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8 Attorneys for Plaintiff
9 *Nick Brown on his own behalf and all others similarly situated*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ**

NICK BROWN, as an individual and on behalf
of others similarly situated,

Plaintiff,

vs.

JANUS OF SANTA CRUZ, a California
Corporation; and DOES 1 through 50, Inclusive.

Case No.: 20CV02522

Assigned to the Hon. Timothy Volkmann,
Department 5

**DECLARATION OF JENNIFER
KRAMER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: Sept 22, 2022

Time: 8:30 a.m.

Dept: 5

1
2 **DECLARATION OF JENNIFER KRAMER**

3 I, Jennifer Kramer, declare as follows:

4 1. I am an individual over the age of 18. I am an attorney of record for Plaintiff NICK
5 BROWN (“Plaintiff”) in this action. I have personal knowledge of the facts set forth below and if
6 called to testify I could and would do so competently.

7 **EXPERIENCE**

8 2. My qualifications are as follows: I graduated from the University of Michigan at
9 Ann Arbor in 1993 with a bachelor’s degree in History and Political Science. I graduated from the
10 University Of San Francisco School of Law in 1999. I obtained my license to practice law that
11 same year and have been practicing for 17 years. Throughout my legal career, I have worked
12 exclusively at firms whose primary practice area is employment law. I have handled a dozens of
13 wage and hour matters including class actions and single and multiple-plaintiff actions. I have been
14 prosecuting wage and hour cases for 17 years. I am co-managing partner at my firm. I am
15 currently serving as a member of the Executive Board of the California Employment Lawyers
16 Association and was the past chair of that organization’s Wage and Hour Committee. I have
17 spoken about wage and hour issues before groups including the Los Angeles County Bar
18 Association and the California Employment Lawyers Association. I have handled a number of
19 wage and hour matters including class actions and single and multiple-plaintiff actions. I have been
20 prosecuting wage and hour matters since 2001. I have been approved by courts as class counsel in
21 matters which include:

- 22 a. On November 5, 2008, Hon. William Liebmann granted class certification of an
23 unpaid overtime and meal and rest period class in *Alcantara v. Angel Wireless*
24 *Corp.*, Ventura County Superior Court Case No. 56-2007-00286539-CU-OE-SIM.
25 My firm was approved as class counsel as part of the order granting class
26 certification. I was lead counsel on this matter, actively involved in all phases of
27 investigation, discovery, and motion practice.
28

- 1 b. I was approved as class counsel in the matter of *Chavez v. JR Produce* (San Mateo
2 County Case No. CIV 464 121). Hon. Marie S. Weiner entered an order approving
3 class certification. The case involved a failure to pay overtime and to provide lawful
4 breaks to produce workers. I was lead counsel on this matter, actively involved in all
5 phases of investigation, discovery, motion practice and trial.
- 6 c. On June 25, 2012, Hon. Robert Hess granted class certification of an off-the-clock
7 and meal and rest period class in *Cubillas v. Dav-El*, Los Angeles County Superior
8 Court Case No. BC 427918. My firm was approved as class counsel as part of the
9 order granting class certification. I am lead counsel on this matter, actively involved
10 in all phases of investigation, discovery, motion practice and trial.
- 11 d. I was approved as class counsel in the matter of *Babayan, et al v. BLS, et al* (LASC
12 Case No. BC418088). In this case, Hon. Mark Mooney certified a class of
13 chauffeurs. The case involved misappropriation of time income and unlawful
14 regular rate calculation. I was lead counsel on this matter, actively involved in all
15 phases of investigation, discovery, and motion practice.
- 16 e. I was approved as class counsel in the matter of *Welch v. Acromil Corp.* (LASC
17 Case No. BC446490). Hon. Deirdre Hill certified a class of production employees
18 related to a claim of unlawful rounding. I was co-counsel on this matter, actively
19 involved in the motion practice.
- 20 f. On August 12, 2020, Hon. David Chapman granted class certification of an off-the-
21 clock and rest period class in *Gonzalez Ortiz v. San-Val, Inc.*, Riverside County
22 Superior Court Case No. RIC1722919. My firm was approved as class counsel as
23 part of the order granting class certification. I am lead counsel on this matter,
24 actively involved in all phases of investigation, discovery, motion practice and trial.
- 25 g. I was approved as class counsel in the matter of *Davis v. AIDS Healthcare*
26 *Foundation* (LASC Case No. 20STCV08627). Hon. Daniel Buckley certified a class
27 of tenants related to claims of uninhabitability of a residential hotel in downtown Los
28 Angeles. I am co-counsel on this matter, actively involved in all phases of this case

- 1 h. I was approved as class counsel in the matter of *Allen, et al v. Burton Way Hotel,*
2 *Inc., et al*, Los Angeles County Superior Court Case No. BC282965. Hon. Victor
3 Person entered an order approving class certification and settlement. The case
4 involved misclassification of allegedly exempt employees. I was actively involved
5 in all phases of investigation, discovery, and motion practice.
- 6 i. I was approved as class counsel in the matter of *Boggs, et al v. Burton Way Hotel,*
7 *Inc. et al*, Los Angeles County Superior Court Case No. BC284335. Hon. Victor
8 Person entered an order approving class certification and settlement. The case
9 involved failure to provide meal and rest breaks and failure to pay report time
10 compensation and vacation pay. I was actively involved in all phases of
11 investigation, discovery, and motion practice.
- 12 j. I was approved as class counsel in the matter of *Wysocki v. The Press-Enterprise,*
13 *Riverside County Superior Court Case No. RIC391377.* Hon. Stephen Cunnison
14 entered an order approving class certification and settlement. The case involved
15 misclassification as exempt under the commission exemption. I was actively
16 involved in all phases of investigation, discovery, and motion practice.
- 17 k. Co-counsel and I were approved as class counsel in the matter of *Carter v. Ethan*
18 *Allen*, Los Angeles County Superior Court Case No. BC310957. Hon. George Wu
19 entered an order approving class certification and settlement. The case involved
20 failure to properly pay vacation compensation post-termination. I was actively
21 involved in all phases of investigation, discovery, and motion practice.
- 22 l. Co-counsel and I were approved as class counsel in the matter of *Macias, et al v.*
23 *Advanced-Tech Security, Inc., et al*, Los Angeles County Superior Court Case No.
24 BC 310957. Hon. Rolf Treu entered an order approving class certification and
25 settlement. The case involved failure to provide meal breaks and to properly pay
26 overtime and post-termination vacation compensation. I was lead counsel on this
27 matter, actively involved in all phases of investigation, discovery, and motion
28 practice.

- 1 m. I was approved as class counsel in the matter of *Kenkel, et al v. Chateau Marmont,*
2 *et al*, Los Angeles County Superior Court Case No. BC327005. Hon. George Wu
3 entered an order approving class certification and settlement. The case involved
4 failure to provide meal and rest breaks. I was lead counsel on this matter, actively
5 involved in all phases of investigation, discovery, and motion practice.
- 6 n. I was approved as class counsel in the matter of *Shields v. PPS Parking*, Orange
7 County Superior Court Case No. 05CC00162. Hon. John H. Cannon entered an
8 order approving class certification and settlement. The case involved failure to
9 provide meal breaks and to pay compensation for all hours worked. I was lead
10 counsel on this matter, actively involved in all phases of investigation, discovery,
11 and motion practice.
- 12 o. Co-counsel and I were approved as class counsel in the matter of *Laykin, et al v.*
13 *AnnTaylor Retail, Inc.*, Los Angeles County Superior Court Case No. BC328843.
14 Hon. Robert Hess entered an order approving class certification and settlement. The
15 case involved misclassification of exempt employees. I was actively involved in all
16 phases of investigation, discovery, and motion practice.
- 17 p. Co-counsel and I were approved as class counsel in the matter of *Ducharme, et al v.*
18 *OhCal Foods, Inc., et al*, Los Angeles County Superior Court Case No. BC337704.
19 Hon. Robert Hess entered an order approving class certification and settlement. The
20 case involved misclassification of exempt employees. I was lead counsel on this
21 matter, actively involved in all phases of investigation, discovery, and motion
22 practice.
- 23 q. I was approved as class counsel in the matter of *Balint v. Chico's*, Los Angeles
24 County Superior Court Case No. BC369191. Hon. Tricia Ann Bigelow entered an
25 order approving class certification and settlement. The case involved
26 misclassification of exempt employees. I was lead counsel on this matter, actively
27 involved in all phases of investigation, discovery, and motion practice.
28

- 1 r. I was approved as class counsel in the matter of *Martin v. Home Saving Termite*
2 *Control*, Los Angeles County Superior Court Case No. BC372068. Hon. Charles C.
3 Lee entered an order approving class certification and settlement. The case involved
4 unpaid travel time. I was lead counsel on this matter, actively involved in all phases
5 of investigation, discovery, and motion practice.
- 6 s. I was approved as class counsel in the matter of *Kunz v. Sunset Crescent*
7 *Management Company*, Los Angeles County Superior Court Case No. BC382004.
8 Hon. Conrad Aragon entered an order approving class certification and settlement.
9 The case involved failure to provide meal and rest periods, tip-receiving, unpaid
10 overtime, and claims for expense reimbursement. I was lead counsel on this matter,
11 actively involved in all phases of investigation, discovery, and motion practice.
- 12 t. Co-counsel and I were approved as class counsel in the matter of *Walgreens*
13 *Overtime Cases*, JCCP No. 4387. Hon. Anthony J. Mohr entered an order approving
14 class certification and settlement. The case involved misclassification of exempt
15 “managers.”
- 16 u. I was approved as class counsel in the matter of *Cruz, et al v. Global Paratransit*,
17 Los Angeles County Superior Court Case No. BC324111. Hon. Richard Fruin
18 entered an order approving class certification and settlement. The case involved
19 failure to provide meal and rest periods and unpaid wages for hours worked. I was
20 lead counsel on this matter, actively involved in all phases of investigation,
21 discovery, and motion practice.
- 22 v. I was approved as class counsel in the matter of *Wise v. Pico Deli, Inc.*, Los Angeles
23 County Superior Court Case No. BC379911. Hon. Mary Thorton-House entered an
24 order approving class certification and settlement. The case involved unlawful tip
25 receiving. I was lead counsel on this matter, actively involved in all phases of
26 investigation, discovery, and motion practice.
- 27 w. Co-counsel Arlo Uriarte and I were approved as class counsel in the matter of
28 *Munguia v. Liz Palacios Designs, Inc.*, San Francisco County Superior Court Case

