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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

LAIJAYNA CASEY, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

CAINE & WEINER COMPANY INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 20STCV36086

Honorable Carolyn B. Kuhl
Department SSC-12

CLASS ACTION

**DECLARATION OF YASMIN HOSSEINI
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Laijayna
Casey); and [Proposed] Order filed
concurrently herewith]

Date: July 12, 2022
Time: 10:30 a.m.
Department: SSC-12

Complaint Filed: September 22, 2020
FAC Filed: April 27, 2022
Trial Date: None Set

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Laijayna Casey (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
9 cases involving toxic torts and products liability. In addition, he gained substantial experience on
10 cases involving insurance bad faith, premises liability, and medical negligence. While employed
11 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
12 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
13 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
14 PC, he has almost exclusively focused on the prosecution of consumer and employment class
15 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
16 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
17 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
18 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
19 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
20 counsel, he has successfully litigated cases involving the executive, administrative, and other
21 overtime exemptions to the State of California and federal overtime compensation requirements.
22 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
23 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
24 1,000 class action or representative action cases.

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
13 representative cases have resulted in settlements that have been granted court approval, including
14 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
15 class action or representative action cases which have resulted in settlement.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions and successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, intervention. She has successfully handled
26 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from the University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from Pepperdine University School of Law in 2017. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, including researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to joining Lawyers *for* Justice, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

4 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national property management company involving
6 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC430918.

9 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national retailer involving allegations of misclassification of
11 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
12 certification. On August 26, 2013, the court granted final approval of the class action settlement.
13 The Los Angeles County Superior Court Case Number is BC424012.

14 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action against a bank, involving allegations of
16 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
17 granted final approval of the class and PAGA representative action settlement. The Kern County
18 Superior Court Case Number is S-1500-CV-273194-LHB.

19 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national wholesale distributor of
21 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
22 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
23 representative action settlement. The Sacramento County Superior Court Case Number is 34-
24 2012-00136285.

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
28

1 September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles
2 County Superior Court Case Number is BC478769.

3 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a national retailer of household
5 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
6 final approval of the class and PAGA representative action settlement. The San Francisco County
7 Superior Court Case Number is CGC-13-532344.

8 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
10 residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's
11 motion for class certification. On October 20, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Los Angeles County Superior Court Case
13 Number is BC474784.

14 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of upscale
16 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
17 granted final approval of the class and PAGA representative action settlement. The Los Angeles
18 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
19 Coordination Proceeding Number is 4794.

20 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
22 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
23 settlement. The Los Angeles County Superior Court Case Number is BC488069.

24 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
26 involving allegations of misclassification of the "Department Manager" position. On August 12,
27 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On
28

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
7 hour class and PAGA representative action against a lumber and hardware company on behalf of
8 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
10 00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) Our firm represented the plaintiff in a PAGA representative action, against
25 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.
28

1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court entered an order granting final approval of the class
9 and PAGA representative action settlement. The Los Angeles County Superior Court Case
10 Number is BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
14 order granting final approval of the class and PAGA representative action settlement. The Los
15 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
16 Proceeding Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court entered an order granting final approval of the
20 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
15 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
16 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
17 Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law and finding, in part, that
28 employer arbitration agreements are unenforceable where they block a PAGA claim from

1 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
2 granted approval of the PAGA representative action settlement. The San Diego County Superior
3 Court Case Number is 34-2015-00175330.

4 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
5 wage-and-hour class and PAGA representative action against a medical equipment supplier on
6 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
7 for class certification and certified a class. The San Bernardino County Superior Court Case
8 Number is CIVDS1505744.

9 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
10 wage-and-hour class and PAGA representative action against a large national drug testing
11 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
12 plaintiff's motion for class certification and certified a class. The San Diego County Superior
13 Court Case Number is 37-2018-00019611-CU-OE-CTL.

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

20 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
21 wage-and-hour class and PAGA representative action against a plastic packaging company on
22 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
23 for class certification and certified a class. On November 8, 2021, the court granted approval of
24 the partial settlement of the action. The San Bernardino County Superior Court Case Number is
25 CIVDS1507361.

26 mm) LFJ, in association with co-counsel therein, represents the plaintiffs in a
27 wage-and-hour class action against manufacturer and supplier of power products and services on
28 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion

1 for class certification and certified a class. The San Diego County Superior Court Case Number is
2 37-2015-00025968-CU-OE-CTL.

3 nn) LFJ represents the plaintiff in a wage-and-hour class action against a
4 nutritional products manufacturer on behalf of non-exempt production line employees. On
5 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
6 certified a class. The Solano County Superior Court Case Number is FCS051001.

7 oo) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
8 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
9 the court granted the plaintiff's motion for class certification in part and certified a class. The San
10 Francisco Superior Court Case Number is CGC-16-550794.

11 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

12 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
13 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement")
14 entered into by and between Plaintiff, on the one hand, and Defendant Caine & Weiner
15 ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have
16 approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to
17 the [Proposed] Order Granting Preliminary Approval of Class Action Settlement as "**EXHIBIT**
18 **A**" and respectfully request that the Court approve it as well.

19 9. Based on information provided by Defendant, as of April 2022, the Class is
20 estimated to consist of approximately 509 individuals.

21 10. The effectiveness of Lawyers for Justice, PC ("Plaintiff's Counsel" or "Class
22 Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following
23 respects: (1) Class Members and the State of California recover over a reasonably short period of
24 time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed
25 result that compares favorably with other complex wage and hour class and/or representative
26 action settlements of similar type given the strengths and weaknesses of the case; and (3)
27 significant savings in attorneys' fees and/or costs that would have only increased significantly had
28 the case progressed through certification, trial, and/or appeals.

1 11. Plaintiff's Counsel has litigated the case for nearly two years, and was actively
2 preparing the matter for class certification and trial. The Parties have engaged in extensive
3 settlement negotiations and participated in a formal, full-day mediation conducted by Paul
4 Grossman, Esq., a well-respected mediator experienced in mediating complex labor and
5 employment matters. Prior to and during the mediation and settlement discussions, the Parties
6 exchanged extensive information and engaged in discussions regarding their evaluations of the
7 case and various aspects of the case, including but not limited to, the risks and delays of further
8 litigation, the risks to the Parties of proceeding with class certification and/or representative
9 adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative
10 actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed,
11 and the possibility of appeals, among other things. During all settlement discussions, the Parties
12 conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement
13 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their
14 ability to prevail on the merits and at certification, and Plaintiff and Plaintiff's Counsel believed
15 that they would be able to obtain class certification and prevail at trial. After conducting
16 investigations, informal discovery, and exchange of information, extensive settlement
17 negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter
18 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well
19 as the costs and risks to both sides that would attend further litigation. The Settlement is a fair,
20 reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Settlement Class
21 Members and Released PAGA Claims of Plaintiff and PAGA Members, against the Released
22 Parties.

23 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
24 scope of the claims, and Plaintiff's Counsel was preparing the action for class certification and
25 trial. Prior to engaging in mediation, Plaintiff conducted significant investigation and informal
26 discovery regarding the facts of the case, including and not limited to, the exchange, review, and
27 analysis of a large volume of documents and data obtained from Defendant, Plaintiff, and other
28 sources. The volume of data and documents that Plaintiff's Counsel reviewed and analyzed

1 included and was not limited to: Plaintiff's employment records, a detailed sampling of Class
2 Members' time and pay data, multiple iterations of Defendant's Employee Handbook, company
3 policy acknowledgements (Handbook Acknowledgement, At-Will Acknowledgement,
4 Discrimination, Harassment, Bullying and Retaliation Acknowledgement, Duty-Free Meal and
5 Rest Period Acknowledgement, Communications Acknowledgement, National Labor Relations
6 Act Acknowledgment, and Internet/Company Property Acknowledgment), internal memoranda,
7 job descriptions, Defendant's operations and employment practices, procedures, and policies
8 (including but not limited to, Employment-At-Will Statement, Policy Against Harassment,
9 Authorization for Background Checks, Employee Non-Disclosure Agreement, Software Code of
10 Ethics, Defendant's ID Badge Policy, Company Dress Code Reminder memoranda, California
11 Confidential Information Agreement, and Confidentiality and Invention Assignment Agreement),
12 among other information and documents. Plaintiff's Counsel interviewed Plaintiff and other Class
13 Members to gather facts and to identify potential witnesses. Counsel for the Parties also met and
14 conferred on numerous occasions, e.g., to discuss issues relating to the pleadings and the
15 production of documents and data. Plaintiff's Counsel also drafted pleadings and Plaintiff's
16 mediation brief, prepared for and attended court proceedings, mediation, and settlement
17 negotiations, among other tasks.

