

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Amanda Fowler v. Loomis Basin Equine Medical Center, Inc.

Amador County Superior Court

Case Number 20-CV-11929

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act ("PAGA") (Labor Code § 2698 *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement ("Agreement").

This Agreement is made by and between Defendant Loomis Basin Equine Medical Center, Inc. ("Defendant"), Plaintiff Amanda Fowler ("Plaintiff"), for herself, Aggrieved Employees (defined below), on behalf of the State of California, and the law firms defined below as "Plaintiff's Counsel" and "Defense Counsel." (Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the "Parties.") This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that all representative claims brought pursuant to PAGA in Amador County Superior Court case number 20-CV-11929 (the "Litigation" or "Action") shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of One Hundred Forty Thousand Dollars (\$140,000.00) (hereinafter referred to as the "PAGA Settlement Sum") for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiff's Counsel attorneys' fees and costs in connection with this Agreement and a general release payment to Plaintiff Fowler. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) "Aggrieved Employees" means all individuals who worked for Defendant Loomis Basin Equine Medical Center, Inc. in California, as hourly and/or non-exempt employees at any time between September 16, 2019 and June 10, 2021. Defendant represents that the total number of Aggrieved Employees is no more than 120 individuals.
- (b) "Complaint" means the operative Complaint filed by Plaintiff on or about December 1, 2020, which asserts claims under PAGA predicated on underlying violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1194, and 2802.

(c) "Court" means the Superior Court for the State of California, County of Amador.

(d) "Defense Counsel" or "Counsel for Defendant" is:

Lisa V. Ryan, Esq.
Alexis Gabrielson, Esq.
COOK BROWN, LLP
2407 J St., 2nd Floor
Sacramento, California 95816

(e) "Effective Date" means the date the Court approves the settlement of the PAGA claims as described in this Agreement and dismisses the Action with prejudice.

(f) "Plaintiff's Counsel" is:

Alex P. Katofsky, Esq.
Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
27200 Agoura Road, Suite 101
Calabasas, California 91301

(g) "Release Period" means the time period September 16, 2019 through June 10, 2021.

Article II.

Background.

Section 2.01 Background.

- (a) On December 1, 2020, Plaintiff Fowler filed a complaint in the Superior Court of the State of California for the County of Amador, entitled *Amanda Fowler v. Loomis Basin Equine Medical Center, Inc.*, Case No. 20-CV-11929. The Litigation is brought by Amanda Fowler, on behalf of herself, the State of California and other aggrieved employees, as a single representative cause of action pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) based on alleged violations of Labor Code 201, 202, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1194, and 2802 premised on Defendant's alleged failure to pay all minimum and overtime wages due, provide all meal and rest periods, or premium compensation in lieu thereof, timely pay wages due at separation of employment, reimburse expenses, and issue complete and accurate wage statements.
- (b) After receipt by Defendant of the LWDA notice and Complaint, the Parties engaged in informal discovery, with Defendant providing the requested information to Plaintiff's counsel. The Parties reached this PAGA Settlement only after such discovery and investigation was performed, following a mediation with David Perrault, Esq. on June 10, 2021 that was subsequently concluded on June 22, 2021. All claims alleged were raised at the mediation.

- (c) This PAGA Settlement contemplates the entry of an order by the Court approving the payment allocated for settlement of the PAGA claims and dismissing the Action with prejudice.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining, through a stipulation and order, or an unopposed motion, if required, an Order from the Court approving the payment of the PAGA Settlement Sum as described in this Agreement at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Settlement Sum as described in this Agreement.

The Court's approval of the payment of the PAGA Settlement Sum as described in this Agreement shall be embodied in a written Order, which shall be transmitted to the LWDA promptly upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Settlement Sum as described in this Agreement or decline to dismiss the Action, this Agreement shall be null and void and have no further effect, and all sums paid by Defendant, if any, shall be promptly returned to it.

Section 3.02 Settlement Payment Procedures.

(a) Payment of PAGA Settlement Sum and Notice to Aggrieved Employees.

- (1) Defendant agrees to pay a total amount of One Hundred Forty Thousand Dollars (\$140,000.00) to settle this matter. This amount, *i.e.*, the PAGA Settlement Sum, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the Aggrieved Employees, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all claims asserted in the Complaint, or that could have been asserted in the Complaint, by Plaintiff, on behalf of herself and the Aggrieved Employees. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the PAGA Settlement Sum in connection with this Agreement, with the sole exception as provided for in Section 6.14 below. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the PAGA Settlement Sum and the Parties' respective positions shall be restored to positions prior to mediation. Further, in that event, nothing in this Agreement, the negotiations leading to this

settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

- (2) The "Net Settlement Fund" shall be calculated by deducting from the PAGA Settlement Sum up to 40% of the PAGA Settlement Amount (projected to be \$56,000) for the payment of Plaintiff's Counsel's fees, up to \$7,500 for the payment of Plaintiff's Counsel's costs, up to \$7,500 to Plaintiff in exchange for her general release of all claims against Defendant, and up to \$5,000 to compensate the parties' chosen Settlement Administrator. The Net Settlement Fund will be comprised of approximately \$64,000. Seventy-five percent (75%) of the Net Settlement Fund, or approximately \$48,000, shall be distributed to the State of California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%) of the Net Settlement Fund, or approximately \$16,000, shall be distributed to the Aggrieved Employees.
- (3) The twenty-five percent (25%) of the Net Settlement Fund to be distributed to the Aggrieved Employees will be divided by the total number of pay periods worked by all of them in California during the Release Period to yield the Pay Period Value. Each Aggrieved Employee will be paid an amount equal to their individual number of pay periods worked in California during the Release Period multiplied by the Pay Period Value.
- (4) Within fourteen (14) days of the Effective Date, Defendant shall pay the entire PAGA Settlement Sum. Payment shall be made via wire, bank transfer or certified funds to the Settlement Administrator on or before the scheduled due date. The Settlement Administrator will provide to Defendant's attorney a W-9 form for the Qualified Settlement Fund prior to its funding of the Settlement Sum.
- (5) The Settlement Administrator shall disburse the PAGA Settlement Sum in the amounts set forth above in Section 3.02(a)(1)-(2) no later than fifteen (15) calendar days after Defendant's deposit of the PAGA Settlement Sum.
- (6) No later than fifteen (15) calendar days after Defendant's deposit of the PAGA Settlement Sum, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices.
- (7) For each settlement check and Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. The value of checks uncashed more than 180 days after issuance shall be paid to the LWDA.
- (8) 100% of the PAGA Settlement Sum is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this PAGA

Settlement shall have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violations of Plaintiff's or Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. Defendant further denies that, for any purpose other than settling these matters, that this action is appropriate for representative treatment.

Section 4.02 Non-Evidentiary Use.

This Agreement is admissible for purposes of obtaining court approval of the settlement and is intended to be binding on the parties. It is also admissible in the event that either Party is required to file a motion to enforce any of the terms of the Agreement. Neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 4.03 Nullification.

Invalidation of any material provision of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Limited Release By Aggrieved Employees.

Upon the Effective Date and subject to Defendant's full payment of all sums required by this Settlement, Plaintiff, on behalf of herself, her heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendant, and each of its present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, that have been or could have been asserted under PAGA based upon alleged violations of the California Labor Code, the Industrial Welfare Commission Wage Orders ("Wage Orders"), and any other provision of law as alleged in the Complaint and/or the Labor and Workforce Development Agency Letter sent on behalf of Plaintiff Fowler and the Aggrieved Employees ("Released Claims") that accrued during the Release Period, whether based on the Wage Orders, including but not limited to, Sections 3, 4, 7, 11, 12, 14, and 20, the California Labor Code, including, but not limited to, Sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.4, 226.7, 510, 512, 558, 1174, 1174.5, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2698-2699, 2751, 2802, and any other provision of law, as well as all associated claims for penalties, attorneys' fees, and costs and interest.. This release includes, but is not limited to, claims based on meal periods, rest breaks, off-the-clock work, minimum wage, straight time wages, overtime, double time, unlawful deductions, premium pay, pay stubs/wage statements, final pay, timing of pay, record keeping/retention, expense reimbursement, commission rates/plans, and suitable seating, whether known or unknown, and whether anticipated or unanticipated. Plaintiff Fowler and Aggrieved Employees release these claims in their representative capacity as proxies for the LWDA and as private attorney general "aggrieved employees" acting on behalf of themselves and the Aggrieved Employees.

Section 5.02 General Release By Plaintiff Fowler.

Upon the Effective Date and subject to Defendant's full payment of all sums required by this Settlement, Plaintiff Fowler shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the date of her signature hereon, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. These claims include, but are not limited to, the Released Claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage

Orders, and claims under local, state, or federal discrimination and wage payment statutes, including, without limitation, the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.*, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, as amended, the Family and Medical Leave Act, the California Family Rights Act, PAGA, the California Fair Employment and Housing Act, California Government Code §§ 12940 *et seq.*; California Business and Professions Code §17200 *et seq.*; the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines. With respect to these released claims as described in this Section, Plaintiff Fowler shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Article VI.

Miscellaneous Provisions.

Section 6.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.08 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the PAGA Settlement Sum except as expressly provided herein. Defendant shall bear its own attorney's fees and costs, and neither Plaintiff's Counsel, Aggrieved Employees or the Plaintiff shall be responsible for Defendant's attorney's fees and costs. If any party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred to enforce this Agreement.

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, but excluding any dispute related to non-payment or late payment of the PAGA Settlement Sum (which is addressed in Section 6.12 herein), the Parties agree to submit any such dispute(s) first to mediation and/or continued negotiations before mediator David Perrault, and then, if unsuccessful, to the Amador County Superior Court.

To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover her/its/their reasonable attorneys' fees and costs.

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.11 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 6.12 Default; Notice; Cure; Acceleration; Time is of the Essence.