- No. CGC-06-455942. Hon. Charlotte W. Wollard entered an order approving class certification and settlement. The case involved failure to lawfully compensate jewelry assemblers for industrial homework. I was lead counsel on this matter, actively involved in all phases of investigation, discovery, and motion practice.
- x. Co-counsel and I were approved as class counsel in the matter of *MacLennan v. Musicland Group, Inc.*, Los Angeles County Superior Court Case No. BC313409. Hon. Susan Bryant-Deason entered an order approving class certification and settlement. The case involved failure to provide meal and rest periods. I was lead counsel on this matter, actively involved in all phases of investigation, discovery, and motion practice.
- y. Co-counsel and I were approved as class counsel in the matter of *Cortez, et al v. Westside Sober Living Centers, Inc.*, Los Angeles County Superior Court Case No. BC416400. Hon. Soussan G. Bruguera entered an order approving class certification and settlement. The case involved failure to provide meal and rest periods and failure to pay for all hours worked. I was lead counsel on this matter, actively involved in all phases of investigation, discovery, and motion practice.
- z. Co-counsel and I were approved as class counsel in the matter of *Reed v. Renzenberger*, Los Angeles County Superior Court Case No. BC427938. Hon. Kevin Brazile entered an order approving class certification and settlement. The case involved failure to provide meal and rest periods and failure to pay for all hours worked. I was lead counsel on this matter, actively involved in all phases of investigation, discovery, and motion practice.
- aa. I was approved as class counsel in the matter of *Monteon v. Patriot Logistics*, Los Angeles County Superior Court Case No. BC442047. Hon. Steven J. Kleifield entered an order approving class certification and settlement. The case involved failure to provide meal and rest periods. I was lead counsel on this matter, actively involved in all phases of investigation, discovery, and motion practice.

- 1 bb. I was approved as class counsel in the matter of *Lopez-Marquez v. Subway*, Los
2 Angeles County Superior Court Case No. BC475671. Hon. Lee Smalley Edmon
3 entered an order approving class certification and settlement. The case involved
4 failure to provide rest periods and to pay overtime compensation. I was lead counsel
5 on this matter, actively involved in all phases of investigation, discovery, and motion
6 practice.
- 7 cc. I was approved as class counsel in the matter of *Lewis v. Seasons* (LASC Case No.
8 BC464226). Hon. Steven J. Kleifield entered an order approving class certification
9 and settlement. The case involved the misclassification of workers as independent
10 contractors. I was lead counsel on this matter, actively involved in all phases of
11 investigation, discovery, and motion practice.
- 12 dd. I was approved as class counsel in the matter of *Hukill v. AEG Live* (LASC Case No.
13 BC574396). Hon. Jane Johnson entered an order approving class certification and
14 settlement. The case involved a failure to pay overtime and to provide lawful breaks
15 to festival employees. I was lead counsel on this matter, actively involved in all
16 phases of investigation, discovery, and motion practice.
- 17 ee. I was approved as class counsel in the matter of *Arrendonde v. Durabag* (Orange
18 County Case No. 30-2015-00771767-CU-OE-CXC). Hon. William Claster entered
19 an order approving class certification and settlement. The case involved a failure to
20 pay overtime and to provide lawful breaks to factory workers. I was lead counsel on
21 this matter, actively involved in all phases of investigation, discovery, and motion
22 practice.
- 23 ff. I was approved as class counsel in the matter of *Soriano v. Robertson's Ready Mix*
24 (Orange County Case No. 30-2019-01045061-CU-OE-CXC). Hon. William Claster
25 entered an order approving class certification and settlement. The case involved a
26 failure to pay wages and to provide lawful breaks to mechanics at a plant. I was lead
27 counsel on this matter, actively involved in all phases of investigation, discovery,
28 and motion practice.

1 **PROCEDURAL HISTORY**

2 3. On October 20, 2020, Plaintiff submitted notice to the California Labor and
3 Workforce Development Agency (“LWDA”) in compliance with the Private Attorney
4 General Act (“PAGA”), Cal. Lab. Code § 2699 *et seq.* The notice detailed: (a) failure to
5 provide meal periods or meal period premium pay; (b) failure to provide rest periods or rest
6 period premium pay; (c) failure to pay at least minimum wage; (d) failure to pay all wages
7 due; (e) failure to pay all wages due at termination; and (f) inaccurate wage statements.

8 4. December 3, 2020, Plaintiff filed a putative class action in the Superior Court
9 of the County of Santa Cruz. On January 6, 2021, Janus removed is action to the United
10 States District Court in the Northern District of California by invoking the Class Action
11 Fairness Act (“CAFA”), 28 U.S.C. § 1332(d). The matter was initially assigned to
12 Magistrate Judge Virginia K. DeMarchi, and was later reassigned to the Hon. Beth Labson
13 Freeman. On February 5, 2021, Plaintiff filed a Motion to Remand the action to the
14 Superior Court. On August 5, 2021, the District Court remanded this matter to the Santa
15 Cruz Superior Court, finding that Janus failed to establish more than \$5,000,000 in
16 controversy in this suit.

17 5. On May 27, 2021, after Plaintiff’s Motion to Remand had been fully briefed
18 and before the hearing on the matter, the parties exchanged initial disclosures and
19 production pursuant to Federal Rules of Civil Procedure, Rule 26.

20 6. The parties agreed to mediate this matter on January 11, 2022. Plaintiff requested
21 and Janus agreed to produce informal discovery in advance of the mediation session. The Parties
22 have engaged in intensive investigation and formal and informal discovery into the factual and legal
23 claims presented in the complaint. Defendants and Plaintiffs took party depositions and exchanged
24 a considerable amount of information and documentation. Hundreds of pages of documents were
25 produced, reviewed, and analyzed. Outside of formal discovery, my co-counsel and I have
26 conducted an investigation into the claims asserted in the complaint, which included interviews
27 with numerous current and former employees of Defendants. The parties also apprised each other
28 of their respective factual contentions, legal theories, and defenses. Additionally, during the course

1 of their information exchange, the Parties have engaged in good faith, arms-length negotiations
2 aimed at settling their dispute.

3 7. The settlement is an excellent result for the class. The settlement occurred as a
4 result of extensive arm's-length negotiations by experienced counsel after formal and informal
5 discovery was exchanged between the Parties. Most importantly, the settlement will result in
6 significant financial benefit to the participating claimants, under terms that are by any measure fair,
7 reasonable and adequate.

8 8. The settlement for each participating class member is fair, reasonable and adequate,
9 given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing
10 such litigation.

11 9. As noted, the settlement represents a compromise seeking to compensate class
12 members for alleged unpaid wages as well as for amounts for breaks they claim not to have
13 properly received. It also compensates the individual named Plaintiffs for their claims and provides
14 them with an additional incentive payment, thus taking into consideration the risks, time, effort, and
15 expenses incurred by them in coming forward to provide invaluable information, negotiate, and
16 litigate this matter on behalf of all class members. Plaintiffs can and will adequately represent the
17 class in this matter. Plaintiffs have no actual or potential conflict of interest that would hinder the
18 prosecution of this matter on behalf of this class. Plaintiffs have aggressively and competently
19 asserted the interests of the class members. They have worked to act in the best interests of the
20 potential class as a whole, rather than themselves.

21 10. The Stipulation sets forth all terms of the agreement reached by the Parties, which
22 include, among other things, that the class members may recover payments reflecting wages which
23 they allege should have been paid to them as well as amounts for breaks they allege they should
24 have, but did not, receive, and other related penalties and damages. Attached as **Exhibit A** is a true
25 and correct copy of the Stipulation prepared by the parties. A fully executed version will be filed at
26 least five court days before the hearing date.

1 11. I requested a bid from well-known and well-respected settlement administrator
2 ILYM Group. I recommend accepting the bid from ILYM Group because of their reputation and
3 the competitiveness of the bid of \$5,157.98.

4 **CLASS COUNSEL'S ESTIMATES**

5 12. Based on information provided by Defendants, Plaintiffs learned there were 59
6 putative class members.

7 13. Based on the available data, estimated damaged calculations are as follows:

- 8 a. Rest Period Subclass: \$128,108.06
- 9 b. Meal Period Subclass: \$128,108.06
- 10 c. Unpaid Wages Subclass: \$126,084.96
- 11 d. Wage Statements Subclass: \$38,075.00
- 12 e. Waiting Time Penalties Subclass: \$71,947.68
- 13 f. PAGA Civil Penalties: \$76,150.00
- 14 g. Collective total for all claims: \$606,299.99.24

15 14. Taking into consideration the likelihood of prevailing and the risks at trial, my
16 estimate of the range of damages likely to be awarded at trial is \$400,000 to \$600,000. I have
17 conducted four class action wage and hour trials. My clients prevailed in three of those four trials.
18 For one of the wage class action trials I conducted, the defendant filed for bankruptcy and
19 discharged the judgment.

