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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **COUNTY OF EL DORADO**

9 JESSICA BARACKMAN, an individual, on  
10 behalf of herself and on behalf of all persons  
similarly situated,,

11 Plaintiff,

12 vs.

13 TEAZ N PLEAZ, INC., a California  
14 Corporation dba SEDUCTIONS; and DOES 1  
through 50, inclusive,

15 Defendant.

Case No. SC 20200179

**[PROPOSED] ORDER GRANTING  
PLAINTIFF’S MOTION AND MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: October 8, 2021

Time: 1:30 p.m.

Dept.: 4

*[Assigned for All Purposes to Judge Michael J.  
McLaughlin]*

Action Filed: December 21, 2020

17  
18 This matter having come before the Superior Court of the State of California, in and for the  
19 County of El Dorado, at 1:30 p.m. on October 8, 2021, with Jean-Claude Lapuyade, Esq., of the  
20 JCL Law Firm, APC, and Shani O. Zakay, Esq. of the Zakay Law Group, APLC, as counsel for  
21 Plaintiff JESSICA BARACKMAN (“Plaintiff”) and Brett Moore of Early Sullivan Wright Gizer &  
22 McRae, appearing for defendant TEAZ N PLEAZ, INC. (“Defendant”). The Court, having carefully  
23 considered the briefs, argument of counsel and all the matters presented to the Court, and good  
24 cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action  
25 Settlement.  
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1 **IT IS HEREBY ORDERED:**

2 1. The Court preliminarily approves the Stipulation of Settlement of Class Action  
3 Claims and Release of Claims (“Settlement Agreement” or “Agreement”) a true and correct copy  
4 of which is attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the  
5 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of  
6 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

7 2. This Order incorporates by reference the definitions in the Agreement, and all terms  
8 defined therein shall have the same meaning in this Order as set forth in the Agreement.

9 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that  
10 Defendant shall pay is Two Hundred and Twenty-Five Thousand Dollars (\$225,000). It appears  
11 to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and  
12 reasonable as to the entire Settlement Class when balanced against the probable outcome of further  
13 litigation relating to certification, liability, and damages issues. It further appears that investigation  
14 and research have been conducted such that counsel for the Parties are able to reasonably evaluate  
15 their respective positions. It further appears to the Court that settlement at this time will avoid  
16 substantial additional costs by all Parties, as well as avoid the delay and risks that would be  
17 presented by the further prosecution of the litigation. It further appears that the Settlement has been  
18 reached as the result of intensive, serious, and non-collusive arms-length negotiations.

19 4. The Court preliminarily finds that the Settlement appears to be within the range of  
20 reasonableness of a settlement that could ultimately be given final approval by this Court. The  
21 Court has reviewed the monetary recovery that is being granted as part of the Settlement and  
22 preliminarily finds that the monetary settlement awards made available to the Settlement Class are  
23 fair, adequate, and reasonable when balanced against the probable outcome of further litigation  
24 relating to certification, liability, and damages issues.

25 5. The Agreement specifies for an award of Attorneys’ Fee and Costs in the amount of  
26 up-to one-third of the Total Settlement Amount for attorneys’ fees, currently estimated at \$75,000  
27 **and** an award of litigation expenses incurred not to exceed \$15,000.00, and proposed Class  
28 Representative Service Award to the Class Representative, Jessica Barackman, in an amount not

1 to exceed \$10,000.00. While these awards appears to be within the range of reasonableness, the  
2 Court will not approve the Class Counsel Award or Class Representative Service Award until the  
3 Final Approval Hearing.

4 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification  
5 of a class for settlement purposes only. This stipulation will not be deemed admissible in this or  
6 any other proceeding should this Settlement not become final. For settlement purposes only, the  
7 Court conditionally certifies the following Settlement Class:

8 “all of Defendant’s non-exempt employees who are or previously were  
9 employed in California between October 12, 2016 and March 10,  
10 2021.”

11 7. The Court concludes that, for settlement purposes only, the Settlement Class meets  
12 the requirements for certification under section 382 of the California Code of Civil Procedure in  
13 that: (a) the Settlement Class is ascertainable and so numerous that joinder of all members of the  
14 Settlement Class is impracticable; (b) common questions of law and fact predominate, and there is  
15 a well-defined community of interest amongst the Settlement Class with respect to the subject  
16 matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the  
17 Settlement Class; (d) the Class Representative will fairly and adequately protect the interests of the  
18 Settlement Class; (e) a class action is superior to other available methods for the efficient  
19 adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class  
20 Representative in their individual capacity and as the representative of the Settlement Class  
21 Members.

22 8. For settlement purposes only, the Court provisionally appoints plaintiff Jessica  
23 Barackman as the representative of the Settlement Class.

24 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,  
25 A.P.C. and Shani Zakay of the Zakay Law Group, APLC, as Class Counsel for the Settlement  
26 Class.

27 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency  
28 of Class and Representative Action Settlement (“Class Notice”) attached to the Agreement as

1 **Exhibit “A”**. The Court finds that both notices appear to fully and accurately inform the Settlement  
2 Class and Aggrieved Employees of all material elements of the proposed Settlement, including  
3 right of any Settlement Class member to be excluded from the Settlement Class by submitting a  
4 written request for exclusion, and of each Settlement Class member’s right and opportunity to  
5 object to the Settlement. The Court further finds that the distribution of the notices substantially in  
6 the manner and form set forth in the Agreement and this Order meets the requirements of due  
7 process, is the most reasonable notice under the circumstances, and shall constitute due and  
8 sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first  
9 class mail, pursuant to the terms set forth in the Agreement.

10 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within  
11 fourteen (14) calendar days of this order, Defendant shall provide, to the Settlement Administrator  
12 the Class List, including information regarding Settlement Class Members that Defendant will in  
13 good faith compile from their records, including each Settlement Class Member’s full name; last  
14 known address; Social Security Number; dates of employment, and number of Workweeks accrued  
15 by each Settlement Class member during the Class Period and the PAGA Period. Within fourteen  
16 (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator  
17 shall mail the Class Notice to all identified, potential members of the Settlement Class via first  
18 class U.S. Mail using the most current mailing address information available.

19 12. The Court hereby preliminarily approves the proposed procedure for exclusion from  
20 the Settlement. Any Class Member may individually choose to opt out of and be excluded from  
21 the Settlement as provided in the Notice by following the instructions for requesting exclusion from  
22 the Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion  
23 must be postmarked or received by the Response Deadline which is forty-five (45) calendar days  
24 after the date the Class Notice is mailed to the Settlement Class Members or, in the case of a re-  
25 mailed Notice, not more than fifteen (15) calendar days after the original Response Deadline. Any  
26 such person who chooses to opt out of and be excluded from the Settlement will not be entitled to  
27 an Individual Settlement Payment under the Settlement and will not be bound by the Settlement,  
28 or have any right to object, appeal or comment thereon. Settlement Class members who have not

1 requested exclusion shall be bound by all determinations of the Court, the Agreement and  
2 Judgment. A request for exclusion may only opt out that particular individual, and any attempt to  
3 affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed  
4 invalid.

5 13. Any Settlement Class member who has not opted out may appear at the final approval  
6 hearing and may object or express the Member's views regarding the Settlement and may present  
7 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard  
8 and determined by the Court as provided in the Notice. Settlement Class Members will have forty-  
9 five (45) days from the date the Settlement Administrator mails the Class Notice to postmark their  
10 written objections to the Settlement Administrator.