18 13. Counsel for the Parties have also invested time researching and investigating the
19 applicable law, which is constantly evolving as it relates to certification, representative PAGA
20 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
21 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
22 Based on Plaintiff's Counsel's analysis, the result achieved in this litigation is fair, adequate, and
23 reasonable.

24 14. The Settlement provides for a Total Settlement Amount of nine hundred thousand
25 dollars (\$900,000). The Net Settlement Amount is the Total Settlement Amount less the following
26 amounts subject to approval by the Court: Attorneys' Fees and Costs to Plaintiff's Counsel,
27 Enhancement Payment to Plaintiff, Settlement Administration Costs to Settlement Administrator,
28 and the PAGA Payment. Assuming that the amounts allocated under the Settlement toward these

1 payments are awarded by the Court, the Net Settlement Amount that will be available for
2 distribution to Settlement Class Members is currently estimated to be three hundred sixty-one
3 thousand five hundred dollars (\$361,500). Additionally, 25% of the PAGA Payment, which is
4 \$45,000 out of \$180,000, will be distributed to PAGA Members on a *pro rata* basis, based on
5 PAGA Workweeks during the PAGA Period. The Net Settlement Amount will be fully distributed
6 in accordance with the terms of the Settlement and there is no reversion to Defendant.

7 15. The Parties have agreed to retain Phoenix Class Action Administration Solutions
8 (“Phoenix” or “Settlement Administrator”) to handle the notice and settlement administration
9 process. The Parties respectfully request that the Court appoint Phoenix to handle these procedures
10 and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator
11 with a list of Class Members that Defendant will compile from its records, which will include each
12 Class Member’s full name, last-known mailing address, Social Security Number, start and end
13 dates worked for Defendant in the office as an hourly-paid or non-exempt employee in California
14 during the Class Period and PAGA Period, and other information as is necessary for the Settlement
15 Administrator to calculate Workweeks and PAGA Workweeks (collectively, “Class Data and
16 List”), and the Settlement Administrator will calculate each Class Member’s estimated share of
17 the Net Settlement Amount (“Individual Settlement Share”) and each PAGA Member’s estimated
18 share of the 25% portion of the PAGA Payment (“Individual PAGA Payment”). The Settlement
19 Administrator will also receive opt-outs, objections, and disputes regarding Workweeks and/or
20 PAGA Workweeks; provide necessary reports and declarations; calculate, subtract, and transmit
21 necessary taxes and withholdings; prepare and submit informational and other tax filings and
22 documents; issue and transmit all payments provided for by the Settlement, including and not
23 limited to, mailing payments to Class Members and PAGA Members; and perform any other usual
24 and customary duties for administering a class action settlement. Settlement Administration Costs
25 are currently estimated not to exceed ten thousand dollars (\$10,000) and will be paid out of the
26 Total Settlement Amount, subject to approval of the Court.

27 16. Based on investigation and information discovered, Plaintiff’s Counsel believes that
28 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations

1 that Defendant, with respect to Plaintiff, Class Members, and PAGA Members, *inter alia*, failed
2 to properly pay overtime and minimum wages, failed to provide compliant meal and rest periods
3 and to pay associated premium pay, failed to timely pay wages during employment and upon
4 termination of employment, failed to provide compliant wage statements, failed to maintain
5 requisite payroll records, and failed to reimburse necessary business expenses, and thereby
6 engaged in unfair business practices and conduct giving rise to civil penalties recoverable under
7 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff
8 also asserted that Class Members and PAGA Members were expected to perform similar job duties
9 and were subject to the same or similar operations and employment policies, practices, and
10 procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping practices with respect
11 to Plaintiff, Class Members, and PAGA Members were substantially the same during the time
12 period at issue. As a result of said alleged uniform practices, Plaintiff claims that Class Members
13 and PAGA Members were not paid all of the compensation that was owed to them by Defendant.
14 Thus, in Plaintiff's Counsel's view, it is clear that the outcome of this litigation would be
15 determined by Defendant's uniform operations and employment practices, policies, and
16 procedures that Plaintiff alleges applied across Defendant's hourly-paid or non-exempt employees
17 in California during the relevant time period.

18 17. Plaintiff's Counsel is aware of the defenses and position of Defendant, but believes
19 that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and
20 Plaintiff's Counsel have also taken into account the uncertainty and risk of the outcome of further
21 litigation, and the difficulties and delays inherent in such litigation, including those involved in
22 class certification and/or representative adjudication. Plaintiff and Plaintiff's Counsel further
23 recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuit,
24 Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery.
25 Plaintiff and Plaintiff's Counsel have also considered the Parties' settlement discussions, as well
26 as the evaluations of the mediator, who is experienced and well-regarded in complex labor and
27 employment matters.

28 18. Defendant, on the other hand, denied and continues to deny any liability and

wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's, Class Members', and PAGA Members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume of documents and data, including but not limited to a detailed sampling of Class Members' and PAGA Members' time and pay information, to determine the potential value and strength of the claims. The available information enabled Plaintiff's Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted adequate investigation to be sufficiently informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

19. The Settlement Agreement provides for Plaintiff's Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$315,000) and expenses and costs in an amount not to exceed two hundred sixty thousand dollars (\$260,000), which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to ten thousand dollars (\$7,500.00) to Plaintiff as an Enhancement Payment, to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Plaintiff's Counsel needed

1 Plaintiff, and actively tried to obtain information that would facilitate the pursuit of the class and
2 PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement
3 Payment, in addition to an Individual Settlement Payment and Individual PAGA Payment, for
4 services performed in the matter on behalf of the Class and State of California.

5 **ESTIMATE OF THE VALUE OF THE CLAIMS**

6 21. Plaintiff's action alleges that Defendant has violated the California Labor Code and
7 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
8 scheme of wage abuse against Plaintiff and the putative class members, including *inter alia*, failing
9 to properly compensate overtime and minimum wages, failing to provide compliant meal and rest
10 periods and associated premium pay, failing to timely pay wages during employment, failing to
11 timely pay wages upon termination and associated waiting-time penalties, failing to provide
12 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
13 necessary business expenses. Plaintiff further contend that Defendant's aforementioned conduct
14 constitutes unfair business practices (under the California Business and Professions Code ("UCL"))
15 and gives rise to civil penalties recoverable under PAGA.

16 22. Based on data provided by Defendant, the total number of putative class members
17 during the period from September 22, 2016, to January 1, 2022 ("relevant time period") was
18 estimated to be approximately five hundred and nine (509) individuals who worked a total of
19 approximately 31,178 workweeks with an average hourly rate of pay of \$13.74.

20 23. Plaintiff contended that Defendant required putative class members to perform work
21 before clocking-in and after clocking-out of their scheduled shifts and during meal and rest
22 periods. Plaintiff contended that Defendant discouraged the recordation of overtime hours and
23 required putative class members to perform work off-the-clock. Plaintiff also contended that meal
24 and rest periods were regularly missed, late, shortened, and/or interrupted, that putative class
25 members were required to remain on premises during rest breaks, readily available to perform
26 work, answer questions from both supervisors and coworkers, and assist clients, and that
27 Defendant failed to properly pay premiums for all non-compliant meal and rest periods.
28 Additionally, Plaintiff alleged that Defendant intentionally and willfully failed to pay Plaintiff and

1 putative class members all wages due to them while they were employed by Defendant, within the
2 time period permissible under California law, and that Defendant failed to pay all wages due upon
3 termination, within the time period permissible under California law, thereby triggering waiting-
4 time penalties under California Labor Code section 203. Plaintiff contended that, based on the
5 violations described herein, the wage statements provided by Defendant and the payroll records
6 kept by Defendant were inaccurate. Finally, Plaintiff contended that Defendant failed to reimburse
7 Plaintiff and the other putative class members for necessary business expenses, including, but not
8 limited to, the costs associated with complying with Defendant's dress code requirements and
9 purchasing office supplies.