20 15. The gross settlement amount is \$225,000. After deducting the class representative
21 payments to be applied for (\$5,000), the class counsels' fees to be applied for (\$75,000), the class
22 counsels' expenses to be applied for (\$10,000), the settlement administrator's reasonable fees and
23 expenses (\$5,500), and the PAGA payment to be made to the State (\$18,750), that leaves a net
24 settlement fund of \$110,750 to divide among the class members based on the total weeks worked.

25 16. After reasonable inquiries, Plaintiffs' counsel is unaware of any other actions arising
26 out of the same facts pled here.

27 17. There is no fee sharing agreement between Plaintiff's counsel since he is represented
28 by a single firm.

1 **Cy Pres Recipient**

2 18. Any unpaid cash residue or unclaimed or abandoned class member funds, plus any
3 accrued interest, shall be paid to Children and Youth Program – Monarch Services, a nonprofit
4 organization. This will better serve the public interest than distributing unclaimed funds to the
5 Industrial Relations Unpaid Wage Fund because there is a risk the funds will never be collected and
6 will remain unused.

7 19. Labor Code § 96.7 allows the Controller at the end of each fiscal year to transfer the
8 balance remaining in the Unpaid Wage Fund to the General Fund.

9 20. The Labor and Workforce Development Agency’s 2020-21 State Budget shows that
10 the funds in the Unpaid Wage Fund are largely transferred to the Garment Manufacturers Special
11 Account, not the workers. See, [http://www.ebudget.ca.gov/2020-](http://www.ebudget.ca.gov/2020-21/pdf/Enacted/GovernorsBudget/7000.pdf)
12 [21/pdf/Enacted/GovernorsBudget/7000.pdf](http://www.ebudget.ca.gov/2020-21/pdf/Enacted/GovernorsBudget/7000.pdf) at p. LWD 40 “0481 Garment Manufacturers Special
13 Account.”

14 21. Code of Civil Procedure § 384(a) states: “It is the public policy of the State of
15 California to ensure that the unpaid cash residue and unclaimed or abandoned funds in class action
16 litigation are distributed, to the fullest extent possible, in a manner designed either to further the
17 purposes of the underlying class action or causes of action, or to promote justice for all
18 Californians. The Legislature finds that the use of funds for these purposes is in the public interest,
19 is a proper use of the funds, and is consistent with essential public and governmental purposes.”

20 22. Meanwhile, Children and Youth Program – Monarch Services provides services that
21 give children and youth the opportunity to unlearn attitudes and behaviors that could otherwise
22 cause them to perpetuate the cycle of violence in their adult relationships:
23 <https://www.monarchscc.org/programs-and-services/children-and-youth-program/>.

24 23. I have not previously recommended Children and Youth Program – Monarch
25 Services as a *cy pres* percipient in other class action settlements. I have no personal interest in this
26 organization.

1 **PAGA Penalties**

2 24. The scope of the PAGA claim includes all aggrieved employees who suffered
3 violations of the *Cal. Lab. Code* §§ 201-204, 210, 221, 226, 226.3, 226.7, 510, 512, 558, 558.1,
4 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and violations of *IWC Wage Order*
5 No. 5-2001(1), (3), (4), (5), (7), (11), (12), and (20). The potential PAGA penalties were calculated
6 by applying the one-year statute of limitations and applying civil penalties to each pay period. The
7 maximum civil penalty exposure was calculated to be roughly \$76,150.

8
9 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
10 23rd day of September, 2022 at Los Angeles, California.

11 

12 _____
Jennifer Kramer

EXHIBIT A

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Attorneys for Plaintiff
Nick Brown on his own behalf and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ**

NICK BROWN, as an individual and on
behalf of others similarly situated,

Plaintiff,

vs.

JANUS OF SANTA CRUZ, a California
Corporation; and DOES 1 through 50,
Inclusive.

Case No.: 20CV02522

Assigned to the Hon. Timothy Volkmann,
Department 5

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE TO
SETTLE CLASS ACTION**

CLASS ACTION SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED, by and among Plaintiff NICK BROWN ("Plaintiff"), on behalf of himself and the Class Members, on the one hand, and Defendant JANUS OF SANTA CRUZ ("Defendant"), on the other hand, subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation Of Settlement And Release To Settle Class Action ("Agreement"), and subject to the definitions, recitals and terms set forth herein, which by this reference become an integral part of this Agreement.

DEFINITIONS

1. "Action" means the matter of *Brown v. Janus of Santa Cruz* (Santa Cruz County Case No. 20CV02522, filed on December 3, 2020).

2. "Class Counsel" means Hennig Kramer Ruiz & Singh, LLP.

3. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of this Action, and actual expenses and costs incurred in connection with the Action paid from the Gross Settlement Amount.

4. "Class Information" means information regarding Class Members that Defendant will in good faith compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; last known home telephone number if any; Social Security Number; start date of employment; and end date of employment. It shall be provided by Defendant to the Settlement Administrator within five (5) calendar days of the Court's approval of the Preliminary Settlement.

5. "Class Members" means all current and former non-exempt employees who worked overnight shifts at Janus of Santa Cruz at any time during the period from December 3, 2016 through March 11, 2022 or the date of preliminary approval, whichever date comes first, except for those individuals who previously signed releases of the claims pled in Plaintiff's operative complaint.

6. "Class Period" means the period from December 3, 2016 through March 11, 2022 or the date of preliminary approval, whichever date comes first.

7. "Class Representative Enhancement Award" means the amount that the Court authorizes to be paid to the Plaintiff from the Gross Settlement Amount, in addition to his Individual Settlement Payment, in recognition of his effort and risk in assisting with the prosecution of the Action.

8. "Court" means the Santa Cruz County Superior Court.

9. "Defendant's Counsel" means Jackson Lewis, P.C.

1 10. "Final Effective Date" means the date on which the Final Judgment becomes
2 effective. It will be the latest of: (i) should an objection be filed by a class member prior to the
3 Final Approval Hearing, the expiration date of the time for the filing or noticing of any form of
4 valid appeal from the Final Judgment by any Class Member who files an objection to the
5 settlement with the Court; or (ii) should no objection be filed, the date the Court executes the
6 Final Approval Order.

7 11. The "Final Judgment" shall mean and refer to the final judgment in the above
8 action. The Parties agree to submit as the Final Judgment the form attached hereto as **Exhibit 1**,
9 subject to the missing information provided by the Parties and any changes required by the
10 Court.

11 12. "Gross Settlement Amount" means Two Hundred Twenty-Five Thousand
12 Dollars (\$225,000.00).

13 13. "Net Settlement Amount" means the Gross Settlement Amount, less Class
14 Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement
15 Administrator Costs. The Net Settlement Amount is exclusive of the employer's share of payroll
16 taxes, which are the separate responsibility of Defendant.

17 14. "Non-PAGA Individual Settlement Payment" means the amount payable from
18 the Net Settlement Amount to each Class Member who does not request to be excluded from
19 this Settlement.

20 15. "Notice" means the Notice of Pendency of Class Action Settlement (substantially
21 in the form attached as **Exhibit 2**).

22 16. "PAGA Payment" means a payment made to the California Labor and Workforce
23 Development Agency in exchange for the release of claims under the Private Attorneys General
24 Act of 2004.

25 17. "PAGA Period" means October 20, 2019 to March 11, 2022 or the date of
26 preliminary approval, whichever date comes first.

1 18. "PAGA Individual Settlement Payments" means the amount payable from the
2 PAGA Settlement Fund to each Class Member who worked during the PAGA Period. Class
3 Members cannot request to be excluded or opt-put of PAGA Individual Settlement Payments.

4 19. "PAGA Settlement Fund" means 25% of the \$25,000 allocated toward PAGA
5 penalties, with the remaining 75% paid to the LWDA.

6 20. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean
7 either Plaintiff or Defendant.

8 21. "Payment Ratio" means the respective Total Weeks Worked for each Class
9 Member divided by the sum of Total Weeks Worked for all participating Class Members.

10 22. "Released Claims" means any and all claims under state, federal, or local law,
11 whether statutory or common law arising out of the claims expressly pleaded in the Actions and
12 all other claims not pled, such as those under the California Labor Code, applicable Wage
13 Orders, regulations, and/or other provisions of law, that could have been pleaded based on the
14 facts pleaded in the Action for unpaid wages (including without limitation overtime and double
15 time pay), meal/rest periods, wage statements, violation of Business and Professions Code
16 §17200, et seq., penalties including waiting time penalties and penalties under the Private
17 Attorney General Act ("PAGA") (arising out of the facts alleged in the pleadings filed in the
18 Action), interest, and attorney's fees.

19 23. "Released Parties" means Defendant and its past or present parents, subsidiaries,
20 and affiliates, officers, directors, employees, partners, agents, insurers, and/or any other
21 individual or entity that could be liable for the acts or omissions of Defendant ("Released
22 Parties").

23 24. "Response Deadline" means the date 45 days after the Settlement Administrator
24 mails the Notice to Class Members and the last date on which Class Members may postmark
25 written requests for exclusion or a Notice of Objection to the Settlement.

26 25. "Settlement" means the disposition of the Action pursuant to this Agreement.

27 26. "Settlement Administration Costs" means the amount to be paid to the Settlement
28 Administrator from the Gross Settlement Amount for administration of this Settlement.

27. "Settlement Administrator" means ILYM Group.

28. "Total Weeks Worked" means the number of weeks worked by Class Members during the Class Period, as estimated by the start and end dates of employment.

RECITALS

29. Procedural History. On October 20, 2020, Plaintiff submitted notice to the California Labor and Workforce Development Agency (“LWDA”) in compliance with the Private Attorney General Act (“PAGA”), Cal. Lab. Code § 2699 *et seq.* The notice detailed: (a) failure to provide meal periods or meal period premium pay; (b) failure to provide rest periods or rest period premium pay; (c) failure to pay at least minimum wage; (d) failure to pay all wages due; (e) failure to pay all wages due at termination; and (f) inaccurate wage statements.

