 of the Preliminary Approval Order"].

19 2. This order hereby incorporates by reference the definitions of the Stipulation as
20 though fully set forth herein, and all the terms used herein have the same meaning as set forth in
21 the Stipulation.

22 3. For settlement purposes only, the Court appoints Christina Humphrey, Esq. of
23 Christina Humphrey Law, P.C., and Marcus J. Bradley of Bradley/Grombacher, LLP (herein
24 referred to as "Class Counsel") as Class Counsel.

25 4. For settlement purposes only, the Court designates Denise Droesch, Kyonna
26 Harrison, and Janisha Lee Price, as Class Representatives for the Settlement Class.
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1 5. The Court appoints Rust Consulting, Inc., as the Claims Administrator, who shall
2 charge no more than \$23,850 for all tasks required of the Claims Administrator as provided in the
3 Settlement. No later than fourteen (14) calendar days after the Response Deadline or at the request
4 of the Parties, whichever comes first, the Settlement Administrator will provide the Parties with
5 a declaration of due diligence setting forth its compliance with its obligations under the
6 Settlement. The declaration from the Settlement Administrator will be filed with the Court by
7 Class Counsel at the time the final approval motion is filed. Before the Final Approval Hearing,
8 the Settlement Administrator will supplement its declaration of due diligence if any material
9 changes occur from the date of the filing of its prior declaration.

10 6. The Court hereby approves, as to form and content, the Notice of Class Action
11 Settlement attached to this Order as Exhibit A.

12 7. The Court directs the mailing of the Court approved Notice Packet via first class
13 mail to the Class Members in accordance with the schedule and procedures set forth in the
14 Settlement. The Court finds that the dates and procedure selected and for the mailing of the
15 Notice meet the requirements of due process, provide the best notice practicable under the
16 circumstances, and constitute due and sufficient notice to all persons entitled to notice.

17 8. Defendants are ordered to provide to the Settlement Administrator the Class List
18 and Data Report as defined in the Stipulation per the schedule in the Stipulation.

19 9. Administrator's duties will include preparing, printing, and mailing the Class
20 Notice to all Class Members; and using reasonable measures to contact all Class Members,
21 including conducting a National Change of Address search on all Class Members before mailing
22 the Class Notice to each Class Member's address. The Settlement Administrator's duties will
23 also include re-mailing the Class Notice to the Class Member's new address for those Class
24 Members whose address had changed; providing the Parties with weekly status reports about the
25 delivery of Class Notice; receiving and accounting for requests for exclusion; calculating
26 Settlement Shares; issuing the checks to effectuate the payments due under the Settlement;
27 administering tax withholdings and payments; and otherwise administering the Settlement
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1 pursuant to the Agreement. The Settlement Administrator will have the final authority to resolve
2 all disputes concerning the calculation of a Class Member's Settlement Share, subject to the
3 terms set forth in this Agreement. The Settlement Administrator shall mail the Notice of Class
4 Action Settlement attached as Exhibit A per the deadline required in the Stipulation after receipt
5 of the Class List and Data Report from Defendant. Prior to mailing, the Claims Administrator
6 will perform a search based on the National Change of Address Database information to update
7 and correct for any known or identifiable address changes. If a new address is obtained by a way
8 of a returned Notice, then the Claims Administrator shall promptly forward the original Notice to
9 the updated address via first-class regular U.S. mail indicating on the original Notice the date of
10 such re-mailing.