10 24. Plaintiff's Counsel considered defense arguments, e.g., that the employer's
11 practices, policies, and procedures complied with the law, that Defendant paid putative class
12 members over the California minimum wage for all hours worked, that Defendant correctly paid
13 overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-
14 time penalties only arise from "willful" failure to pay wages due and owing at the time of
15 termination or resignation, that Plaintiff and putative class members suffered no actual injury from
16 the alleged wage statement violations and that this alleged violation and the alleged recordkeeping
17 violation are entirely derivative of the other causes of action, and that a policy and practice of
18 reimbursing employees for necessary business-related expenses exists. Plaintiff's Counsel also
19 considered the likelihood of Plaintiff's success in establishing that any of provisions of the
20 California Labor Code, on which the civil penalties under PAGA and the UCL claim are
21 predicated, were violated and that such violations were injurious and/or warranted imposition of
22 civil penalties. Plaintiff's Counsel also considered that trial courts have wide discretion when
23 assessing penalties under PAGA, and that it could be determined that individual liability issues
24 predominate (e.g. due to purported variation in shifts, locations, job duties, and other
25 circumstances which could raise individualized questions of fact) and could pose challenges to
26 certification, manageability, and the merits of Plaintiff's claims.

27 25. Plaintiff's Counsel considered information obtained through investigations and from
28 Plaintiff, as well as class data and information obtained from Defendant and other sources, and

1 created violation, damages, and penalties valuations and models prior to reaching the Settlement.
2 Based thereon, Plaintiff calculated the potential value of the claims. However, the potential value
3 of each claim assumed an exposure based on the case having been certified and Plaintiff having
4 proven all elements of the claims and entitlement to monetary recovery, despite risks associated
5 with obtaining and maintaining certification, demonstrating manageability, and establishing
6 liability and any underlying California Labor Code violations and damages, and significant
7 additional costs that would have to be incurred in order to certify the case and establish liability
8 and damages. Plaintiff also faced the risk of the Court finding that individualized issues
9 predominate, such that the action is not suitable for class treatment and representative adjudication.
10 While Plaintiff's Counsel disagreed with defense arguments and factual contentions, Plaintiff's
11 recognized the circumstances and realities of the case, applicable case law and regulations, the
12 costs and expenses of further litigation and certification, and risks to recovery, and applied
13 appropriate discounts for them. Plaintiff's Counsel calculated the potential and realistic values of
14 the claims as follows:

- 15 a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to
16 be \$1,285,157.16 (31,178 workweeks x 2 hours of unpaid overtime wages x
17 overtime hourly rate of \$20.61, which is based on the average hourly rate of \$13.74).
18 At this juncture, a discount of 40% was applied to account for the risks associated
19 with obtaining and maintaining class certification (bringing the value of this claim
20 closer to \$771,094.30), a discount of 50% was applied to account for the risks
21 associated with succeeding on the merits and establishing liability (bringing the
22 value of this claim closer to \$385,547.15), and a discount of 70% was applied to
23 account for the risks associated with proving the extent of damages and obtaining
24 an award thereof (bringing the value of this claim closer to \$115,664.15).
- 25 b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to
26 be \$428,385.72 (31,178 workweeks x 1 hour of unpaid minimum wages x average
27 hourly rate of \$13.74). At this juncture, a discount of 50% was applied to account
28 for the risks associated with obtaining and maintaining class certification (bringing

the value of this claim closer to \$214,192.86), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$85,677.14), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$17,135.43).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$856,771.44 (31,178 workweeks x 2 meal period premium x average hourly rate of \$13.74). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$514,062.86), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$257,031.43), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$51,406.29).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$1,285,157.16 (31,178 workweeks x 3 rest period premium x average hourly rate of \$13.74). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$771,094.30), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$462,656.58), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$92,531.32).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):

Based on information and data provided by Defendant, it was estimated that approximately two hundred ninety-seven (297) putative class members had been terminated during the three-year statute of limitations (i.e., from September 22, 2017). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$979,387.20 collectively (297 individuals x [30 days x hourly rate of \$13.74 x 8 hours]), or approximately \$3,297.60 per individual. At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$391,754.88), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$156,701.95), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$31,340.39).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$518,950.00 ([255 initial violations x \$50 statutory penalty] + [5,062 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$207,580.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$83,032.00), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$16,606.40).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

- i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$187,068.00 (31,178 workweeks x \$6 unreimbursed business expenses). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$93,534.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$37,413.60), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$7,482.72).
- j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$497,250.00 (255 aggrieved employees estimated to have worked during one-year statutory period x \$1,950.00 civil penalties). At this juncture, a discount of 30% was applied to account for the risks associated with demonstrating manageability (bringing the value of this claim closer to \$348,075.00), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$174,037.50), and a discount of 60% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$69,615.00).

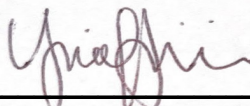
26. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is

1 clear-cut, which is why the Parties elected to settle this matter. Plaintiff's Counsel also recognized
2 that additional discounts could be made to the risk-adjusted value to account for the costs and
3 expenses associated with further litigation and the present value of obtaining a settlement now as
4 opposed to monetary recovery, if any, that may be obtained in the future after further litigation.
5 Plaintiff's Counsel recognized the circumstances and realities of the case, applicable case law and
6 regulations, and risks to recovery and applied appropriate discounts.

7 27. Plaintiff's Counsel submits that the Settlement is fair, reasonable, and adequate, and
8 is in the best interests of Plaintiff, the Class, and the State of California. Plaintiff's Counsel further
9 submits that the Settlement is within an acceptable range of recovery for this type of litigation
10 given the strengths and weaknesses of the case, the inherent costs and risks of further litigation,
11 and the costs and risks associated with class certification, representative adjudication, trial, and/or
12 appeals.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct.

15 Executed on this 31st day of May 2022, at Glendale, California.

16 

17 _____
Yasmin Hosseini

EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Laijayna Casey (“Plaintiff” or “Class Representative”), on behalf of all others similarly situated and aggrieved employees, and Defendant Caine & Weiner Company, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined below), PAGA Members (as defined below), the State of California (as set forth herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On September 18, 2020, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency and Defendant, of the specific provisions of the California Labor Code that were violated and of her intent to pursue civil penalties against Defendant ("LWDA Notice"). On September 22, 2020, Plaintiff filed the Class Action Complaint for Damages against Defendant in the Superior Court of California for the County of Los Angeles, Case No. 20STCV36086 ("Action"), alleging ten (10) causes of action for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay timely wages during employment, failure to timely pay final wages and associated waiting time penalties, failure to keep compliant payroll records, failure to keep compliant wage statements, failure to reimburse business expenses, and violations of California Business and Professions Code §§ 17200, *et seq.*, on behalf of herself and putative class members. On November 23, 2020, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* against Defendant in the Superior Court of California for the County of Los Angeles, Case No. 20VECV01380 ("*Casey* PAGA Action"), alleging a single cause of action for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code Section 2698, *et seq.* ("PAGA"), on behalf of the State of California in connection with herself and aggrieved employees. On April 27, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the Action, adding her PAGA cause of

1 action to the Action. The Action is now pending in the Superior Court for the County of Los Angeles
2 ("Court").

3 2. Defendant denies all material allegations set forth in the Action, and has asserted
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
5 Defendant desires to fully and finally settle the Action, Released Class Claims, and Released PAGA
6 Claims.

7 3. Class Counsel in the Action diligently investigated the class and PAGA claims against
8 Defendant, including any and all applicable defenses and the applicable law. The investigation included,
9 *inter alia*, the exchange of information, data, and documents, and review of numerous corporate policies
10 and practices.

11 4. On October 27, 2021, the Parties participated in mediation with Paul Grossman, Esq. (the
12 "Mediator"), a respected mediator of complex wage and hour actions. With the assistance of the
13 Mediator and his evaluations, the Parties ultimately reached the settlement that is memorialized herein.
14 The settlement discussions were conducted at arm's-length, and the settlement is the result of an
15 informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs
16 and risks associated with continued litigation of the Action. Based on the documents produced, as well
17 as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the
18 settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement
19 is fair, reasonable, and adequate and is in the best interest of the Class Members and State of California
20 in light of all known facts and circumstances, including the risk of significant delay and uncertainty
21 associated with litigation and various defenses asserted by Defendant.

22 5. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
23 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
24 regarding liability or wrongdoing by either Plaintiff or Defendant. If for any reason the Settlement
25 Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their
26 original respective positions.

27 DEFINITIONS

28 6. The following definitions are applicable to this Settlement Agreement. Definitions

1 contained elsewhere in this Settlement Agreement will also be effective;

2 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for
3 Class Counsel's litigation and resolution of the Action, and all actual costs incurred and to be incurred
4 by Class Counsel in connection with litigation and resolution of the Action, as set forth in Paragraph 10
5 below.