30. December 3, 2020, Plaintiff filed a putative class action in the Superior Court of the County of Santa Cruz. On January 6, 2021, Janus removed this action to the United States District Court in the Northern District of California by invoking the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d). The matter was initially assigned to Magistrate Judge Virginia K. DeMarchi and was later reassigned to the Hon. Beth Labson Freeman. On February 5, 2021, Plaintiff filed a Motion to Remand the action to the Superior Court. On August 5, 2021, the District Court remanded this matter to the Santa Cruz Superior Court, finding that Janus failed to establish more than \$5,000,000 in controversy in this suit.

31. On May 27, 2021, after Plaintiff's Motion to Remand had been fully briefed and before the hearing on the matter, the parties exchanged initial disclosures and production pursuant to Federal Rules of Civil Procedure, Rule 26.

32. The Parties attended mediation on January 11, 2022 with Hon. Carl West (Ret.). The Parties reached an agreement as to all material terms for this Settlement at the conclusion of the mediation session.

TERMS OF AGREEMENT

33. Release As to All Class Members. As of the Effective Date, Plaintiff and the Class Members who are not excluded from this Settlement, on behalf of themselves and each of their heirs, representatives, successors, assigns and attorneys, hereby release Defendant and

1 Released Parties from the Released Claims as consideration for Defendant's payment of the
2 Gross Settlement Amount.

3 34. Plaintiff's Individual General Releases. Additionally, Plaintiff, on behalf of
4 himself and his heirs, representatives, successors, and assigns release Defendant and the
5 Released Parties from any and all claims, demands, rights, liabilities and causes of action of
6 every nature and description whatsoever, known or unknown, asserted or unasserted, whether in
7 tort, contract, or for violation of any state or federal statute, rule, ordinance or regulation arising
8 out of, relating to, or in connection with any act or omission by or on the part of any of the
9 Released Parties prior to the execution of this Agreement. Plaintiff stipulates and agrees that he
10 expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights
11 and benefits of Section 1542 of the California Civil Code, or any comparable provision under
12 federal or state law, which provides:

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

19 Plaintiff may hereafter discover facts in addition to or different from those he now
20 knows or believes to be true with respect to the subject matter of any claims, but shall be
21 deemed to have, and by operation of the Judgment to have, fully, finally, and forever
22 settled and released any and all claims, whether known or unknown, suspected or
23 unsuspected, contingent or non-contingent, which now exist, or heretofore have existed,
24 upon any theory of law or equity now existing or coming into existence in the future,
25 including, but not limited to, conduct that is negligent, intentional, with or without malice,
26 or a breach of any duty, law or rule, without regard to the subsequent discovery or
27 existence of such different or additional facts. Nonetheless, Plaintiff waives and
28 relinquishes any and all rights and protections afforded to them under Section 1542 of the
California Civil Code. Plaintiff waives the right to opt-out or exclude himself from the
Settlement.

1 35. Tax Liability. The Parties make no representations as to the tax treatment or legal
2 effect of the payments called for hereunder, other than that payroll taxes are to be withheld from
3 the portion of the Non-PAGA Individual Settlement Payments classified as wages. The
4 responsibility for any taxes withheld from any Non-PAGA Individual Settlement Payment lies
5 with the individual Class Member receiving such Non-PAGA Individual Settlement Payment.
6 Except as specifically detailed herein, Class Members are not relying on any statement or
7 representation by the Parties with respect to the taxability of any other Non-PAGA Individual
8 Settlement Payments.

9 36. Notice and Preliminary Approval of Settlement. As part of this Settlement,
10 Plaintiff will request that the Court: (a) grant preliminary approval of the Settlement, (b)
11 certify a Settlement Class, (c) approve distribution of Notice to Class Members, and (d)
12 grant final approval of the Settlement. Plaintiff shall request a hearing before the Court to
13 obtain preliminary approval of the Settlement. In conjunction with the hearing, Plaintiff
14 will submit this Agreement, which sets forth the terms of this Settlement, and will include a
15 proposed Notice, as necessary to implement the Settlement.

16 37. Class Counsel will prepare the Motion for Preliminary Approval. Class
17 Counsel shall also submit this Agreement to the Labor & Workforce Development Agency
18 in compliance with PAGA. Class Counsel will comply with all requirements under PAGA
19 regarding settlement of PAGA claims.

20 38. Settlement Administration. Within five (5) calendar days after the Court grants
21 preliminary approval of this Agreement, Defendant shall provide the Settlement Administrator
22 with the Class Information for purposes of mailing the Notice to Class Members.

23 a. Notice By First Class U.S. Mail with Business Reply Mail Postage. Upon
24 receipt of the Class Information, the Settlement Administrator will perform a
25 search based on the National Change of Address Database to update and correct
26 any known or identifiable address changes. Within fifteen (15) calendar days of
27 the order granting preliminary approval, the Settlement Administrator shall mail
28 copies of the Notice to all Class Members via regular First-Class U.S. Mail. The

1 Settlement Administrator shall exercise its best judgment to determine the
2 current mailing address for each Class Member. The address identified by the
3 Settlement Administrator as the current mailing address shall be presumed to be
4 the best mailing address for each Class Member.

5 i. Undeliverable Notices. Any Notice returned to the Settlement
6 Administrator as non-delivered on or before the Response Deadline shall be
7 re-mailed to the forwarding address affixed thereto. If no forwarding
8 address is provided, the Settlement Administrator shall promptly attempt to
9 determine a correct address by use of skip-tracing, or other search using the
10 name, address and/or Social Security number of the respective Class
11 Member and perform a re-mailing if another mailing address is identified
12 by the Settlement Administrator. If a Class Member's Notice is returned to
13 the Settlement Administrator more than once as non-deliverable on or
14 before the Response Deadline, then an additional Notice need not be re-
15 mailed, and the Class Member is deemed to have received Notice.

16 b. No Claim Form Necessary. All Class Members who do not request to be
17 excluded from the Settlement will receive Individual Settlement Payments from
18 the Net Settlement Amount; submission of a claim form is not necessary to
19 receive an Non-PAGA Individual Settlement Payment. Estimated Non-PAGA
20 Individual Settlement Payments will be stated in the Notice.

21 i. Disputes Regarding Individual Settlement Payments. Class
22 Members will have the opportunity, should they disagree with Defendant's
23 records regarding their employment dates or Total Weeks Worked, to
24 provide documentation and/or an explanation to correct the information and
25 seek modification of their estimated Individual Settlement Payments. If
26 there is a dispute, the Settlement Administrator will consult with the Parties
27 to determine whether an adjustment is warranted. The Settlement
28 Administrator shall determine the eligibility for, and the amounts of, any

1 Individual Settlement Payments under the terms of this Agreement. The
2 Settlement Administrator's determination of the eligibility for and amount
3 of any Individual Settlement Payment shall be final and binding upon the
4 Class Members and the Parties.

5 ii. Disputes Regarding Administration of Settlement. Any disputes
6 not resolved concerning the administration of the Settlement will be
7 resolved by the Court, under the laws of the State of California. Prior to any
8 such involvement of the Court, counsel for the Parties will confer in good
9 faith to resolve the disputes without the necessity of involving the Court.

10 c. Exclusions. The Notice shall state that Class Members who wish to
11 exclude themselves from the Settlement must submit a written request for
12 exclusion by the Response Deadline. The written request for exclusion must:
13 (1) contain the name, address, and telephone number of the person
14 requesting exclusion, (2) be signed by the Class Member; (3) be postmarked
15 by the Response Deadline and returned to the Settlement Administrator at the
16 specified address; and (4) state the Class Member's intent to request
17 exclusion, opt-out, or words to that effect. If a signed request for exclusion is
18 not timely submitted stating the name and address of the Class Member, it
19 will not be deemed valid for exclusion from this Settlement. The date of the
20 postmark on the return mailing envelope of the request for exclusion shall be
21 the exclusive means used to determine whether the request for exclusion was
22 timely submitted. Any Class Member who requests to be excluded from the
23 Settlement Class will not be entitled to any recovery under the Settlement
24 and will not be bound by the terms of the Settlement or have any right to
25 object, appeal or comment thereon. Class Members who fail to submit a valid
26 and timely written request for exclusion on or before the Response Deadline
27 shall be bound by all terms of the Settlement and any Judgment entered in
28 this Action, if the Settlement is finally approved by the Court. Class

1 Members cannot opt-out or exclude themselves from the PAGA related
2 portion of the Settlement.

3 i. No later than ten (10) calendar days after the Response Deadline,
4 the Settlement Administrator shall provide counsel for the Parties with a
5 complete list of all Class Members who have timely submitted written
6 requests for exclusion. At no time shall any of the Parties or their counsel
7 seek to solicit or otherwise encourage members of the Class to submit
8 requests for exclusion from the Settlement.

9 ii. No later than thirty (30) calendar days after the Response
10 Deadline, the Settlement Administrator will provide Defendant with an
11 accounting of all payments and awards payable from the Gross Settlement
12 Amount.

13 d. Objections. The Notice shall state that Class Members who wish to object
14 to the Settlement may mail to the Settlement Administrator a written statement of
15 objection ("Notice of Objection") by the Response Deadline. The date of the
16 postmark on the return envelope shall be the exclusive means for determining
17 whether a Notice of Objection was timely submitted. The Notice of Objection
18 must be signed by the Class Member and state: (1) the full name of the Class
19 Member, and (2) the specific basis for the objection. Class Counsel shall include
20 all objections received and Plaintiff's response(s) with Plaintiff's motion for final
21 approval of the Settlement. Class Members who submit a timely Notice of
22 Objection will have a right to have their objections heard at the Final
23 Approval/Settlement Fairness Hearing. Class Counsel shall not represent any
24 Class Members with respect to any such objections.