11 14. A final approval hearing shall be held before this Court on \_\_\_\_\_  
12 \_\_\_\_\_at \_\_\_\_AM in Department 4 of the El Dorado County Superior Court to determine all  
13 necessary matters concerning the Settlement, including: whether the proposed settlement of the  
14 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable  
15 and should be finally approved by the Court; whether an Order Granting Final Approval should be  
16 entered herein; whether the plan of allocation contained in the Agreement should be approved as  
17 fair, adequate and reasonable to the Settlement Class; and to finally approve the Class Counsel  
18 Award, Class Representative Service Award, and the Settlement Administration Costs. All papers  
19 in support of the motion for final approval and the motion for Attorneys' Fee and Costs and Class  
20 Representative Enhancement Award shall be filed with the Court and served on all counsel no later  
21 than sixteen (16) court days before the hearing.

22 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder  
23 shall be construed as a concession or admission by Defendant in any way, and shall not be used as  
24 evidence of, or used against Defendant as, an admission or indication in any way, including with  
25 respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect  
26 to the truth of any allegation asserted by any person. Whether or not the Settlement is finally  
27 approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct  
28 related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as,

1 offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse  
2 to the Defendant, including, but not limited to, evidence of a presumption, concession, indication  
3 or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

4 16. In the event the Settlement does not become effective in accordance with the terms  
5 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
6 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
7 and the Parties shall revert to their respective positions as of before entering into the Agreement.  
8 In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval  
9 Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is  
10 intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement  
11 Agreement if it is not approved.

12 17. Pending final determination of whether the Settlement should be approved, Class  
13 Representative and all members of the Settlement Class are barred and enjoined from filing,  
14 commencing, prosecuting, intervening in, instigating or in any way participating in the  
15 commencement or prosecution of any lawsuit, action or administrative, regulatory, arbitration or  
16 other proceeding, in any forum, asserting any claims that are, or relate in any way to, the Class  
17 Representative's Released Claims or the Settlement Class' Released Claims, unless and until they  
18 submit a timely request for exclusion pursuant to the Agreement.

19 18. The Court reserves the right to adjourn or continue the date of the final approval  
20 hearing and all dates provided for in the Agreement without further notice to Settlement Class and  
21 retains jurisdiction to consider all further applications arising out of or connected with the proposed  
22 Settlement.

23 **IT IS SO ORDERED.**

24 DATED:

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT 1**

1 JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)  
2 **JCL LAW FIRM, APC**  
3 3990 OLD TOWN AVENUE, SUITE C204  
4 SAN DIEGO, CA 92110  
5 TEL: 619-599-8292  
6 FAX: 619-599-8291

7 **ZAKAY LAW GROUP, APLC**  
8 SHANI O. ZAKAY (STATE BAR #277924)  
9 3990 OLD TOWN AVENUE, SUITE C204  
10 SAN DIEGO, CA 92110  
11 TEL: (619) 255-9047  
12 FAX: (858) 404-9203

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**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF EL DORADO**

JESSICA BARACKMAN, an individual, on  
behalf of herself and on behalf of all persons  
similarly situated,

PLAINTIFF,

vs.

TEAZ N PLEAZ, INC., a California  
corporation d.b.a. SEDUCTIONS; and  
DOES 1 through 50, Inclusive;  
DEFENDANTS.

Case No. SC 20200179

[Action Filed 12/21/2021]

**STIPULATION OF SETTLEMENT OF  
CLASS ACTION CLAIMS AND  
RELEASE OF CLAIMS**

Judge: Honorable Michael J. McLaughlin  
Dept.: 12

STIPULATION OF SETTLEMENT OF CLASS ACTION AND RELEASE OF CLAIMS

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and  
2 between Plaintiff JESSICA BARACKMAN (hereinafter "Plaintiff"), individually and on behalf of  
3 the Putative Class, and Defendant E.B.S. ENTERPRISES, INC., a Texas Corporation d.b.a. TEAZ  
4 N PLEAZ , (hereinafter "Defendant"):

5 **I. DEFINITIONS**

- 6 A. "Action" shall mean the putative class action lawsuit designated *Barackman v. Teaz*  
7 *N Pleaz, Inc.*, El Dorado County Superior Court, Case No. SC 20200179, filed  
8 December 21, 2020 (hereinafter "the Action")  
9
- 10 B. "Aggrieved Employees" shall mean all non-exempt employees who are or previously  
11 were employed by Defendant in California during the PAGA Period.  
12
- 13 C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of  
14 Class Action and Release of Claims.  
15
- 16 D. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and  
17 Shani Zakay of Zakay Law Group, APLC.  
18
- 19 E. "Class Counsel Award" means the award of fees and expenses that the Court  
20 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff  
21 and the Class in the Actions, consisting of attorneys' fees currently not to exceed  
22 one-third of the Total Settlement Amount currently estimated to be \$75,000 out of  
23 \$225,000 plus costs and expenses \$15,000. Class Counsel's award for attorneys'  
24 fees will be divided equally between Class Counsel (50% to JCL Law Firm, APC  
25 and 50% to Zakay Law Group, APLC).  
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- 1 F. "Class Data" means information regarding Class Members that Defendant will in  
2 good faith compile from its records and provide to the Settlement Administrator. It  
3 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class  
4 Member's full name; last known address; Social Security Number; start dates and end  
5 dates of employment.  
6
- 7 G. "Class Members" or the "Class" means all non-exempt employees who are or  
8 previously were employed by Defendant in California during the Class Period.  
9
- 10 H. "Class Period" means the period between October 12, 2016 until May 10, 2021.  
11
- 12 I. "Class Representative Service Award" means the amount that the Court authorizes to  
13 be paid to the Class Representative, in addition to her Individual Settlement Payment  
14 and her pro-rata share of the PAGA Settlement, in recognition of her efforts and risks  
15 in assisting with the prosecution of the Actions and in exchange for executing a  
16 General Release of Defendant.  
17
- 18 J. "Class Representative" shall mean plaintiff JESSICA BARACKMAN.  
19
- 20 K. "Court" means the Superior Court for the State of California, County of El Dorado  
21 currently presiding over the Action.  
22
- 23 L. "Defendant" shall mean E.B.S. ENTERPRISES, INC., a Texas Corporation d.b.a.  
24 TEAZ N PLEAZ.  
25
- 26 M. "Effective Date" means the earliest date, following entry by the Court of an order  
27 and judgment finally approving this Settlement, upon which one of the following have  
28 occurred: (i) if no objection is filed to the settlement and no objector appears at the

1 hearing on final approval, the date of the Court's entry of the order granting final  
2 approval, (ii) if an objection is filed to the settlement and/or an objector appears at the  
3 hearing on final approval, then the earlier of the following: (a) the expiration of all  
4 potential appeal periods without a filing of a notice of appeal of the final approval  
5 order or judgment; (b) final affirmance of the final approval order and judgment by  
6 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all  
7 such appeals (including any petition for review, rehearing, certiorari, etc.) such that  
8 the final approval order and judgment is no longer subject to further judicial review.  
9

10  
11 N. "Funding Date" shall mean sixty-five (65) calendar days after the Effective Date and  
12 is the date Defendant transfers the Total Settlement Amount into the QSF in accord  
13 with the terms of this Agreement.

