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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JENEE JERNIGAN and TERI A. GARZA-
HABAN, as a representative action on behalf of
the LWDA and the other aggrieved employees,

Plaintiffs,

v.

PRO UNLIMITED, INC., a New York
Corporation, and AIRBNB, INC., a Delaware
Corporation, and DOES 1 to 100, inclusive,

Defendants.

Case No. 21STCV10027

ASSIGNED FOR ALL PURPOSES TO:
JUDGE BRUCE G. IWASAKI
DEPARTMENT 58

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE BETWEEN
PLAINTIFFS AND DEFENDANT**

Complaint Filed: March 15, 2021
FAC Filed: [REDACTED], 2022
Trial Date: None Set

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11 Attorneys for Defendant
12 PRO UNLIMITED, INC.
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1 This Joint Stipulation of Class Action and PAGA Settlement and Release (hereinafter
2 “Stipulation of Settlement” is made and entered into by and between Plaintiffs Jenee Jernigan and
3 Teri A. Garza-Haban, on behalf of themselves and all others similarly situated (“Plaintiffs”), and
4 PRO Unlimited, Inc. (“Defendant”).

5 This Stipulation of Settlement shall be binding on Plaintiffs and those persons they seek to
6 represent, and on (i) PRO Unlimited, Inc. (“Defendant”); (ii) each of Defendant’s past, present, and
7 future direct and indirect parents; (iii) the respective past, present, and future direct and indirect
8 subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders,
9 directors, officers, agents, employees, attorneys, insurers, members, clients, partners, managers,
10 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans,
11 transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or
12 entity which could be jointly liable with any of the foregoing. The Settlement contemplated by this
13 Stipulation of Settlement may hereinafter be referred to as the “Settlement.”

14 THE PARTIES STIPULATE AND AGREE as follows:

15 1. Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

16 2. On March 15, 2021, Plaintiff Jenee Jernigan filed a PAGA Representative
17 Complaint in Los Angeles County Superior Court, Case No. 21STCV10027, alleging PAGA
18 claims against Defendant. On [REDACTED], 2022, Plaintiff Jernigan filed a First Amended
19 Complaint (“Complaint”) that: (1) asserted the same wage and hour violations as in Plaintiff
20 Jernigan’s PAGA Representative Complaint of March 15, 2021, but on behalf of the proposed
21 class, as defined below; (2) added Teri A. Garza-Haban as an additional named plaintiff; and (3)
22 added AirBnB, Inc. as a named defendant.

23 3. Plaintiffs’ Complaint alleges failure to reimburse expenses and PAGA causes of
24 action on behalf of California residents who are or were employed by Defendant as staff members
25 and payrolled workers subject to Defendant’s expense reimbursement policies, including
26 Defendant’s payrolled workers at AirBnB, Inc., in California between March 16, 2020 and the
27 present. The term “Action” means this putative class and PAGA representative action pending in
28 Los Angeles County Superior Court. The Class Period is from March 16, 2020, to preliminary

1 Court approval of the Settlement. The PAGA Period is from March 16, 2020 to preliminary Court
2 approval of the Settlement.

3 4. This Action has been actively litigated. There have been on-going investigations,
4 and there has been an exchange of extensive information. Plaintiffs have not filed a motion for
5 class certification in this action, nor has a date been set by the Court for the filing of such a motion.

6 5. For purposes of this Settlement, the "Settlement Class" or "Class Members" shall
7 refer collectively to persons employed by Defendant as staff members and payrolled workers
8 subject to Defendant's expense reimbursement policies, including Defendant's payrolled workers
9 at AirBnB, Inc., in California between March 16, 2020 and preliminary Court approval of the
10 Settlement. The Settlement Class, however, shall not include any person who previously settled
11 or released any of the claims covered by this Settlement, any person who previously was paid or
12 received awards through civil or administrative actions for the claims covered by this Settlement,
13 or any person who submits a timely and valid Request for Exclusion as provided in this Settlement.

14 6. Plaintiffs and Defendant Airbnb, Inc. ("AirBnB") have separately resolved the
15 claims alleged against AirBnB, and will independently request Court approval of the settlement
16 with Airbnb ("AirBnB Settlement."), which is separate and apart from this Settlement. The
17 persons covered by the Airbnb Settlement are not included in this Settlement, and are covered and
18 released by the AirBnB Settlement. The Parties agree that Defendant shall not be required to
19 contribute to the AirBnB Settlement.

20 7. Solely for the purpose of settling this Action, the Parties stipulate and agree that the
21 requisites for establishing class certification with respect to the Settlement Class have been met
22 and are met. More specifically, the Parties stipulate and agree that:

23 a. The Settlement Class is ascertainable and so numerous as to make it
24 impracticable to join all Class Members.

25 b. There are common questions of law and fact including, but not limited to,
26 the following:

27 i. Whether Defendant complied with applicable laws affecting
28 Plaintiffs and the Settlement Class under the California Labor Code and the Wage Orders of the

1 California Industrial Welfare Commission; and

2 ii. Whether Plaintiffs and the Settlement Class are entitled to alleged
3 penalties, interest, and attorneys' fees and costs.