25 e. No Solicitation of Settlement Objections or Exclusions. The Parties agree
26 to use their best efforts to carry out the terms of this Settlement. At no time shall
27 any of the Parties or their counsel seek to solicit or otherwise encourage Class
28

Members to submit either Notices of Objection to the Settlement or requests for exclusion from the Settlement, or to appeal from the Court's Final Judgment.

39. Funding and Allocation of Gross Settlement Amount. Defendant shall pay \$225,000 towards the Gross Settlement Amount. The Gross Settlement Amount of \$225,000 is to be deposited by Defendant in an interest-bearing account set up by the Settlement Administrator. The interest-bearing account must be set up no later than May 1, 2022. The Gross Settlement Amount of \$225,000 to be deposited in an interest-bearing account set up by the Settlement Administrator no later than thirty (30) days after the Court grants preliminary approval of the settlement but can be deposited earlier at a date convenient to Defendant. Payments from the Gross Settlement Amount shall be made, as specified in this Agreement and approved by the Court, for: (1) Non-PAGA Individual Settlement Payments to Class Members who do not request to be excluded, (2) PAGA Settlement Individual Settlement Payments to Class Members, (3) Class Representative Enhancement Award, (4) Class Counsel Award, (5) PAGA Payment, and (6) the Settlement Administration Costs.

a. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the terms set forth herein. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to the respective Class Member's last known mailing address within 10 business days after the Effective Date. Individual Settlement Payments will be allocated as follows: 20% as wages (subject to W-2 IRS withholdings and payroll taxes). Defendant shall pay the employer's share of any payroll taxes or withholdings separate and apart from the Gross Settlement Amount), and 80% as penalties and interest (to be reported on 1099s). Any checks issued to Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance.

i. Calculation of Non-PAGA Individual Settlement Payments. Defendant will provide to Plaintiff sufficient information to calculate available Non-PAGA Individual Settlement Payments to all Class

1 Members. This information includes the dates of employment of each
2 Class Member. For each Class Member, the Total Weeks Worked will be
3 calculated. The respective Total Weeks Worked for each Class Member
4 will be divided by the Total Weeks Worked for all Class Members,
5 resulting in the Payment Ratio for each Class Member. Each Class
6 Member's Payment Ratio is then multiplied by the Net Settlement
7 Amount to determine his or her Non-PAGA Individual Settlement
8 Payment. Each Non-PAGA Individual Settlement Payment will be
9 reduced by any legally mandated deductions or withholdings for each
10 Class Member. Class Members are not eligible to receive any
11 compensation under the Settlement other than Non-PAGA Individual
12 Settlement Payments and the PAGA Individual Settlement Payment
13 defined below.

14 ii. Calculation of PAGA Individual Settlement Payments. Class
15 Members cannot opt-out or exclude themselves from the PAGA related
16 portion of the Settlement. Defendant will provide to Plaintiff sufficient
17 information to calculate PAGA Individual Settlement Payments to all
18 Class Members. This information includes the dates of employment of
19 each Class Member. For each Class Member, the Total Weeks Worked in
20 the PAGA period will be calculated. The respective Total Weeks Worked
21 for each Class Member will be divided by the Total Weeks Worked in the
22 PAGA period for all Class Members, resulting in the Payment Ratio for
23 each Class Member. Each Class Member's Payment Ratio is then
24 multiplied by the PAGA Settlement Fund to determine his or her PAGA
25 Individual Settlement Payment. Each PAGA Individual Settlement
26 Payment will be reduced by any legally mandated deductions or
27 withholdings for each Class Member. This PAGA Individual Settlement
28

1 Payment is separate from and in addition to the Non-PAGA Individual
2 Settlement Payment you may receive in this case.

3 b. Cy Pres Charity. In accordance with California Rule of Civil Procedure
4 section 384, any unpaid cash residue or unclaimed or abandoned class member
5 funds, plus any accrued interest that has not otherwise been distributed pursuant
6 to order of this Court, shall be paid to Children and Youth Program – Monarch
7 Services.

8 c. Class Representative Enhancement Award. Subject to Court approval, in
9 exchange for the release of all Released Claims, a general release under
10 Section 1542 of the California Civil Code, and for their time and effort in
11 bringing and prosecuting this matter, Plaintiff shall be paid from the Gross
12 Settlement Amount up to Five Thousand Dollars (\$5,000.00), subject to Court
13 approval. The Class Representative Enhancement Award shall be paid to Plaintiff
14 from the Gross Settlement Amount no later than 10 calendar days following the
15 date on which the settlement is funded in accordance with Paragraph 39. Any
16 portion of the requested Class Representative Enhancement Award that is not
17 awarded to the Class Representative shall be part of the Net Settlement Amount
18 and shall be distributed to Class Members as provided in this Agreement. The
19 Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for
20 his Class Representative Enhancement Award. Plaintiff shall be solely and
21 legally responsible to pay any and all applicable taxes on his Class
22 Representative Enhancement Award and shall hold harmless Defendant and
23 Released Parties from any claim or liability for taxes, penalties, or interest arising
24 as a result of the Class Representative Enhancement Award. The Class
25 Representative Enhancement Award shall be in addition to the Plaintiff's
26 Individual Settlement Payment as a Class Member.

27 d. Class Counsel Award. Class Counsel may apply for an award of
28 attorneys' fees not to exceed \$74,250 or one-third of the Gross Settlement

1 Amount. Class Counsel may apply for an award of the reimbursement of actual
2 costs of up to \$10,000, subject to submission of records to the Court, associated
3 with Class Counsel's prosecution of this Action from the Gross Settlement
4 Amount, and Class Counsel agrees not to appeal any award of attorneys' fees or
5 costs. Any portion of the requested Class Counsel Award that is not awarded to
6 Class Counsel shall be part of the Net Settlement Amount and distributed to
7 Class Members as provided in this Agreement. So long as there are no
8 objections, Class Counsel shall be paid any Court-approved fees and costs no
9 later than 10 calendar days after the Effective Date. Class Counsel shall be solely
10 and legally responsible to pay all applicable taxes on the payment made pursuant
11 to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 –
12 MISC to Class Counsel for the payments made pursuant to this paragraph. This
13 Settlement is not contingent upon the Court awarding Class Counsel any
14 particular amount in attorneys' fees and costs.

15 e. PAGA Payment. \$25,000 shall be allocated to the release of Plaintiff's
16 PAGA claim. From that allocation, the Settlement Administrator shall make the
17 PAGA Payment to the California Labor and Workforce Development Agency in
18 the amount of \$18,750. The PAGA Payment will be paid from the Gross
19 Settlement Amount within ten (10) calendar days after the Effective Date
20 following the date on which the settlement is funded in accordance with
21 Paragraph 39. The remaining \$6,250 of the amount allocated to the release of
22 Plaintiff's PAGA claim shall be included as part of the PAGA Settlement
23 Amount for payment to PAGA Class Members who do not request to be
24 excluded from the Settlement.

25 f. Settlement Administration Costs. The Settlement Administrator shall be
26 paid for the costs of administration of the Settlement from the Gross Settlement
27 Amount. The capped cost of administration for this Settlement is \$5,500. The
28 Settlement Administrator shall provide the Parties with a declaration to support

1 the cost of administration. The Settlement Administrator shall be paid the
2 Settlement Administration Costs no later than ten (10) calendar days following
3 the date on which the settlement is funded in accordance with Paragraph 39. The
4 Settlement Administrator, on Defendant's behalf, shall have the authority and
5 obligation to make payments, credits and disbursements, including in the manner
6 set forth herein, to Class Members, calculated in accordance with the
7 methodology set out in this Agreement and orders of the Court.

8 i. The Parties agree to cooperate in the Settlement Administration
9 process and to make all reasonable efforts to control and minimize the
10 costs and expenses incurred in administration of the Settlement. The
11 Parties each represent they do not have any financial interest in the
12 Settlement Administrator or otherwise have a relationship with the
13 Settlement Administrator that could create a conflict of interest.

14 ii. The Settlement Administrator shall be responsible for: processing
15 and mailing payments from Defendant to the Plaintiff, Class Counsel,
16 Class Members, the California Labor and Workforce Development
17 Agency, California State Treasury, and State of California Unclaimed
18 Wages Fund; printing and mailing the Notice to the Class Members, as
19 directed by the Court; receiving and reporting the requests for exclusion
20 and Notices of Objection submitted by Class Members; distributing all
21 tax forms for payments under this Agreement; providing declaration(s)
22 and reports as necessary in support of preliminary and final approval of
23 this Settlement; and other tasks as the Parties mutually agree or the Court
24 orders the Settlement Administrator to perform both before and after
25 distribution of the Gross Settlement Amount. The Settlement
26 Administrator shall keep the Parties timely apprised of the performance
27 of all Settlement Administrator responsibilities.
28

1 g. No person shall have any claim against Defendant, Defendant's Counsel,
2 Plaintiff, Class Members, Class Counsel or the Settlement Administrator based
3 on distributions and payments made in accordance with this Agreement.

4 40. Final Settlement Approval Hearing and Entry of Final Judgment. Upon
5 expiration of the Response Deadline, with the Court's permission, a Final
6 Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the
7 Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the
8 Class Representative Enhancement Award, (iii) Individual Settlement Payments, (iv) the
9 Settlement Administration Cost, and (v) the PAGA Payment. Pursuant to California Rule of
10 Court 3.769(h), after granting final approval, the Court shall retain jurisdiction over the
11 Parties to enforce the terms of the judgment.