6 b. "Class Counsel" or "Plaintiff's Counsel" means Edwin Aiwazian, Arby
7 Aiwazian, Joanna Ghosh, and Yasmin Hosseini of Lawyers *for* Justice, PC, who will seek to be
8 appointed counsel for the Class.

9 c. "Class Data and List" means a complete list of all Class Members that Defendant
10 will diligently and in good faith compile from its records and provide to the Settlement Administrator
11 within thirty (30) calendar days after Preliminary Approval. The Class Data and List will be formatted
12 in a readable Microsoft Office Excel spreadsheet and will include each Class Member's full name, last
13 known mailing address, Social Security Number, start and end dates worked for Defendant in the office
14 as an hourly-paid or non-exempt employee in California during the Class Period and PAGA Period, and
15 such other information as is necessary for the Settlement Administrator to calculate Workweeks and
16 PAGA Workweeks (as defined below).

17 d. "Class Member(s)" or "Class" mean all current and former hourly-paid or non-
18 exempt employees employed by Defendant who worked in the office in California at any time from
19 September 22, 2016 through January 1, 2022.

20 e. "Class Notice" means the Notice of Class Action Settlement, substantially in the
21 form attached as "Exhibit A."

22 f. "Class Period" means the time period from September 22, 2016 through January
23 1, 2022.

24 g. "Class Representative" or "Plaintiff" means Laijayna Casey.

25 h. "Class Settlement" means the settlement and resolution of the Released Class
26 Claims.

27 i. "Court" means the Superior Court of the State of California for the County of Los
28 Angeles.

1 j. “Defendant” means Caine & Weiner Company, Inc.

2 k. “Defendant’s Counsel” means Jonathan Fraser Light, Brier Miron Setlur, and
3 Chandra A. Beaton of LightGabler.

4 l. “Effective Date” means the date when all of the following events have occurred:
5 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel;
6 (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to
7 the Class Members, providing them with an opportunity to object to the terms of the Settlement or opt
8 out of the Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval
9 Order and Judgment; (5) sixty-five (65) calendar days have passed since the Court has entered a Final
10 Approval Order and Judgment; and (6) in the event there are written objections filed prior to the Final
11 Approval Hearing which are not later withdrawn or denied, the later of the following events: five (5)
12 business days after the period for filing any appeal, writ, or other appellate proceeding opposing the
13 Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate
14 proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court’s
15 Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other
16 appellate proceedings opposing the Settlement has finally and conclusively been dismissed with no right
17 to pursue further remedies or relief.

18 m. “Enhancement Payment” means the amount to be paid to Plaintiff Laijayna Casey
19 in recognition of her effort and work in prosecuting the Action, as set forth in Paragraph 11 below.

20 n. “Final Approval” means the determination by the Court that the Settlement is fair,
21 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

22 o. “Final Approval Hearing” means the hearing at which the Court will consider and
23 determine whether the Settlement should be granted Final Approval.

24 p. “Individual PAGA Payment” means the amount payable to each PAGA Member
25 from the 25% portion of the PAGA Payment that is allocated to PAGA Members, as provided in
26 Paragraph 15.

27 q. “Individual Settlement Payment” means the net payment of each Settlement Class
28 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and

1 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
2 Paragraph 14 below.

3 r. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
4 Amount that a Class Member may be eligible to receive under the Settlement, to be calculated in
5 accordance with Paragraph 14.

6 s. "LWDA Payment" means the amount that the Parties have agreed to pay to the
7 California Labor and Workforce Development Agency ("LWDA") as set forth in Paragraph 13.

8 t. "Net Settlement Amount" means the portion of the Total Settlement Amount that
9 is available for distribution to Settlement Class Members, which is the Total Settlement Amount less
10 the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Payment, and
11 Attorneys' Fees and Costs.

12 u. "Notice of Objection" means a Class Member's valid and timely written
13 objection to the Settlement. A Notice of Objection must: (a) state the case name and number of the
14 Action; (b) state the objecting Class Member's full name, address, telephone number, and the last four
15 digits of his or her Social Security number, (c) state all grounds for the objection accompanied by any
16 legal or factual support for such objection, (d) state the full name, address, and telephone number of any
17 legal representative representing the Class Member with respect to the objection; (e) contain copies of
18 any papers, briefs, or other documents upon which the objection is based; (f) be signed by the Class
19 Member; and (g) be returned by mail to the Settlement Administrator at the specified address,
20 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
21 envelope on the submission will be the exclusive means to determine whether a Notice of Objection has
22 been timely submitted. Only a Class Member who does not request exclusion from the Settlement may
23 object to the Settlement.

24 v. "Operative Complaint" means the First Amended Class Action Complaint for
25 Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et
26 Seq. filed on April 27, 2022.

27 w. "PAGA Member" means all current and former hourly-paid or non-exempt
28 employees employed by Defendant who worked in the office in California at any time from September

1 18, 2019 through January 1, 2022.

2 x. "PAGA Payment" means the amount of one hundred and eighty thousand dollars
3 (\$180,000.00) from the Total Settlement Amount that will be allocated towards penalties under the
4 Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, of which seventy-five
5 percent (75%), or \$135,000.00, will be paid to the Labor and Workforce Development Agency (i.e., the
6 LWDA Payment) and twenty-five percent (25%) or, \$45,000.00, will be distributed to PAGA Members
7 on a *pro rata* basis, based on PAGA Workweeks during the PAGA Period (i.e., Individual PAGA
8 Payment).

9 y. "PAGA Period" means the time period from September 18, 2019 through January
10 1, 2022.

11 z. "PAGA Settlement" means the settlement and resolution of the Released PAGA
12 Claims.

13 aa. "PAGA Workweeks" means the number of weeks each PAGA Member worked
14 for Defendant in the office as an hourly-paid or non-exempt employee in California during the PAGA
15 Period, which will be calculated by the Settlement Administrator by determining the number of days
16 between the start and end dates of employment as an hourly-paid or non-exempt employee in the office
17 in California during the PAGA Period, and dividing by seven (7) to yield the number of Workweeks.

18 bb. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either
19 one of the Plaintiff or Defendant, individually.

20 cc. "Preliminary Approval" means entry of the Court order granting preliminary
21 approval of the Settlement.

22 dd. "Released Class Claims" means any and all claims asserted or that could have
23 been asserted based on the facts alleged in the Operative Complaint, arising during the Class Period,
24 including Defendant's alleged violation of the California Labor Code sections 201, 202, 203, 204, 226(a),
25 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, Industrial Welfare
26 Commission Wage Orders 4-2001, and California Business and Professions Code section 17200, *et seq.*
27 for failure to pay minimum and overtime wages, provide meal and rest periods and associated premium
28 payments, timely pay wages during employment, timely pay wages upon termination and associated

1 waiting time penalties, provide compliant wage statements, maintain complete and accurate payroll
2 records, and reimburse necessary business-related expenses.

3 ee. "Released PAGA Claims" means claims for civil penalties under the Private
4 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* arising during the PAGA
5 Period for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
6 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage
7 Order 4-2001 that were asserted or that could have been asserted based on the facts alleged in the LWDA
8 Notice.

9 ff. "Released Parties" means Defendant and all of their present and former parent
10 companies, partners, subsidiaries, divisions, shareholders, officers, directors, employees, agents,
11 attorneys, insurers, affiliated companies, successors, and assigns.

12 gg. "Request for Exclusion" means a timely letter submitted by a Class Member
13 indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a)
14 state the case name and number of the Action, (b) be signed by the Class Member, (c) state the full
15 name, address, telephone number, and the last four digits of the Social Security Number of the Class
16 Member requesting exclusion, (d) state that the Class Member does not wish to be included in the Class
17 Settlement, and (e) be returned by mail to the Settlement Administrator at the specified address.
18 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
19 envelope on the submission will be the exclusive means to determine whether a Request for Exclusion
20 has been timely submitted. A Class Member who does not request exclusion from the Class Settlement
21 will be deemed a Settlement Class Member and will be bound by all terms of the Settlement, if the
22 Settlement is granted Final Approval by the Court. PAGA Members shall be bound to the PAGA
23 Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

24 hh. "Response Deadline" means the deadline by which Class Members must submit
25 a Request for Exclusion, objection, and/or dispute of the Workweeks and/or PAGA Workweeks credited
26 to them, which shall be the date that is sixty (60) calendar days from the initial mailing of the Class
27 Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in
28 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is

1 open. The Response Deadline may also be extended by express agreement between Class Counsel and
2 Defendant's Counsel. Under no circumstances, however, will the Settlement Administrator have the
3 authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class
4 Member and/or PAGA Member, the Response Deadline for that Class Member and/or PAGA Member
5 shall be the extended by fifteen (15) calendar days.