14  
15 O. "Individual Settlement Payment" means the amount payable from the Net Settlement  
16 Amount to each Settlement Class Member and excludes any amounts distributed to  
17 Aggrieved Employees pursuant to PAGA.

18  
19 P. "Net Settlement Amount" or "NSA" means the Total Settlement Amount, less Class  
20 Counsel Award, Class Representative Service Award, PAGA Settlement, and  
21 Settlement Administration Costs.

22  
23 Q. "Notice Packet" means the Class Notice to be provided to the Class Members by the  
24 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other  
25 than formatting changes to facilitate printing by the Settlement Administrator).

26 R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
27 Labor Code § 2698 *et seq.*  
28

- 1 S. "PAGA Payment Ratio" means the respective Workweeks during the PAGA Period  
2 for each Aggrieved Employee divided by the sum total of the Workweeks for all  
3 Aggrieved Employees during the PAGA Period.  
4
- 5 T. "PAGA Period" means the period between October 12, 2019 until May 10, 2021 (the  
6 "PAGA Period").  
7
- 8 U. "PAGA Settlement" shall mean Ten Thousand Dollars (\$10,000) to be allocated from  
9 the Total Settlement Amount.  
10
- 11 V. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either  
12 Plaintiff or Defendant, individually.  
13
- 14 W. "Payment Ratio" means the respective Workweeks for each Class Member divided  
15 by the sum total Workweeks for all Class Members.  
16
- 17 X. "Plaintiff" shall mean JESSICA BARACKMAN.  
18
- 19 Y. "QSF" means the Qualified Settlement Fund established, designated and maintained  
20 by the Settlement Administrator to fund the Total Settlement Amount.  
21
- 22 Z. "Released Class Claims" means all class claims alleged in the operative complaint  
23 which occurred during the Class Period, and expressly excluding all other claims,  
24 including claims for vested benefits, wrongful termination, unemployment insurance,  
25 disability, social security, workers' compensation, and class claims outside of the  
26 Class Period.
- 27 AA. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint  
28

1 and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period,  
2 and expressly excluding all other claims, including claims vested benefits, unpaid  
3 wages, wrongful termination, unemployment insurance, disability, social security,  
4 workers' compensation, and PAGA claims outside the PAGA Period.  
5

6 BB. "Released Parties" shall mean Defendant and EBS Enterprises, Inc. d.b.a. Teaz N  
7 Pleaz.  
8

9 CC. "Response Deadline" means the date forty-five (45) days after the Settlement  
10 Administrator mails Notice Packets to Class Members and the last date on which  
11 Class Members may submit requests for exclusion or objections to the Settlement.  
12

13 DD. "Settlement" means the disposition of the Actions pursuant to this Agreement.  
14

15 EE. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,  
16 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement  
17 Administrator establishes, designates and maintains, as a QSF under Internal Revenue  
18 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount  
19 of the Total Settlement Amount is deposited for the purpose of resolving the claims  
20 of Settlement Class Members. The Settlement Administrator shall maintain the funds  
21 until distribution in an account(s) segregated from the assets of Defendant and any  
22 person related to Defendant. *All accrued interest shall be paid and distributed to the*  
23 *Settlement Class Members as part of their respective Individual Settlement*  
24 *Payment.*  
25  
26  
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28

1 FF. "Settlement Class Members" or "Settlement Class" means all Class Members who  
2 have not submitted a timely and valid request for exclusion as provided in this  
3 Agreement.

4  
5 GG. "Total Settlement Amount" means Two Hundred Twenty-Five Thousand Dollars  
6 (\$225,000.00) that Defendant must pay into the QSF in connection with this  
7 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class  
8 Representative Service Award, the Class Counsel Award, PAGA Settlement and the  
9 Settlement Administration Costs and *exclusive* of the employer's share of payroll tax,  
10 if any, triggered by any payment under this Settlement.

11  
12 HH. "Workweeks", for purposes of calculating the distribution of the Net Settlement  
13 Amount, means the number of weeks of employment during the Class Period that  
14 each Class Member was employed by Defendant in California, excluding weeks  
15 during which the Class Member did not perform any work for Defendant. For purpose  
16 of determining the Individual Settlement Payments and the Settlement Allocation,  
17 each Class Member who is a former employee no longer working for Defendant will  
18 be assigned four (4) additional Workweeks.

19  
20  
21 II. "PAGA Workweeks", for purposes of calculating the distribution of the Aggrieved  
22 Employee Payment, as defined herein, means the number of weeks of employment  
23 during the PAGA Period that each Aggrieved Employee worked in California.

24  
25 **II. RECITALS**

26 A. On October 12, 2020, Plaintiff filed a Notice of Violations with the Labor and  
27 Workforce Development Agency (LWDA) and served the same on Defendant.

1 B. On December 21, 2020, Plaintiff filed the Class Action lawsuit for:

2  
3 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;

4 2. Failure to pay overtime wages in violation of California Labor Code sections  
5 510 *et seq*;

6  
7 3. Failure to pay minimum wages in violation of California Labor Code sections  
8 1194, 1197 and 1197.1;

9  
10 4. Failure to provide required meal periods in violation of California Labor Code  
11 sections 226.7 and 512 and the applicable IWC wage order;

12  
13 5. Failure to provide required rest periods in violation of California Labor Code  
14 sections 226.7 and 512 and the applicable IWC wage order;

15 6. Failure to reimburse Plaintiff for required expenses in violation of California  
16 Labor Code section 2802;

17  
18 7. Failure to provide accurate itemized wage statements in violation of California  
19 Labor Code section 226;

20  
21 8. Failure to provide wages when due in violation of California Labor Code  
22 sections 201, 202 and 203.

23  
24 9. Violation of the Private Attorneys General Act [Labor Code section 2698].

25 C. The Class Representative believes she has meritorious claims based on alleged  
26 violations of the California Labor Code, and the Industrial Wage Commission  
27

1 Orders, and that class certification is appropriate because the prerequisites for class  
2 certification can be satisfied in the Action, and this action is manageable as a PAGA  
3 representative action.  
4

5 D. Defendant denies any liability or wrongdoing of any kind associated with the claims  
6 alleged in the Action, disputes any wages, damages and penalties claimed by the  
7 Class Representative are owed, and further contends that, for any purpose other than  
8 settlement, the Action is not appropriate for class or representative action treatment.  
9 Defendant contends, among other things, that at all times they complied with the  
10 California Labor Code and the Industrial Wage Commission Orders.  
11

12 E. The Class Representative is represented by Class Counsel. Class Counsel conducted  
13 an investigation into the facts relevant to the Action, including conducting an  
14 independent investigation as to the allegations, reviewing documents and  
15 information exchanged through informal discovery, and reviewing documents and  
16 information provided by Defendant pursuant to informal requests for information to  
17 prepare for mediation. Defendant produced for the purpose of settlement  
18 negotiations certain employment data concerning the Settlement Class, which Class  
19 Counsel reviewed and analyzed. Based on their own independent investigation and  
20 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is  
21 fair, reasonable and adequate, and is in the best interest of the Settlement Class in  
22 light of all known facts and circumstances, including the risks of significant delay,  
23 defenses asserted by Defendant, uncertainties regarding class certification, and  
24 numerous potential appellate issues. Although it denies any liability, Defendant is  
25 agreeing to this Settlement solely to avoid the inconveniences and cost of further  
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1 litigation. The Parties and their counsel have agreed to settle the claims on the terms  
2 set forth in this Agreement.