12 41. Option to Terminate Settlement. If more than ten percent (10%) of all Class
13 Members submit written requests for exclusion from the Settlement, Defendant shall have,
14 in its sole discretion, the option to terminate this Settlement. In such case, Defendant's
15 Counsel will notify Class Counsel of the decision to terminate the Settlement within ten
16 (10) calendar days following a final report by the Settlement Administrator of the number
17 of requests for exclusion. Further, to the extent Defendant have made any payments under
18 this Agreement, all payments shall be fully refunded to Defendant, except that any fees
19 already incurred by the Settlement Administrator shall be paid Defendant, and the Parties
20 shall proceed in all respects as though this Agreement had not been executed.

21 42. Nullification of Settlement Agreement. In the event: (i) the Court does not
22 enter an order for preliminary approval; (ii) the Court does not enter an order for final
23 approval; (iii) the Court does not enter a Final Judgment, (iv) the Effective Date is not
24 triggered, or (v) the Settlement does not become final for any other reason, this Settlement
25 Agreement shall be null and void and any order or judgment entered by the Court in
26 furtherance of this Settlement shall be treated as void from the beginning. In such case,
27 Defendant shall not make any payment under this Agreement, and the Parties shall proceed
28 in all respects as if this Agreement had not been executed, except that any fees already

1 incurred by the Settlement Administrator shall be paid by the Parties in equal shares. In
2 such a case, this Agreement or its related exhibits may not be admissible in evidence, nor
3 may it be used in discovery.

4 43. No Effect or Trigger on Employee Benefits. Amounts paid to Plaintiff or
5 other Class Members pursuant to this Agreement shall be deemed not to be pensionable
6 earnings and shall not trigger or have any effect on the eligibility for, or calculation of, any
7 of the employee earnings, benefits (e.g., vacations, holiday pay, retirement plans, etc.) or
8 bonuses of the Plaintiff or Class Members.

9 44. No Admission by Defendant. Defendant denies any and all claims alleged in
10 this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or
11 admission of any liability or wrongdoing by Defendant, and it shall not be used against
12 Defendant as an admission with respect to any claim of fault, concession or omission by
13 Defendant in this or any other proceeding.

14 45. Exhibits and Headings. The terms of this Agreement include the terms set
15 forth in the attached exhibits, which are incorporated by this reference as though fully set
16 forth herein. The exhibits to this Agreement are an integral part of the Settlement; however,
17 the terms of this Agreement control in case of conflict. The descriptive headings of any
18 paragraphs or sections of this Agreement are inserted for convenience of reference only.

19 46. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
20 Action, except such proceedings necessary to implement and complete the Settlement,
21 pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

22 47. Amendment or Modification. This Agreement may be amended or modified
23 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

24 48. Entire Agreement. This Agreement and the attached exhibits constitute the
25 entire Agreement among these Parties, and no oral or written representations, warranties or
26 inducements have been made to any Party concerning this Agreement or its exhibits other
27 than the representations, warranties and covenants contained and memorialized in the
28 Agreement and its exhibits.

1 49. Authorization to Enter into Settlement Agreement. While the decision to
2 enter this Agreement is the Parties' alone, Counsel for the Parties warrant and represent
3 they have been and are expressly authorized by the Party whom they each represent to
4 negotiate this Agreement, and to take all appropriate actions required or permitted to be
5 taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any
6 other documents required to effectuate the terms of this Agreement, following the Parties'
7 execution of this Agreement. The Parties and their counsel will cooperate with each other
8 and use their best efforts to effect the implementation of the Settlement. In the event the
9 Parties are unable to reach an agreement on the form or content of any document needed to
10 implement the Settlement, or on any supplemental provisions that may become necessary to
11 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or
12 mediator to resolve such disagreement. The person signing this Agreement on behalf of
13 Defendant represents and warrants that he/she is authorized to sign this Agreement on
14 behalf of Defendant. The person signing this Agreement on behalf of Plaintiff represents
15 and warrants that he/she is authorized to sign this Agreement and that he/she has not
16 assigned any claim, or part of a claim, covered by this Settlement to a third-party.

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

20 51. California Law Governs. All terms of this Agreement and the exhibits hereto
21 shall be governed by and interpreted according to the laws of the State of California.

22 52. Counterparts. This Agreement may be executed in one or more counterparts
23 and/or electronically. All executed counterparts together shall be deemed to be one and the
24 same instrument.

25 53. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
26 Settlement is a fair, adequate and reasonable settlement of this Action under the
27 circumstances unique to the Parties and have arrived at this Settlement after extensive
28 arms-length negotiations, taking into account all relevant factors, present and potential.

54. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

55. Invalidity of Any Provision. In the event that any word, paragraph, clause, or portion of this Agreement is deemed illegal or unenforceable, it shall be stricken, and the remainder of the Agreement shall be enforced. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

PLAINTIFF

Date: 5/5/2022

DocuSigned by:

Nick Brown

79129071E994437

NICK BROWN

CLASS COUNSEL

HENNIG KRAMER RUIZ & SINGH, LLP

Date: 5/5/2022

DocuSigned by:

Jennifer Kramer

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Jennifer Kramer
Brandon Ruiz
Attorneys for the Class Members

DEFENDANT

Date: _____

Amber Williams
Chief Executive Officer, Janus of Santa Cruz

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DEFENDANT'S COUNSEL
JACKSON LEWIS P.C.

Date: _____

Isabella L. Shin
Attorneys for Defendant
Janus of Santa Cruz

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54. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

55. Invalidity of Any Provision. In the event that any word, paragraph, clause, or portion of this Agreement is deemed illegal or unenforceable, it shall be stricken, and the remainder of the Agreement shall be enforced. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

PLAINTIFF

Date: _____

NICK BROWN

CLASS COUNSEL

HENNIG KRAMER RUIZ & SINGH, LLP

Date: _____

Jennifer Kramer
Brandon Ruiz
Attorneys for the Class Members

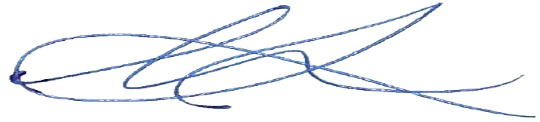
DEFENDANT

Date: 05/03/2022

Amber Williams
Amber Williams
Chief Executive Officer, Janus of Santa Cruz

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DEFENDANT'S COUNSEL
JACKSON LEWIS P.C.



Date: May 3, 2022

Isabella L. Shin
Attorneys for Defendant
Janus of Santa Cruz

EXHIBIT 1

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CRUZ

NICK BROWN, as an individual and on
behalf of others similarly situated,

Plaintiff,

vs.

JANUS OF SANTA CRUZ, a California
Corporation; and DOES 1 through 50,
Inclusive.

Case No.: 20CV02522

Assigned to the Hon. Timothy Volkmann,
Department 5

[PROPOSED] FINAL JUDGMENT

Date: xx
Time: xx
Dept: 5

1 **FINAL JUDGMENT**

2 This Court, having granted final approval of the Stipulation and Agreement to Settle Class
3 Action (“Settlement”) between Plaintiff, NICK BROWN (“Plaintiff”), on behalf of himself and
4 the Settlement Class Members, on the one hand, and Defendant, JANUS OF SANTA CRUZ
5 (“Defendant”), on the other hand, in the above-entitled case, as set forth in the Court’s Order
6 Granting Final Approval to Class Action Settlement, Awarding Class Counsel Fees and Costs,
7 Awarding Enhancement Payment to Class Representatives; Approving Payment of PAGA
8 Penalties, and Entering Final Judgment, dated and entered on [REDACTED] (“Final Approval
9 Order”), and due and adequate notice having been given to the Class Members as required by the
10 Court’s orders,

11 **HEREBY ENTERS JUDGMENT AS FOLLOWS:**

12 1. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court hereby enters
13 judgment consistent with and as expressly set forth in the terms of the Settlement, as modified by
14 the Final Approval Order, in the above-entitled case for Plaintiff and the [REDACTED] Class Members who
15 did not exclude themselves from the Settlement and who are identified in the class lists that
16 Defendant provided to the Settlement Administrator.

17 2. Except as noted below, the Class Members bound by this Judgment include any
18 and all current and former non-exempt employees who worked overnight shifts at Janus of Santa
19 Cruz at any time during the period from December 3, 2016 through [REDACTED], except for those
20 individuals who previously signed releases of the claims pled in Plaintiff’s operative complaint.

21 3. The Class Members do not include the following persons who timely and properly
22 filed requests exclusion from the Settlement: [REDACTED].

23 4. The Class Representative and each Class Member, on their behalf and on behalf of
24 their respective spouses, heirs, executors, administrators, agents, and attorneys, fully and forever
25 release and discharge Defendant from all claims under state, federal, or local law, whether
26 statutory or common law arising out of the claims expressly pleaded in the Actions and all other
27 claims not pled, such as those under the California Labor Code, applicable Wage Orders,
28 regulations, and/or other provisions of law, that could have been pleaded based on the facts

1 pleaded in the Action for unpaid wages (including without limitation overtime and double time
2 pay), meal/rest periods, wage statements, violation of Business and Professions Code §17200, et
3 seq., penalties including waiting time penalties and penalties under the Private Attorney General
4 Act (“PAGA”) (arising out of the facts alleged in the pleadings filed in the Action), interest, and
5 attorney’s fees. It avoids further costs and risks of continuing the lawsuit towards trial, pays
6 money to Settlement Class Members who do not request to be excluded, and releases Defendant
7 from liability from the claims asserted in this lawsuit (collectively, the “Released Claims”).

8 5. Class Representative and the Class Members are not waiving any rights that
9 cannot legally be waived, including (i) any claims for unemployment compensation or workers’
10 compensation benefits or (ii) any claims relating solely to the validity or enforceability of this
11 Agreement. Subject to the foregoing, this Agreement shall operate as a general release of any and
12 all claims to the fullest extent of applicable law.