6 ii. "Settlement Administrator" means Phoenix Class Action Administration
7 Solutions, a third-party class action settlement administrator agreed to by the Parties and approved by
8 the Court for purposes of administering the Settlement. The Parties and their counsel each represent
9 that they do not have any financial interest in the Settlement Administrator or otherwise have a
10 relationship with the Settlement Administrator that could create a conflict of interest.

11 jj. "Settlement Administration Costs" means the costs payable to the Settlement
12 Administrator from the Total Settlement Amount, subject to Court approval, for administration of the
13 Settlement, as set forth in Paragraph 12 below.

14 kk. "Settlement Class Member(s)" means Class Members who do not submit a
15 complete and timely Request for Exclusion.

16 ll. "Total Settlement Amount" means the amount of Nine Hundred Thousand Dollars
17 (\$900,000) to be paid by Defendant in full resolution of all Released Class Claims, Released PAGA
18 Claims, and the Action, which includes all Attorneys' Fees and Costs, Enhancement Payment, PAGA
19 Payment, Net Settlement Amount, and Settlement Administration Costs. Defendant's employer share
20 of taxes and contributions on the wages portion of Individual Settlement Shares will be paid separately
21 and in addition to the Total Settlement Amount.

22 mm. "Workweeks" means the number of weeks each Class Member worked for
23 Defendant as an hourly-paid or non-exempt employee in the office in California during the Class Period,
24 which will be calculated by the Settlement Administrator by determining the number of days between
25 the start and end dates of employment as an hourly-paid or non-exempt employee in the office in
26 California during the Class Period, and dividing by seven (7) to yield the number of Workweeks.

27 CLASS CERTIFICATION

28 7. For the purposes of this Settlement only, the Parties stipulate to the certification of the

1 Class.

2 8. The Parties agree that certification of the Class for the purpose of the Settlement is not
3 an admission that certification is proper for any other purpose. Should, for whatever reason, the Court
4 not grant Final Approval, the Parties' stipulation to certification of the Class as part of the Settlement
5 shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in
6 connection with, the issue of whether or not certification would be appropriate in the Action in a non-
7 settlement context.

8 **TERMS OF AGREEMENT**

9 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
10 forth herein, the Parties agree, subject to the Court's approval, as follows:

11 9. Funding of the Total Settlement Amount. Within fifteen (15) calendar days after the
12 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts
13 to be paid by Defendant pursuant to the terms of the Settlement. Within thirty (30) calendar days of the
14 Effective Date, Defendant will make a one-time deposit of the Total Settlement Amount into a settlement
15 account to be established by the Settlement Administrator. The Settlement Administrator shall be
16 authorized to establish a Qualified Settlement Fund ("QSF") pursuant to IRS rules and regulations in
17 which the Total Settlement Amount will be placed and from which payments required by the Settlement
18 Agreement will be made. Within seven (7) calendar days of the funding of Total Settlement Amount, the
19 Settlement Administrator will issue payments due under the Settlement and approved by the Court, as
20 follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA
21 Payments to PAGA Members; (c) LWDA Payment to the Labor and Workforce Development Agency;
22 (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f)
23 Settlement Administration Costs to the Settlement Administrator.

24 10. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
25 attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount and reimbursement of
26 actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an
27 amount not to exceed Twenty-Six Thousand Dollars (\$26,000.00), both of which will be paid from the
28 Total Settlement Amount subject to Court approval. These amounts will cover any and all work

1 performed and any and all costs incurred by Class Counsel in connection with the litigation of the
2 Action, including without limitation all work performed and costs incurred to date, and all work to be
3 performed and all costs to be incurred in connection with obtaining the Court's approval of the
4 Settlement, as well as any objections raised and any appeals necessitated by those objections. Class
5 Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax
6 purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and
7 Costs to Class Counsel, the Settlement Administrator may purchase annuities to utilize United States
8 Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses
9 for the purchase of an annuity by the Settlement Administrator shall be paid separately by Class Counsel
10 and shall not be included within the Settlement Administration Costs. Any portion of the Attorneys'
11 Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount to be
12 distributed to Settlement Class Members.

13 11. Enhancement Payment. In recognition of her efforts and work in prosecuting the Action,
14 Defendant agrees not to oppose or impede any application or motion for an Enhancement Payment in
15 an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff. The Enhancement
16 Payment, which will be paid to Plaintiff from the Total Settlement Amount, subject to Court approval,
17 will be in addition to her Individual Settlement Payment and Individual PAGA Payment that are to be
18 paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff
19 for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly
20 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
21 Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes,
22 penalties, or interest thereon arising as a result of the Enhancement Payment. Should the Court approve
23 the Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference
24 between the lesser amount approved by the Court and the amount allocated toward the Enhancement
25 Payment will be part of the Net Settlement Amount, to be distributed to Settlement Class Members.

26 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
28 which is currently estimated not to exceed Ten Thousand Dollars (\$10,000). These costs, which will be

1 paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, printing,
2 distributing, and tracking Class Notices and other documents for the Settlement, calculating and
3 distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and undertaking all
4 required tax reporting, filings, withholdings, and remittances, providing necessary reports and
5 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
6 requested by the Parties. To the extent actual Settlement Administration Costs are greater than the
7 estimated amount stated herein, such excess amount will be disclosed to the Court and deducted from the
8 Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated,
9 and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the
10 Settlement Administrator to undertake the required settlement administration duties will become part of
11 the Net Settlement Amount to be distributed to Settlement Class Members.

12 13. PAGA Payment. Subject to approval by the Court, the Parties agree that the amount of
13 One Hundred and Eighty Thousand Dollars (\$180,000) from the Total Settlement Amount will be
14 allocated toward penalties under the Private Attorneys General, California Labor Code Section 2698, *et*
15 *seq.* ("PAGA Payment"), of which seventy-five percent (75%), or \$135,000, will be paid to the Labor
16 and Workforce Development Agency (i.e., the LWDA Payment) and twenty-five percent (25%) or,
17 \$45,000, will be distributed to PAGA Members on a *pro rata* basis, based on PAGA Workweeks during
18 the PAGA Period (i.e., Individual PAGA Payment).

19 14. Individual Settlement Share Calculations. Individual Settlement Shares will be
20 calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks.
21 as follows:

22 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
23 divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated
24 Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated
25 Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible
26 to receive under the Class Settlement.

27 b. After Final Approval of the Settlement, the Settlement Administrator will divide
28 the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final

1 Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final
2 Workweek Value to yield his or her Individual Settlement Share.

3 15. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
4 and apportioned from the PAGA Payment based on the PAGA Members’ PAGA Workweeks, as
5 follows: The Settlement Administrator will divide the 25% portion of the PAGA Payment attributed to
6 PAGA Members, i.e., \$45,000.00, by the PAGA Workweeks worked by all PAGA Members during the
7 PAGA Period (“Total PAGA Workweeks”) resulting in the PAGA Workweek Value and then multiplying
8 the PAGA Workweek Value by the number of PAGA Workweeks worked by each individual PAGA
9 Member during the PAGA Period.

10 16. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
11 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
12 are issued to the payee. It is expressly understood and agreed that payments made under the Settlement
13 shall not in any way entitle Plaintiff or any Settlement Class Member or PAGA Member to additional
14 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest
15 or other compensation or benefit plan or agreement in place during the Class Period or PAGA Period,
16 nor will it entitle them to any increased retirement, 401K benefits or matching benefits, or deferred
17 compensation benefits (notwithstanding any contrary language or agreement in any benefit or
18 compensation plan document that might have been in effect during the Class Period or PAGA Period).

19 17. Delivery of the Class Data and List. Within thirty (30) calendar days of Preliminary
20 Approval, Defendant will provide the Class Data and List to the Settlement Administrator. The
21 Settlement Administrator shall not be permitted to share any information included in the Class Data and
22 List with Plaintiff or Class Counsel, except for the total number of individuals included on the Class Data
23 and List, absent express approval by Defendant or Defendant’s Counsel.

24 18. Notice by First-Class U.S. Mail.

25 a. Within fourteen (14) calendar days after receiving the Class Data and List from
26 Defendant, the Settlement Administrator will perform a search based on the National Change of Address
27 Database or any other similar services available, such as provided by Experian, for information to update
28 and correct for any known or identifiable address changes, and will mail a Class Notice in English (in

1 the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members and PAGA Members
2 via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
3 Administrator.

