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Attorneys for Plaintiff
7 MCKENNA ALYSSE JOHNSON,
individually, and on behalf of all others
8 similarly situated
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – BEVERLY HILLS COURTHOUSE**

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

14 Plaintiff,

15 vs.

16 RANDY TAYLOR CONSULTING LLC, an
Arizona Limited Liability Company; HARVEST
17 DISPENSARIES, CULTIVATIONS AND
PRODUCTION FACILITIES LLC, an Arizona
18 Limited Liability Company; and DOES 1 through
100, inclusive,
19 Defendants.
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Case No.: 21SMCV00156

*[Assigned for all purposes to the Hon. Helen
Zukin, Dept. 207]*

COMPLEX CLASS ACTION

**DECLARATION OF TARAS KICK IN
SUPPORT OF UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: November 1, 2022
Time: 9:30 AM
Dept: 207

Complaint filed: January 21, 2021
FAC filed: July 1, 2022
Trial date: None set

1 I, Taras Kick, declare:

2 1. I am an attorney licensed to practice before all courts of the State of California and a
3 shareholder with The Kick Law Firm, APC. The following is based on my personal knowledge, and, if
4 called as a witness, I could and would testify competently thereto.

5 2. I have been a member of the California State Bar since 1989, the year I graduated from the
6 University of Pennsylvania Law School. Prior to that, in 1986, I graduated from Swarthmore College,
7 from which I earned a Bachelor of Arts degree in Economics and Psychology. I have served as class
8 counsel in numerous national and California state class actions, including being appointed lead counsel
9 and a member of plaintiffs' executive committees. From 2012 to September 2017, I was a Commissioner
10 of the California Law Revision Commission, an independent state agency created by statute in 1953 to
11 assist the Legislature and Governor by examining California law and recommending needed reforms,
12 having been appointed by Governor Edmund G. Brown Jr. in 2012, and was Chairperson of the
13 Commission from September 2015 through September 2016 (although my role in this case is independent
14 of any aspect of my duties with the Commission and does not reflect one way or the other any positions
15 of the Commission). For over five years I was a member of the national Board of Directors of Public
16 Justice, including its Class Action Preservation Committee. I am or have been a member of numerous
17 other committees pertaining to consumer class actions, including the American Association for Justice
18 Class Action Litigation Sub-Group; the Consumer Attorneys of California Class Action Group; the
19 American Bar Association Committee on Class Actions & Derivative Suits; and, the State Bar of
20 California Antitrust and Unfair Competition Litigation section. The Kick Law Firm, APC primarily
21 represents plaintiffs in wage and hour and consumer class actions.

22 3. The class action cases in which this firm has been appointed either as lead counsel, or as
23 co-lead counsel, include the following: *In Re Southern California Gas Leak Cases*, Judicial Council
24 Coordinated Proceeding No. 4861, assigned to Hon. Daniel J. Buckley, Coordination Trial Judge, Dept.
25 SSC-1 (co-lead counsel and member of the class action steering committee, final approval granted April
26 29, 2022); *Samano v. Deleons Transport Inc.*, Los Angeles County Superior Court, Case No.
27 19STCV44589, assigned for all purposes to Hon. Elihu M. Berle (class and representative PAGA action;

1 final approval granted January 22, 2022); *Johnson, et al., v. Angel View*, San Bernardino County Superior
2 Court, Case No. CIVDS1935378 (class and representative PAGA action; final approval granted
3 November 18, 2021); *Imperial Wage And Hour Cases*, San Bernardino County Superior Court, Case No.
4 JCPDS5130 (class and representative PAGA action; final approval granted November 2, 2021); *Metzke*
5 *v. Thermo Fisher Scientific, Inc.*, San Francisco County Superior Court, Case No. CGC-19-581914 (class
6 and representative PAGA action; final approval granted October 28, 2021); *Story v. SEFCU*, United States
7 District Court for the Northern District of New York, Case No. 1:18-cv-00764 (an overdraft fee class
8 action, final approval granted on February 25, 2021); *Daves, et al. v. Amadeus Waterawys, Inc.*, Los
9 Angeles County Superior Court, Case No. 19STCV25203, assigned for all purposes to Hon. Ann I. Jones
10 (wage & hour class action; final approval granted January 8, 2021); *Smith v. Bank of Hawaii*, United States
11 District Court for the District of Hawaii, Case No. 1:16-cv-00513 (an overdraft fee class action, final
12 approval granted on December 22, 2020); *Coleman-Weathersbee v. Michigan State University Federal*
13 *Credit Union*, United States District Court for the Eastern District of Michigan, Case No. 2:19-cv-11674
14 (an overdraft fee class action, final approval granted on July 29, 2020); *Walker v. People's United Bank*,
15 United States District Court for the District of Connecticut, Case No. 3:17-cv-00304 (an overdraft fee
16 class action, final approval granted on June 29, 2020); *Salls v. Digital Federal Credit Union*, United States
17 District Court for the District of Massachusetts, Case No. 18-cv-11262-TSH (an overdraft fee class action,
18 final approval granted in January 2020); *Pingston-Poling v. Advia Credit Union*, United States District
19 Court for the Western District of Michigan, Case No. 1:15-CV-1208 (an overdraft fee class action, final
20 approval granted in January 2020); *Lloyd v. Navy Federal Credit Union*, United States District Court for
21 the Southern District of California, Case No. 3:17-cv-01280 (an overdraft fee class action, final approval
22 granted May 18, 2019); *Ketner v. SECU Maryland*, Civil No.:1:15-CV-03594-CCB (D. MD. 2017) (an
23 overdraft fee class action, final approval granted January 11, 2018); *Towner v. 1st MidAmerica Credit*
24 *Union*, No. 3:15-cv-1162 (S.D. Ill. 2017) (an overdraft fee class action, final approval granted in
25 November 2017); *Lane v. Campus Federal Credit Union*, Case No. 3:16-cv-00037 (M.D. La. 2017) (an
26 overdraft fee class action, final approval granted in August 2017); *Fry v. MidFlorida Credit Union*, United
27 States District Court for the Middle District of Florida, Case No. 8:15-CV-2743 (an overdraft fee class

1 action, final approval granted); *Ramirez v. Baxter Credit Union*, United States District Court for the
2 Northern District of California, Case No. 16-cv-03765-SI (an overdraft fee class action, final approval
3 granted); *Lynch v. San Diego County Credit Union*, San Diego County Superior Court, Case No. 37-2015-
4 00008551 (an overdraft fee class action, final approval granted); *Gunter v. United Federal Credit Union*,
5 United States District Court for the District of Nevada, Case No. 3:15-cv-00483-MMD-WGC (an
6 overdraft fee class action, final approval granted); *Hernandez v. Point Loma Credit Union*, San Diego
7 County Superior Court, Case No. 37-2013-00053519 (an overdraft fee class action, final approval
8 granted); *Gray v. Los Angeles Federal Credit Union*, Los Angeles County Superior Court, Case No.
9 BC625500 (an overdraft fee class action, final approval granted in); *Morales v. Kern Schools Federal*
10 *Credit Union*, Kern County Superior Court, Case No. BCV-15-100538 (an overdraft fee class action, final
11 approval granted in June 2017); *Manwaring v. Golden 1 Credit Union*, Sacramento County Superior
12 Court, Case No. 34-2013-00142667 (an overdraft fee class action, final approval granted); *Casey v.*
13 *Orange County Credit Union*, Orange County Superior Court No. 30-2013-00658493-CJ-BT-CXC (an
14 overdraft fee class action, final approval granted); *Sewell v. Wescom Credit Union*, Los Angeles County
15 Superior Court No. BC5860 (an overdraft fee class action, final approval granted); *Fernandez v. Altura*
16 *Credit Union*, Riverside County Superior Court, Case No. RIC1610873 (an overdraft fee class action,
17 final approval granted); *Hernandez v. Logix Federal Credit Union*, Los Angeles County Superior Court,
18 Case No. BC628495 (an overdraft fee class action, final approval granted); *Bowens v. Mazuma Federal*
19 *Credit Union*, United States District Court for the Western District of Missouri, Case No. 15-00758-CV-
20 W-BP (an overdraft fee class action, final approval granted); *Santiago v. Meriwest Credit Union*,
21 Sacramento County Superior Court, Case No. 34-2015-00183730 (an overdraft fee class action, final
22 approval granted); *Howard v. Sage Software*, Los Angeles County Superior Court Case No. BC487140
23 (final approval granted); *Kirtley v. Wadekar*, United States District Court for the District of New Jersey,
24 Case No. 05-5383 (final approval granted); *Pereyra v. Mike Campbell & Associates*, Los Angeles County
25 Superior Court Case No. BC365631 (final approval granted); *Alston v. Pacific Bell*, Los Angeles County
26 Superior Court Case No. BC297863 (final approval granted); *Oshaben v. Monster Worldwide, Inc.*, et al.,
27 San Francisco County Superior Court Case No. CGC-06-454538 (final approval granted); *Cole v. T-*

1 *Mobile USA, et al.*, Central District of California Case No. 06-6649 (final approval granted).