4 c. Plaintiffs believe their claims are typical of the claims of the members of
5 the Settlement Class.

6 d. Plaintiffs believe they will fairly and adequately protect the interests of the
7 Settlement Class, and that Craig Ackerman of Ackerman & Tilajef, P.C. and India Lin Bodien
8 should be "Class Counsel," and will fairly and adequately protect the interests of the Settlement
9 Class.

10 e. The prosecution of separate actions by individual members of the
11 Settlement Class would create the risk of inconsistent or varying adjudications, which would
12 establish incompatible standards of conduct.

13 f. With respect to the Settlement Class, Plaintiffs believe that questions of law
14 and fact common to the members of the Settlement Class predominate over any questions affecting
15 any individual member in such Class, and a class action is superior to other available means for
16 the fair and efficient adjudication of the controversy.

17 8. Defendant denies any liability or wrongdoing of any kind whatsoever associated
18 with the claims alleged in the Complaint, and further denies that, for any purpose other than settling
19 this Action, this Action is appropriate for class or representative treatment. With respect to
20 Plaintiffs' claims, Defendant contends, among other things, that it has complied with all applicable
21 state, federal and local laws affecting Plaintiffs and the Settlement Class.

22 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
23 discharge all disputes and claims arising from the allegations and causes of action stated in the
24 Complaint. To achieve a full and complete release of Defendant, each Class Member
25 acknowledges that this Stipulation of Settlement is intended to include in its effect all claims of
26 any nature reasonably arising out of the allegations made in the Complaint.

27 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
28 full and complete settlement and release of all claims arising from the allegations in the Complaint

1 against (i) PRO Unlimited, Inc. (“Defendant”); (ii) each of Defendant’s past, present, and future
2 direct and indirect parents; (iii) the respective past, present, and future direct and indirect
3 subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders,
4 directors, officers, agents, employees, attorneys, insurers, members, clients, partners, managers,
5 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans,
6 transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual
7 or entity which could be jointly liable with any of the foregoing (collectively “Released Parties”).

8 11. Counsel for the Settlement Class have conducted a thorough investigation into the
9 facts of this Action, and have diligently pursued an investigation of Class Members’ claims against
10 Defendant. Based on their own independent investigation and evaluation, Class Counsel are of
11 the opinion that the Settlement with Defendant for the consideration and on the terms set forth in
12 this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the
13 Settlement Class in light of all known facts and circumstances, including the risk of significant
14 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by
15 Defendant and numerous potential appellate issues. Defendant and Defendant’s counsel also agree
16 that the Settlement is fair and in the best interest of the Parties.

17 12. The Parties agree to cooperate and take all steps necessary and appropriate to
18 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
19 Settlement.

20 13. This Settlement provides that Defendant will pay Settlement Awards (defined
21 below) according to a specified formula to each Settlement Class Member who does not request
22 to be excluded from this Settlement as defined below. The maximum total payment under the
23 Settlement is \$462,000, which includes all payments to Class Members, Class Counsel’s attorneys’
24 fees and costs, enhancement awards to the class representatives, \$20,000 allocated to penalties
25 under PAGA with \$15,000 (75%) paid to the California Labor and Workforce Development
26 Agency (“LWDA”) and \$5,000 (25%) paid to the Settlement Class as described below, and
27 settlement administration expenses. It is understood and agreed that Defendant’s maximum total
28 liability under the Settlement shall not exceed the sum of \$462,000. It is understood and agreed

1 that Defendant shall have no obligation to pay any person, entity, or organization more than the
2 amount of its maximum total liability under the Settlement.

3 TERMS OF SETTLEMENT

4 14. NOW THEREFORE, in consideration of the mutual covenants, promises and
5 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

6 a. It is agreed by and among Plaintiffs and Defendant that this Action and any
7 claims, damages or causes of action arising out of the Complaint which are the subject of this
8 Action, be settled and compromised as between the Settlement Class and Defendant, subject to the
9 terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

10 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
11 shall become effective when all of the following events have occurred: (i) this Stipulation of
12 Settlement has been executed by all Parties and by counsel for Plaintiffs and Defendant; (ii) the
13 Court has given preliminary approval to the Settlement; (iii) the notice has been distributed to the
14 Settlement Class, providing them with an opportunity to opt out of the Settlement; (iv) the Court
15 has held a formal fairness hearing and entered a final order and judgment certifying the Settlement
16 Class and finally approving this Stipulation of Settlement, without objection by the California
17 Labor and Workforce Development Agency ("LWDA"); and (v) in the event there are objections
18 to the Settlement which are not later withdrawn, the later of the following events: when the period
19 for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed
20 without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or
21 other appellate proceeding opposing the Settlement has been dismissed finally and conclusively
22 with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding
23 has upheld the Court's final order with no right to pursue further remedies or relief. In this regard,
24 it is the intention of the Parties that the Settlement shall not become effective until the Court's
25 order approving the Settlement is completely final, and there is no further recourse by an appellant
26 or objector who seeks to contest the Settlement. It is further agreed by the Parties that this
27 Settlement will not become effective if Defendant, contrary to Paragraph 13 above, is required to
28 pay more than the total amount of its maximum total liability under the Settlement as set forth in

