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Attorneys for Defendants
RANDY TAYLOR CONSULTING LLC;
HARVEST DISPENSARIES, CULTIVATIONS
AND PRODUCTION FACILITIES LLC

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MCKENNA ALYSSE JOHNSON,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

RANDY TAYLOR CONSULTING LLC, an
Arizona Limited Liability Company;
HARVEST DISPENSARIES,
CULTIVATIONS AND PRODUCTION
FACILITIES LLC, an Arizona Limited
Liability Company; and DOES 1 through
100, inclusive,

Case No. 21MCV00156

**ASSIGNED FOR ALL PURPOSES TO
HON. HELEN ZUKIN, DEPT. 207, Beverly
Hills Courthouse**

CLASS ACTION/PAGA SETTLEMENT

**DECLARATION OF LINDSAY KLINE
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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DECLARATION OF LINDSAY KLINE

I, LINDSAY KLINE, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5635. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for McKenna Johnson (“Plaintiff”), and Randy Taylor Consulting, LLC, and Harvest Dispensaries, Cultivations and Production Facilities, LLC (“Defendants”), (collectively the “Parties”), to provide settlement administration services in the *McKenna Johnson v. Randy Taylor Consulting, LLC, et. al.* Settlement. In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel and Class Members; (d) printing and mailing the Notice of Proposed Class Action / PAGA Settlement and Fairness Hearing (hereafter “Class Notice”) to Class Members; (e) receiving and validating Requests for Exclusion, Objections or Disputes of Workweeks submitted by Class Members; (f) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendants; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

TOLL FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Class Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal

1 business hours or to leave a message and receive a return call during non-business hours. Spanish-
2 speaking representatives are available during normal business hours. The toll-free telephone number
3 included in the Class Notice was (888) 369-3780 and was live on September 2, 2022.

4 **NOTIFICATION TO THE CLASS**

5 5. On August 22, 2022, Defense Counsel provided Simpluris with a mailing list (“Class
6 List”) containing Class Members’ names, most recent mailing address, Social Security numbers and
7 dates of employment for each Class Member during the Class Period. The Class List contained data for
8 one hundred and sixty-one (161) Class Members.

9 6. On September 2, 2022, Simpluris received the Court-approved Class Notice. The Class
10 Notice advised Class Members of their right to request exclusion from the Settlement, object to the
11 Settlement, dispute workweeks, do nothing, and the implications of each such action. The Class Notice
12 advised Class Members of applicable deadlines and other events, including the Final Approval Hearing,
13 and how Class Members could obtain additional information.

14 7. The one hundred and sixty-one (161) addresses contained in the Class List were
15 processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by
16 the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal
17 Service. In the event that any individual had filed a U.S. Postal Service change of address request, the
18 address listed with the NCOA would be utilized in connection with the mailing of the Class Notice.
19 Simpluris was able to locate thirty-one (31) updated addresses using NCOA prior to the mailing of the
20 Class Notice.

21 8. On September 2, 2022, Class Notice was mailed to one hundred and sixty-one (161)
22 Class Members with addresses contained in the Class List via First Class mail or updated via the
23 NCOA search. A copy of the Class Notice is attached hereto as **Exhibit A**.

24 9. A total of fourteen (14) Class Notices were returned to Simpluris. Of these, zero (0)
25 were returned with a forwarding address. If a Class Member’s Class Notice was returned by the USPS
26 as undeliverable and without a forwarding address, Simpluris performed an advanced address search
27 (i.e., skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-
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1 Nexis. Simpluris used the Class Member's name and previous address to locate a current address.
2 Through the advanced address searches, Simpluris was able to locate eleven (11) updated addresses and
3 Simpluris promptly mailed a Class Notice to those updated addresses. Ultimately, there are three (3)
4 Class Notices that remain undeliverable. Simpluris was able to achieve a successful deliverable rate of
5 98.1% to the Class.

6 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

7 10. The deadline for Class Members to submit a Request for Exclusion (i.e., Opt out) or
8 Dispute work weeks was October 3, 2022. The deadline for Class Members to submit an Objection is
9 October 20, 2022.

10 11. As of this date, Simpluris has not received any Requests for Exclusion from Class
11 Members.

12 12. As of this date, Simpluris has not received any Objections to the Settlement from Class
13 Members.

14 13. As of this date, Simpluris has not received any Disputes regarding work weeks from
15 Class Members.

16 **CLASS MEMBER AWARDS**

17 14. As of this date, there are one hundred and sixty-one (161) Class Members who will be
18 paid their portion of the Net Settlement Fund.

19 15. The Net Settlement Fund of \$260,107.80 available to pay Class Members was
20 determined by subtracting the Class Counsel's Fees (\$161,505.00), Class Counsel's Litigation Costs
21 (\$9,387.20), Named Plaintiffs Service Awards (\$10,000.00), PAGA LWDA payment (\$30,000.00), and
22 the Administration Costs (\$4,000.00) from the Maximum Settlement Amount (\$485,000.00).