2 4. Other attorneys at The Kick Law Firm, APC (“TKLF”) who worked on this matter include
3 Daniel Bass, who was admitted to the California Bar in 2012 and has devoted the majority of his career
4 to assisting plaintiffs in employment and class action cases. Another TKLF attorney who worked on this
5 matter is Karen Wallace, who was admitted to the California Bar in 2010 and who since then has practiced
6 exclusively in plaintiffs’ employment and consumer cases. Another TKLF attorney who worked on this
7 matter is Jeffrey Bills, who was admitted to the California Bar in 2014 and has since then practiced
8 employment and consumer litigation. Another TKLF attorney who worked on this matter is Greg Taylor,
9 a 2016 graduate of UCLA School of Law who has represented plaintiffs in employment actions for
10 approximately five years before joining TKLF in 2022.

11 5. My hourly rate is \$900 an hour and has been approved by multiple courts across the
12 country, including recently in Los Angeles County in the *In Re Southern California Gas Leak Cases*,
13 Judicial Council Coordinated Proceeding No. 4861, by the Hon. Daniel J. Buckley, Coordination Trial
14 Judge, Dept. SSC-1, a case in which I was co-lead counsel for the class case portion of that litigation. The
15 other attorneys being included in the firm’s lodestar have been approved at the rates being presented in
16 this motion, with the exception of Mr. Taylor as this is his first inclusion in a request for attorneys’ fees
17 since joining this law firm, but whose qualifications in my observation are equal to or greater than the
18 same rate previously approved by other associate attorneys at this firm.

19 6. To date, the lodestar of The Kick Law Firm, APC, in this matter is approximately \$109,025
20 with a total of 154.9 hours expended by TKLF. This includes 30 hours billed by me (which is after I have
21 reduced substantially based on billing judgment as my role included interfacing and briefing with several
22 attorneys on the case at the firm) at the rate of \$900 per hour; 17.3 hours for attorney Daniel Bass, 44.6
23 hours for attorney Karen Wallace, 31.4 hours for attorney Jeffrey Bills, and 28.6 hours for attorney Greg
24 Taylor, all at \$650 per hour.

25 7. Based on my personal knowledge and review of case records in this matter, below is a
26 summary and categorization of the hours expended in the prosecution of this case as follows:
27

<u>Task</u>	<u>Attorney Time</u>
Pre-suit investigation, Factual Development, Client Meetings and Correspondence <i>Researched potential causes of action; researched potentially applicable laws and regulations; researched CA state law; prepared letter to LWDA; internal correspondence</i>	TK – 2.4 DB – 13.2 JB – 1.3 GT – 0.2
Strategy, Case Analysis, Class Counsel Conferences and Status Conferences <i>Strategy meetings internally at the firm and with the proposed class representative throughout the case; meet and confer with opposing counsel in advance of case management conference; preparing and filing case management conference statements</i>	TK – 1.75 JB – 5.2 KW – 0.5 DB – 0.2 GT – 0.3
Pleadings <i>Researched, drafted, and edited complaint and amended complaint; related correspondence with client; providing notice of case reassignment</i>	TK – 2.5 DB – 3.9 JB – 0.7 KW – 2.1
Discovery <i>Internal correspondence re discovery; reviewed defendant's discovery requests; correspondence with class representative re discovery requests; drafting discovery responses; conferred re responses; requested, checked and analyzed timekeeping and payroll records produced by Defendant; retained and consulted with Berger Consulting regarding class-wide damages analysis</i>	TK – 0.75 JB – 19.3 KW – 1.6
Settlement <i>Coordinated settlement strategy; engaged in settlement discussions with opposing counsel; prepared for and engaged in private mediation; negotiated and finalized settlement agreement and all associated documentation</i>	TK – 12.25 JB – 4.9 KW – 30.6
Preliminary Approval <i>Drafted motion for preliminary approval of class action settlement, accompanying declarations, and proposed order</i>	TK – 7.5 KW – 8.5 GT – 2.6

<u>Task</u>	<u>Attorney Time</u>
Class Notice <i>Worked with notice administrator to develop notice plan; drafted notices; oversaw notice process.</i>	TK – 0.9 GT – 0.6 KW – 0.9
Final Approval, Settlement Execution, Distribution of Common Fund (Estimated) <i>Prepare motion for final approval and all supporting declarations; related correspondence with class representative and administrator; prepare for and attend final approval hearing, work with settlement administrator to ensure proper distribution of funds to class members and PAGA members, prepare any post-final approval motions.</i>	TK – 5 GT – 24.9
Totals	154.9 hours

8. The above hours and corresponding rates for each attorney at The Kick Law Firm, APC, including a reduction of hours for business judgment reasons, are broken down as follows:

Name	Hours	Rate	Total
Taras Kick (“TK”)	33.1	\$900	\$29,790
Daniel Bass (“DB”)	17.3	\$650	\$11,245
Karen Wallace (“KW”)	44.6	\$650	\$28,990
Jeffrey Bils (“JB”)	31.4	\$650	\$20,410
Greg Taylor (“GT”)	28.6	\$650	\$20,475
TOTAL			\$109,025.00

9. Further, substantial non-attorney staff at The Kick Law Firm, APC worked on this matter, including in a paralegal capacity, which I can estimate if requested. None of that time is included in the firm’s lodestar. Additionally, and based on past experience, I know I personally will incur additional time in connection with this matter, including preparing for and appearing at the final approval hearing; post-final approval document review; potentially fielding questions from class members; and, working with the settlement administrator. It is my best estimate this will be about another 10 hours of my time.

10. In addition to the above, paragraphs 10 through 16 further describe the work done by

1 attorneys at The Kick Law Firm, APC leading up to the present. First, prior to the filing of the complaint,
2 there was initial investigation of the claims alleged and conducted extensive legal research regarding
3 Defendant's potential liability and defenses; and communications with the class representative McKenna
4 Alysse Johnson before filing the complaint, including working with her to gather documents and
5 information. In addition, on November 16, 2020, Plaintiff provided notice to the Labor and Workforce
6 Development Agency ("LWDA") and Defendant, pursuant to the California Labor Code Private Attorneys
7 General Act of 2004 ("PAGA"), alleging Defendant violated various provisions of the California Labor
8 Code and IWC Wage Orders.

9 11. Plaintiff filed this action on January 21, 2021, and amended the pleadings on July 1, 2022,
10 with the filing of a First Amended Complaint ("FAC"). Defendants Randy Taylor Consulting, LLC and
11 Harvest Dispensaries, Cultivations and Production Facilities, LLC ("Defendant") filed an Answer to the
12 FAC on May 14, 2021.

13 12. The investigation and discovery conducted in this matter have been adequate to give the
14 Plaintiff and Class Counsel a sound understanding of the merits of their position, Defendant's defenses,
15 and to evaluate the reasonable value range of the claims of the Class. Counsel for the Parties used the pre-
16 mediation time period to investigate the veracity, strength, and scope of the claims, and also to prepare
17 the matter for class certification and trial. In addition to Plaintiff responding to formal requests for
18 production of documents, the Parties engaged in substantial informal discovery, which Class Counsel used
19 to evaluate the value of the claims. Specifically, Defendants produced a redacted employee list with their
20 dates of work as well as additional information regarding position, rates of pay, or change in status. Also
21 produced was a randomly selected time and pay record sampling (20% employee census method)
22 including (a) time records and/or other documentation that shows clock in and out data entries as well as
23 those for meal breaks and (b) payroll records showing payments to employees, total hours worked, rates
24 of pay, premium payments and any deductions made from pay or made to reimburse expenses. Finally,
25 company policies and procedures that applied to non-exempt employees regarding their work, hours, pay,
26 breaks and deductions/reimbursements were also produced. My office retained an expert specializing in
27 wage and hour damages and PAGA penalties calculation, Berger Consulting, to analyze this data, and the

analysis was used as a damages model for the mediation.