Paragraph 13 under any circumstances. It is further agreed by and between the Parties that this Settlement shall not become effective, and Defendant shall not have any obligation (monetary or otherwise) under the terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights of appeal with respect to any objections or the judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

c. Maximum Settlement Amount, and Net Settlement Amount: To implement the terms of this Settlement, Defendant agrees to pay a maximum of \$462,000 (“Maximum Settlement Amount”), including all payments to Class Members, Class Counsel’s attorneys’ fees and costs, enhancement awards to the class representatives, \$20,000 allocated to penalties under PAGA with \$15,000 (75%) paid to the California Labor and Workforce Development Agency (“LWDA”) and \$5,000 (25%) paid to the Settlement Class as described below, and settlement administration expenses. The entire Maximum Settlement Amount will be fully paid out through the Settlement with no residue to Defendant. Under no condition will Defendant’s aggregate liability exceed the Maximum Settlement Amount. At no time shall Defendant have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for, those funds subject to the disbursement of funds necessary for the payment of claims, approved attorneys’ fees, approved costs, approved enhancement awards to the class representatives, the Settlement administration expenses, the payment to the LWDA pursuant to PAGA, and any other payments provided by this Settlement. The Settlement Awards paid to Class Members, the attorneys’ fees and litigation costs to Class Counsel, the enhancement awards to the class representatives, the fees and expenses of the Settlement Administrator, the payment to the LWDA pursuant to PAGA, and any other payments provided by this Settlement, shall be paid out of the Maximum Settlement Amount. The “Net Settlement Amount,” the amount available for potential distribution to Class Members, shall be calculated by deducting from the Maximum Settlement Amount: (i) Class Counsel’s attorneys’ fees and costs; (ii) the enhancement awards to the class representatives; (iii) the PAGA penalty payment of \$15,000 to the LWDA; and (iv) Settlement administration expenses. Settlement Awards to the Class Members will be calculated by the Settlement Administrator and paid out of

1 the Net Settlement Amount as set forth below.

2 i. Settlement Awards to Class Members: Settlement Awards to Class
3 Members will be determined based on the number of months worked by all Class Members during
4 the Class Period based on information provided by Defendant. Defendant or the Settlement
5 Administrator will calculate the number of months worked by the Class Members during the Class
6 Period based on information provided by Defendant. The months worked by each Class Member
7 will be calculated by Defendant or the Settlement Administrator. Partial months worked will be
8 counted, meaning incomplete months will be rounded up; if a Class Member worked only one day
9 as a Class Member, such Class Member will be credited with having worked one month for
10 purposes of the Settlement. Defendant's months worked data will be presumed correct, unless a
11 particular Class Member proves otherwise to the Settlement Administrator by credible written
12 evidence. All months worked disputes will be decided by the Settlement Administrator, and the
13 Settlement Administrator's decision on months worked disputes will be final and non-appealable.
14 The amount to be paid per month worked to Class Members will be calculated by the Settlement
15 Administrator by dividing the Net Settlement Amount by the number of months worked by all
16 Class Members; any person who opts out of the Settlement is not a Class Member, and is ineligible
17 to object to the Settlement or to participate in the Settlement, except Class Members who opt out
18 of the Settlement will still receive his or her portion of the \$20,000 allocated to penalties under
19 PAGA. No claim form shall be required for Settlement Class Members to receive their settlement
20 awards.

21 ii. Private Attorneys General Act Allocation: Subject to Court
22 approval, the Parties have agreed to allocate \$20,000 of the Maximum Settlement Amount to
23 Plaintiffs' claims under PAGA. Seventy-five percent (75%) of this amount, or in other words
24 \$15,000 will be paid out of the Maximum Settlement Amount to the Labor and Workforce
25 Development Agency ("LWDA") of the State of California, and the remaining balance of \$5,000
26 will remain included in the Net Settlement Amount.

27 iii. Allocation of Settlement Awards: The Parties have agreed, based
28 on the allegations in the Action, that individual Settlement Awards payable to eligible Class

1 Members will be allocated and paid from the Net Settlement Amount and will be reported as
2 alleged unpaid reimbursements, penalties, and interest for which IRS Forms 1099-MISC will issue.