3  
4 F. On May 10, 2021, the Parties participated in mediation presided over by Hon. Carl  
5 J. West (Ret.) a respected jurist and mediator of wage and hour class actions. The  
6 mediation concluded with a settlement after both sides agreed to a Mediator's  
7 proposal which was subsequently memorialized in the form of a Memorandum of  
8 Understanding ("MOU").

9  
10 G. This Agreement replaces and supersedes the MOU and any other agreements,  
11 understandings, or representations between the Parties. This Agreement represents  
12 a compromise and settlement of highly disputed claims. Nothing in this Agreement  
13 is intended or will be construed as an admission by Defendant that the claims in the  
14 Actions of Plaintiff or the Class Members have merit or that Defendant bears any  
15 liability to Plaintiff or the Class on those claims or any other claims, or as an  
16 admission by Plaintiff that Defendant's defenses in the Actions have merit.

17  
18 H. The Parties believe that the Settlement is fair, reasonable and adequate. The  
19 Settlement was arrived at through arm's-length negotiations, taking into account all  
20 relevant factors. The Parties recognize the uncertainty, risk, expense and delay  
21 attendant to continuing the Action through trial and any appeal. Accordingly, the  
22 Parties desire to fully, finally, and forever settle, compromise and discharge all  
23 disputes and claims arising from or relating to the Action.

24  
25 I. The Parties agree to certification of the Class for purposes of this Settlement only.  
26 If for any reason the settlement does not become effective, Defendant reserves the  
27

1 right to contest certification of any class for any reason and reserves all available  
2 defenses to the claims in the Action.

3  
4 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

5  
6 **III. TERMS OF AGREEMENT**

7 **A. Settlement Consideration and Settlement Payments by Defendant.**

8 1. Settlement Consideration. In full and complete settlement of the Actions, and  
9 in exchange for the releases set forth below, Defendant and the Released  
10 Parties will pay the sum of the Individual Settlement Payment, the Class  
11 Representative Service Award, the Class Counsel Award, PAGA Settlement,  
12 and the Settlement Administration Costs, as specified in this Agreement, equal  
13 to the Total Settlement Amount of Two Hundred Twenty-Five Thousand  
14 Dollars (\$225,000.00). The Parties agree that this is a non-reversionary  
15 Settlement and that no portion of the Total Settlement Amount shall revert to  
16 Defendant. Other than the Defendant's share of employer payroll taxes, or as  
17 otherwise specified in the Agreement, Defendant shall not be required to pay  
18 more than the Total Settlement Amount, except as provided for hereinbelow.

19  
20  
21 2. Class Size. At the time of mediation, Defendant estimated that the Settlement  
22 Class was comprised of 167 individuals who collectively worked  
23 approximately 3,100 Workweeks ("Projected Workweeks") during the Class  
24 Period. In regard hereto, Defendant will provide a declaration under penalty  
25 of perjury confirming the number of Class Members and Workweeks they  
26 worked during the Class Period prior to the filing of the motion for preliminary  
27

1 approval. The Settlement Amount will increase proportionally with added  
2 class members or workweeks if any of these are more than 10% of the estimate  
3 set forth herein.  
4

5 3. Settlement Payment. Defendant and the Released Parties, and each of them,  
6 are jointly and severally liable for payment of the Total Settlement Amount.  
7 Defendant shall pay, via wire transfer, the Total Settlement Amount to the  
8 Settlement Administrator on the Funding Date.  
9

10 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side  
11 payroll taxes is in addition to the Total Settlement Amount and shall be paid  
12 together with the Total Settlement Amount.  
13

14 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the  
15 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members  
16 release the Released Parties from the Released Class Claims for the Class Period.  
17

18 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the  
19 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of  
20 California release the Released Parties from the PAGA Released Claims for the PAGA  
21 Period.  
22

23 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth  
24 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the  
25 Released Parties from any and all claims, whether known or unknown, which exist or  
26 may exist on her behalf as of the date of this Agreement, including but not limited to  
27 any and all tort claims, contract claims, wage claims, wrongful termination claims,  
28

1 disability claims, benefit claims, public policy claims, retaliation claims, statutory  
2 claims, personal injury claims, emotional distress claims, invasion of privacy claims,  
3 defamation claims, fraud claims, quantum meruit claims, and any and all claims  
4 arising under any federal, state or other governmental statute, law, regulation or  
5 ordinance, including, but not limited to claims for violation of the Fair Labor  
6 Standards Act, the California Labor Code, the Wage Orders of California's Industrial  
7 Welfare Commission, other state wage and hour laws, the Americans with  
8 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee  
9 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the  
10 California Fair Employment and Housing Act, the California Family Rights Act, the  
11 Family Medical Leave Act, California's Whistleblower Protection Act, California  
12 Business & Professions Code Section 17200 et seq., and any and all claims arising  
13 under any federal, state or other governmental statute, law, regulation or ordinance.  
14 Plaintiff also waives and relinquishes any and all claims, rights or benefits that she  
15 may have under California Civil Code § 1542, which provides as follows:  
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18  
19 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***  
20 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***  
21 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***  
22 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***  
23 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***  
24 ***DEBTOR OR RELEASED PARTY.***  
25

26 Thus, notwithstanding the provisions of section 1542, and to implement a full and  
27 complete release and discharge of the Released Parties, Plaintiff expressly  
28

acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

E. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;

- F. Nullification of Settlement Agreement. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, or if Defendant fails to fully fund the Total Settlement Amount:

- 14

1           3.     None of the Parties to this Settlement will be deemed to have waived any  
2                 claims, objections, defenses or arguments in the Actions, including with  
3                 respect to the issue of class certification.

4  
5           4.     If Defendant fails to fully fund the Total Settlement Amount, Defendant shall  
6                 bear the sole responsibility for any cost to issue or reissue any curative notice  
7                 to the Settlement Class Members and all Settlement Administration Costs  
8                 incurred to the date of nullification.

9  
10          G.     Certification of the Settlement Class. The Parties stipulate to conditional class  
11                 certification of the Class for the Class Period for purposes of settlement only. In the  
12                 event that this Settlement is not approved by the Court, fails to become effective, or is  
13                 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits  
14                 Defendant from obtaining a complete resolution of the Released Claims, the  
15                 conditional class certification (obtained for any purpose) shall be void *ab initio* and of  
16                 no force or effect, and shall not be admissible in any judicial, administrative or arbitral  
17                 proceeding for any purpose or with respect to any issue, substantive or procedural.

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20          H.     Tax Liability. The Parties make no representations as to the tax treatment or legal  
21                 effect of the payments called for, and Class Members and/or Aggrieved Employees are  
22                 not relying on any statement or representation by the Parties in this regard. Class  
23                 Members and/or Aggrieved Employees understand and agree that they will be  
24                 responsible for the payment of any taxes and penalties assessed on the Individual  
25                 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA  
26                 Settlement described and will be solely responsible for any penalties or other  
27

obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendant with

1 a draft of the Motion at least 3 business days prior to the filing of the Motion to give  
2 Defendant an opportunity to propose changes or additions to the Motion.