13. Based on good faith meet and confer efforts, the Parties agreed to proceed to mediation with The Hon. Lisa Hart Cole (Ret.), a well-respected and experienced mediator. On April 5, 2022, the parties participated in mediation with Hon. Lisa Hart Cole (Ret.), and although the matter did not settle at the mediation, Judge Cole presented a mediator's proposal at the end of the mediation session, which both sides accepted on April 6, 2022. On or about June 8, 2022, the parties signed a settlement agreement, under which Defendant agreed to pay \$485,000.00 into a settlement fund.

14. On June 29, 2022, Plaintiff filed a Motion for Preliminary Approval of Class Action Settlement and supporting documents. The Settlement is one which I believe is fair, adequate, and reasonable, and in the best interest of the class members. Attached as **Exhibit 1** is a true and correct copy of the fully executed Settlement Agreement.

15. On August 8, 2022, the Court entered the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), preliminarily approving the terms of the Settlement Agreement, the Class Notice, and the proposed administration procedures and associated deadlines.

16. Thereafter, Plaintiff drafted the concurrently filed Motion for Final Approval; and worked with the settlement administrator and opposing counsel on class notice and settlement administration issues.

17. The Kick Law Firm, APC undertook this case on a contingent basis, with the understanding that it would not be compensated for our efforts unless the case was successful. To date, TKLF has not been paid for any of its time spent on this matter. The time spent on this matter by the firm's attorneys has required considerable work that could have, and would have, been spent on other billable matters. As a result of having accepted and been devoted to this case, it is my informed belief this law firm wound up not representing parties in cases it otherwise would have, and which in my opinion would have compensated this firm at its hourly rates requested here.

18. The Kick Law Firm, APC is the only Class Counsel in this case, so there is no fee sharing.

19. Class Counsel requests reimbursement of \$9,481.10 for actual costs advanced and

necessarily incurred in connection with the prosecution and settlement of the Action to date. All of these out of these pockets were reasonably and necessarily incurred to pursue this Action and are detailed below:

Date	Vendor	Amount
3/22/2022	Mediation Hon. Cole	\$5,958.00
4/13/2022	Berger Consulting Group	\$2,300.00
7/20/2021	Hearing by Microsoft Teams	\$15.00
12/18/2020	Certified Mail USPS	\$6.95
11/16/2020	Certified Mail USPS	\$25.20
11/16/2020	LWDA	\$75.00
1/22/2021	LA Superior Court	\$437.50
11/9/2021	First Legal Network	\$12.95
2/3/2021	One Legal	\$465.56
4/28/2021	One Legal	\$18.74
8/4/2021	One Legal	\$20.80
10/3/2022	First Legal Network	\$51.50
5/13/2022	Case Anywhere - filing service	\$12.20
6/30/2022	Case Anywhere - filing service	\$12.20
6/30/2022	Case Anywhere - filing service	\$32.90
7/1/2022	Case Anywhere - filing service	\$12.20
8/8/2022	Case Anywhere - filing service	\$12.20
8/11/2022	Case Anywhere - filing service	\$12.20
	Total	\$9,481.10

20. As evidenced by her concurrently filed declaration, the proposed class representative McKenna Alyse Johnson is typical of the settlement classes. She was employed by Defendant during the Class Period and was subject to the same uniform policies and procedures with respect to timekeeping and payroll that resulted in the alleged wage and hour violations. Also, Ms. Johnson has participated in this case actively. She spent a substantial amount of time and effort in investigating the claims, gathering documents and other information, aiding in the preparation for mediation, and making herself available to provide the attorneys further information the entire day of mediation and when requested. She was also prepared and willing to testify on behalf of the class if necessary. She also demonstrated an understanding of the case, and her duties as a class representative to protect the absent class members. She was very helpful to the case, and very responsive to all of Class Counsel's requests. Moreover, she willingly faced reputational risks as a result of bringing the Action in order to champion the rights of her fellow workers.

1 21. The Parties propose that the funds represented by any uncashed or undeliverable checks be
2 distributed, subject to approval by the Court, to Public Citizen Foundation as the recipient of any cy pres
3 award. Public Citizen Foundation is a 501(c)(3) consumer advocacy organization that works to protect
4 consumer rights through education and litigation. I believe such distribution is appropriate and fulfills the
5 purposes of this wage and hour class action because Public Citizen is an organization that substantially
6 advocates on behalf of workers and consumers such as those at issue in this case. I am a member of Public
7 Citizen Foundation, but neither I nor any other member of my firm is on the Board of Directors nor
8 involved in the governance of the organization. I am not aware of any financial interest or involvement by
9 any counsel or party in the governance or work of Public Citizen.

10 22. Although I do believe this was a strong case, it did have risks. Had the Action not settled,
11 Defendants would have challenged class certification and liability. Defendants contended that
12 individualized questions of fact predominate over any common issues, and these issues would pose
13 challenges to certification. Defendants would have likely argued again at trial, if any, that Plaintiff's claims
14 were not appropriate for class-wide adjudication. On the other hand, Defendants also faced the risk of the
15 Court certifying a class and allowing a jury to decide Plaintiff's claims on a class-wide basis. Additionally,
16 preparation for trial would have been expensive for all Parties.

17 23. Were litigation to proceed, there is a strong likelihood it would be protracted and
18 contentious, as Defendants dispute all aspects of Plaintiff's claims. As a threshold matter, if the Agreement
19 is not approved, Plaintiff will have to prepare and file a motion for class certification, which outcome is
20 uncertain based on Defendants' contentions, *inter alia*, that class members are subject to an arbitration
21 agreement, that individual questions of fact predominate, and that Plaintiff cannot show the "willfulness"
22 requirement for Section 203 penalties. If the motion were granted, Defendant would likely move for
23 decertification, appeal certification, or move for Summary Judgment.

24 24. To succeed on the merits, Plaintiff would have to prove that Defendant actually engaged
25 in the practices and policies alleged and that those practices and policies violated the law. While Class
26 Counsel believe strong evidence exists showing Defendant's liability, there remains a risk that the trier of
27 fact might find otherwise. If the case were to proceed to trial, additional discovery would be needed and

1 the Parties would thus incur significant additional expenses, which money could go instead to fund a
2 settlement for the benefit of the Class as a whole. Moreover, discovery disputes would have certainly
3 arisen, which would have cost the Parties additional time and money.

4 25. Further, regardless of which Party prevailed, appellate practice would no doubt ensue,
5 further delaying any possible recovery by Class Members. In other words, both Parties would likely incur
6 substantial attorneys' fees and costs from continued litigation, likely approaching hundreds of thousands
7 of dollars. Furthermore, continued litigation would also have been expensive, including the expense of
8 expert witnesses and trial consultants, and, in my estimation, potentially hundreds of thousands of
9 additional dollars in attorney fees for both sides. Continued litigation also likely would have lasted
10 additional years.

11 26. Plaintiff's expert Berger Consulting quantified PAGA penalties for unpaid wages/tips,
12 meal breaks, rest breaks, and non-compliant wage statements under PAGA, Lab. Code § 2699(f)(2), using
13 a \$200 per employee per pay period for each subsequent violation, at \$1,756,800. However, in reality,
14 under current law the enhanced penalties of \$200 arguably would not be applicable as there was not yet a
15 finding the alleged conduct was wrongful. *See Bernstein v. Virgin Am., Inc.*, 3 F.4th 1127, 1144 (9th Cir.
16 2021). Therefore, the total exposure of Defendant for 100% PAGA penalties was about half of that, or
17 \$900,000. Further, with regard to the class period exposure, there are 161 class members versus 130 PAGA
18 period members. Berger Consulting calculated the PAGA shifts at 20,962. Extrapolating this to the class
19 period members based proportionately on the different number of membership of 130 versus 161 equals
20 25,961 shifts. If an underpayment were assumed for every single shift of .1 hours, this equals 2,596 hours,
21 which at the represented average hourly rate of pay of \$18.62 means \$48,338 in underpayment on hourly
22 work. Further, Berger Consulting calculated 10,088 unique rest break violations for the PAGA Period,
23 which if extrapolated proportionately to the Class Period equals approximately 12,509 violations, which
24 at \$18.62 each equals \$232,918. Adding this \$48,338 and \$232,918 to the approximate \$900,000 in PAGA
25 penalties equals \$1,181,256, of which the proposed \$485,000 settlement is approximately 41%.

26 27. Furthermore, Defendants contend that they maintained and implemented compliant wage
27 and hour policies at all relevant times, made employees aware of such policies, and implemented a process

1 to compensate employees if a compliant meal or rest period was not provided. Even Plaintiff's expert
2 agreed there did not appear to be any overtime violations.