3 iv. Settlement Awards Do Not Trigger Additional Benefits: All
4 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely
5 in the year in which such awards actually are received by the Class Members. It is expressly
6 understood and agreed that the receipt of such Settlement Awards will not entitle any Class
7 Member to additional compensation or benefits under any company bonus, contest or other
8 compensation or benefit plan or agreement in place during the period covered by the Settlement,
9 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching
10 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement
11 Awards provided for in this Agreement are the sole payments to be made by Defendant to the
12 Class Members in connection with this Settlement, and that the Class Members are not entitled to
13 any new or additional compensation or benefits as a result of having received the Settlement
14 Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan
15 document that might have been in effect during the period covered by this Settlement).

16 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
17 modification, Defendant further agrees to pay, from the Maximum Settlement Amount, Class
18 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 16 below.

19 vi. Class Representative: The Parties agree to the designation of
20 Plaintiffs Jenee Jernigan and Teri A. Garza-Haban as "Class Representatives." Subject to Court
21 approval, Defendant agrees to pay Plaintiffs, from the Maximum Settlement Amount, an
22 Enhancement Award at no additional cost to the Released Parties, and subject to Plaintiffs'
23 execution of a general release of all claims under California Code of Civil Procedure Section 1542.
24 The Enhancement Award cannot exceed \$10,000 for each Class Representative, subject to Court
25 approval, and is in addition to the Class Representatives' individual settlement awards. The
26 Enhancement Awards are to be part of, and to be deducted from, the Maximum Settlement
27 Amount. Defendant or the Settlement Administrator will issue an IRS Form 1099-MISC for the
28 Enhancement Awards to Plaintiffs for their service as Class Representatives, and Plaintiffs will be
responsible for correctly characterizing this compensation for tax purposes and for paying any

1 taxes on the amounts received. Should the Court approve Enhancement Awards to the Class
2 Representatives in an amount less than that set forth above, the difference between the lesser
3 amount approved by the Court and the Enhancement Awards set forth above shall be added to the
4 Net Settlement Amount

5 vii. Settlement Administrator: The Settlement Administrator will be
6 CPT Group, Inc. ("Settlement Administrator"), or such other Settlement Administrator as may be
7 mutually agreeable to the Parties, after review and approval by the Parties of a not-to-exceed quote
8 for Settlement Administration expense which Plaintiffs' counsel agrees to request and circulate to
9 Defendant's counsel. All Settlement Administration expenses shall be paid out of the Maximum
10 Settlement Amount, and are not to exceed \$26,000.00

11 viii. Mailing of Settlement Awards: The Settlement Administrator will
12 cause the Settlement Awards to be mailed to the Class Members who have not opted out of the
13 Settlement and have not previously released their claims as to Defendant, within 35 calendar days
14 after the Settlement becomes effective as defined in Paragraph 14.b.

15 d. Enhancement Awards to Plaintiffs for Service as Class Representatives:
16 The Settlement Administrator will pay the Enhancement Awards approved by the Court to
17 Plaintiffs within 35 calendar days after the Settlement becomes effective as defined in Paragraph
18 14.b.

19 e. Right to Rescission: If more than five percent (5%) of the Settlement Class
20 opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the
21 Notice of Pendency of Class and PAGA Action, Proposed Settlement and Hearing Date for Final
22 Court Approval of Settlement ("Notice of Pendency of Class Action and Proposed Settlement"),
23 Defendant shall have the right (but need not), in its sole discretion, to rescind and void the
24 Settlement before final approval by the Court by providing written notice to Class Counsel no later
25 than ten (10) calendar days before the final approval hearing date. If Defendant exercises this
26 option, Defendant shall pay any costs of settlement administration incurred up to that date, but not
27 to include Class Counsel's fees and costs.
28

15. The Parties have agreed to the appointment of CPT Group, Inc. to perform the customary duties of Settlement Administrator; provided, however, the Parties shall have the right to select or substitute a different Settlement Administrator by mutual agreement and approval by the Court. The Settlement Administrator will mail the Notice of Pendency of Class Action and Proposed Settlement to all Class Members. The Settlement Administrator will independently review Defendant's data, based on Defendant's records, as to the number of months worked during the Class Period, and will calculate the amounts due to Class Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement Administrator shall be granted reasonable access to Defendant's records to perform its duties. At the request of Defendant, and upon receipt of funds from Defendant, the Settlement Administrator will issue and send out Settlement Award checks to Class Members. Defendant shall be able to review proposed distributions and class month data to ensure correct and accurate distributions and that representations to the Class Members through the Notice of Pendency of Class Action and Proposed Settlement are accurate. Tax treatment of the Settlement Awards will be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out. The Settlement Administrator shall create and maintain a webpage, which will include links to the Settlement Agreement, Notice of Pendency of Class Action and Proposed Settlement, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available, until the Effective Date. The website shall also include links to any other documents or information the Settlement Administrator deems necessary to perform its duties.

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16. In consideration for settling this Action, in exchange for the release of claims by the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees

1 to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to exceed 33
2 percent of the Maximum Settlement Amount, or in other words up to \$150,000, and attorneys'
3 costs not to exceed \$25,000. Defendant will not object to Class Counsel's application for
4 attorneys' fees and litigation costs up to these amounts. The amounts set forth above will cover
5 all work performed and all fees and costs incurred to date, and all work to be performed and all
6 fees and costs to be incurred in connection with the approval by the Court of this Stipulation of
7 Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class
8 Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees
9 and litigation costs, the difference between the lesser amounts and the maximum amounts set forth
10 above shall be added to the Net Settlement Amount.