11 10. Class Members may request exclusion from or "opt out" of the Settlement Class.
12 The Class Notice will provide that Class Members who wish to exclude themselves from the
13 Settlement must mail to the Settlement Administrator a written request for exclusion by the
14 Response Deadline (sixty (60) days after the Class Notice is mailed). The written request for
15 exclusion must: (a) state the Class Member's name, address, telephone number, and last four
16 numbers of their social security number or employee identification number; (b) state the Class
17 Member's intention to exclude themselves from or opt-out of the settlement (*e.g.*, "I want to
18 exclude myself from this settlement. I also understand that I retain all rights to sue the Defendant
19 for the claims asserted in this lawsuit."); (c) be addressed to the Settlement Administrator; (d) be
20 signed by the Class Member or his or her lawful representative; and (e) be postmarked no later
21 than the Response Deadline. If a fully completed and properly executed Request for Exclusion is
22 not received by the Settlement Administrator from a Class Member postmarked on or before the
23 Response Deadline, then that Class Member will be deemed to have forever waived his or her
24 right to opt out of the Settlement Class and will become Settlement Class Members. Those
25 portions of the Gross Settlement Amount for Settlement Class Members attributable to Class
26 Members who submit valid Requests for Exclusion shall become part of the Net Settlement
27 Amount, distributable to Settlement Class Members.

1 11. Class Members who do not request exclusion may object to the Settlement and
2 appear at the Settlement Hearing to show cause why the proposed Stipulation of Settlement
3 should be approved and to present any opposition to the application of Class Counsel for
4 attorneys' fees, costs and expenses.

5 12. The Court hereby preliminarily approves the proposed Settlement upon the terms,
6 conditions, and all release language set forth in the Joint Stipulation and Settlement of Class
7 Action and PAGA Settlement and Release of Claims attached as Exhibit 1 to the Declaration of
8 Christina A. Humphrey in Support of Plaintiff's Unopposed Motion for Preliminary Approval of
9 Class Action Settlement and Provisional Class Certification ("Humphrey Dec."). The Court
10 finds that the Settlement appears to be within the range of reasonableness necessary for
11 preliminary approval by the Court. It appears to the Court that the Settlement terms are fair,
12 adequate, and reasonable as to all potential Class Members when balanced against the probable
13 outcome of further litigation, given the risks relating to liability and damages. It further appears
14 that extensive and costly investigation and research has been conducted such that counsel for the
15 Parties at this time are reasonably able to evaluate their respective positions. It further appears
16 to the Court that the Settlement at this time will avoid substantial additional costs by all parties,
17 as well as the delay and risks that would be presented by the further prosecution of the Action. It
18 appears that the Settlement has been reached as a result of intensive, arms-length negotiations
19 utilizing an experienced third party neutral.

20 7. A Final Approval Hearing (the "Hearing") shall be held on _____,
21 2024, at _____ before the Honorable Jill H. Talley, Department 23, Sacramento County
22 Superior Court, 720 9th Street in Sacramento, California, 95814. The purpose of such Hearing
23 will be to: (a) determine whether the proposed Stipulation should be approved by the Court as
24 fair, reasonable and adequate; (b) determine the reasonableness of Class Counsels' request for
25 attorneys' fees and costs; (c) the reasonableness of the Service Awards requested for the Named
26 Plaintiff; and (d) Order entry of Judgement in the Action, which shall constitute a complete
27 release and bar with respect to the Released Claims described in the Settlement.
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2 8. All further proceedings in the Action shall be stayed except such proceedings
3 necessary to review, approve, and implement this Settlement.

4 9. In the event: (i) the Court does not finally approve the Settlement as contemplated
5 by the Settlement; (ii) the Court does not enter a Final Approval Order as contemplated by the
6 Settlement, which becomes final as a result of the occurrence of the Effective Date (as that term
7 is defined by in the Settlement); or (iii) the Settlement does not become final for any other
8 reason, the Settlement shall be null and void and any order or judgement entered by this Court in
9 furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the
10 Parties and any funds to be awarded under this Settlement shall be returned to their respective
11 statuses as if the date and time immediately prior or the execution of the Settlement, and the
12 Parties shall proceed in all respect as if the Settlement had not been executed.

13
14 **IT IS SO ORDERED.**

15
16 DATED: _____

The Hon. Jill H. Talley

EXHIBIT A

**NOTICE TO CLASS MEMBERS RE: PENDENCY OF A CLASS AND PAGA ACTION
AND NOTICE OF HEARING ON PROPOSED SETTLEMENT**

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

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

TO: All current and former California non-exempt hourly telephone bankers employed by Wells Fargo Bank, N.A. who worked at any time between December 12, 2018 and [date of preliminary approval order] ("Class Members").