3  
4 K. Settlement Administrator. The Settlement Administrator shall be responsible for:  
5 establishing and administering the QSF; calculating, processing and mailing payments  
6 to the Class Representative, Class Counsel, LWDA and Class Members; printing and  
7 mailing the Notice Packets to the Class Members as directed by the Court; receiving  
8 and reporting the objections and requests for exclusion; calculating, deducting and  
9 remitting all legally required taxes from Individual Settlement Payments and  
10 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual  
11 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA  
12 Settlement; processing and mailing tax payments to the appropriate state and federal  
13 taxing authorities; providing declaration(s) as necessary in support of preliminary  
14 and/or final approval of this Settlement; and other tasks as the Parties mutually agree  
15 or the Court orders the Settlement Administrator to perform. The Settlement  
16 Administrator shall keep the Parties timely apprised of the performance of all  
17 Settlement Administrator responsibilities by among other things, sending a weekly  
18 status report to the Parties' counsel stating the date of the mailing, the of number of  
19 Elections Not to Participate in Settlement it receives (including the numbers of valid  
20 and deficient), and number of objections received.

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24 L. Notice Procedure.

25 1. Class Data. No later than ten (10) business days after the Preliminary  
26 Approval Date, Defendant shall provide the Settlement Administrator with the  
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1 Class Data for purposes of preparing and mailing Notice Packets to the Class  
2 Members.

3  
4 2. Notice Packets.

- 5 a) The Notice Packet shall contain the Notice of Class Action Settlement  
6 in a form substantially similar to the form attached as Exhibit A. The  
7 Notice of Class Action Settlement shall inform Class Members and  
8 Aggrieved Employees that they need not do anything in order to  
9 receive an Individual Settlement Payment and/or Aggrieved  
10 Employees' individual shares of the PAGA Settlement and to keep the  
11 Settlement Administrator apprised of their current mailing address, to  
12 which the Individual Settlement Payments and/or Aggrieved  
13 Employees' individual shares of the PAGA Settlement will be mailed  
14 following the Funding Date. The Notice of Class Action Settlement  
15 shall set forth the release to be given by all members of the Class who  
16 do not request to be excluded from the Settlement Class and/or  
17 Aggrieved Employees' in exchange for an Individual Settlement  
18 Payment and/or Aggrieved Employees' individual shares of the PAGA  
19 Settlement, the number of Workweeks worked by each Class Member  
20 during the Class Period and PAGA Period, if any, and the estimated  
21 amount of their Individual Settlement Payment if they do not request  
22 to be excluded from the Settlement and each Aggrieved Employee's  
23 share of the PAGA Settlement, if any. The Settlement Administrator  
24 shall use the Class Data to determine Class Members' Workweeks and  
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PAGA Workweeks. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the PAGA Settlement regardless of whether they request to be excluded from the Settlement.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail and email copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

1                   4.     Undeliverable Notices. Any Notice Packets returned to the Settlement  
2                   Administrator as non-delivered on or before the Response Deadline shall be  
3                   re-mailed to any forwarding address provided. If no forwarding address is  
4                   provided, the Settlement Administrator shall promptly attempt to determine a  
5                   correct address by lawful use of skip-tracing, or other search using the name,  
6                   address and/or Social Security number of the Class Member involved, and  
7                   shall then perform a re-mailing, if another mailing address is identified by the  
8                   Settlement Administrator. In addition, if any Notice Packets, which are  
9                   addressed to Class Members who are currently employed by Defendant, are  
10                  returned to the Settlement Administrator as non-delivered and no forwarding  
11                  address is provided, the Settlement Administrator shall notify Defendant.  
12                  Defendant will request that the currently employed Class Member provide a  
13                  corrected address, and transmit to the Administrator any corrected address  
14                  provided by the Class Member. Class Members who received a re-mailed  
15                  Notice Packet shall have their Response Deadline extended fifteen (15) days  
16                  from the original Response Deadline.

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20                  5.     Disputes Regarding Individual Settlement Payments. Class Members will  
21                  have the opportunity, should they disagree with Defendant's records regarding  
22                  the start and end dates of employment to provide documentation and/or an  
23                  explanation to show contrary dates. If there is a dispute, the Settlement  
24                  Administrator will consult with the Parties to determine whether an  
25                  adjustment is warranted. The Settlement Administrator shall determine the  
26                  eligibility for, and the amounts of, any Individual Settlement Payments under  
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1 the terms of this Agreement. The Settlement Administrator's determination  
2 of the eligibility for and amount of any Individual Settlement Payment shall  
3 be binding upon the Class Member and the Parties.  
4

5 6. Disputes Regarding Administration of Settlement. Any disputes not resolved  
6 by the Settlement Administrator concerning the administration of the  
7 Settlement will be resolved by the Court under the laws of the State of  
8 California. Before any such involvement of the Court, counsel for the Parties  
9 will confer in good faith to resolve the disputes without the necessity of  
10 involving the Court.  
11

12 7. Exclusions. The Notice of Class Action Settlement contained in the Notice  
13 Packet shall state that Class Members who wish to exclude themselves from  
14 the Settlement must submit a written request for exclusion by the Response  
15 Deadline. The written request for exclusion must state that the Class Member  
16 wishes to exclude himself or herself from the Settlement and (1) must contain  
17 the name, address, and the last four digits of the Social Security number of the  
18 person requesting exclusion; (2) must be signed by the Class Member; (3)  
19 must be postmarked or fax stamped by the Response Deadline and returned to  
20 the Settlement Administrator at the specified address or fax telephone number;  
21 and (4) contain a typewritten or handwritten notice stating in substance: "I  
22 wish to opt out of the settlement of the class action lawsuit entitled *Barackman*  
23 *v. Teaz N Pleaz Inc.*, currently pending in the Superior Court for the County  
24 of El Dorado, Case No. SC 2020179 . I understand that by requesting to be  
25 excluded from the settlement, I will receive no money from the Settlement  
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1 described in this Notice.” The request for exclusion will not be valid if it is  
2 not timely submitted, if it is not signed by the Class Member, or if it does not  
3 contain the name and address and last four digits of the Social Security number  
4 of the Class Member. The date of the postmark on the mailing envelope or  
5 fax stamp on the request for exclusion shall be the exclusive means used to  
6 determine whether the request for exclusion was timely submitted. Any Class  
7 Member who requests to be excluded from the Settlement Class will not be  
8 entitled to an Individual Settlement Payment and will not be otherwise bound  
9 by the terms of the Settlement or have any right to object, appeal or comment  
10 thereon. However, any Class Member that submits a timely request for  
11 exclusion that is also a member of the Aggrieved Employees will still receive  
12 his/her pro rata share of the PAGA Settlement, as specified below, and in  
13 consideration, will be bound by the Release by the Aggrieved Employees as  
14 set forth herein. Settlement Class Members who fail to submit a valid and  
15 timely written request for exclusion on or before the Response Deadline shall  
16 be bound by all terms of the Settlement and any final judgment entered in this  
17 Action if the Settlement is approved by the Court. No later than fourteen (14)  
18 calendar days after the Response Deadline, the Settlement Administrator shall  
19 provide counsel for the Parties with a final list of the Class Members who have  
20 timely submitted written requests for exclusion. At no time shall any of the  
21 Parties or their counsel seek to solicit or otherwise encourage members of the  
22 Class to submit requests for exclusion from the Settlement.  
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1           8.     Objections. The Notice of Class Action Settlement contained in the Notice  
2                     Packet shall state that Class Members who wish to object to the Settlement  
3                     may submit to the Settlement Administrator a written statement of objection  
4                     ("Notice of Objection") by the Response Deadline. The postmark date of  
5                     mailing shall be deemed the exclusive means for determining that a Notice of  
6                     Objection was served timely. The Notice of Objection must be signed by the  
7                     Settlement Class Member and state: (1) the case name and number; (2) the  
8                     name of the Settlement Class Member; (3) the address of the Settlement Class  
9                     Member; (4) the last four digits of the Settlement Class Member's Social  
10                    Security number; (4) the basis for the objection; and (5) if the Settlement Class  
11                    Member intends to appear at the Final Approval/Settlement Fairness Hearing.  
12                    Class Members who fail to make objections in writing in the manner specified  
13                    above may still make their objections orally at the Final Approval/Settlement  
14                    Fairness Hearing with the Court's permission. Settlement Class Members will  
15                    have a right to appear at the Final Approval/Settlement Fairness Hearing to  
16                    have their objections heard by the Court. At no time shall any of the Parties  
17                    or their counsel seek to solicit or otherwise encourage Class Members to file  
18                    or serve written objections to the Settlement or appeal from the Order and  
19                    Final Judgment. Class Members who submit a written request for exclusion  
20                    may not object to the Settlement. Class Members may not object to the PAGA  
21                    Settlement  
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1 M. Funding and Allocation of the Total Settlement Amount. Defendant is required to pay  
2 the Total Settlement Amount on or before the Funding Date, plus any employer's share  
3 of payroll taxes as mandated by law within the time specified herein.  
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5 1. Individual Settlement Payments. Individual Settlement Payments shall be  
6 paid from the Net Settlement Amount and shall be paid pursuant to the  
7 formula set forth herein. Using the Class Data, the Settlement Administrator  
8 shall add up the total number of Workweeks for all Class Members. The  
9 respective Workweeks for each Class Member will be divided by the total  
10 Workweeks for all Class Members, resulting in the Payment Ratio for each  
11 Class Member. Each Class Member's Payment Ratio will then be multiplied  
12 by the Net Settlement Amount to calculate each Class Member's estimated  
13 Individual Settlement Payments. Each Individual Settlement Payment will be  
14 reduced by any legally mandated employee tax withholdings (e.g., employee  
15 payroll taxes, etc.). Individual Settlement Payments for Class Members who  
16 submit valid and timely requests for exclusion will be redistributed to  
17 Settlement Class Members who do not submit valid and timely requests for  
18 exclusion on a pro rata basis based on their respective Payment Ratios.  
19