3 28. Finally, regarding the class claims, not only are there only 161 class members, but there is
4 a strong argument by Defendant that the class members, including Plaintiff, were subject to an arbitration
5 agreement, and that this arguably would preclude a class action.

6 29. Defendants' argument that any underpayment to its employees "willfully or intentionally"
7 done, would, if successful, preclude any recovery. It may be difficult to show that the defense is
8 unsupported by any evidence, unreasonable, or presented in bad faith.

9 30. In light of the above considerations, and given the risks inherent in continuing to litigate,
10 including 1) the possibility of an unfavorable, or less favorable, result at trial, 2) the likely possibility that
11 post-trial motions may similarly result in a less favorable result than at trial, and 3) the possibility of a less
12 favorable result on appeal, with the certainty that the appeal process would be lengthy, Class Counsel
13 believes the Agreement is a fair, adequate, and reasonable resolution for the Class as a whole.

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

16 Executed this 5th day of October 2022, at Los Angeles, California.

17
18 /s/ Taras Kick

19 Taras Kick
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EXHIBIT 1

1 Taras Kick (SBN 143379)
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 3 **THE KICK LAW FIRM, APC**

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6 Attorneys for Plaintiff MCKENNA ALYSSE
 7 JOHNSON, individually, and on behalf of all others
 similarly situated employees/settlement class

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

16 SUPERIOR COURT OF CALIFORNIA

17 COUNTY OF LOS ANGELES

18
 19
 20 MCKENNA ALYSSE JOHNSON,
 individually, and on behalf of all others
 similarly situated,

21 Plaintiff,

22 vs.

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

Case No. 21MCV00156

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

**JOINT STIPULATION OF CLASS
 ACTION/PAGA SETTLEMENT
 AGREEMENT AND RELEASE**

IMAGED FILE

Trial Date: September 22, 2022
 Complaint Filed: January 21, 2021

Defendants.

Subject to the approval of the Court, this Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement”) is made and entered into by and between Plaintiff McKenna Alysse Johnson (“Plaintiff”), individually and as a representative of the Participating Class Members, as defined below, on the one hand, and Defendants Randy Taylor Consulting LLC and Harvest Dispensaries, Cultivations and Production Facilities LLC (“Defendants”), on the other hand. The Class (as defined below) and Defendants are jointly referred to herein as the “Settling Parties” and individually referred to herein as “Settling Party.”

DEFINITIONS

In addition to the other terms defined elsewhere in this Settlement, the terms below have the following meanings in this Settlement:

I. DEFINITIONS

A. “Action” means the civil action entitled *McKenna Alysse Johnson v. Randy Taylor Consulting LLC and Harvest Dispensaries, Cultivations and Production Facilities LLC*, Los Angeles Superior Court Case Number 21MCV00156, which was commenced on January 21, 2021.

B. “Class Counsel” means Taras Kick and Karen Wallace of The Kick Law Firm, APC.

C. “Class Counsel Fees and Expenses” means the total amount of attorneys’ fees, litigation costs, and expenses awarded to Class Counsel by the Court to compensate Class Counsel for their representation of the Class in the Action as well as the PAGA Employees, including pre-filing investigation, filing of the Action, all related litigation activities including discovery, mediation, the motion for class certification, this Settlement, and all post-Settlement compliance procedures.

D. “Class” or “Class Member(s)” means: All current and former non-exempt California employees of Defendants from December 20, 2018 through April 30, 2022.

E. “Class Period” means the period of time from December 20, 2018 through July 2, 2022.

F. “Class Representative Incentive Award” means the amount awarded by the Court to the Class Representative pursuant to Section III (D).

1 **G.** “Class Representative” or “Plaintiff” means McKenna Alysse Johnson.

2 **H.** “Court” means the Superior Court of California for the County of Los Angeles.

3 **I.** “Defendants’ Counsel” means Jody A. Landry and Krystal Weaver of Littler
4 Mendelson, PC.

5 **J.** “Effective Date” means the date by which all of the following have occurred: the
6 Court has finally approved the Settlement and entered Judgment thereon pursuant to California Rules
7 of Court 3.769(h); and the Judgment has become Final, as defined herein below.

8 **K.** “Escalator Clause” means the following: This settlement is based on Defendants’
9 representation that there are 121 alleged aggrieved employees and approximately 2,881 pay periods
10 from November 16, 2019 through March 14, 2022, with an additional 609 pay periods between
11 December 20, 2018 and November 15, 2019. If the number of pay periods during that time period (as
12 of 3/14/22) exceeds 3,490 by more than 5%, then the Net Settlement Amount shall be increased in
13 proportion to the percentage increase in the number of pay periods for each pay period that is more
14 than the 5%. This means that the actual pay periods calculated as of March 14, 2022 must increase by
15 more than 174 in order to trigger the escalator clause. If that occurs, then for the pay periods that
16 exceed 3,664 (3490 + 174) Defendant will pay an additional amount for each of those pay periods.
17 For example, if the Net Settlement Amount is \$150,000, then the additional amount owed for each pay
18 period that exceeds 3,664 is \$40.93 (\$150,000 divided by 3,664).

19 **L.** “Final” means that the Settlement has been finally approved by the Court without
20 material modification and either: (i) if there are no objections on the date the order for final approval
21 is issued; (ii) if an objection(s) is made and overruled, 60 days from the date the order for final approval
22 is issued; or (iii) if objections are made, and an appeal is filed, the day after the Judgment is affirmed
23 or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further
24 judicial review.

25 **M.** “Final Approval Hearing” means the hearing to be conducted by the Court to
26 determine whether to finally approve and implement the terms of this Settlement.

27 **N.** “Judgment” means the judgment entered by the Court after it grants final approval of
28 this Settlement.

1 **O.** “Maximum Settlement Amount” is the total maximum potential monetary value of
2 the settlement payable by Defendants as provided herein, which is Four Hundred and Eighty-Five
3 Thousand Dollars (\$485,000.00) unless the Escalator Clause is triggered. The Maximum Settlement
4 Amount is inclusive of all payments to Participating Class Members under the terms of this Settlement.
5 Class Counsel Fees and Expenses (up to and not to exceed \$161,505 for attorneys’ fees and up to and
6 not exceeding \$15,000 for reimbursement of litigation costs and expenses) awarded by the Court, the
7 Class Representative’s Incentive Award approved by the Court (not to exceed \$10,000), Settlement
8 Administration Costs, the LWDA Payment defined below, and employee-side taxes. Only employer-
9 side payroll taxes are excluded.

10 **P.** “Net Settlement Amount” means the Maximum Settlement Amount less: Class
11 Counsel Fees and Expenses approved by the Court; any Class Representative Incentive Award
12 approved by the Court; Settlement Administration Costs approved by the Court; and the LWDA
13 Payment.

14 **Q.** “Participating Class Member(s)” means Class Members who do not submit a timely
15 and valid request to opt-out of the Settlement.

16 **R.** “PAGA Employees” means all current and former non-exempt employees of
17 Defendants from November 16, 2019 through April 30, 2022.

18 **S.** “PAGA Period” is the time period from November 16, 2019 through July 2, 2022.

19 **T.** “Pay Periods” means for the Class Period, the total number of pay periods worked by
20 a Class Member for Defendants during the Class Period. For the PAGA Period it means the total
21 number of pay periods worked by a PAGA Employee during the PAGA Period .

22 **U.** “Pay Period Value” is established by dividing the Net Settlement Amount by all Pay
23 Periods for the Settlement Class Members and PAGA Employees as explained in Section III(F).

24 **V.** “Preliminary Approval” means the Court’s order granting preliminary approval of the
25 Settlement.

26 **W.** “Released Parties” means Defendants and their parent, affiliates, and each of their
27 company-sponsored employee benefit plans, and their respective successors and predecessors in
28 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, accountants, auditors, consultants, and attorneys.

X. “Settlement Administrator” means the third-party administrator appointed by the Court to administer the settlement of this Action under the terms of this Settlement. Simpluris shall serve as the Settlement Administrator, subject to the Court’s approval.

Y. “Settlement Administration Costs” means all fees and costs owed to the Settlement Administrator in connection with administering the settlement in this Action under the terms of this Settlement.

Z. “Settlement Share” means each Class Member’s pro rata share of the Net Settlement Amount which is determined by converting the Net Settlement Amount into a bi-weekly/pay period value as described below in Section III(F).