11 17. The attorneys' fees and litigation costs approved by the Court shall be paid to Class
12 Counsel within 35 calendar days after the Settlement becomes effective as defined in Paragraph
13 14.b.

14 NOTICE TO THE PLAINTIFF CLASS

15 18. The Notice of Pendency of Class Action and Proposed Settlement shall be jointly
16 drafted by the Parties, and as approved by the Court, shall be sent by the Settlement Administrator
17 to the Class Members by first class mail. The Notice of Pendency of Class Action and Proposed
18 Settlement shall be substantially in the form identified as Exhibit 1 to this Settlement.

19 a. Within 30 calendar days after preliminary approval of this Settlement by the
20 Court, Defendant shall confidentially provide to the Settlement Administrator the Class Members'
21 names, last-known addresses, Social Security Numbers, and start and end dates during the Class
22 Period. The Parties agree the Social Security Numbers will be used only by the Settlement
23 Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class
24 Counsel at any time or in any form. Notwithstanding anything herein to the contrary, neither the
25 Settlement Administrator nor Class Counsel will be entitled to receive confidential information of
26 Defendant (including non-public personal information of its employees) unless and until the
27 Settlement Administrator or Class Counsel, as the case may be, signs and delivers a non-disclosure
28 agreement to Defendant on terms and conditions reasonably acceptable to Defendant. To the

1 extent Class Counsel possesses or comes to possess the Class Members' contact information and/or
2 Social Security Numbers from the Settlement Administrator, Class Counsel shall return all such
3 information (including copies and data or information derived therefrom) within five (5) calendar
4 days from the date the Court finally approves the Settlement, shall not retain copies of such
5 information, and shall not maintain or use such information for any purpose. The spreadsheet
6 provided for above, shall be based on Defendant's payroll and other business records and in a
7 format acceptable to the Settlement Administrator. Defendant agrees to consult with the
8 Settlement Administrator prior to the production date to ensure that the format will be acceptable
9 to the Settlement Administrator. The Settlement Administrator will run a check of the Class
10 Members' addresses against those on file with the U.S. Postal Service's National Change of
11 Address ("NCOA") List. Within 45 calendar days of the Court's preliminary approval of this
12 Settlement, the Settlement Administrator will mail the Notice of Pendency of Class Action and
13 Proposed Settlement to Class Members.

14 b. Notices of Pendency of Class Action and Proposed Settlement returned to
15 the Settlement Administrator as non-delivered during the 60-calendar day period for Class
16 Members to submit requests for exclusion shall be resent to the forwarding address, if any, on the
17 returned envelope. If there is no forwarding address, the Settlement Administrator will do an
18 NCOA check and will skip-trace return mail using the Class Member's Social Security Number
19 and re-mail within five (5) days of receipt; this search will be performed only once per Class
20 Member by the Settlement Administrator. Class Members will have a maximum of 15 days from
21 the date of the re-mailing due to an undeliverable notice to cure the deficiency, or until the end of
22 the claims filing deadline, whichever is later. Upon completion of these steps by the Settlement
23 Administrator, Defendant and the Settlement Administrator shall be deemed to have satisfied their
24 obligations to provide the Notice of Pendency of Class Action and Proposed Settlement to the
25 affected member of the Settlement Class. The affected member of the Settlement Class shall
26 remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation of
27 Settlement and the Court's Order and Final Judgment.

28

1 c. The Notice of Pendency of Class Action and Proposed Settlement shall
2 identify the procedures for opting out of or objecting to the Settlement.

3 d. Class Counsel shall provide to the Court, at least sixteen (16) Court days
4 before the final fairness hearing, an initial declaration by the Settlement Administrator of due
5 diligence and proof of mailing with regard to the mailing of the Notice of Pendency of Class Action
6 and Proposed Settlement.

7 ADMINISTRATION PROCESS

8 19. Class Members shall have sixty (60) calendar days from the date of mailing to
9 respond to the Notice of Pendency of Class Action and Proposed Settlement.