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21 2. Calculation of Individual Payments to the Aggrieved Employees. Using the  
22 Class Data, the Settlement Administrator shall add up the total number of  
23 PAGA Workweeks for all Aggrieved Employees during the PAGA Period.  
24 The respective PAGA Workweeks for each Aggrieved Employee will be  
25 divided by the total PAGA Workweeks for all Aggrieved Employees,  
26 resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each  
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1 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the  
2 Aggrieved Employee Payment to calculate each Aggrieved Employee's  
3 estimated share of the PAGA Settlement.  
4

5 3. Allocation of Individual Settlement Payments. For tax purposes, Individual  
6 Settlement Payments shall be allocated and treated as follows: 10% as wages  
7 ("Wage Portion"); 90% as penalties and interest ("Non-Wage Portion"). The  
8 Wage Portion is subject to wage withholdings and shall be reported on IRS  
9 Form W-2. The Non-Wage Portion shall not be subject to wage withholdings  
10 and shall be reported on IRS Form 1099.  
11

12 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved  
13 Employee Settlement Payments shall be allocated and treated as 100%  
14 penalties and shall be reported on IRS Form 1099.  
15

16 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and  
17 individual shares of the PAGA Settlement made to Settlement Class Members  
18 and/or Aggrieved Employees under this Settlement Agreement, as well as any  
19 other payments made pursuant to this Settlement Agreement, will not be  
20 utilized to calculate any additional benefits under any benefit plans to which  
21 any Class Members may be eligible, including, but not limited to profit-  
22 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
23 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
24 Parties' intention that this Settlement Agreement will not affect any rights,  
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1 contributions, or amounts to which any Class Members may be entitled under  
2 any benefit plans.

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4 6. All monies received by Settlement Class Members under the Settlement which  
5 are attributable to wages shall constitute income to such Settlement Class  
6 Members solely in the year in which such monies actually are received by the  
7 Settlement Class Members. It is the intent of the Parties that Individual  
8 Settlement Payments and individual shares of the PAGA Settlement provided  
9 for in this Settlement agreement are the sole payments to be made by Defendant  
10 to Settlement Class Members and/or Aggrieved Employees in connection with  
11 this Settlement Agreement, with the exception of Plaintiff, and that the  
12 Settlement Class Members and/or Aggrieved Employees are not entitled to any  
13 new or additional compensation or benefits as a result of having received the  
14 Individual Settlement Payments and/or their shares of the PAGA Settlement.  
15

16  
17 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
18 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'  
19 and/or Aggrieved Employees last known mailing address no later than fifteen  
20 (15) calendar days after the Funding Date.  
21

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
23 Employees shall remain valid and negotiable for one hundred and eighty (180)  
24 days from the date of their issuance. If a Settlement Class Member and/or  
25 Aggrieved Employee does not cash his or her settlement check within 90 days,  
26 the Settlement Administrator will send a letter to such persons, advising that  
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1 the check will expire after the 180<sup>th</sup> day, and invite that Settlement Class  
2 Member and/or Aggrieved Employee to request reissuance in the event the  
3 check was destroyed, lost or misplaced. In the event an Individual Settlement  
4 Payment and/or Aggrieved Employee's individual share of the PAGA  
5 Settlement check has not been cashed within one hundred and eighty (180)  
6 days, all funds represented by such uncashed checks, plus any interest accrued  
7 thereon, shall be distributed consistent with California Code of Civil  
8 Procedure Section 384 as follows: to The Children's Advocacy Institute  
9 (CAI), founded at the nonprofit University of San Diego School of Law in  
10 1989. Class Counsel ,Defendant's counsel, nor any of the Parties, have any  
11 interest, pecuniary or otherwise, in CAI.  
12  
13