II. RECITALS

A. On January 21, 2021, Plaintiff filed her initial complaint commencing the Action in the Court. Class Counsel sent a letter to the LWDA prior to that time to exhaust her remedies under the Private Attorney General Act, California Labor Code section 2698, et. seq. (“PAGA”). Concurrent with the filing of the Motion for Preliminary Approval, the parties will file a Joint Stipulation and Proposed Order allowing Plaintiff to file a First Amended Complaint (“Operative Complaint”) adding Class Claims. Plaintiff contends, by way of the Action, that Defendants violated California’s wage and hour laws with respect to Plaintiff and Class Members and PAGA Employees 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.

B. On April 5, 2022, the Settling Parties attended mediation with The Hon. Lisa Hart Cole, Ret., an experienced mediator. After lengthy negotiations during which the Settling Parties, through their counsel, recognized the burdens and risk of continuing with the litigation, the Settling Parties

1 reached an agreement to settle and resolve the Action and Released Claims (as defined in Section
2 III(I)).

3 **C.** The Settlement represents a compromise and settlement of highly disputed claims.
4 Nothing in the Settlement is intended, or may be construed, as an admission by Defendants that any
5 of the claims alleged in the Action have merit, or that Defendants bear any liability to the Class
6 Members on those claims, nor as an admission by the Class Members that Defendants' defenses in the
7 Action have merit.

8 Based on these Recitals, the Settling Parties hereby agree as follows.

9 **III. SETTLEMENT TERMS AND CONDITIONS**

10 **A. Maximum Settlement Amount.** In order to settle the Action and Released Claims,
11 Defendants agree to pay the Maximum Settlement Amount of \$485,000.00 unless the Escalator Clause
12 is triggered. This Maximum Settlement Amount is inclusive of all payments described in Section
13 I(O). Under no circumstances shall Defendants be required to pay more than the Maximum Settlement
14 Amount, unless the Escalator Clause is triggered, other than the amount of employer-side payroll taxes
15 owed on the wage portion of the Settlement Shares ("Employer Taxes"). Defendants shall pay the
16 Employer Taxes separately and in addition to the Maximum Settlement Amount.

17 **B. Class Counsel Fees And Expenses.** Defendants and their counsel will not oppose the
18 application to the Court for an award of up to \$161,505 of the Maximum Settlement Amount for
19 attorneys' fees and up to \$15,000 of the Maximum Settlement Amount for reimbursement of Class
20 Counsel's litigation costs and expenses. Class Members and Class Counsel shall not seek payment of
21 attorneys' fees or reimbursement of costs or expenses except as set forth herein. The Settlement
22 Administrator will issue an IRS Form 1099 to Class Counsel with respect to the attorneys' fees and
23 costs awarded to them. Defendants agree not to oppose a motion for attorneys' fees or a bill of costs
24 for the aforementioned amounts, provided that this should not be construed as approval or endorsement
25 by Defendants of the amount sought. Whatever amount of Class Counsel Fees and Expenses that the
26 Court approves shall be paid from the Maximum Settlement Amount. Should the Court approve and
27 award less than the amount provided for herein, the difference shall be included in the Net Settlement
28 Amount.

1 **C. LWDA Payment.** Settling Parties agree that the amount of \$40,000 of the Maximum
2 Settlement Amount is deemed payment for penalties under PAGA (“PAGA Penalties”), of which 75%
3 will be paid to the Labor and Workforce Development Agency (“LWDA Payment”) and the remaining
4 25% will be distributed to the PAGA Employees pursuant to the formula in Section III(F)(3).

5 **D. Class Representative Incentive Award.**

6 1. Plaintiff will request, and Defendants will not oppose, an incentive payment not
7 to exceed \$10,000 to Plaintiff as the Class Representative. The Class Representative’s Incentive
8 Award is intended as reasonable compensation for the time and effort expended by Plaintiff as Class
9 Representative and in connection with the initiation and maintenance of this Action. The Class
10 Representative’s Incentive Award will be paid from the Maximum Settlement Amount, and will be
11 paid in addition to whatever payment Plaintiff is otherwise entitled to as a Participating Class Member.
12 The Class Representative’s Incentive Award will be reported to the taxing authorities by means of an
13 IRS Form 1099. The amount of the Class Representative’s Incentive Award is left to and within the
14 Court’s sole discretion. Whatever Class Representative’s Incentive Award the Court orders shall be
15 paid from the Maximum Settlement Amount. Should the Court approve an award less than the amount
16 provided for herein, or not at all, the difference shall be included in the Net Settlement Amount. The
17 Settling Parties agree that the approval, and amount, of any incentive award in this Action shall be in
18 the Court’s sole discretion and not subject to any appeal by Plaintiff who is the sole recipient of any
19 approved Class Representative’s Incentive Award. This Settlement is not contingent on Plaintiff’s
20 receipt of any incentive award out of the Maximum Settlement Amount.

21 2. Plaintiff acknowledges and agrees that Defendants and their attorneys have
22 made no representations or warranties regarding the tax consequences of payment of the Class
23 Representative’s Incentive Award, and Plaintiff has not relied on any such representations or
24 warranties. Plaintiff further agrees to pay and bear sole responsibility for all taxes, liens, levies,
25 encumbrances, interest, and penalties that may be due or payable to any taxing authority as a result of
26 payment of any Class Representative’s Incentive Award. Furthermore, Plaintiff agrees to defend and
27 indemnify Defendants and Released Parties in connection with any taxes, fines, interest or penalties
28 incurred as a result of any failure by Plaintiff to pay taxes due, if any, on the Class Representative’s

1 Incentive Award paid pursuant to this Agreement.

2 **E. Settlement Administration Costs.** Settling Parties selected Simpluris to act as the
3 Settlement Administrator and it will estimate the fees, expenses, and costs for administration of the
4 terms of this Settlement ("Settlement Administration Costs"). All of the Settlement Administration
5 Costs shall be paid from the Maximum Settlement Amount upon completion of all duties required to
6 be performed by the Claims Administrator under the terms of this Settlement, or as otherwise required
7 by the Court, subject to the "not to exceed" quote from the agreed upon Settlement Administrator.
8 Should the Court approve an award less than the amount provided for herein, or not at all, the
9 difference shall be included in the Net Settlement Amount.

10 **F. Settlement Shares to Class Members.**

11 1. Under the Settlement, each Participating Class Member will be entitled to
12 payment of a pro rata portion of the Net Settlement Amount (i.e., his or her Settlement Share). The
13 amount that each Class Member will be eligible to receive under the Settlement will be determined by
14 converting the Net Settlement Amount into a Pay Period Value. Class Member's estimated Settlement
15 Share will be calculated by multiplying his or her individual Pay Periods by the Pay Period Value.
16 The pay periods worked by Class Members during the Class Period will be derived by calculating the
17 number of days during the Class Period worked by each Class Member by using the hire and
18 termination dates and payroll data in Defendants' records, dividing by 14 to yield pay periods.

19 2. Each Settlement Share of the Net Settlement Amount will be apportioned as
20 follows: 20% as wages (the "Wage Component") and 80% for interest, penalties, and other non-wage
21 damages (the "Non-Wage Component"). Each Settlement Share will be subject to reduction for all
22 employee's share of taxes and withholdings on the Wage Component and shall be reported by IRS W-
23 2 forms, and the net payment will be referred to as "Individual Settlement Payment(s)." No reductions
24 will be made to Settlement Shares for any taxes or withholding in connection with the Non-Wage
25 Component, and the Non-Wage Component shall be reported by IRS 1099 forms. All Class Members
26 covered by this Settlement agree that they are not relying on any representations regarding the tax
27 allocation or treatment of any amounts paid to them under the terms of this Settlement and agree to
28

1 hold Defendants and the Released Parties harmless for any and all tax consequences relating to the
2 allocation of the payments made under this Settlement.

3 3. Each PAGA Employees' pro rata share of the PAGA Employee Fund
4 ("Individual PAGA Settlement Share") will be determined by converting the portion of the PAGA
5 Employee Fund payable to the PAGA Employees into a Pay Period Value. The pay periods worked
6 by the PAGA Employees during the PAGA Period will be derived by calculating the number of days
7 during the PAGA Period worked by each PAGA Employees by using the hire and termination dates
8 and payroll data in Defendants' records, dividing by 14 to yield pay periods. The Individual PAGA
9 Settlement Share for each PAGA Employee will be determined by multiplying the pay period value
10 by each PAGA Employee's individual pay periods. All payments are for penalties and will be reported
11 to the PAGA Employees on IRS Form 1099.

12 **G. Distributions.**

13 1. Within five (5) business days of the Effective Date, the Settlement
14 Administrator will provide Class Counsel and Defendants' Counsel with the account information so
15 that Defendants can wire the Maximum Settlement Amount and the Employer Taxes, and Defendants
16 shall wire said amounts within thirty (30) business days of the Effective Date.