If any required payment is not received on the date due, Defendant shall be in default of its obligations under this Settlement. Plaintiff shall e-mail notice of the default to Defendant at lryan@cookbrown.com. Defendant will then have seven (7) calendar days from the date notice is e-mailed to cure the default. If the default remains uncured for ten (10) calendar days, then all sums remaining unpaid under this Settlement shall be accelerated and become all due and payable and begin to accrue interest at the legal rate. Plaintiff may thereafter move the Court, pursuant to Code of Civil Procedure 664.6, for entry of a judgment against Defendant to reflect this acceleration, the accrual of interest, plus actual attorneys' fees and costs incurred to enforce the judgment and this Settlement. Time is of the essence with respect to all provisions of this Agreement.

Section 6.13 Authority.

Each Party to this Agreement expressly represents and warrants to have the authority necessary to execute this Agreement. Each person signing this Agreement on behalf of a corporation represents that he or she has the authority to agree to the terms hereof and execute this Agreement on behalf of said entity in accordance with the bylaws of such entity and that his or her signature will bind the entity to the terms of this Agreement.

Section 6.14 Escalator Clause.

This settlement is based on Defendant's representation that there are approximately 2,506 pay periods at issue worked by approximately 120 individuals during the Release Period. If the number of pay periods or employees is 3% higher or more, Defendant shall pay an increased PAGA Settlement Amount proportionate to the increase over the 3% threshold. (For example, if the final number of pay periods or Aggrieved Employees is 4% greater than the amount represented, the PAGA Gross Settlement Amount will increase by 1%, with the larger percentage controlling any increase).

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

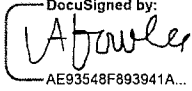
APPROVED AND ACCEPTED.

Dated: July __, 2021

LOOMIS BASIN EQUINE MEDICAL
CENTER, INC.

By _____
Its _____

July 19, 2021
Dated: July __, 2021

By  _____
AMANDA FOWLER

APPROVED AND ACCEPTED.

Dated: July 23 2021

LOOMIS BASIN EQUINE MEDICAL
CENTER, INC.

By _____
Its President _____

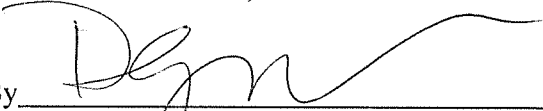
July 19, 2021
Dated: July __, 2021

DocuSigned by:
A Fowler
AE93548F893941A...
By _____
AMANDA FOWLER

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: July ^{JK}20, 2021

GAINES & GAINES, ALPC

By 

Daniel F. Gaines, Esq.

Alex P. Katofsky, Esq.

Attorneys for Plaintiff

Dated: July 23, 2021

COOK BROWN, LLP

By 

Lisa V. Ryan, Esq.

Alexis Gabrielson, Esq.

Attorneys for Defendant

EXHIBIT A

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

AMANDA FOWLER, on behalf of herself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

LOOMIS BASIN EQUINE MEDICAL
CENTER, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No. 20-CV-11929

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as an hourly and/or non-exempt California employee of Loomis Basin Equine Medical Center, Inc. (“Defendant”) who was employed between September 16, 2019 and June 10, 2021 (“Aggrieved Employee”).

On December 1, 2020, Plaintiff Amanda Fowler (the “Plaintiff”) commenced a lawsuit in the Amador Superior Court, case number 20-CV-11929 (the “Lawsuit”) to recover civil penalties. Plaintiff alleges in the lawsuit that Defendant failed to pay all minimum and overtime wages due, provide all meal and rest periods, or premium compensation in lieu thereof, timely pay wages due at separation of employment, reimburse business expenses, and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation and a mediation before a third-party mediator, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on _____ and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon the Effective Date and subject to Defendant’s full payment of
all sums required by this Settlement, Plaintiff, on behalf of herself,

her heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendant, and each of its present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, that have been or could have been asserted under PAGA based upon alleged violations of the California Labor Code, the Industrial Welfare Commission Wage Orders ("Wage Orders"), and any other provision of law as alleged in the Complaint and/or the Labor and Workforce Development Agency Letter sent on behalf of Plaintiff Fowler and the Aggrieved Employees ("Released Claims") that accrued during the Release Period (from September 16, 2019 through June 10, 2021), whether based on the Wage Orders, including but not limited to, Sections 3, 4, 7, 11, 12, 14, and 20, the California Labor Code, including, but not limited to, Sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.4, 226.7, 510, 512, 558, 1174, 1174.5, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2698-2699, 2751, 2802, and any other provision of law, as well as all associated claims for penalties, attorneys' fees, and costs and interest.. This release includes, but is not limited to, claims based on meal periods, rest breaks, off-the-clock work, minimum wage, straight time wages, overtime, double time, unlawful deductions, premium pay, pay stubs/wage statements, final pay, timing of pay, record keeping/retention, expense reimbursement, commission rates/plans, and suitable seating, whether known or unknown, and whether anticipated or unanticipated. Plaintiff Fowler and Aggrieved Employees release these claims in their representative capacity as proxies for the LWDA and as private attorney general "aggrieved employees" acting on behalf of themselves and the Aggrieved Employees.

If you have any questions, please contact Gaines & Gaines, APLC, counsel for Plaintiff, at (866) 550-0855.