- 14 9. Class Representative Service Award. In addition to the Individual Settlement  
15 Payment and her individual share of the PAGA Settlement to be paid to  
16 Plaintiff, Plaintiff will apply to the Court for an award of not more than  
17 \$10,000, as the Class Representative Service Award. Defendant does not  
18 presently intend to oppose a Class Representative Service Award of not more  
19 than \$10,000 for Plaintiff. The Settlement Administrator shall pay the Class  
20 Representative Service Award, either in the amount stated herein if approved  
21 by the Court or some other amount as approved by the Court, to Plaintiff from  
22 the Total Settlement Amount no later than ten (10) calendar days after the  
23 Funding Date. Any portion of the requested Class Representative Service  
24 Awards that are not awarded to the Class Representative shall be part of the  
25 Net Settlement Amount and shall be distributed to Settlement Class Members  
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1 as provided in this Agreement. The Settlement Administrator shall issue an  
2 IRS Form 1099 — MISC to Plaintiff for her Class Representative Service  
3 Award. Plaintiff shall be solely and legally responsible to pay any and all  
4 applicable taxes on her Class Representative Service Award and shall hold  
5 harmless the Released Parties from any claim or liability for taxes, penalties,  
6 or interest arising as a result of the Class Representative Service Awards. The  
7 Class Representative Service Award shall be in addition to Plaintiff's  
8 Individual Settlement Payment as a Settlement Class Member. Approval of  
9 this Settlement shall not be conditioned on Court approval of the requested  
10 amount of the Class Representative Service Award. In the event that the Court  
11 reduces or does not approve the requested Class Representative Service  
12 Award, Plaintiff shall not have the right to revoke the Settlement, and it will  
13 remain binding.  
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- 16 10. Class Counsel Award. Defendant understands a motion by Class Counsel for  
17 attorneys' fees not to exceed one-third of the Total Settlement Amount  
18 currently estimated to be \$75,000.00 plus costs and expenses supported by  
19 declaration not to exceed Fifteen Thousand Dollars (\$15,000), from the Total  
20 Settlement Amount will be filed. Any portion of the requested Class Counsel  
21 Award that is not awarded to Class Counsel shall be part of the Net Settlement  
22 Amount and shall be distributed to Settlement Class Members as provided in  
23 this Agreement. The Settlement Administrator shall allocate and pay the  
24 Class Counsel Award to Class Counsel from the Total Settlement Amount no  
25 later than five (5) calendar days after the Funding Date. Class Counsel shall  
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1 be solely and legally responsible to pay all applicable taxes on the payment  
2 made pursuant to this paragraph. The Settlement Administrator shall issue an  
3 IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to  
4 this paragraph. In the event that the Court reduces or does not approve the  
5 requested Class Counsel Award, Plaintiff and Class Counsel shall not have  
6 the right to revoke the Settlement, or to appeal such order, and the Settlement  
7 will remain binding.  
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10 11. PAGA Settlement. Ten Thousand Dollars (\$10,000) shall be allocated from  
11 the Total Settlement Amount for settlement of claims for civil penalties under  
12 the Private Attorneys General Act of 2004 (“PAGA Settlement”). The  
13 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA  
14 Settlement (\$7,500) to the California Labor and Workforce Development  
15 Agency no later than twenty-five (25) calendar days after the Funding Date  
16 (hereinafter “LWDA Payment”). Twenty-five (25%) of the PAGA Settlement  
17 (\$2,500) will be distributed to the Aggrieved Employees as described in this  
18 Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of  
19 distributing the PAGA Settlement to the Aggrieved Employees, each  
20 Aggrieved Employee shall receive their pro-rata share of the Aggrieved  
21 Employee Payment using the PAGA Payment Ratio as defined above.  
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23  
24 12. Settlement Administration Costs. The Settlement Administrator shall be paid  
25 for the costs of administration of the Settlement from the Total Settlement  
26 Amount. The estimate of the Settlement Administration Costs is \$8,500. The  
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1 Settlement Administrator shall be paid the Settlement Administration Costs  
2 no later than twenty-five (25) calendar days after the Funding Date.

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4 N. Defendant's Option to Revoke Settlement. Defendant has the right to revoke the  
5 Settlement and Defendant shall have the option to terminate this Settlement if, after  
6 the Responsive Deadline, the number of Settlement Class Members who submitted  
7 timely and valid written requests for exclusion from the Settlement is at least ten  
8 percent (10%) of all Settlement Class Members. If Defendant exercises the option to  
9 terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel  
10 within five (5) calendar days after (i) providing the Class Date to the Settlement  
11 Administrator or (ii) the Settlement Administrator provides information regarding opt  
12 outs (which can occur no later than fourteen (14) calendar days after the Response  
13 Deadline, and (b) pay all Settlement Administration Costs incurred up to the date or  
14 as result of the termination; and the Parties shall proceed in all respects as if this  
15 Agreement had not been executed.

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18 O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with  
19 the Court a Motion for Order Granting Final Approval and Entering Judgment, within  
20 twenty-eight (28) days following the expiration of the Response Deadline, which  
21 motion shall request final approval of the Settlement and a determination of the  
22 amounts payable for the Class Representative Service Award, the Class Counsel  
23 Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiff will  
24 provide Defendant with a draft of the Motion at least 3 business days prior to the filing  
25 of the Motion to give Defendant an opportunity to propose changes or additions to  
26 the Motion  
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1           1.     Declaration by Settlement Administrator. No later than fourteen (14) days  
2           after the Response Deadline, the Settlement Administrator shall submit a  
3           declaration in support of Plaintiff's motion for final approval of this  
4           Settlement detailing the number of Notice Packets mailed and re-mailed to  
5           Class Members, the number of undeliverable Notice Packets, the number of  
6           timely requests for exclusion, the number of objections received, the amount  
7           of the average Individual Settlement Payment and highest Individual  
8           Settlement Payment, the Settlement Administration Costs, and any other  
9           information as the Parties mutually agree or the Court orders the Settlement  
10          Administrator to provide.

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12  
13          2.     Final Approval Order and Judgment. Class Counsel shall present an Order  
14          Granting Final Approval of Class Action Settlement to the Court for its  
15          approval, and Judgment thereon, at the time Class Counsel files the Motion  
16          for Final Approval.

17  
18          N.     Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
19          an opportunity for Counsel for Defendant to review the Motions for Preliminary and  
20          Final Approval, including the Order Granting Final Approval of Class Action  
21          Settlement, and Judgment before filing with the Court. The Parties and their counsel  
22          will cooperate with each other and use their best efforts to affect the Court's approval  
23          of the Motions for Preliminary and Final Approval of the Settlement, and entry of  
24          Judgment.

- 1 O. Cooperation. The Parties and their counsel will cooperate with each other and use  
2 their best efforts to implement the Settlement.
- 3
- 4 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,  
5 except such proceedings necessary to implement and complete the Settlement, pending  
6 the Final Approval/Settlement Fairness Hearing to be conducted by the Court  
7
- 8 Q. Amendment or Modification. This Agreement may be amended or modified only by  
9 a written instrument signed by counsel for all Parties or their successors-in-interest.  
10
- 11 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
12 Agreement among these Parties, and no oral or written representations, warranties or  
13 inducements have been made to any Party concerning this Agreement or its Exhibit  
14 other than the representations, warranties and covenants contained and memorialized  
15 in this Agreement and its Exhibit.  
16
- 17 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
18 represent they are expressly authorized by the Parties whom they represent to negotiate  
19 this Agreement and to take all appropriate Action required or permitted to be taken by  
20 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
21 documents required to effectuate the terms of this Agreement. The persons signing  
22 this Agreement on behalf of Defendant represents and warrants that he/she is  
23 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and  
24 warrants that she is authorized to sign this Agreement and that she has not assigned  
25 any claim, or part of a claim, covered by this Settlement to a third-party.  
26  
27  
28

1 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
2 press releases, initiate any contact with the press, respond to any press inquiry, or have  
3 any communication with the press about the fact, amount or terms of the Settlement  
4 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
5 of its terms for any marketing or promotional purposes. Nothing herein will restrict  
6 Class Counsel from including publicly available information regarding this settlement  
7 in future judicial submissions regarding Class Counsel's qualifications and experience.  
8 Further, Class Counsel will not include, reference or use the Settlement Agreement for  
9 any marketing or promotional purposes, , either before or after the Motion for  
10 Preliminary Approval is filed.  
11

12  
13 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
14 to the benefit of, the successors or assigns of the Parties, as previously defined.  
15

16 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
17 shall be governed by and interpreted according to the laws of the State of California.  
18