The Superior Court for the State of California, County of Sacramento ("Court") has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice to Class Members re: Pendency of a Class and PAGA Action and Notice of Hearing on Proposed Settlement ("Notice") carefully. Most importantly, this Notice will advise you of how you can obtain your money under the Settlement or how you can decide to not take part in the Settlement and preserve your rights against Defendant Wells Fargo Bank, N.A. ("Defendant").

The Settlement resolves this Class Action in which Plaintiffs Denise Droesch, Kyonna Harrison, and Janisha Lee Price ("Plaintiffs") allege that Defendant violated California law by failing to pay Class and PAGA Group Members all overtime, minimum, and regular wages; failing to provide meal and rest periods; failing to provide compliant wage statements and to maintain payroll records; failing to timely pay wages due at termination; failing to provide accurate wage statements; claims for civil penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA"); and claims for unfair and unlawful business practices.

The Court has not made any ruling that Defendant violated the law, and Defendant disputes all claims made in the Class and PAGA Action. The purpose of this Notice is to inform you of the pending Settlement and your rights and options under the Settlement.

WHAT INFORMATION IS IN THIS NOTICE:

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1. *Why Have I Received This Notice?*

Defendant's records indicate that you may be a Class and/or PAGA Group Member. The Settlement will resolve all Class Members' Released Claims, as described below, from December 12, 2018 through [date of preliminary approval order] (the "Class Period") and all PAGA Group Members' claims for PAGA penalties, as described below, from November 3, 2019 through [date of preliminary approval order]. This Notice is meant to provide you with basic information about the case and to advise you of your options to participate in the Settlement, exclude yourself from the Settlement, or object to the Settlement.

A Preliminary Approval Hearing was held on [date of preliminary approval hearing], in the Superior Court for the State of California, County of Sacramento. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice. The Court will hold a Final Approval Hearing concerning the proposed settlement on [date of final approval hearing] at [time] in Department 23 before Judge Jill H. Talley, located at the Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814. Please check the settlement website at www.rustconsulting.com/cases/droesch-v-wellsfargo prior to the date of the final approval hearing for updates or changes to the final approval hearing date.

2. *What Is This Case About?*

Plaintiffs commenced this action on January 6, 2021, in the Superior Court for the State of California, County of Sacramento. Between them, Plaintiffs have filed three additional, separate lawsuits based on the same, or very similar, allegations. All four of these matters have now been consolidated for the purposes of settlement into a single matter entitled *Droesch, et al. v. Wells Fargo Bank, N.A.*, Case No. 34-2021-00292066-CU-OE-GDS, which is currently pending in the Superior Court for the State of California, County of Sacramento.

This Settlement resolves claims that Defendant violated California law by failing to pay Class and PAGA Group Members all overtime, minimum, and regular wages; failing to provide meal and rest periods; failing to provide compliant wage statements and to maintain payroll records; failing to timely pay wages due at termination; failing to provide accurate wage statements; claims for civil penalties pursuant to PAGA; and claims for unfair and unlawful business practices.

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.

3. *Am I A Class Member or a PAGA Group Member?*

You are a Class Member if you worked in California as a non-exempt hourly telephone banker employed by Wells Fargo Bank, N.A. at any time between December 12, 2018 and [date of preliminary approval order] (the "Class Period"). **Based upon Defendant's records, you are a Class Member and you may participate in this Settlement.**

You are a PAGA Group Member if you worked in California as a non-exempt hourly telephone banker employed by Wells Fargo Bank, N.A. at any time between November 3, 2019 and [date of preliminary approval order] (the "PAGA Period").