10 20. Settlement Awards to Class Members will be mailed by the Settlement
11 Administrator within thirty-five (35) calendar days after the Settlement becomes effective as
12 defined in Paragraph 14.b. Settlement Award checks shall remain valid and negotiable for one
13 hundred and eighty (180) calendar days from the date of their issuance; the Parties agree the
14 Settlement Administrator will send one reminder notice to all Class Members who have not cashed
15 the settlement award check thirty (30) calendar days prior to the deadline; upon the deadline to
16 cash the Settlement Award checks, the checks will automatically be cancelled by the Settlement
17 Administrator if not cashed by the Class Member within that time, at which point the Class
18 Member's claim will be deemed void and of no further force or effect, and the Class Member's
19 claims will remain released by the Settlement. The checks provided to Class Members shall
20 prominently state the expiration date or a statement that the checks will expire in one hundred and
21 eighty (180) calendar days, or alternatively, such a statement may be made in a letter
22 accompanying the check. Expired Settlement Award checks will not be reissued, except for good
23 cause and as mutually agreed by the Parties in writing. Any residue from uncashed Settlement
24 Award checks after the expiration date will be paid within fourteen (14) calendar days after the
25 one hundred and eighty (180) day check cashing period expires pursuant to Code of Civil
26 Procedure section 384(b)(3) to Koinonia Family Services, a non-profit IRS 501(c)(3) charitable
27 organization, to be used for child advocacy programs in the State of California, as a *cy pres*
28 recipient, subject to Court approval. Any residue received by Koinonia shall be ordered by the

1 Court to be used solely for child advocacy programs within the State of California pursuant to
2 Code of Civil Procedure section 384(b). Upon completion of its calculation of payments, the
3 Settlement Administrator shall provide Defendant with a report listing the amount of all payments
4 to be made to each Class Member. Defendant, on behalf of the Released Parties, will pay to the
5 Settlement Administrator the Maximum Settlement Amount within thirty (30) calendar days after
6 the Settlement becomes effective as defined in Paragraph 14.b. The Settlement Administrator will
7 be responsible for paying to Class Counsel any Court-approved attorneys' fees and litigation costs,
8 paying to the Class Representatives any Court-approved Enhancement Awards, paying the LWDA
9 seventy-five percent (75%) of the amount allocated for PAGA penalties above, meeting tax
10 reporting obligations, and for issuing the individual Settlement Awards to Class Members. Proof
11 of compliance with the Court's final approval order will be provided to counsel for the Parties by
12 the Settlement Administrator within twenty-one (21) days after all payment obligations, the check
13 cashing deadline for Class Members, and payment to the *cy pres* beneficiary have passed.

14 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

15 21. Opting Out of the Settlement. For those Class Members who do not wish to
16 participate in the Settlement, such Class Members may exclude themselves by submitting a timely
17 written request to the Settlement Administrator. The written request ("Request for Exclusion")
18 should state that he/she has received the Notice of Pendency of Class Action and Proposed
19 Settlement, decided not to participate in the Settlement, and words to the effect that he/she desires
20 to be excluded from the Settlement. The Request for Exclusion must also state the individual's
21 full name, address, date of birth, and the dates worked as a Class Member for Defendant in
22 California. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail,
23 or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked
24 and mailed to the Settlement Administrator no later than sixty (60) calendar days after the
25 Settlement Administrator mails the Notice of Pendency of Class Action and Proposed Settlement
26 to the Class Members. Any individual who submits a Request for Exclusion will not be allowed
27 to object to the terms of the Settlement.
28

22. Objecting to the Settlement. Any individual who does not exclude himself/herself from the Settlement can object to the terms of the Settlement in writing before the deadline to object to the Settlement. To object, the individual must file a written objection with the Settlement Administrator. If an objector also wishes to appear at the Final Approval Hearing, in person or through an attorney, he or she need not file a notice of intention to appear at the same time as the objection is filed. Filing the notice of intention to appear is not necessary to preserve the right to appear at the Final Approval Hearing. Any written objection must state each specific reason in support of the objection and any legal support for each objection. The individual must state his/her full name, address, date of birth, and the dates he/she worked as a Class Member in California for Defendant. To be valid and effective, any written objections to approval of the Settlement must be delivered to the Settlement Administrator no later than sixty (60) calendar days after the Settlement Administrator mails the Notice of Pendency of Class Action and Proposed Settlement to the Class Members. A Class Member may appear at the Final Approval Hearing, either in person or through their own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If the Court rejects the objection, the individual will be bound by the terms of the Settlement.

RELEASE BY THE CLASS

23. Effective upon the date of final approval by the Court of this Stipulation of Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement, the Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion, fully releases and discharges the Released Parties from any and all claims under state, federal and local law ultimately alleged in the Action, and that reasonably could have been alleged in the Action, based on the factual allegations contained in the operative complaint in the Action and any amendments thereto, as to the Class Members, including but not limited to claims for violation of California Labor Code section 2802, class and representative claims, and all claims for or related to unreimbursed business expenses, penalties of any nature (including but not limited to PAGA penalties), interest, fees, costs, as well as all other claims and allegations

1 alleged in the Action, from March 16, 2020 through the date the Court finally approves the
2 Settlement (collectively "Released Claims").

3 24. In addition to the Released Claims identified in Paragraph 23, Plaintiffs
4 individually agree to generally release the Released Parties from any and all claims, whether
5 known or unknown, under all federal, state and local statutes, and federal and state common law
6 (including but not limited to those for contract, tort, and equity), except for workers compensation
7 claims. Plaintiffs acknowledge the language of Section 1542 of the California Civil Code, which
8 provides:

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

12 Plaintiffs expressly waive the protection of Section 1542. Plaintiffs understand and agree
13 that claims or facts in addition to or different from those which are now known or believed by
14 them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all
15 of the claims, except for workers compensation claims, they now have against the Released Parties,
16 whether known or unknown, suspected or unsuspected.