23 16. The ***average estimated Settlement payment*** is \$1,615.58, and the ***highest estimated***
24 ***Settlement payment*** is \$6,186.35.

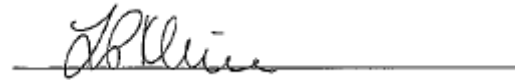
25 17. Pursuant to the Settlement, \$10,000 of the PAGA Allocation is to be distributed to
26 PAGA Members based on the number of 14-day pay periods that each worked during the PAGA
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1 Period. The ***average estimated PAGA payment*** is \$76.92, and the ***highest estimated PAGA payment*** is
2 \$210.49. There are one hundred and thirty (130) PAGA members.

3 **ADMINISTRATION COSTS**

4 18. Simpluris' total costs for services in connection with the administration of this
5 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
6 \$4,000.00. Simpluris' work in connection with this matter will continue with the calculation of the
7 settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax
8 reporting on such payments.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing is
10 true and correct. Executed this 3rd day of October 2022, in Costa Mesa, CA.

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14 Lindsay Kline
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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Case No. 21MCV00156

McKenna Alysse Johnson v. Randy Taylor Consulting LLC et al.

NOTICE OF PROPOSED CLASS ACTION/PAGA SETTLEMENT AND FAIRNESS HEARING

TO: All current and former non-exempt California employees of Randy Taylor Consulting LLC and Harvest Dispensaries, Cultivations and Production Facilities LLC from December 20, 2018 through April 30, 2022.

«IMb1ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

SIMID «SIMID»

«Address1» «Address2»

«City» «State» «Zip»-«ZipDPC3»

«City», «State» «Zip»-«ZipDPC3»

THIS NOTICE MAY AFFECT YOUR RIGHTS.

PLEASE READ THIS NOTICE CAREFULLY.

YOU ARE HEREBY NOTIFIED THAT A HEARING HAS BEEN SCHEDULED FOR NOVEMBER 1, 2022 AT 9:30 AM BEFORE THE HONORABLE HELEN ZUKIN, SUPERIOR COURT JUDGE OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, TO CONSIDER A PROPOSED SETTLEMENT OF THE CLAIMS THAT HAVE BEEN BROUGHT ON YOUR BEHALF.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement by visiting the class action settlement website administered by the settlement administrator Simpluris at www.simpluris.com/case-search/, by contacting Class Counsel (contact information set out in section VII below), by accessing the Court docket in this case through the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 21MCV00156, or by visiting the office of the Clerk of the Court located at 9355 Burton Way, Beverly Hills, California, 90210, Monday through Friday, excluding Court holidays. PLEASE DO NOT WRITE TO OR TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT. The Amount you will be paid under this Settlement is on the last page of this document.

I. INTRODUCTION

On January 21, 2021, Plaintiff McKenna Alysse Johnson filed a lawsuit against defendants Randy Taylor Consulting LLC and Harvest Dispensaries, Cultivations and Production Facilities LLC ("Defendants") for penalties under the Private Attorney General Act ("PAGA"). On June 30, 2022 a First Amended Complaint was filed adding class claims for failing to properly provide meal periods or pay a premium in lieu thereof, failing to properly authorize and permit rest breaks or pay a premium in lieu thereof, failure to pay wages for all time worked (including overtime and minimum wage), failure to timely pay wages at termination, failing to provide compliant wage statements, failure to reimburse expenses, alleged unlawful deductions from wages and unfair business practices.

A tentative settlement of the case has been reached with Defendants. The settlement applies to the following settlement class: All current and former non-exempt California employees of Defendants from December 20, 2018 through April 30, 2022. ("Class Period").

II. THE REASON YOU HAVE RECEIVED THIS NOTICE

You are a Class Member for purposes of the settlement of this case. Your rights will be affected because the current Class Representative, McKenna Alysse Johnson and Defendants ("the Parties"), have tentatively settled the lawsuit. Pursuant to that tentative settlement, the Court is considering the entry and final approval of the settlement. On August 8, 2022, the Court preliminarily determined that this lawsuit could be settled against Defendants.

You are hereby notified that:

1. A settlement of the claims of on behalf of Class Members has been proposed by Class Representative McKenna Alyse Johnson, on the one hand, and Defendants, on the other.
2. The proposed settlement has been submitted to the Court and has received preliminary approval.
3. You and any Class Members have the right to object to the proposed settlement by following the procedures in Part V of this notice or to opt out of the proposed settlement by following the procedures set forth in Part VI of this notice.
4. A hearing to finally approve the settlement is scheduled for November 1, 2022 at 9:30 AM in Dept. 207, at the Los Angeles Superior Court, located at 9355 Burton Way, Beverly Hills, California, 90210, before the Honorable Helen Zukin.