4. *Where Can I Get Additional Information About the Lawsuit and the Proposed Settlement?*

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. There are multiple ways to get more information about this lawsuit and the proposed Settlement:

1. Settlement Administrator

Class Members who have questions about this Notice, the Settlement, or related issues can contact the Settlement Administrator:

RUST CONSULTING, INC.,
Re: Droesch Class Action Settlement
920 2nd Ave S, Suite 400, Minneapolis, MN 55402
Telephone: (612) 359-2988

2. Settlement Administrator Website – www.rustconsulting.com/cases/droesch-v-wellsfargo

The Settlement Administrator has created a dedicated webpage for Class Members with information about this case, including a copy of the (i) Consolidated Amended Complaint, (ii) this Class Notice, (iii) the Court's Preliminary Approval Order, (iv) Class Counsel's Motion for Attorneys' Fees and Costs, and (v), and Notice of the Final Approval Hearing. If the Court grants Final Approval of the Settlement and enters a Final Judgment, the webpage will be updated to include copies of the Court's Order of Final Approval and a Notice to Class Members of Entry of Final Judgment, for sixty days after judgment.

3. Class Counsel

The Court has decided that Bradley/Grombacher, LLP, and Christina Humphrey Law, P.C., are qualified to represent you and all other Class and PAGA Group Members simultaneously. You may also direct any questions you have about this lawsuit or the proposed Settlement to Class Counsel:

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley
Kiley L. Grombacher
Corey S. Smith
31365 Oak Crest Dr., Suite 240
Westlake Village, CA 91361
Telephone: (805) 270-7100

CHRISTINA HUMPHREY

LAW, P.C.
Christina A. Humphrey
1117 State Street
Santa Barbara, CA 93101
Telephone: (805) 618-2934

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT PROCESS.

5. *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 for 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 lawsuit and may receive a payment from the Settlement. You will be bound to the release of the Released Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Claims as defined below.
- **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 Action. If the Court grants final approval of the Settlement, you will not receive a payment and you will not give up the right to sue Defendant and the Released Parties for the Released Claims as defined below. Do not opt out if you wish to receive benefits pursuant to this Settlement.

If you are a PAGA Group Member, you will be bound by the settlement of the PAGA claims even if you opt out of the settlement, and you will receive your Individual PAGA Payment (as discussed below).
- **OBJECT:** You may file a legal objection to the proposed Settlement. If you would like to object, you may not opt out of this case.

The procedures for opting out and objecting are set forth below in the following sections.

6. *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 last four numbers of your social security number or employee identification number; (b) state your intention to exclude yourself from or opt out of the Settlement (e.g., “I want to exclude myself from this settlement. I also understand that I retain all rights to sue Defendant for the claims asserted in the lawsuit.”); (c) be addressed to the Settlement Administrator at 920 2nd Ave S, Suite 400, Minneapolis, MN 55402; (d) be signed by you or your lawful representative; and (e) be postmarked no later than **[the Response Deadline]**.

The Judgment entered, following approval of the Settlement by the Court, will bind all Class Members who do not request exclusion from the Settlement.

If you are a PAGA Group Member, you will be bound by the settlement of the PAGA claims even if you opt out of the settlement and you will receive your Individual PAGA Payment (as discussed below).

7. *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 **[the Response Deadline]**. The objection must state: (a) your 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. The objection will not be valid if it objects only to the appropriateness of the Class Action or its merits.

Class Members who object may appear at the Final Approval Hearing, either in person or through the objector's own counsel. Please note there is no requirement to file a written objection in order to state an objection at the Final Approval Hearing. If you desire to appear remotely, you can join the Department's Zoom link or phone number at [insert info](#). If the Court rejects the objection, the Class Member will receive a payment if appropriate under the Settlement and will be bound by the terms of the Settlement.

8. *How Do I Change My Address?*

If you wish to change your address or make any corrections to your name or address, please contact the Settlement Administrator at (612) 359-2988 or 920 2nd Ave S, Suite 400, Minneapolis, MN 55402.