17 2. The Settlement Administrator will distribute Individual Settlement Payments to
18 Participating Class Members, the payment to the Labor and Workforce Development Agency, the
19 Court-approved Class Representative's Incentive Awards to Plaintiff, and Court-approved Class
20 Counsel Fees and Expenses to Class Counsel, within ten (10) business days of receipt of payment from
21 Defendants pursuant to this Paragraph.

22 3. Individual Settlement Payment checks issued to Participating Class Members
23 will remain valid for a period of 180 calendar days after they issue, and shall be cancelled thereafter.
24 Uncashed checks will go to Public Citizen Foundation, a 501(c)(3) organization, subject to the Court's
25 approval.

26 **H. Payments To Class Do Not Trigger Additional or Derivative Payments.** It is
27 expressly understood and agreed that the receipt of payments under the Settlement will not entitle
28 Plaintiff or any Participating Class Member to additional or derivative compensation or benefits under

any of Defendants' compensation or benefit plans or agreement in place during the period covered by the Settlement, nor will it entitle Plaintiff or any Class Member to any increased retirement, 401k benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the payments provided for in this Agreement are the sole payments to be made by Defendants to Plaintiff and Participating Class Members, and that Plaintiff and Participating Class Members are not entitled to any additional or derivative compensation or benefits as a result of having received said payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

I. Release of Claims.

1. Release of Claims By Participating Class Members. "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 and entire PAGA Period, 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

1 payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this
2 Settlement Agreement; and (ii) the payment, taxation, and allocation of PAGA Representative
3 Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective
4 as to the entire PAGA Period and entire Class Period, both defined above.

5 2. Complete And General Release By Class Representative. Plaintiff understands
6 and agrees that she may hereafter discover facts in addition to or different from those Plaintiff now
7 knows or believes to be true with respect to the subject matter of the Released Claims, but upon the
8 Effective Date, shall be deemed to have, and by operation of the contemplated final judgment shall
9 have, fully, finally, and forever settled and released any and all of the Released Claims, whether known
10 or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore
11 have existed, upon any theory of law or equity now existing, including, but not limited to, alleged
12 retaliation, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law
13 or rule, without regard to the subsequent discovery or existence of such different or additional facts.
14 In exchange for the consideration provided to Plaintiff as the Class Representative under the
15 Settlement, Plaintiff shall, waive any and all rights Plaintiff may have under Civil Code section 1542.
16 Section 1542 reads as follows: "A general release does not extend to claims that the creditor or
17 releasing party does not know or suspect to exist in his or her favor at the time of executing the release
18 and that, if known by him or her, would have materially affected his or her settlement with the debtor
19 or released party." Plaintiff understands that she is providing a general release of known and unknown
20 claims to Defendants that is effective on the Court grants final approval of the Settlement and
21 Defendants fund the Settlement.

22 3. Upon the date Defendants fully fund the Maximum Settlement Amount,
23 Plaintiff, on behalf of herself, the State of California, all PAGA Employees and all Class Members,
24 release the Released Parties from the Released Claims. Both PAGA Employees and/or Class Members
25 may discover facts in addition to those they now know or believe to be true with respect to the subject
26 matter of the Released Claims, but upon the date Defendants fully fund the Maximum Settlement
27 Amount, PAGA Employees and Class Members shall be deemed to have, and by operation of the
28 Settlement Approval order shall have, fully, finally, and forever settled and released any and all of the

Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. PAGA Employees and Class Members shall not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full *res judicata* effect and be final and binding upon the PAGA Employees and Class Members regarding the Released Claims

J. Motion For Preliminary Approval.

1. Class Counsel will file an unopposed motion with the Court (the "Preliminary Approval Motion") seeking an order approving the Settlement; setting a date for the Final Approval Hearing; approving the distribution of the Notice of Class Action Settlement (the "Class Notice") in substantively the form attached hereto as "Exhibit A"; and approving the procedures and deadlines for disputing Pay Periods, opting-out of the Settlement, and objecting to the Settlement. Defendants' counsel will either not respond or will file a notice of non-opposition to the motion. Defendants will reasonably cooperate to satisfy the requirements of *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116 for preliminary and final approval.

2. At the hearing on the Preliminary Approval Motion, the Settling Parties will jointly appear, and support the granting of the motion, and submit a proposed order granting preliminary approval of the Settlement, approving the Class Notice, and setting a Final Approval Hearing (the "Proposed Order"). The Proposed Order to be submitted to the Court in substantially the form that is attached hereto as "Exhibit B."

3. Should the Court, after a reasonable opportunity to cure and remedy any stated deficiencies, ultimately decline to grant preliminary approval of the Settlement as proposed by the Settling Parties, then the Settlement is void for lack of a condition precedent of the Settlement and the Settling Parties will revert to their respective positions.

K. Mailing Of Class Notice To Class Members.

After the Court enters its order granting preliminary approval of the Settlement, all Class Members will be provided with the Class Notice by the Settlement Administrator as follows:

1. Within ten (10) business days after the Court grants preliminary approval of the

1 Settlement, Defendants will provide to the Settlement Administrator the last-known contact
2 information that Defendants have for the Class Members, including their full name, mailing addresses,
3 telephone numbers, Social Security numbers, start and end dates of employment as a non-exempt
4 employee of Defendants in California during the Class Period, and such other information that may
5 be necessary to calculate Pay Periods and/or process disputes of Pay Periods ("Class Data List"). A
6 redacted version of the Class Data List, without any personal contact information or Social Security
7 numbers, will be provided to Class Counsel, and this list will be used for no purpose other than to
8 monitor the administration of the Settlement. All data and information provided to the Settlement
9 Administrator and Class Counsel by way of the Class Data List will be treated as confidential and will
10 not be disclosed to anyone, except as may be required to applicable tax authorities, pursuant to
11 Defendants' express written consent, by order of the Court, or to carry out the reasonable steps
12 described in this Settlement to locate missing Class Members.

13 2. Within ten (10) calendar days after receiving the Class Data List from
14 Defendants, the Settlement Administrator will mail the Class Notice to all identified Class Members
15 via first-class U.S. Mail, using the last known address information provided by Defendants, unless
16 such address is modified by any updated address information that the Settlement Administrator obtains
17 in the course of administration of the Settlement. Prior to completing this mailing, the Settlement
18 Administrator will perform a National Change of Address ("NCOA") search to confirm the validity
19 of and update Class Members' mailing addresses.

20 3. If any Class Notice is returned as undeliverable with a forwarding address
21 within thirty (30) calendar days of the mailing of the Class Notice, the Settlement Administrator shall
22 have five (5) calendar days to re-mail the Class Notice to the forwarding address. If any Class Notice
23 is returned as undeliverable without a forwarding address within thirty (30) calendar days of the
24 mailing of the Class Notice, the Settlement Administrator will have five (5) calendar days from receipt
25 of the returned Class Notice to search for a more current address for the Class Member and to re-mail
26 the Class Notice to the Class Member. This inquiry shall include a skip-trace search. The Settlement
27 Administrator will be responsible for taking all reasonable steps, consistent with its agreed upon job
28 parameters, Court orders and fee, according to the deadlines set forth in this Settlement, to administer

1 the Settlement, including, *inter alia*, to tracking all undelivered mail, performing an address search for
2 all mail returned without a forwarding address, and promptly re-mailing the Class Notice to Class
3 Members as set forth herein. If the Class Notice is re-mailed, the Claims Administrator will note for
4 its own records the date and address of each such re-mailing and so notify Class Counsel and
5 Defendants' counsel. The obligation to trace and resend returned Class Notices shall cease after two
6 mailings or thirty (30) calendar days after the initial mailing, whichever occurs first. The Response
7 Deadline will be either the original Response Deadline or fifteen (15) calendar days after the remailing
8 of a Class Notice in accordance with the Agreement, whichever is later.

9 4. The Settlement Administrator shall provide weekly status reports to counsel for
10 the Settling Parties, including: (a) the number of Class Notices that it has mailed; (b) the number of
11 objections, if any are received; (c) the number of disputes of pay periods, if any are received; and (c)
12 the number of request to opt-out of the Settlement, if any are received.

13 5. No later than ten (10) business days after the Response Deadline, the Settlement
14 Administrator will provide Class Counsel and Defendants' counsel, a declaration for filing with the
15 Court in support of Plaintiff's motion for final approval of the Settlement, setting forth its due diligence
16 and compliance with its obligations under this Settlement.