17 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

18 25. To effectuate the terms of the Settlement, the Parties agree all formal and informal
19 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to cease
20 all affirmative communication (oral and written) with Class Members, other than through Court-
21 approved notices; this provision does not prevent Class Counsel from communicating with any
22 Class Members who may contact Class Counsel. Plaintiffs shall promptly submit this Stipulation
23 of Settlement to the Los Angeles County Superior Court in support of Plaintiffs' Motion for
24 Preliminary Approval and determination by the Court as to its fairness, adequacy and
25 reasonableness. Plaintiffs agree to provide Defendant the opportunity to review, and to approve
26 before filing, Plaintiffs' Motion for Preliminary Approval. At the same time Plaintiffs submit this
27 Stipulation of Settlement to the Los Angeles County Superior Court, Plaintiffs agree to submit a
28 copy of the Stipulation of Settlement to the LWDA. Promptly, upon execution of this Stipulation

1 of Settlement, Plaintiffs shall apply to the Court for the entry of an order preliminarily approving
2 the Settlement in a form that is mutually agreeable between the Parties and also provides for the
3 following:

4 a. Scheduling a fairness hearing on the question of whether the proposed
5 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and
6 the class representatives' enhancement awards should be finally approved as fair, reasonable and
7 adequate as to the members of the Settlement Class;

8 b. Certifying a Settlement Class, Plaintiffs Jenee Jernigan and Teri A. Garza-
9 Haban as Class Representatives, and Craig Ackerman of Ackerman & Tilajef, P.C. and India Lin
10 Bodien as Class Counsel;

11 c. Approving as to form and content the proposed Notice of Pendency of Class
12 Action and Proposed Settlement;

13 d. Approving the manner and method for Class Members to request exclusion
14 from the Settlement as contained herein and within the Notice of Pendency of Class Action and
15 Proposed Settlement;

16 e. Directing the mailing of the Notice of Pendency of Class Action and
17 Proposed Settlement by first class mail to the Class Members; and

18 f. Preliminarily approving the Settlement subject only to the objections of
19 Class Members and final review by the Court; and

20 g. Enjoining Plaintiffs and all Class Members from filing or prosecuting any
21 other cases, claims, suits or administrative proceedings (including filing claims with the Division
22 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
23 the Released Claims unless and until such Class Members have filed valid Requests for Exclusion
24 with the Settlement Administrator and the time for filing Requests for Exclusion with the
25 Settlement Administrator has elapsed.

26 h. The Preliminary Approval Order shall be substantially in the form identified
27 as Exhibit 2 to this Settlement.

28 ///

1 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

2 26. Class Counsel agreed to return all confidential documents, lists and data in all forms
3 and formats (originals and copies) within seven (7) calendar days from final Court approval of the
4 Settlement. Plaintiffs agrees to provide Defendant the opportunity to review, and to approve
5 before filing, Plaintiffs' Motion for Final Approval of Class Action Settlement. Class Counsel
6 agrees to submit a proposed final order and judgment, in a form that is mutually agreeable between
7 the parties and also provides for the following:

8 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
9 and adequate, and directing consummation of its terms and provisions;

10 b. Approving Class Counsel's application for an award of attorneys' fees and
11 litigation costs;

12 c. Approving the Enhancement Awards to the Class Representatives; and

13 d. Entering judgment in accordance with California Rules of Court, Rule
14 3.769(h), and permanently barring and enjoining all members of the Settlement Class from
15 prosecuting against Defendant; each of Defendant's past, present, and future direct and indirect
16 parents; (iii) the respective past, present, and future direct and indirect subsidiaries and affiliates
17 of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents,
18 employees, attorneys, insurers, members, clients, partners, managers, contractors, agents,
19 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
20 successors and assigns of any of the foregoing; and (v) any individual or entity which could be
21 jointly liable with any of the foregoing.

22 e. The Final Approval Order shall be substantially in the form identified as
23 Exhibit 3 to this Settlement.

24 PARTIES' AUTHORITY

25 27. The signatories hereto hereby represent that they are fully authorized to enter into
26 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

1 MUTUAL FULL COOPERATION

2 28. The Parties agree to fully cooperate with each other to accomplish the terms of this
3 Stipulation of Settlement, including, but not limited to, execution of such documents and taking
4 such other action as reasonably may be necessary to implement the terms of this Stipulation of
5 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this
6 Stipulation of Settlement and any other efforts that may become necessary by order of the Court,
7 or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon
8 as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the
9 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
10 Court's final approval of this Stipulation of Settlement.

11 29. The Parties and their respective counsel agree that they will not attempt to
12 encourage or discourage Class Members from filing Requests for Exclusion.