4 b. With respect to Class Notices that are returned as undeliverable and received by
5 the Settlement Administrator on or before the Response Deadline, the Settlement Administrator will
6 search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar
7 days.

8 19. Dispute Regarding Workweeks and/or PAGA Workweeks. Class Members and PAGA
9 Members will have an opportunity to dispute the number of Workweeks and/or PAGA Workweeks to
10 which they have been credited, as reflected in their respective Class Notices. In order to dispute
11 Workweeks and/or PAGA Workweeks, Class Members and PAGA Members must submit a written
12 letter to the Settlement Administrator that: (a) states the case name and number of the Action, (b) is
13 signed by the Class Member and/or PAGA Member, (c) states the full name, address, telephone number,
14 and the last four digits of the Social Security Number of the disputing Class Member and/or PAGA
15 Member, (d) states that the Class Member and/or PAGA Member disputes the number of Workweeks
16 and/or PAGA Workweeks credited to him or her and what he or she contends is the correct number that
17 should be credited to him or her, (e) includes information and/or attaches documentation demonstrating
18 that the number of Workweeks and/or PAGA Workweeks that he or she contends should be credited to
19 him or her is correct, and (f) is returned by mail to the Settlement Administrator at the specified address,
20 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
21 envelope on the submission will be the exclusive means to determine whether a dispute has been timely
22 submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to
23 the number of Workweeks and/or PAGA Workweeks to be credited to a disputing Class Member and/or
24 PAGA Member, Defendant's records will be presumed correct and determinative of the dispute.
25 However, if a Class Member and/or PAGA Member produces information and/or documents to the
26 contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member
27 and/or PAGA Member and the Settlement Administrator will resolve and determine the number of
28 eligible Workweeks and/or PAGA Workweeks that the disputing Class Member and/or PAGA Member

1 should be credited with under the Settlement. The Settlement Administrator shall notify Class Counsel
2 and Defendant's Counsel of the fact that a Class Member and/or PAGA Member has made a dispute
3 and advise them of the outcome.

4 20. Settlement Checks. The Settlement Administrator will be responsible for undertaking
5 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
6 of check to the Settlement Class Members and Individual PAGA Payments by way of check to PAGA
7 Members in accordance with this Settlement Agreement. Where feasible, the Settlement Administrator
8 may combine Individual Settlement Payments and Individual PAGA Payments into the same check.
9 Each Individual Settlement Payment check and Individual PAGA Payment check will be valid and
10 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
11 thereafter, shall be cancelled. After the 180-day check-cashing deadline, the Parties shall file a
12 stipulation to amend the Final Approval Order and Judgment that sets forth the total amount paid to
13 Settlement Class Members and PAGA Members and the amount of unpaid residue, plus any interest on
14 such funds, to be paid to the *cypres* recipient. All funds associated with such cancelled checks will be
15 distributed by the Settlement Administrator, in accordance with California Code of Civil Procedure
16 section 384, to Legal Aid at Work, after the Court enters an order approving the Parties' stipulation to
17 amend the Final Approval Order and Judgment. Legal Aid at Work is a non-profit legal services
18 organization that assists low-income working families through its projects including and not limited to
19 its Workers' Rights Clinics. The Parties and their counsel each represent that they do not have a financial
20 interest in or otherwise have a relationship with Legal Aid at Work that creates or could create a conflict
21 of interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and
22 reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the
23 cancellation of any Individual Settlement Payment checks and/or Individual PAGA Payment checks.
24 Settlement Class Members whose Individual Settlement Payment checks and/or Individual PAGA
25 Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

26 21. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
27 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the
28 Settlement Administrator, by mail, within the Response Deadline. The Request for Exclusion must be

1 signed by the Settlement Class Member and contain all information required by this Settlement
2 Agreement. The date of the postmark on the return mailing envelope will be the exclusive means to
3 determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator
4 will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were
5 timely submitted, and also identify the individuals who have submitted a timely and valid Request for
6 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
7 Any Class Member who submits a Request for Exclusion is prohibited from making any objection to
8 the Settlement Agreement. Any Class Member who validly requests to be excluded from the Class
9 Settlement will not be a Settlement Class Member and will not have any right to object, appeal, or
10 comment on the Class Settlement; however, if the Class Member worked during the PAGA Period, he
11 or she will be a PAGA Member, will still receive an Individual PAGA Payment, and will be bound by
12 the PAGA Settlement, regardless of whether he or she has submitted a timely and valid Request for
13 Exclusion.

14 22. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
15 Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely
16 and valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including
17 and not limited to those pertaining to the release of Released Class Claims, as well as the Final Approval
18 Order and Judgment that may be entered by the Court if it grants Final Approval to the Settlement.

19 23. Procedures for Objecting to the Class Settlement. To object to the Class Settlement,
20 Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may
21 either present their objection orally at the Final Approval Hearing or submit a timely and complete
22 Notice of Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The
23 Notice of Objection must be signed by the Settlement Class Member and contain all information
24 required by this Settlement Agreement. The postmark date will be deemed the exclusive means for
25 determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel
26 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
27 appeal from the Final Approval Order and Judgment. Settlement Class Members who submit a Notice
28 of Objection may also present their objection at the Final Approval Hearing.

1 24. Reports by the Settlement Administrator Regarding Settlement Administration. The
2 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
3 certifies: (a) the number of Class Members and/or PAGA Members who have submitted a dispute of
4 Workweeks and/or PAGA Workweeks; (b) the number of Class Members who have submitted timely
5 and valid Requests for Exclusion or timely and complete Notices of Objection from the Class
6 Settlement; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the
7 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
8 administration of the Settlement as needed or requested, and immediately notify Class Counsel and
9 Defendant's Counsel when it receives a request from an individual or any other entity requesting to be
10 included in the Class and/or PAGA Settlement.

11 25. Certification of Completion. Upon completion of administration of the Settlement, the
12 Settlement Administrator will provide a written declaration under oath to certify such completion to the
13 Court and counsel for all Parties.

14 26. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be
15 allocated as follows: one-third (1/3) wages and two-thirds (2/3) non-wage damages, penalties, and
16 interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated
17 to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The
18 Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to
19 the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members
20 for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of these
21 taxes and withholdings). Any payment for an Individual PAGA Payment will be allocated as penalties,
22 will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary.
23 The Settlement Administrator will have the option to pay the Individual Settlement Payment and
24 Individual PAGA Payment by way of a single check. The employer's share of taxes and contributions
25 on the wages portion of Individual Settlement Shares will be paid by Defendant separately and in
26 addition to the Total Settlement Amount.

27 27. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
28 will be responsible for issuing to Plaintiff, Settlement Class Members, and Class Counsel any W-2.

1 1099, or other tax forms as may be required by this Settlement Agreement and by law for all amounts
2 paid pursuant to the Settlement. The Settlement Administrator will also be responsible for forwarding
3 all taxes, contributions, and withholdings with respect to the wages portion of Individual Settlement
4 Shares to the appropriate government authorities.

5 28. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
6 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
7 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and Settlement
8 Class Members understand and agree that Plaintiff and Settlement Class Members will be solely
9 responsible for correctly characterizing any compensation received under the Settlement on his/her
10 personal income tax returns and paying any and all taxes due for any and all amounts paid to them under
11 the Settlement.

12 29. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
13 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
14 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY (AN "OTHER
15 PARTY")) ACKNOWLEDGES AND AGREES THAT (a) NO PROVISION OF THIS SETTLEMENT
16 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
17 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
18 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
19 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
20 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
21 AMENDED); (b) THE ACKNOWLEDGING PARTY (i) HAS RELIED EXCLUSIVELY UPON HIS.
22 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
23 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (ii) HAS NOT
24 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
25 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
26 (iii) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
27 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
28 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (c) NO ATTORNEY OR ADVISER TO

1 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
2 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
3 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
4 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
5 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
6 BY THIS SETTLEMENT AGREEMENT.

7 30. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
8 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
9 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
10 of action, or right herein released and discharged.

11 31. Release of Claims by Settlement Class Members. Upon the Effective Date and full
12 funding of the Total Settlement Amount, Plaintiff and all Settlement Class Members (i.e., Class
13 Members who do not submit a valid and timely Request for Exclusion) will be deemed to have fully,
14 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
15 of all Released Class Claims he or she may have or had.