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

If the proposed settlement is approved by the Court, a 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 Judgment and will release Defendant and the Defendant Releasees¹ from the Released Claims. The Released Claims are as follows:

Released Class Claims: Class Members who do not opt out of the settlement will release all claims, including without limitations demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, whether known or unknown, against the Defendant Releasees, or any of them based on the facts alleged in the operative Complaints in each pending matter filed by Plaintiffs, that accrued at any point in time prior to and including the Effective Date for alleged or actual: (i) unpaid overtime; (ii) unpaid minimum wages; (iii) unpaid regular wages; (iv) unpaid meal period premiums and failure to provide meal periods; (v) unpaid rest period premiums and failure to provide rest periods; (vi) final wages not timely paid; (vii) wages not timely paid during employment; (viii) non-compliant wage statements; and (ix) violation of California Business and Professions Code § 17200 et seq., and, specifically, for alleged violations of Labor Code sections 201, 202, 203, 204 et seq., 210, 221, 222, 223, 226, 226.7, 246, 256, 510, 512, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B) and 12(A). Released Class Claims include (1) claims for damages, penalties or any other remedies under any statute or regulation or other provision of law, based on the facts alleged in the Complaint, including without limitation claims under California Labor Code sections 201, 201.3, 202, 203, 204 et seq., 210, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.4, 226.7, 246, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2810.5, California Business and Professions Code section 17200 et seq. based on the preceding sections, the applicable California

¹ "Defendant Releasees" means Defendant Wells Fargo Bank, N.A. and all of its employees, agents, and affiliates, including without limitation parents and subsidiaries, predecessors, successors, divisions, investors, joint ventures and assigns, any benefit plan maintained by any of them and the trustees, fiduciaries, and administrators of any such plan, and each and all of these entities' past or present directors, officers, employees, agents, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, and personal or legal representatives.

Industrial Welfare Commission Wage Order based on the facts alleged in the Complaints; (2) claims, based on the facts alleged in the Complaint, for injunctive relief, restitution, disgorgement, accounting, declaratory relief or other equitable relief; (3) any and all claims, based on the facts alleged in the Complaint, for interest, costs, or attorney fees, including without limitation claims under California Labor Code sections 218.5 & 1194 and California Code of Civil Procedure section 1021.5; (4) and, to the extent not covered above, any and all claims arising from the facts alleged in the Complaints in the Litigation.

The Released Claims include any Unknown Claims which Plaintiffs or any Settlement Class Member² does not know or suspect to exist in his or her favor at the time of the entry of the Judgment, and which, if known by him or her might have affected his or her settlement with and release of the Defendant Releasees or might have affected his or her decision not to opt out of or object to this settlement. With respect to any and all Released Claims, the Settling Parties agree that, upon the Effective Date, each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights and benefits of California Civil Code section 1542, which provides:

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.

Each Settlement Class Member may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future. The Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

For the sake of clarity, the Settling Parties agree that Unknown Settled Claims include only those claims that meet the definition of Released Claims and do not include claims that do not meet the definition of Released Claims. As such, for example, Unknown Settled Claims do not include claims for any relief for wrongful termination, unlawful harassment, Workers' Compensation, or other claims that do not arise from the facts alleged in the Complaint.

Released PAGA Claims: If you are a PAGA Group Member, you will be bound by the settlement of claims for PAGA penalties even if you opt out of the settlement. PAGA Group Members will release all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, against the Defendant Releasees, or any of them based on the facts alleged in the operative Complaint in the *Droesch* PAGA Action that accrued during the PAGA Period for alleged or actual civil penalties pursuant to PAGA for alleged violations of Labor Code sections 201, 201.3, 202, 203, 204 et seq., 210, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.4, 226.7, 246, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2810.5, the applicable California Industrial Welfare Commission Wage Order(s), and California Code of Regulations, Title 8, Sections 11040, Subdivision 5(A)-(B), and 11090.

10. What are the Terms of the Settlement and How Much Can I Expect to Receive?

² Settlement Class Members are Class Members who have not requested exclusion from the Settlement.

Under this Agreement, Defendant will pay \$385,000 (the “Gross Settlement Amount”).