17 **L. Opt-Outs and Objections To Settlement.**

18 Class Members are not required to sign a claim form to participate in the Settlement. Class
19 Members may opt out of the Settlement or submit objections to the Settlement pursuant to the
20 following procedures:

21 1. The Class Notice will provide that Class Members who do not want to
22 participate in the Settlement may exclude themselves by submitting a written request seeking to opt-
23 out of the Settlement ("Opt-Out Notice") to the Settlement Administrator not later than thirty (30)
24 calendar days after the date that the Settlement Administrator first mails the Class Notice ("Opt-Out
25 Response Deadline"). An Opt-Out Notice must: (a) contain the full name, address, and last four digits
26 of the Social Security number of the person requesting to opt-out; (b) be signed by the person
27 requesting to op-out; (c) reference the Action by its name; and (d) contain a statement clearly
28 indicating that the person submitting the request seeks to be excluded from the Settlement. If the Opt-

1 Out Notice does not contain the information listed in (a)-(d) or is not returned to the Settlement
2 Administrator postmarked by the Opt-Out Response Deadline, it will not be deemed timely and valid.
3 The date of the postmark on the return mailing envelope shall be the exclusive means used to determine
4 whether the Opt-Out Notice has been timely submitted. Any Class Member who submits a timely and
5 valid Opt-Out Notice will not be entitled to any recovery under the Settlement and will not be bound
6 by the terms of the Settlement, excluding the PAGA component of the Settlement, and will not have
7 any right to object, appeal, or comment thereon. Class Members who fail to submit a timely and valid
8 Opt-Out Notice shall be Class Members bound by all terms of the Settlement and the contemplated
9 Judgment if the Settlement is granted final approval by the Court. No later than five (5) business days
10 after the Opt-Out Response Deadline, the Settlement Administrator shall provide Counsel with a
11 complete list of all Class Members who have submitted timely and valid Opt-Out Notices, including
12 their full name.

13 2. The Class Notice will provide that Participating Class Members (i.e., Class
14 Members who are not seeking to opt out of the Settlement) who wish to object to the Settlement must
15 file with the Court and submit to the Settlement Administrator not later than forty-five (45) calendar
16 days after the date that the Settlement Administrator first mails the Class Notice (“Objection Response
17 Deadline”) a written statement explaining their objection to the Settlement no later than the Objection
18 Response Deadline. If a Class Member opts out of the Settlement that class member cannot object to
19 the Settlement.

20 3. A Class Member who does not file and submit an objection in the manner and
21 by the Objection Response Deadline specified above can be deemed by the Court to have waived all
22 objections and be foreclosed from making any objections to the Settlement, whether by appeal or
23 otherwise.

24 4. If a Class Member who has timely filed an objection to the Settlement files a
25 Notice of Appeal of the contemplated Judgment within the time period prescribed by law, Defendants
26 shall not be required to fund any portion of the Maximum Settlement Amount, and the Settlement
27 Administrator shall not distribute or pay any monies until the appeal(s) are finally resolved in favor of
28 the Settlement or dismissed with prejudice.

1 5. There is no statutory right for any Class Member who is covered by the PAGA
2 portion of the settlement to object, opt out or otherwise exclude himself or herself from the PAGA
3 part of the Settlement. Further, there is no right or opportunity for any PAGA Employee to appeal the
4 approval of the Settlement by the Court. The Parties will jointly defend against any appeal filed with
5 respect to the Final Order as it pertains to the PAGA part of the Settlement.

6 **M. Resolution of Class Member Disputes Over Pay Periods.**

7 1. If a Class Member disputes the number of Pay Periods credited to him or her,
8 which will be stated in the Class Notice, the Class Member must submit a written dispute to the
9 Settlement Administrator, postmarked no later than the Objection Response Deadline. The dispute
10 must: (a) contain the full name, address, and last four digits of the Social Security number of the Class
11 Member; (b) be signed by the Class Member; (c) reference the Action by its name and case number;
12 (d) contain a statement clearly indicating that the Class Member disputes the number of Pay Periods
13 that are credited to him or her and the number of Pay Periods that the Class Member claims should be
14 credited to him or her; and (e) attach supporting documentation, if any, that they may have. If such a
15 dispute arises with respect to a Class Member, the Settlement Administrator will inform Class Counsel
16 and Defendants' Counsel. Defendants will manually review their payroll and personnel records to
17 verify the correct number of pay Periods for the disputing Class Member. Defendants' records shall
18 have a rebuttable presumption of correctness, and Defendants' Counsel and Class Counsel shall jointly
19 determine how the dispute should be resolved. If they are unable to jointly resolve the dispute, the
20 Settlement Administrator shall present the dispute for resolution by the Court, by way of declaration
21 to be filed in advance of the Final Approval Hearing. The decision on the dispute will be non-
22 appealable.

23 **N. No Solicitation of Objections or Opt-Outs.** Neither the Settling Parties nor their
24 respective counsel or management will solicit or otherwise encourage any Class Member, directly or
25 indirectly, to seek to opt-out from the Settlement, object to the Settlement, and/or appeal from the
26 Judgment.

O. Additional Briefing and Final Approval.

1. As soon as practicable following the Opt-Out Response Deadline, Plaintiff will move the Court for final approval of the Settlement. Class Counsel shall submit their application for an award of attorney's fees and costs and approval of the Class Representative's Incentive Award to the Court at least one week prior to the Participating Class Members deadline to object to the Settlement pursuant to and in accordance with the terms of this Settlement, with a memorandum in support of the motion(s), which Defendants agree they will not oppose so long as the motion(s) are in all respects consistent with the terms of this Settlement. Not later than five (5) court days before the Final Approval Hearing, the Settling Parties may file, jointly or separately, a reply in support of the motion(s) or such other papers as may be necessary or helpful to the Court regarding the subject matter of the motion(s).

2. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Settling Parties will present a Judgment for the Court's approval and entry, which will provide that the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing this Settlement, (ii) addressing any claims administration matters that may arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

P. Options to Terminate Settlement.

1. Any reduction in the Class Counsel Fees and Expenses, and/or any reduction to the requested Class Representative's Incentive Award, does not constitute grounds to terminate or void the Settlement.

2. Defendants have the right to cancel the Settlement if more than ten percent (10%) of the Class Members submit timely and valid requests Opt-Out Notices from the Settlement. This option to cancel the Settlement must be exercised by Defendants by providing written notice to Class Counsel within ten (10) business days of counsel for Defendants receiving notification from the Settlement Administrator that more than ten percent of the Class Members have submitted timely and valid Opt-Out Notices from the Settlement. If Defendants exercise the option to terminate the Settlement, then, Defendants shall be responsible for paying all settlement administration costs.

1 3. Either Settling Party may terminate this Settlement by giving written notice to
2 the other Settling Party (through its counsel) no later than twenty (20) calendar days after receiving
3 notice that one of the following has occurred: (i) the Court declines to enter the Preliminary Approval
4 Order or the Final Approval Order in substantially the form submitted by the Parties after reasonable
5 cooperative efforts by the Parties to obtain approval; (ii) the Settlement does not become final because
6 of any appellate court action; or (iii) the Court's final approval of the Settlement is reversed or
7 materially modified on appellate review.

8 4. In the event of termination of this Settlement as provided above, this Settlement
9 will become and shall be considered null and void, and it will have the following effects: (i) the Settling
10 Parties will have no further obligations under the Settlement; (ii) Defendants shall have no obligation
11 to make any payments to any person, party, Class Member or attorney that otherwise would have been
12 owed under this Settlement, except that in case of termination under Section III (P)(2), Defendants
13 will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the
14 Settlement is terminated; (iii) in case of termination under Section III (P)(3), whichever party
15 terminates the Settlement shall pay will pay the Settlement Administrator's reasonable fees and
16 expenses incurred as of the date that the Settlement is terminated; (iv) the Settlement and all
17 negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of
18 any of the Settling Parties, all of whom shall be restored to their respective positions in the Action
19 prior to the Settlement; and (v) neither this Settlement nor any ancillary documents, actions, statements
20 or filings in furtherance of settlement (including all matters associated with the mediation) shall be
21 admissible or offered into evidence in the Action or any other case or proceeding for any purpose
22 whatsoever.

23 5. Notice of the termination of the Settlement by a Settling Parties must be
24 provided to counsel for the other Settling Party in writing.