13 6. Class Representative and the Class Members forever agree that they, and each of
14 them, shall not institute, nor accept any other relief from, any other suit, class or collective action,
15 administrative claim, or other claim of any sort or nature whatsoever against Defendants, relating
16 to the Released Claims for any period up to and including the Effective Date.

17 7. As of the Effective Date, each and every Released Claim of each and every Class
18 Member is and shall be deemed to be conclusively released as against the Defendant Releasees.
19 All Class Members as of the Effective Date are hereby forever barred and enjoined from
20 prosecuting the Released Claims contained in the Settlement against the Defendant Releasees.

21 8. The Settlement is not an admission by Defendants or any of the other Defendant
22 Releasees, nor is this Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendants or any of the other Defendant Releasees. Neither this Judgment, the
24 Settlement, any document referred to in the Settlement, nor any action taken to carry out the
25 Settlement is, may be construed as, or may be used as an admission by or against Defendants or
26 any of the other Defendant Releasees of any fault, wrongdoing, or liability whatsoever. The
27 entering into or carrying out of the Settlement, and any related negotiations or proceedings, shall
28 not in any event be construed as, or deemed to be evidence of, an admission or concession with

1 regard to the denials or defenses by Defendants or any of the other Defendant Releasees and shall
2 not be offered in evidence in any action or proceeding against Defendants or any of the Defendant
3 Releasees in any court, administrative agency, or other tribunal for any purpose whatsoever other
4 than to enforce the provisions of this Judgment, the Settlement, or any related agreement or
5 release. Notwithstanding these restrictions, any of the Defendant Releasees may file in the Action
6 or in any other proceeding the Judgment, Settlement, or any other papers and records on file in
7 the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
8 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
9 Wage Claims.

10 9. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of
11 the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
12 action, the Class Representative, the Class Members, and Defendant for the purposes of the
13 enforcement of the terms of this Judgment, the interpretation, implementation and enforcement of
14 the Settlement, and the enforcement of all orders entered in connection with the Settlement.

15 10. The Settlement Administrator shall post a copy of this signed judgment for thirty
16 (30) calendar days on its website in compliance with Rule 3.771(b) of the California Rules of
17 Court in order to provide notice to the Class Members of this Judgment.

18 11. This Judgment is intended to be a final disposition of the above-entitled action in
19 its entirety, and it is intended to be immediately appealable.

20 **IT IS SO ORDERED.**

21
22 Dated: _____

23 _____
JUDGE OF THE SUPERIOR COURT

EXHIBIT 2

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ**

NICK BROWN, as an individual and on behalf
of others similarly situated,

PLAINTIFF,

vs.

JANUS OF SANTA CRUZ, a California
Corporation; and DOES 1 through 50, Inclusive,

DEFENDANTS.

Case No.: 20CV02522

Assigned to the Hon. Timothy Volkmann,
Department 5

**NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT AND FINAL
HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION LAWSUIT
SETTLEMENT.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A proposed class action settlement will provide \$225,000 (“Gross Settlement Amount”) for distribution to current and former non-exempt employees who worked overnight shifts at Janus of Santa Cruz at any time during the period from December 3, 2016 through [REDACTED], except for those individuals who previously signed releases of the claims pled in Plaintiff’s operative complaint (“Class Members”).
- You have received this Notice because Janus of Santa Cruz’s (“Janus”) records indicate that you may be a Class Member, and therefore entitled to a payment from this Settlement. On _____, Judge Timothy Volkmann of the Superior Court of the State of California for the County of Santa Cruz granted preliminary approval of this Settlement and ordered that all Class Members be notified of the Settlement.
- The Settlement shall finally resolve all claims arising out of or related to: unpaid wages (including without limitation overtime and double time pay), meal/rest period violations, wage statements violations, violations of Business and Professions Code § 17200, et seq., penalties including, but not limited to, waiting time penalties and penalties under the Private Attorney General Act (“PAGA”) (arising out of the facts alleged in the pleadings filed in the Action), interest, and attorney’s fees. It avoids further costs and risks of continuing the lawsuit towards trial, pays money to Class Members who do not request to be excluded, and releases Defendant from liability from the claims asserted in this lawsuit.
- Hennig Kramer Ruiz & Singh LLP are Counsel for Plaintiff Nick Brown and the class (“Class Counsel.”) Class Counsel will ask the Court to award them up to \$74,250 as attorneys’ fees and up to \$10,000 as expenses for investigating the facts, litigating the case, and negotiating the Settlement. Plaintiff Nick Brown will also request an enhancement payment of up to \$5,000. These amounts will be paid from the Gross Settlement Amounts if approved by the Court.
- Defendant denies any and all liability or wrongdoing, and the Court has not ruled on the merits of Plaintiff’s claims.
- The Court has only preliminarily approved the proposed Joint Stipulation Of Settlement And Release To Settle Class Action. The Court will decide whether to give final approval to the

Settlement at the Final Fairness and Approval Hearing. **Your legal rights may be affected whether you act or do not act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You will be paid your Individual Settlement Payment in exchange for releasing the Released Claims against Defendant and Released Parties. If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself	You will not be paid your Individual Settlement Payment, and you will retain any rights to sue for the Released Claims against Defendant. You will not be able to object to the Settlement.
Object	You will tell the Court why you don't agree with the Settlement, following the procedures described more fully below. The Court may or may not agree with your objection. However, if the Court does not agree with your objection, you may still be paid your Individual Settlement Payment.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit and informs you of your legal rights under that proposed settlement. You have received this notice because you may be a member of the Settlement Class.

WHAT IS THIS LAWSUIT ABOUT?

On December 3, 2020, Plaintiff initiated the Action by filing a Complaint on behalf of himself and all other employees similarly situated. Plaintiff's Action includes class claims for unpaid compensation, violation of meal and rest breaks, failure to timely pay all wages during employment and upon separation of employment, violation of wage statement requirements, violation of unfair competition laws under Cal. Bus. and Prof. Code §§ 17200, *et seq.*, and seeks penalties under Cal. Lab. Code §§ 2698, *et seq.*

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

Plaintiff filed a putative class action asserting certain claims against Defendant. Defendant denies any and all liability or wrongdoing. The Court did not decide in favor of Plaintiff or Defendant. There was no trial. Instead, all parties agreed to a proposed class action settlement to avoid further costs, risks, and uncertainty at trial in exchange for the Gross Settlement Amount and Release of Claims against Defendant and Released Parties. Plaintiff and Class Counsel think the settlement is fair, reasonable and adequate and in the best interests of all Class Members. The Court has only preliminarily approved the proposed Joint Stipulation Of Settlement And Release To Settle Class Action. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing referenced below.

B. Who is in the Settlement Class?

All current and former non-exempt employees who worked overnight shifts at Janus of Santa Cruz at any time during the period from December 3, 2016 through [REDACTED], except for those individuals who previously signed releases of the claims pled in Plaintiff's operative complaint.

C. What does the Settlement provide?

1. Gross Settlement Amount.

Defendant will pay \$225,000 to settle the class claims. The following sums will be paid from the Gross Settlement Amount: (1) Class Counsel's attorneys' fees in an amount set by the Court not to exceed \$74,250 and Class Counsel's documented litigation costs in an amount set by the Court not to exceed \$10,000; (2) a service payment to the Class Representative set by the court, not to exceed \$5,000 for his service as class representative in the Action; (3) a reasonable amount set by the Court to the settlement administrator for administering the settlement, \$[REDACTED], and (4) a payment to the Labor and Workforce Development Agency, in the amount of \$18,750 (equal to 75% of the \$25,000 allocation for the release of Plaintiff's PAGA claims). The amount of the Gross Settlement Amount remaining after these payments is the "Net Settlement Amount," estimated to be \$[REDACTED] payable to Class Members who do not request to be excluded.

D. What are you giving up to get a payment or stay in the Class?

If the proposed Settlement is approved by the Court, a judgment will be entered such that each Class Member who has not submitted a timely and valid Request for Exclusion will release and discharge Defendant from all claims arising, at any time from December 3, 2016 to [REDACTED], out of or related to: unpaid wages (including without limitation overtime and double time pay), meal/rest period violations, wage statement violations, violations of Business and Professions Code §17200, et seq., penalties including, but not limited to, waiting time penalties and penalties under the Private Attorney General Act ("PAGA") (arising out of the facts alleged in the pleadings filed in the Action), interest, and attorney's fees (the "Released Claims").

The Class Members' Released Claims do not include a release of *all* your rights you have as an employee or former employee of Defendant. The Released Claims are specifically limited to the claims set forth above.

E. How is my share of the Settlement calculated?

Each Class Member (who does not opt out of the class action portion of this Settlement) shall receive an Individual Settlement Amount, which is a proportionate share of the Net Settlement Amount.

Calculation of Non-PAGA Individual Settlement Payments. Defendant will provide to the Settlement Administrator sufficient information to calculate Non-PAGA Individual Settlement Payments to all Class Members. This information includes the dates of employment of each Class Member. For each Class Member, the Total Weeks Worked will be calculated. The respective Total Weeks Worked for each Class Member will be divided by the Total Weeks Worked for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated deductions or withholdings for each Class Member. Class Members are not eligible to receive any compensation under the Settlement other than Non-PAGA Individual Settlement Payments and the PAGA Individual Settlement Payment defined below.