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) payment to Plaintiffs Harrison, Price and Droesch in a total amount of up to \$15,000 for prosecution of the Class Action and the risks undertaken; (2) the Settlement Administration Costs to the Settlement Administrator in an amount not to exceed \$23,850; (3) payment to Class Counsel in an amount not to exceed \$134,750 (35% of the Gross Settlement Amount) for attorneys’ fees and an amount not to exceed \$120,000 for litigation expenses; and (4) the PAGA Settlement Amount in an amount of \$40,000. From the PAGA Settlement Amount, 75% (\$30,000) will be allocated to the California Labor and Workforce Development Agency, and 25% (\$10,000) will be allocated to the PAGA Group Members for their respective shares of PAGA penalties. All of these payments are subject to Court approval. Defendant’s portion of payroll taxes will be paid by Defendant separate and apart from the Gross Settlement Amount.

A. How Is My Settlement Payment Calculated?

For Settlement Class Members, after deducting the above-referenced amounts, the remaining NSA will be proportionately distributed amongst all Settlement Class Members. Each Settlement Class Member’s Individual Settlement Payment (i.e., the gross, total amount due to an individual Settlement Class Member) will be determined by multiplying the quotient of the Settlement Class Members’ Individual Workweeks (i.e., the total number of workweeks during which each Settlement Class Member worked during the Class Period) divided by the Class Workweeks (i.e., the total number of workweeks that all Settlement Class Members collectively worked during the Class Period) by the Net Settlement Amount. Therefore, the value of each Settlement Class Member’s Individual Settlement Payment ties directly to the number of weeks that the Settlement Class Member worked for Defendant during the Class Period.

For PAGA Group Members, the portion of the PAGA Settlement Amount allocated to PAGA Group Members will be distributed proportionately. Each PAGA Group Member’s Individual PAGA Payment (i.e., the gross, total amount due to an individual PAGA Group Member) will be determined by multiplying the quotient of the PAGA Group Members’ Individual Workweeks (i.e., the total number of workweeks during which each PAGA Group Member worked during the PAGA Period) during the PAGA Period divided by the total number of workweeks that the PAGA Group Members collectively worked during the PAGA Period (i.e., the total number of workweeks that all Settlement Class Members collectively worked during the Class Period), by 25% of the PAGA Settlement Amount. Therefore, the value of each PAGA Group Member’s Individual PAGA Payment ties directly to the number of weeks that the PAGA Group Member worked for Defendant during the PAGA Period.

Although your exact payment 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 payment is as follows:

- Individual Settlement Payment: \$ [REDACTED], minus taxes. This is based on the class data, which shows you were employed by Defendant in an eligible position for [REDACTED] weeks during the Class Period.
- Individual PAGA Payment: \$ [REDACTED]. This is based on the class data, which shows you were employed by Defendant in an eligible position for [REDACTED] weeks during the PAGA Period.

B. What Do I Do If The Number Of Weeks I Worked Is Wrong?

If you disagree with the number of weeks you worked in an eligible position during the Class Period or PAGA Period as stated in this Notice, you must notify the Settlement Administrator at 920 2nd Ave S, Suite 400, Minneapolis, MN 55402 and provide a statement of the number of total weeks you worked while employed with a Defendant in an eligible position during the Class Period or PAGA Period, supported by written documentation. You must postmark this information by **[Response Deadline]** and it must be received by the Settlement Administrator within three business days of the deadline.

The Settlement Administrator will investigate the challenge, request information from Defendant as necessary and make the final determination of whether any additional amount is owed to you. Defendant's records regarding the number of weeks you worked in an eligible position will be presumed to be correct and your challenge will be denied if you do not provide written proof of the number of weeks you worked.

C. How Will My Settlement Payment Be Taxed?

The settlement payment for Settlement Class Members will be apportioned as one-third ($\frac{1}{3}$) wages and two-thirds ($\frac{2}{3}$) as non-wages (penalties and interest). The settlement payment for PAGA Group Members will be apportioned 100% as non-wages (penalties). 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 on IRS W-2 forms. Each Settlement Class Member is solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by such Class or PAGA Group Member on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal. 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 on IRS 1099 forms.

Defendant's payroll tax obligations will be paid separately by Defendant.

D. What Will Happen To My Settlement Payment If I Do Not Cash My Check?

It is strongly recommended that upon receipt of your payment, 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 void date, the Settlement Administrator will tender the check to Legal Aid at Work.