25 **Q. Dispute Resolution.** Any disputes not resolved by the Settlement Administrator or the
26 Settling Parties will be resolved by the Court. Before any such resort to the Court, counsel for the
27 Settling Parties will confer in good faith in an attempt to resolve the dispute.
28

1 **R. Waiver of Right To Appeal.** Plaintiff and Class Counsel agree to waive all appeals
2 from the Court's Final Approval of this Settlement.

3 **S. Publicity.** Plaintiff and Class Counsel agree not to issue a press release or otherwise notify
4 the media about the terms of the Settlement or advertise or market any of the terms of the Settlement
5 through written, recorded, or electronic communications. In addition, Class Counsel will not put details
6 about the settlement on their website. However, this will not prevent Class Counsel from undertaking
7 required submissions and disclosures that are required to obtain approval of the Settlement, including and
8 not limited to, submission of the Settlement to the LWDA in conformity with the PAGA statute.

9 **T. Representation As To No Other Known Claims:** Class Counsel represent that as of
10 this time they do not represent any current or former employee of Defendants, and have no current
11 plans to file any new litigation against Defendants.

12 **U. Fair, Adequate, And Reasonable Settlement.** This Settlement was reached after
13 extensive arm's length adverse negotiations. The Settling Parties believe and agree that this Settlement
14 is a fair, adequate, and reasonable resolution of the Action and have arrived at this Settlement in arm's-
15 length negotiations, considering all relevant factors, present and potential, and will so represent it to
16 the Court.

17 **V. No Admission Of Liability.** Defendants and the Released Parties deny any and all
18 alleged wrongdoing or the violation of any rights of the Plaintiff and/or Class Members or PAGA
19 Employees. By entering into this Settlement, Defendants do not admit, and in fact specifically
20 disclaim, the violation of any law or regulation. This Settlement is entered into solely for the purpose
21 of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed
22 as an admission of any liability or wrongdoing by Defendants, or as an admission by the Class
23 Members that any of their claims were non-meritorious or that any defense asserted by Defendants
24 was meritorious. This Settlement and the fact that the Settling Parties were willing to settle the Action
25 and have entered into this Settlement will have no bearing on, and will not be admissible in connection
26 with, any litigation, other than as is necessary to enforce the terms of this Settlement.

1 **W. Miscellaneous Terms.**

2 1. Integrated Agreement. After it is signed and delivered by all Settling Parties
3 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
4 Settling Parties relating to the terms of Settlement, and will supersede any prior or contemporaneous
5 oral representations, warranties, covenants, or inducements made to any Settling Party concerning this
6 Settlement or its exhibits, including the Settlement Terms.

7 2. Execution in Counterparts. This Settlement may be executed in one or more
8 counterparts and by facsimile or PDF version. All executed counterparts, and each of them, will be
9 deemed to be one and the same instrument, provided that counsel for the Settling Parties will exchange
10 between themselves original signed counterparts. Any executed counterpart will be admissible in
11 evidence to prove the existence and contents of this Settlement.

12 3. Modification of Settlement. This Settlement, and any and all parts of it, may
13 be amended, modified, changed, or waived only by an express written instrument signed by all Settling
14 Parties or their successors-in-interest, subject to approval by the Court.

15 4. Settlement Binding on Successors. This Settlement will be binding upon, and
16 inure to the benefit of, the successors of each of the Settling Parties and Participating Class Members.

17 5. Applicable Law. All terms and conditions of this Settlement and its exhibits
18 will be governed by and interpreted according to the laws of the State of California, without giving
19 effect to any conflict of law or choice of law principles.

20 6. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
21 Action, subject to necessary compliance with the Court's orders, except such proceedings necessary
22 to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by
23 the Court.

24 7. Authorization to Enter Into Settlement Agreement. Counsel for all Settling
25 Parties warrant and represent they are expressly authorized by the Settling Parties whom they represent
26 to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
27 such Settling Parties pursuant to this Agreement to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Agreement. The Settling Parties and their counsel

1 will cooperate with each other and use their best effort to effectuate the implementation of the
2 Settlement. In the event the Settling Parties are unable to reach agreement on the form or content of
3 any document needed to implement the Settlement, or on any supplemental provisions that may
4 become necessary to effectuate the terms of this Settlement, the Settling Parties may seek the
5 assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of
6 Defendants represent and warrants that he is authorized to sign this Agreement on behalf of
7 Defendants. The Class Representative represents and warrant that she is authorized to sign this
8 Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a
9 third-party.

10 8. Notices. Unless otherwise specifically provided herein, all notices, demands or
11 other communications given hereunder shall be in writing and shall be deemed to have been duly given
12 as of the third business day after mailing by United States registered or certified mail, return receipt
13 requested, addressed as follows:

14 To Class Counsel:

15 Taras Kick
16 (Taras@kicklawfirm.com)
17 Karen L. Wallace
18 **THE KICK LAW FIRM, APC**
815 Moraga Drive
Los Angeles, California 90049

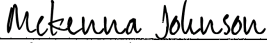
19 To Defendants:

20 Jody A. Landry, Esq.
21 jlandry@littler.com
22 Krystal Weaver, Esq.
23 kweaver@littler.com
24 LITTLER MENDELSON, P.C.
501 West Broadway, Suite 900
San Diego, California 92101

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

IT IS SO AGREED.

Dated: 6/8/2022

DocuSigned by:

 McKenna Alyse Johnson
 Plaintiff

For Defendants Randy Taylor Consulting LLC and Harvest Dispensaries, Cultivations and Production Facilities LLC:

Dated: _____
 Eric Powers, Chief Legal Officer

4873-7742-9796.1 / 110743-1001

1 9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting
2 and preparation of this Settlement. This Settlement will not be construed against any Settling Party
3 on the basis that the Settling Party was the drafter or participated in the drafting.

4 **IT IS SO AGREED.**

5
6 Dated: _____

McKenna Alysse Johnson
Plaintiff

7
8
9
10 For Defendants Randy Taylor Consulting LLC and Harvest Dispensaries, Cultivations and
Production Facilities LLC:

11 Dated: 6/8/2022

DocuSigned by:


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Eric Powers, Chief Legal Officer

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EXHIBIT A

SUPERIOR COURT OF THE STATE 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,

Defendants.

Case No. 21MCV00156

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

**NOTICE OF PROPOSED CLASS
ACTION/PAGA SETTLEMENT AND
FAIRNESS HEARING**

Date:

Time:

Dept: C-71

Complaint Filed: January 21, 2021

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.

THIS NOTICE MAY AFFECT YOUR RIGHTS.

PLEASE READ THIS NOTICE CAREFULLY.

YOU ARE HEREBY NOTIFIED THAT A HEARING HAS BEEN SCHEDULED FOR _____, 2022 AT _____ 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 available at _____, by contacting Class Counsel (contact information set out in section VII below), by accessing the Court docket in this case through the _____, or by visiting the office of the Clerk of the

1 Court located at _____, Los Angeles, California, _____, Monday through Friday, excluding
2 Court holidays. PLEASE DO NOT WRITE TO OR TELEPHONE THE COURT OR THE COURT
3 CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT. The Amount you will be paid
4 under this Settlement is on the last page of this document.

5 I. INTRODUCTION

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

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

17 II. THE REASON YOU HAVE RECEIVED THIS NOTICE

18 You are a Class Member for purposes of the settlement of this case. Your rights will be
19 affected because the current Class Representative, McKenna Alysse Johnson and Defendants ("the
20 Parties"), have tentatively settled the lawsuit. Pursuant to that tentative settlement, the Court is
21 considering the entry and final approval of the settlement. On [insert date of preliminary approval],
22 2022, the Court preliminarily determined that this lawsuit could be settled against Defendants.

23 You are hereby notified that:

- 24 1. A settlement of the claims of on behalf of Class Members has been proposed by Class
25 Representative McKenna Alysse Johnson, on the one hand, and Defendants, on the other.
- 26 2. The proposed settlement has been submitted to the Court and has received preliminary
27 approval.
- 28 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 _____, 2022 at _____
in Dept. 2017, 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 _____ .com, 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 [insert final approval date], 2022 at _____.
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, _____, Los Angeles, California, _____ and to the Claims Administrator at _____, and (c) be filed or postmarked on or before _____ 2022.

VI. OPT-OUT PROCEDURE

You may opt-out of the settlement by submitting an opt-out notice to the Claims Administrator at [list address] post-marked by _____, 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
Karen Wallace
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.**

EXHIBIT A**[name/ID#]**

Defendants' records indicate that during the applicable time period, from December 20, 2018 through July 2, 2022, you worked ____ 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 _____, 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 \$_____ ("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.

4892-2606-9540.1 / 110743-1001