At the hearing, any Class Member who did not opt-out may appear and object to the proposed settlement. However, the Court might not allow such person to be heard at the hearing, or may not consider papers or written briefs, unless the procedures set forth in Part V of this Notice have been followed. You should read that part carefully. Class Members who do not make objections in the manner provided in Part V of this Notice might be deemed by the Court to have waived such objections.

This notice is not to be understood as an expression of any opinion by the Court as to the merits of any claims or defenses asserted by any party in these lawsuits. This notice is sent for the sole purpose of informing you of the pendency of this lawsuit and the terms of the proposed settlement so that you may make appropriate decisions. You may obtain a copy of the Settlement Agreement by visiting the class action settlement website administered by the settlement administrator Simpluris at www.simpluris.com/case-search/, or by contacting Class Counsel, who are identified in Part VII below.

III. NATURE OF THE LAWSUIT

In this case, Plaintiff sued Defendants for that alleged violations of California's wage and hour laws with respect to Plaintiff and Class Members by, *inter alia*, failing to properly provide meal periods or pay a premium in lieu thereof, failing to properly authorize and permit rest breaks or pay a premium in lieu thereof, failure to pay wages for all time worked (including overtime and minimum wage), failure to timely pay wages at termination, failing to provide compliant wage statements, failure to reimburse expenses, alleged unlawful deductions from wages, and thereby also violated California Business & Professions Code section 17200, et seq. and seeks penalties under PAGA, as well as fees and costs. Defendants denied and continue to deny all of the allegations made by Plaintiff.

Plaintiff and Defendants have tentatively settled this lawsuit. The settlement has received preliminary approval of the Court, subject to notice being provided to Class Members and final approval by the Court after a public hearing. This proposed settlement is described in the next section.

As a Class Member, you will receive money from the proposed settlement if the Court grants final approval. If the proposed settlement is not approved, then the offer of settlement will be deemed withdrawn, and the case will proceed in Court as if no settlement had ever been made.

IV. SUMMARY OF THE RELIEF GRANTED BY THE PROPOSED SETTLEMENT AGREEMENT

For purposes of settlement, and without admitting any liability, Defendants have agreed to provide certain relief to Class Members. The following is only a summary of the relief contained in the proposed settlement. In the event there are any conflicts between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall govern. The relief granted by the proposed Settlement Agreement is summarized as follows:

1. Defendants will pay the total sum ("Sum") Four Hundred and Eighty-Five Thousand Dollars (\$485,000.00), less attorneys' fees and costs awarded to Class Counsel, any enhancement awarded to the Class Representative, the costs of the appointed Claims Administrator, payment of \$40,000.00 to the California Labor Workforce and Development Agency (LWDA) (75% goes to the LWDA and 25% to Class Members), and taxes on the portion of the settlement treated as wages (employer and employee side).

2. Out of the Sum, Defendants will pay reasonable attorneys' fees as determined by the Court not to exceed \$161,505 and actual costs incurred by Class Counsel (not to exceed \$15,000). All payments for attorneys' fees and costs will be paid from the Sum, which will reduce any payments made to the Class Members. Class Counsel will apply to the court for approval of their attorneys' fees and costs at the hearing scheduled for November 1, 2022, at 9:30 AM.
3. Plaintiff McKenna Alyse Johnson will apply for an enhancement payment in the amount of \$10,000. The enhancement payment is in recognition of the time and efforts Plaintiff expended in this case on behalf of the Class Members.
4. The settlement provides monetary compensation to Class Members for unpaid compensation, unpaid premiums, unpaid wages, interest thereon, PAGA penalties and other penalties.
5. Any Participating Class Member has the right to object to the proposed settlement by following the procedures set forth in Part V below or to opt out as set forth in Part V below.
6. In exchange for the payments set for above, the Class Member will provide Defendants with the releases set forth in Section VIII below.

Based upon the equitable formula that has been devised, not all Participating Class Members will receive the same amount from the settlement. Monies paid pursuant to the settlement are taxable; all lawful payroll deductions will be taken from 20% of each Class Member's payment, while the remaining 80% will be paid without payroll deductions.

V. HEARING AND PROCEDURE FOR OBJECTING TO THE SETTLEMENT AGREEMENT

Unless you object to the proposed Settlement Agreement, you do not need to appear at the hearing at which the Court will consider final approval of the Settlement Agreement. If you object you can appear at the hearing or submit a written objection. All written objections and supporting papers must (a) clearly identify the case name and number (*Johnson v. Randy Taylor Consulting LLC and Harvest Dispensaries, Cultivations and Production Facilities LLC*, Case 21MCV00156), (b) be submitted to the Court either by mailing them to Class Action Clerk, Los Angeles Superior Court, 9355 Burton Way, Beverly Hills, California, 90210, and to the Claims Administrator at P.O. Box 26170, Santa Ana, CA 92799 and (c) be filed or postmarked on or before October 20, 2022.