16 32. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full
17 funding of the Total Settlement Amount, Plaintiff will be deemed to have fully, finally, and forever
18 released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims
19 arising from her employment with Defendant, separation of employment from Defendant, and any acts
20 that have or could have been asserted in any legal action or proceeding against Defendant, whether known
21 or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising
22 under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of
23 the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act,
24 California Corporations Code, California Business and Professions Code, California Fair Employment
25 and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for
26 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment
27 compensation, emotional distress, medical expenses, other economic and non-economic damages,
28 attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to

1 those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all
2 rights and benefits available under California Civil Code Section 1542, which provides:

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

8 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
9 known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to settle fully
10 and release all claims she now has against the Released Parties, whether known or unknown, suspected
11 or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for
12 workers' compensation benefits, claims for unemployment benefits, or other claims that may not be
13 released by law.

14 33. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

15 Upon full execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
16 Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will
17 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion
18 and also submit this Settlement Agreement to the Labor and Workforce Development Agency. Class
19 Counsel will provide Defendant's Counsel a draft of the motion before the filing the motion. Defendant
20 agrees not to oppose the motion consistent with this Settlement Agreement. Said motion shall apply to
21 the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed
22 upon by the Parties, seeking the following:

- 23 a. Conditionally certifying the Class for settlement purposes only;
- 24 b. Granting Preliminary Approval of the Settlement;
- 25 c. Preliminarily appointing Plaintiff as representative of the Class;
- 26 d. Preliminarily appointing Plaintiff's Counsel as counsel for the Class;
- 27 e. Appointing Phoenix Class Action Administration Solutions as the Settlement
28 Administrator;
- 29 f. Approving, as to form and content, the mutually-agreed upon and proposed Class
30 Notice and directing its mailing to the Class by First Class U.S. mail;

1 g. Approving the manner and method for Class Members to request exclusion from
2 the Class Settlement, dispute the number of Workweeks and/or PAGA Workweeks credited to them, or
3 object to the Class Settlement as contained herein and within the Class Notice; and

4 h. Scheduling a Final Approval Hearing at which the Court will determine whether
5 the Settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class
6 Members and PAGA Members.

7 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
8 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted
9 to determine whether Final Approval of the Settlement should be granted, along with the amounts
10 properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA
11 Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration
12 Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the
13 Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking
14 Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the motion
15 before filing the motion. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed
16 upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in
17 substantial part, the following:

18 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
19 consummation of its terms and provisions;

20 b. Certifying the Class for settlement purposes;

21 c. Awarding Attorneys' Fees and Costs to Class Counsel;

22 d. Awarding an Enhancement Payment to Plaintiff;

23 e. Awarding Settlement Administration Costs to Settlement Administrator;

24 f. Directing Defendant to fund all amounts due under the Settlement Agreement and
25 ordered by the Court; and

26 g. Entering judgment in this Action barring and enjoining all Settlement Class
27 Members and/or PAGA Members from prosecuting the Released Class Claims and/or Released PAGA
28 Claims against any of the Released Parties, while maintaining continuing jurisdiction, in conformity

1 with California Rules of Court 3.769 and the Settlement Agreement.

2 35. Termination or Revocation of Settlement. If five percent (5%) or more of the Class
3 Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
4 Agreement by providing written notice of exercise of the right of rescission, to Class Counsel, within
5 twenty-one (21) calendar days of the Response Deadline. If Defendant exercises this option, Defendant
6 shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that
7 date.

8 36. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall
9 have the following effects:

10 a. The Settlement Agreement shall be void and shall have no force or effect, and no
11 Party shall be bound by any of its terms;

12 b. In the event the Settlement Agreement is terminated, Defendant shall have no
13 obligation to make any payments to any Party, Class Member, PAGA Member, or attorney, except that
14 the terminating Party shall pay the Settlement Administrator for services rendered up to the date the
15 Settlement Administrator is notified that the Settlement has been terminated;

16 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
17 any order certifying the Class, shall be vacated;

18 d. The Settlement Agreement and all negotiations, statements, and proceedings
19 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
20 to their respective positions in the Action prior to the execution of the Settlement Agreement;

21 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
22 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
23 shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever;
24 and

25 f. Any documents generated to bring the Settlement into effect, will be null and
26 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
27 likewise be treated as void from the beginning.

28 37. Escalator Clause. Defendant represents that, for the period of September 22, 2016 to

1 October 27, 2021, Workweeks totalled approximately 23,354. If it is determined that the number of
2 Workweeks for the time period of September 22, 2016 to October 27, 2021 actually exceed 23,354 by
3 more than ten percent (10%), the Total Settlement Amount will be increased on a proportional basis by
4 the same number of percentage points above ten percent (10%) (e.g., if the number of Workweeks for
5 the time period of September 22, 2016 to October 27, 2021 actually exceeds 23,354 by 11% to 25,923
6 Workweeks, the Total Settlement Amount will increase by 1%). Defendant agrees to provide
7 confirmatory data.

8 38. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
9 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
10 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
11 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
12 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

13 39. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
14 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
15 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

16 40. Entire Agreement. Upon full execution of this Settlement Agreement by the Parties, this
17 Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms,
18 and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
19 The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure §
20 1856(a), which provide that a written agreement is to be construed according to its terms and may not
21 be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
22 written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

23 41. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
24 Action (including with respect to California Code of Civil Procedure section 583.310), except such
25 proceedings necessary to consolidate the Action for purposes of settlement and implement and complete
26 the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

27 42. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
28 this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to

1 any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
2 will not constitute a waiver of any other provision.

3 43. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
4 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
5 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
6 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
7 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
8 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
9 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
10 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
11 provisions that otherwise might apply under state or federal law.

12 44. Signatories. It is agreed that because the members of the Class are so numerous, it is
13 impossible or impractical to have each Settlement Class Member and PAGA Member execute this
14 Settlement Agreement. The Class Notice will advise all Class Members and PAGA Members of the
15 binding nature of the release and contemplated judgment as to the Settlement Class Members and PAGA
16 Members, and the release shall have the same force and effect as if this Settlement Agreement were
17 executed by each Settlement Class Member and PAGA Member.

18 45. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
19 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

20 46. California Law Governs. All terms of this Settlement Agreement and attached exhibits
21 hereto will be governed by and interpreted according to the laws of the State of California.

22 47. Execution and Counterparts. This Settlement Agreement is subject only to the execution
23 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
24 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
25 signature page, will be deemed to be one and the same instrument.

26 48. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
27 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
28 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into

1 account all relevant factors, present and potential. The Parties further acknowledge that they are each
2 represented by competent counsel and that they have had an opportunity to consult with their counsel
3 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may
4 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
5 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
6 is objectively fair and reasonable.

7 49. Invalidity of Any Provision. Before declaring any provision of this Settlement
8 Agreement invalid, the Court will first attempt to construe the provision as valid and enforceable to the
9 fullest extent possible consistent with applicable precedents.

10 50. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
11 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

12 51. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
13 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
14 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically
15 denies, that it has violated any state, federal, or local law; violated any regulations or guidelines
16 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
17 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
18 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
19 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
20 construed as an admission or concession by Defendant of any such violations or failures to comply with
21 any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
22 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as
23 evidence in any action or proceeding to establish any liability or admission on the part of Defendant or
24 to establish the existence of any condition constituting a violation of, or a non-compliance with state,
25 federal, local or other applicable law.

26 52. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
27 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
28 provisions of this Settlement Agreement.

1 53. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
3 more strictly against one party than another merely by virtue of the fact that it may have been prepared
4 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
5 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

6 54. Representation by Counsel. The Parties acknowledge that they have been represented by
7 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that
8 this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in
9 full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement
10 Agreement.

11 55. All Terms Subject to Final Court Approval. All amounts and procedures described in
12 this Settlement Agreement herein will be subject to final Court approval.

13 56. Notices. All notices, demands, and other communications to be provided to counsel for
14 the Parties concerning this Settlement Agreement shall be in writing and delivered by overnight mail at
15 the addresses set for below, or such other addresses as either Party may designate in writing from time
16 to time:

17 To Plaintiff and Class Counsel:
18 Edwin Aiwasian, Esq.
19 Arby Aiwasian, Esq.
20 Joanna Ghosh, Esq.
 LAWYERS for JUSTICE, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203

To Defendant:
 Jonathan Fraser Light, Esq.
 Brier Miron Setlur, Esq.
 Chandra A. Beaton, Esq.
 LIGHTGABLER
 760 Paseo Camarillo, Suite 300
 Camarillo, California 93010

21 57. Final Judgment. The Parties shall provide the Settlement Administrator with a copy of
22 the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator
23 shall post the Final Approval Order and Judgment on its website within three (3) business days of receipt
24 and will have it on its website for no less than sixty (60) calendar days. No individualized notice to the
25 Class will be required.