Calculation of PAGA Individual Settlement Payments. Because the State of California has released its PAGA claims through this Settlement, you are precluded from bringing any and all claims relating to penalties under PAGA for violations of Cal. Lab. Code §§ 201-204, 210, 221, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and violations of IWC Wage Order No. 5-2001(1), (3), (4), (5), (7), (11), (12), & (20) that accrued during your employment with Janus from December 3, 2016 to [REDACTED]. You cannot opt-out or exclude yourself from the PAGA related portion of the Settlement. Defendant will provide to Settlement Administrator sufficient information to calculate PAGA Individual Settlement Payments to all Class Members. This information includes the dates of employment of each Class Member. For each Class Member, the Total Weeks Worked will be calculated. The respective Total Weeks Worked for each Class Member will be divided by the Total Weeks Worked for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio is then multiplied by the PAGA Settlement Fund to determine his or her PAGA Individual Settlement Payment. Each PAGA Individual Payment will be reduced by any legally mandated deductions or withholdings for each Class Member. This PAGA Individual Settlement Payment is separate from and in addition to the Non-PAGA Individual Settlement Payment you may receive in this case.

A "workweek" defined as more than 4 days worked between Sunday morning at midnight until Saturday night at midnight.

According to the records of Defendant, you did not sign a release that affects the calculation of your Non-PAGA Individual Payment Amount. Also, according to the records of Defendant, your Total Weeks Worked during the Class Period is: [REDACTED]. Based on this number, your estimated Non-PAGA Individual Payment Amount is [REDACTED]. Your PAGA Individual Settlement Payment is [REDACTED]. These amounts are subject to change based on the final ruling of the Court and the number of Class Members who request to be excluded from the Settlement.

Non-PAGA Individual Settlement Payments will be allocated as follows: 20% as wages (subject to W-2 IRS withholdings and payroll taxes.), 80% as penalties and interest (to be reported on 1099s).

Please be advised that the number of Total Weeks Worked listed above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the number of weeks worked listed above, please submit an explanation and evidence to the Settlement Administrator no later than 45 days after the mailing of this Notice. In the event of a dispute about the correct number of Total Weeks Worked, the Settlement Administrator will resolve the challenge and will make a final and binding determination without hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a Final Fairness Hearing regarding the proposed settlement on [REDACTED], at [REDACTED], in Department 5 of the Santa Cruz County Superior Court. The Court will determine: (i) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Class Members; (ii) whether the Class Members should be bound by the terms of the Settlement; (iii) the amount of the attorneys' fees and costs to be awarded to Class Counsel; (v) the amount that should be awarded to Plaintiff as a service payment, (vi) the amount awarded to the Settlement Administrator, and (vii) the amount payable to the Labor and Workforce Development Agency. At the Final Settlement Hearing, the Court may hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing at your own expense, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself, but Class Counsel will not represent you with respect to

any objections to the Settlement. Please indicate whether you will be attending at the Final Fairness Hearing on the objection form.

You have the right to appear remotely at the Final Fairness Hearing. For more information about how to appear remotely for hearings, please go to the Santa Cruz County Superior Court website and look for Participating Remotely by Zoom:

<https://www.santacruz.courts.ca.gov/online-services/participating-remotely-zoom>

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the number of Total Weeks Worked, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than 45 days after the mailing date of this Notice. The Settlement Administrator's address is provided below.

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement by sending a writing to the Settlement Administrator, no later than 45 days after the mailing date of this Notice. The date of the postmark on the return envelope shall be the exclusive means for determining that a Notice of Objection was timely submitted. The Notice of Objection must be signed by the Class Member and state: (1) the full name of the Member and (2) the basis for the objection. Class Counsel shall include all objections received and Plaintiff's response(s) with Plaintiff's motion for final approval of the Settlement. Class Members who submit a timely Notice of Objection will have a right to have their objections heard at the Final Approval/Settlement Fairness Hearing. Please indicate whether you will be attending at the Final Fairness Hearing on the objection form. Class Counsel shall not represent any Class Members with respect to any such objections. The Settlement Administrator's address is listed below.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement, and you will not be bound by a judgment in this case. The written request for exclusion must be sent to the Settlement Administrator and postmarked no later than 45 days from the date of the mailing of this Notice and: (1) must contain the name, address, and telephone number of the person requesting exclusion, (2) must be signed by the Class Member; (3) must be postmarked by 45 days from the date of the mailing of this Notice and returned to the Settlement Administrator at the specified address below; and (4) must describe the Class Member's intent to request exclusion, opt-out, or words to that effect. If a signed request for exclusion is not timely submitted stating the name and address of the Class Member, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be

entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely written request for exclusion shall be bound by all terms of the Settlement and any Judgment entered in this Action, if the Settlement is finally approved by the Court. The Settlement Administrator's address is listed below.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the settlement, you may review the detailed Agreement which is on file with the Clerk of the Court. You may also review the terms of this Agreement online by visiting the Case Lookup at: <https://portal.santacruzcourt.org/portal>. Follow the instructions and use Case Number 20CV02522.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [REDACTED]. Please refer to the Janus Class Action Settlement. You may also contact Class Counsel below to discuss the settlement or obtain a copy of the Settlement Agreement. Additionally, you may access the Settlement Agreement at the 701 Ocean Street, Santa Cruz, CA 95060.

BROWN v. JANUS
Settlement Administrator
[REDACTED]

Class Counsel
Jennifer Kramer
Brandon Ruiz
Helen You
HENNIG KRAMER RUIZ & SINGH, LLP
3600 Wilshire Blvd., Suite 1908
Los Angeles, CA 90010
Telephone: (213) 310-8301
Facsimile: (213) 310-8302
jennifer@employmentattorneyla.com

Defendant Janus of Santa Cruz's Attorney
Isabella L. Shin
Jackson Lewis P.C.
333 W. San Carlos St. - Riverpark Tower
Suite 1625
San Jose, CA 95110
Direct: (408) 513-2254 | Main: (408) 579-0404
Isabella.Shin@Jacksonlewis.com

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS
SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

Dear [Class Member Name]:

The enclosed check is your share of the California Private Attorneys General Act (“PAGA”) settlement payment in the *Nick Brown v. Janus of Santa Cruz* class action lawsuit, Superior Court of the State of California for the County of Santa Cruz Case No. 20CV02522. You are receiving this check because you are a current or former non-exempt employee who worked overnight shifts at Janus of Santa Cruz at any time during the period from December 3, 2016 through [REDACTED] (“Class Member”).

In this lawsuit, Plaintiff alleged unpaid compensation, violation of meal and rest breaks, failure to timely pay all wages during employment and upon separation of employment, violation of wage statement requirements, violation of unfair competition laws under Cal. Bus. and Prof. Code §§ 17200, et seq., and included a PAGA claim brought on behalf of the State of California that sought penalties for the alleged violations. Janus denies that it did anything wrong and contends that, among other things, it has complied at all times with applicable federal and California law.

As part of the settlement of the PAGA claim, Janus agreed to pay \$25,000, which will be distributed according to PAGA’s requirement that 75% (or \$18,750) be distributed to the California Labor Workforce Development Agency and the remaining 25% (or \$6,250) be paid to Class Members. Your individual PAGA settlement payment is determined by your proportional share of the \$6,250 based on the number of workweeks you worked between December 3, 2016 through [REDACTED]. This PAGA Individual Settlement Payment is separate from and in addition to the Non-PAGA Individual Settlement Payment you may receive in this case.

Because the State of California has released its PAGA claims through this Settlement, you are precluded from bringing any and all claims relating to penalties under PAGA for violations of Cal. Lab. Code §§ 201-204, 210, 221, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and violations of IWC Wage Order No. 5-2001(1), (3), (4), (5), (7), (11), (12), & (20) that accrued during your employment with Janus from December 3, 2016 to - [REDACTED]. You cannot opt-out or exclude yourself from the PAGA related portion of the Settlement. Unless you excluded yourself from the class action portion of this settlement, you are also bound by the settlement release described in the settlement notice.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. Please note that neither the Settlement Administrator nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date and will [insert Cy Pres Charity]. If you have any questions about the calculation of your payment, please visit contact the Settlement Administrator at [REDACTED] or Class Counsel, Hennig Kramer Ruiz & Singh LLP, at (213) 310-8301.

Regards,

Janus Settlement Administrator

OPTIONAL: REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE CLASS ACTION KNOWN AS *NICK BROWN V. JANUS OF SANTA CRUZ*, SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SANTA CRUZ, CASE NO. 20CV02522. IF YOU OPT OUT OF THE CLASS ACTION SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT.

I wish to be excluded from the class in the *NICK BROWN V. JANUS OF SANTA CRUZ* class action lawsuit, Superior Court of the State of California for the County of Santa Cruz, Case No. 20CV02522. I understand that if I ask to be excluded from the class, I will not receive any money from the class action settlement. I do not wish to give JANUS OF SANTA CRUZ a release of the claims pled in this action.

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [DATE]. Send this signed request for exclusion form to the Settlement Administrator:

BROWN v. JANUS

Settlement Administrator

[ADDRESS]

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A SETTLEMENT PAYMENT.

OPTIONAL: OBJECTION TO PROPOSED CLASS ACTION SETTLEMENT

ONLY COMPLETE THIS OBJECTION FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT OF THE ACTION KNOWN AS *BROWN V. JANUS OF SANTA CRUZ* SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SANTA CRUZ, CASE NO. 20CV02522. If you object to the settlement, you are telling the Court why you think that the terms of the proposed settlement of the class action is improper. If you object to the settlement and the Court still approves the settlement, you will still be bound by the terms that the Court approves, and you will still receive your share of the settlement.

I wish to object to the proposed settlement. I understand that, if the Court approves the settlement over my objection(s), I will still be bound by the terms of the proposed class action settlement.

I wish to make the following objection(s) to the proposed class action settlement, and the reasons for the objection(s) are:

[Additional pages may be attached.]

If you wish to appear at the Fairness Hearing, you should state your intention to do so below:

☐ I will be attending the Fairness Hearing.

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [DATE]. Send this signed objection form to the Settlement Administrator:

Settlement Administrator

[ADDRESS]