VI. OPT-OUT PROCEDURE

You may opt-out of the settlement by submitting an opt-out notice to the Claims Administrator at P.O. Box 26170, Santa Ana, CA 92799 post-marked by October 3, 2022. To be valid, the opt-out notice: (1) must contain your full name, address and last four digits of your social security number; and (2) must be signed by you. The opt-out notice should also state in substance: "*I wish to opt-out of the class action settlement in the Johnson case and that I understand that by requesting to opt-out of the settlement, I will receive no money from the settlement.*" If the opt-out notice does not contain the information listed in (1)-(2) or is not postmarked by the date stated above and returned to the Claims Administrator at the specified address, it will not be deemed a timely and valid request to opt-out of the settlement. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the opt-out form has been timely submitted. Any Class Members who submit a timely and valid opt-out notice from the settlement will not be entitled to any recovery under the settlement and will not be bound by the terms of the settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a timely and valid opt-out request on or before the Response Deadline shall be Class Members bound by all terms of the settlement and the Final Approval Order entered in this Action if the settlement is approved by the Court. If you opt-out you have no right to object to the settlement. Any opt-out is not effective as to the PAGA part of the settlement as you have no right to opt out of the PAGA settlement.

VII. CLASS COUNSEL

If you have any questions concerning the proposed Settlement Agreement, or this Notice, you may contact either of the following Class Counsel:

Taras Kick
Greg Taylor
The Kick Law Firm, APC
815 Moraga Drive
Los Angeles, California 90049

VIII. Releases

If you participate in the settlement you will agree to provide the following release of claims against Defendants:

1. Released Claims” means all claims for violations of the following Labor Code sections, as well as civil penalties under PAGA, that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the Class Employees and the State of California, herself and the PAGA Employees for the entire Class Period (the period of time from December 20, 2018 through July 2, 2022) and entire PAGA Period (the period of time from November 16, 2019 through July 2, 2022), based on the facts alleged in the First Amended Complaint for the Class Period and PAGA Period, including but not limited to: (a) failure to provide meal periods; (b) failure to provide rest breaks; (c) failure to pay wages, including minimum wage and overtime; (d) failure to provide accurate wage statements; (e) failure to reimburse expenses; (f) alleged unlawful deductions; (g) alleged violation of California’s tip law; (h) waiting time penalties; (i) penalties under PAGA for alleged violations of Labor Code sections 201-203, 204, 210, 221, 223, 226, 226.3, 226.7, 351, 400-410, 510, 512, 558, 558.1, 1174-1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2699 et. seq., and 2802, claims for violation of the provision of the applicable Wage Order regarding meal periods, rest periods, minimum wage, as well as allegations regarding the late payment of final wages, failure to pay minimum wage or overtime, failure to provide meal periods, failure to authorize and permit rest breaks, failure to reimburse expenses, unlawful deductions, improper tip rules, inaccurate wage statements and inaccurate/incomplete recordkeeping; (j) claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; (k) any other remedies, penalties, or interest based on the facts alleged in the Complaint; and (l) all claims that Plaintiff and/or the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of PAGA Representative Payment pursuant to this Settlement Agreement. The Released Claims are released for the entire Class Period (defined above) and the PAGA Period which is defined as the time period from November 16, 2019 through July 2, 2022.

2. As of the Effective Date, Plaintiffs and the Participating Class Members (those who do not opt-out) release the Released Parties from the Released Claims in exchange for the consideration provided by the Settlement Agreement. The “Released Parties” are Defendants and its parent, affiliates, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, and attorneys.

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

Defendants’ records indicate that during the applicable time period, from December 20, 2018 through July 2, 2022, you worked «MERGED_PayPeriods» Pay Periods as a non-exempt employee in California for Defendants. If you disagree with the Pay Periods figure as set forth above, you must notify the Claims Administrator in writing by the deadline of October 3, 2022 and attach documentation supporting your dispute. Failure to provide this information and satisfactory supporting documentation of the Pay Periods you believe you worked for Defendants during the applicable time period will result in any claim you submit being based solely on Defendants’ records.

ESTIMATED CLAIM AMOUNT

Based on the above your estimated payment is \$«MERGED_EstSettAmnt_CALC» (“Individual Settlement Amount”). This estimated amount is only an estimate. The actual amount of your Individual Settlement Amount may increase or decrease based on several factors, including the final amounts approved by the Court and disputes raised by other Class Members. As a result, you may receive a smaller, or larger, payment.