26 58. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
27 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
28 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of

1 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
2 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
3 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
4 assistance of the Mediator and then the Court to resolve such disagreement.

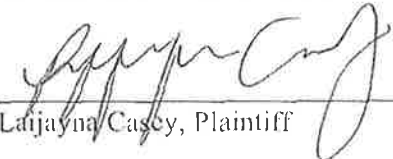
5 59. Integration Clause. This Settlement Agreement contains the entire agreement between
6 the Parties relating to the Settlement and transaction contemplated hereby, and all prior or
7 contemporaneous agreements, understandings, representations, and statements, whether oral or written
8 and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be
9 waived except in writing.

10 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
11 Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant:

12
13 **IT IS SO AGREED.**

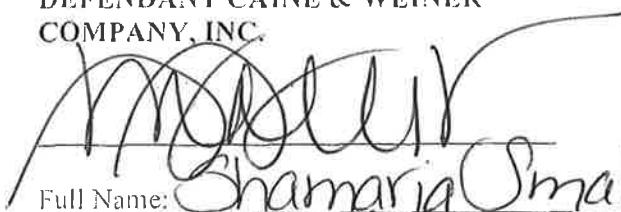
PLAINTIFF LAIJAYNA CASEY

14
15 Dated: May 25, 2022


Laijayna Casey, Plaintiff

**DEFENDANT CAINE & WEINER
COMPANY, INC.**

16
17
18
19 Dated: May 26 2022


Full Name: Shamaria Smallis

Title: Chief of Staff
On behalf of Caine & Weiner Company, Inc.

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21
22
23 **APPROVED AS TO FORM**

LAWYERS for JUSTICE, PC
Edwin Aiwazian

24
25
26 Dated: May 25, 2022


Attorneys for Plaintiff Laijayna Casey

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LIGHTGABLER
Jonathan Fraser Light
Brier Miron Setlur
Chandra A. Beaton

Dated: May 26, 2022


Attorneys for Defendant Caine & Weiner Company, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Laijayna Casey v. Caine & Weiner Company, Inc.,
Superior Court of California for the County of Los Angeles,
Case No. 20STCV36086

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Laijayna Casey ("Plaintiff") and Defendant Caine & Weiner Company, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Laijayna Casey v. Caine & Weiner Company, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 20STCV36086 ("Lawsuit"). The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees employed by Defendant and who worked in the office in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from September 22, 2016 through January 1, 2022.

"PAGA Member" means all current and former hourly-paid or non-exempt employees employed by Defendant and who worked in the office in California at any time during the PAGA Period.

"PAGA Period" means the time period from September 18, 2019 through January 1, 2022.

II. BACKGROUND OF THE LAWSUIT

On September 22, 2020, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendant Caine & Weiner Company, Inc. in the Los Angeles County Superior Court, Case No. 20STCV36086 ("*Casey Class Action*") alleging ten (10) causes of action for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay timely wages during employment, failure to timely pay final wages, failure to keep compliant payroll records, failure to keep compliant wage statements, failure to reimburse business expenses, and violations of California Business and Professions Code §§ 17200, *et seq.*, on behalf of herself and putative class members. On September 18, 2022, Plaintiff provided written notice by certified mail ("PAGA Notice") to the California Labor Workforce Development Agency ("LWDA") of her intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and on the basis for those claims. On November 23, 2020, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* against Defendant Caine & Weiner Company, Inc. in the Los Angeles County Superior Court, Case No. 20VECV01380 ("*Casey PAGA Action*"), alleging a single cause of action for civil penalties pursuant to PAGA, on behalf of the State of California in connection with herself and aggrieved employees. On April 27, 2022, Plaintiff filed a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the Action ("Operative Complaint"), adding her PAGA cause of action to the Action.

Plaintiff alleges that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* and conduct that gives rise to civil penalties under California Labor Code section 2698, *et seq.* Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Lawsuit or that it violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Laijayna Casey as the representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwanian
Arby Aiwanian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Lawsuits have merit or that Defendants have any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Nine Hundred Thousand Dollars (\$900,000) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$315,000) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for her services in the Lawsuit; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000) for its 75% portion of the PAGA Allocation ("LWDA Payment"); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000) to the Settlement Administrator. Note: a total of One Hundred Eighty Thousand Dollars (\$180,000) from the Total Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Payment"), of which the LWDA will be paid 75% and

the remaining 25% (i.e., Forty-Five Thousand Dollars (\$45,000)) will be distributed to PAGA Members on a pro rata basis, based on PAGA Workweeks during the PAGA Period (i.e., Individual PAGA Payment).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”), which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment during the Class Period, divided by seven (7).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Payment attributed to PAGA Members, i.e., \$45,000, (“Individual PAGA Payment”) based on the number of weeks that each PAGA Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”), which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment during the Class Period, divided by seven (7).

The Settlement Administrator has divided the 25% portion of the PAGA Payment attributed to PAGA Members, i.e., \$45,000, by the PAGA Workweeks of all PAGA Members during the PAGA Period (“Total PAGA Workweeks”) to yield the “PAGA Workweek Value,” and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary.

If the Court grants final approval of the Settlement, Individual Settlement Payments and/or Individual PAGA Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks/PAGA Workweeks Based on Defendant’s Records

According to Defendant’s records, you have been credited with [REDACTED] Workweeks during the Class Period, i.e. from September 22, 2016 through January 1, 2022 .

According to Defendant’s records, you have been credited with [REDACTED] PAGA Workweeks during the PAGA Period, i.e., from September 18, 2019 through January 1, 2022.

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must (a) state the case name and number of the Lawsuit (*Laijayna Casey v. Caine & Weiner Company, Inc.*, Case No. 20STCV36086), (b) be signed by you, (c) state your full name, address, telephone number, and the last four digits of your Social Security Number, (d) state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number

that should be credited to you, (e) include information and/or attach documentation demonstrating that the number of Workweeks and/or PAGA Workweeks that you contend should be credited to you is correct, and (f) be returned by mail to the Settlement Administrator at the specified address listed below (Section IV. B), postmarked **on or before [the Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, all PAGA Members, and the State of California (with respect to employment of PAGA Members by Defendant during the PAGA Period) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims he, she, or it may have or had.

“Released Class Claims” means any and all claims made or which could have been made based on the factual allegations in the Operative Complaint, arising during the Class Period, including Defendant’s alleged violation of California Labor Code and California Business and Professions Code section 17200, et seq. for failure to pay minimum and overtime wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses.

“Released PAGA Claims” means claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. arising during the PAGA Period for violations of the California Labor Code and Industrial Welfare Commission Wage Orders that were asserted or that could have been asserted based on the facts alleged in the Operative Complaint and notice to the LWDA

“Released Parties” means Defendant and all of their present and former parent companies, partners, subsidiaries, divisions, shareholders, officers, directors, employees, agents, attorneys, insurers, affiliated companies, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$315,000) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Lawsuit on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) (“Enhancement Payment”), in recognition of her services in connection with the Lawsuit. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks and PAGA Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member or PAGA Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) state the case name and number of the Lawsuit (*Laijayna Casey v. Caine & Weiner Company, Inc.*, Case No. 20STCV36086), (b) be signed by you, (c) state your full name, address, telephone number, signature, and the last four digits of your Social Security Number, (d) state that you do not wish to be included in the Class Settlement, and (e) be returned by mail to the Settlement Administrator, postmarked **on or before the [Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court (as it pertains to the PAGA Settlement), if the Court grants final approval of the Settlement. However, consistent with applicable law, PAGA Members may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement), if it grants final approval of the Settlement.

C. Object to the Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) state the case name and number of the Lawsuit (*Laijayna Casey v. Caine & Weiner Company, Inc.*, Case No. 20STCV36086), (b) state your name, contain your signature, address, telephone number, and the last four digits of your Social Security number, (c) state all grounds for the objection accompanied by any legal or factual support for such objection, (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **on or before the [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Lawsuit for a fee by visiting the civil clerk’s office, located at Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, California during business hours, or online by visiting the following website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

Please note, due to the COVID-19 pandemic, there may be restrictions on access to the court facilities. You can find the Court’s most current COVID-19 guidelines online at: <https://www.lacourt.org/>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.