19 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
20 executed counterparts and each of them shall be deemed to be one and the same  
21 instrument provided that counsel for the Parties to this Agreement shall exchange  
22 among themselves copies or originals of the signed counterparts.  
23

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

1 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
2 respect to the interpretation, implementation and enforcement of the terms of this  
3 Agreement and all orders and judgments entered in connection therewith, and the  
4 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
5 interpreting, implementing and enforcing the settlement and all orders and judgments  
6 entered in connection with this Agreement.  
7

8 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
9 the Court shall first attempt to construe the provisions valid to the fullest extent  
10 possible consistent with applicable precedents so as to define all provisions of this  
11 Agreement valid and enforceable.  
12

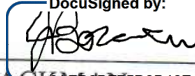
13 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently  
14 intend to pursue any claims against the Released Parties, including, but not limited to,  
15 any and all claims relating to or arising from Plaintiff's employment with Defendant,  
16 regardless of whether Class Counsel is currently aware of any facts or legal theories  
17 upon which any claims or causes of action could be brought against Released Parties,  
18 including those facts or legal theories alleged in the operative complaint in this Action.  
19 The Parties further acknowledge, understand and agree that this representation is  
20 essential to the Agreement and that this Agreement would not have been entered into  
21 were it not for this representation.  
22

23 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
24 certification for purposes of this settlement only.  
25  
26  
27  
28

1 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the  
 2 Released Claims have merit and give rise to liability on the part of Defendant.  
 3 Defendant claims that the Released Claims have no merit and do not give rise to  
 4 liability. This Agreement is a compromise of disputed claims. Nothing contained in  
 5 this Agreement and no documents referred to and no action taken to carry out this  
 6 Agreement may be construed or used as an admission by or against the Defendant or  
 7 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other  
 8 than as may be specifically set forth herein, each Party shall be responsible for and  
 9 shall bear its/his own attorney's fees and costs.  
 10

11  
 12 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

13  
 14 DATED: 8/24/2021

15 DocuSigned by:  
  
 16 JESSICA BARACKMAN 16AFD9BF75D9B46F...

17  
 18 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

19  
 20 DATED: 8/19/21

21  PRESIDENT  
 22 EBS ENTERPRISES, INC. d.b.a. TEAZ N PLEAZ

23 ROBERT B. COSTA PRESIDENT  
 24 Printed Name

25 President  
 26 Title

27  
 28 IT IS SO AGREED AS TO FORM BY COUNSEL:

1 DATED: 8/24/2021  
2 \_\_\_\_\_  
3  
4  
5  
6

JCL LAW FIRM, A.P.C.

By: \_\_\_\_\_  
DocuSigned by:  
Jean-Claude Lapuyade  
0EBC25D5B9CD469...

Attorneys for Plaintiff and the Settlement Class  
Members

7 DATED: 8/24/2021  
8 \_\_\_\_\_  
9  
10  
11  
12

ZAKAY LAW GROUP, APLC

By: \_\_\_\_\_  
DocuSigned by:  
Shani B. Zakay  
4ECDE73A91D4420...

Attorneys for Plaintiff and the Settlement Class  
Members

13 DATED: 8/24/2021  
14 \_\_\_\_\_  
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SCOTT E. GIZER  
BRETT G. MOORE  
EARLY SULLIVAN WRIGHT GIZER & McRAE

LLP.

By: \_\_\_\_\_  
Scott E. Gizer

Attorneys for Defendants

# **EXHIBIT A**

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

*(Barackman v. Teaz N Pleaz Inc. El Dorado County Superior Court Case No. SC 20200179)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS NOTICE CAREFULLY.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Settlement Share is: \$&lt;&lt;[REDACTED]&gt;&gt;. See the explanation below.</b></p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.</p> |
| <b>Exclude Yourself</b>                                             | <p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement.</b></p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                        |
| <b>Object</b>                                                       | <p>You may write to the Court about why you believe the settlement should not be approved.</p> <p>Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                                                         |

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of El Dorado (the “Court”) has been reached between Plaintiff Jessica Barackman (“Plaintiff”) and Defendant E.B.S. Enterprises, Inc. a Texas Corporation d.b.a. Teaz N Pleaz (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

All non-exempt employees who are or previously were employed by Defendant in California during the Class Period.

The “Class Period” is the period of time running from October 12, 2016 until May 10, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

## 2. What is this class action lawsuit about?

On December 21, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Ventura. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse Plaintiff for required expenses in violation of California Labor Code 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Defendant denies and disputes all claims asserted in the Actions. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Actions.

On May 10, 2021, the Parties participated in an all-day mediation with Hon. Carl J. West (RET), a respected jurist and an experienced mediator of wage and hour class actions. At the conclusion of the full-day mediation, the Parties reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

## 3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payments to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$8,500 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$75,000) and a Class Counsel Litigation

Expenses Payment of not more than \$15,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand and Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$10,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of Workweeks worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of Workweeks worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all non-exempt employees who are or previously were employed by Defendant in California during the PAGA Period. The PAGA Period means the period between October 12, 2019 until May 10, 2021.

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 1/3 of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 2/3 of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### 4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. **Released Class Claims** means all class claims alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims vested benefits, unpaid wages, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

#### 5. How much will my payment be?

Defendant's records reflect that you have <<\_\_\_\_>> Workweeks worked during the Class Period (October 12, 2016 until May 10, 2021).

Based on this information, your estimated Settlement Share is <<\_\_\_\_>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or re-mailed Notice].

#### 6. How can I get a payment?

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: \_\_\_\_\_. (800) \_\_\_\_\_.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

#### 7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is \_\_\_\_\_. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case **Barackman v. Teaz N Pleaz Inc. Case No. SC 20200179.**" The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### **8. How do I tell the Court that I would like to challenge the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is **Barackman v. Teaz N Pleaz Inc. Case No. SC 20200179.** You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than \_\_\_\_\_.** The address for the Settlement Administrator is \_\_\_\_\_.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
JCL Law Firm, APC  
3990 Old Town Ave., Suite C204  
San Diego, CA 92110  
Tel.: (619) 599-8292  
Fax: (619) 599-2891  
E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**Class Counsel:**

Shani O. Zakay, Esq.  
Zakay Law Group, APLC  
3990 Old Town Ave., Suite C204  
Tel: (619) 599-8292  
Fax: (619) 599-8291  
Email: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
Website: [www.zakaylaw.com](http://www.zakaylaw.com)

**Counsel for Defendant:**

Scott E. Gizer  
Early Sullivan Wright Gizer & McRae  
LLP  
6420 Wilshire Boulevard, 17th Floor  
Los Angeles, California 90048  
Tel.: (323) 301-4660  
Fax: (323) 301-4676  
E-Mail: [sgizer@earllysullivan.com](mailto:sgizer@earllysullivan.com)

#### **9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 00:00 AM/PM on \_\_\_\_\_, at the **El Dorado County Superior Court, located at 1354 Johnson Blvd., South Lake Tahoe, CA 96150** before Judge Michael J. McLaughlin. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

#### 10. How do I get more information about the Settlement?

You may call the Settlement Administrator at \_\_\_\_\_ or write to ***Barackman v. Teaz N Pleaz Inc. Case No. SC 20200179***, Settlement Administrator, c/o \_\_\_\_\_.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 3990 Old Town Ave., Suite C204, San Diego, CA 92110.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Participating Class Members who cashed his or her Settlement Share check using the same workweek formula used for distribution of the Net Settlement Amount. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.