13 NO PRIOR ASSIGNMENTS

14 30. The Parties and their counsel represent, covenant and warrant that they have not
15 directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
16 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
17 action or right herein released and discharged except as set forth herein.

18 NO ADMISSION

19 31. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
20 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on
21 the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement
22 solely with the intention to avoid further disputes and litigation with the attendant inconvenience
23 and expenses.

24 ENFORCEMENT ACTIONS

25 32. The Parties agree that the Los Angeles County Superior Court shall retain
26 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure
27 Section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes
28 any legal action or other proceeding against any other Party or Parties to enforce the provisions of

1 this Stipulation of Settlement or to declare rights or obligations under this Stipulation of
2 Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful Party
3 or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees incurred in
4 connection with any enforcement actions.

5 NOTICES

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

10 **To Plaintiffs and the Settlement Class**

11 Craig Ackermann, Esq.
12 Ackermann & Tilajef, P.C.
1180 South Beverly Dr., Suite 610
Los Angeles, California 90035

13 **To Defendant**

14 Cary G. Palmer, Esq.
15 JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

16 NO PUBLIC COMMENT

17 34. The Class Representatives and Class Counsel will not make any public disclosure
18 of the terms of this Settlement (including, but not limited to, the Maximum Settlement Amount),
19 the negotiations leading to this Settlement, and all documents related to the Settlement, except
20 through Court filings and notice to the LWDA to approve the Settlement. Class Counsel will take
21 all steps necessary to ensure that the Class Representatives are aware of, and will ensure that the
22 Class Representatives adhere to the restriction against any public disclosure of the Settlement.
23 Following preliminary Court approval of the Settlement, the Class Representatives and Class
24 Counsel will not initiate any communications (directly or indirectly) with the media regarding the
25 Action. Class Counsel will take all steps reasonably necessary to ensure the Class Representatives
26 are aware of, and will ensure that they will adhere to, the restriction against any media comment
27 on the Settlement and its terms.
28

35. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

36. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

37. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

38. This Stipulation of Settlement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

39. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors, and assigns.

CLASS MEMBER SIGNATORIES

40. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Notice of Pendency of Class Action and Proposed Settlement will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Class.

COUNTERPARTS

41. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

Plaintiffs and Class Representatives

Dated: 3/15/2022 _____

Jenee Jernigan

Jenee Jernigan

Dated: 3/16/2022 _____

TERI GARZA-HABAN

Teri A. Garza-Haban

Defendant

PRO Unlimited, Inc.

Dated: 3/16/2022 _____

By: *James Cahalan*

Authorized Officer or Agent

1 APPROVED AS TO FORM:

2 ACKERMAN & TILAJEF, P.C.

3 Dated: 3/15/2022

4 By: Craig Ackermann
5 Craig Ackerman
6 Attorneys for Plaintiffs and Class Members

7 INDIA LIN BODIEN, ATTORNEY AT LAW

8 Dated: 3/15/2022

9 By: India Lin Bodien
10 India Lin Bodien
11 Attorneys for Plaintiffs and Class Members

12 JACKSON LEWIS P.C.

13 Dated: 3/22/2022

14 By: Cary G. Palmer
15 Cary G. Palmer
16 Erika M. Barbara
17 Attorneys for Defendant
18 PRO UNLIMITED, INC.

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JENEE JERNIGAN and TERI A. GARZA-HABAN, as a
representative action on behalf of the LWDA and the other
aggrieved employees,

Plaintiffs,

vs.

PRO UNLIMITED, INC., a New York
Corporation, and AIRBNB, INC., a Delaware Corporation,
and DOES 1 to 100, inclusive,

Defendants.

Case No. 21STCV10027

**NOTICE OF PENDENCY OF CLASS AND PAGA
ACTION, PROPOSED SETTLEMENT, AND
HEARING DATE FOR FINAL COURT APPROVAL
OF SETTLEMENT**

ATTENTION: ALL PERSONS EMPLOYED BY PRO UNLIMITED, INC. (“DEFENDANT”) AS STAFF MEMBERS AND PAYROLLED WORKERS SUBJECT TO DEFENDANT’S EXPENSE REIMBURSEMENT POLICIES, INCLUDING DEFENDANT’S PAYROLLED WORKERS AT AIRBNB, INC., IN CALIFORNIA BETWEEN MARCH 16, 2020, AND [REDACTED] [PRELIMINARY APPROVAL DATE] (THE “SETTLEMENT CLASS” OR THE “CLASS MEMBERS”).

READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE [REDACTED], 2022.

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Settlement”) of the Superior Court of the State of California for Los Angeles County entered [REDACTED], 2022, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A Settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of Los Angeles on behalf of all persons employed by Defendant as staff members and payrolled workers subject to Defendant’s expense reimbursement policies, including Defendant’s payrolled workers at AirBnB, Inc., in California between March 16, 2020 and [REDACTED] [Preliminary Approval Date]. The Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

The “Released Parties” in the Action include (i) PRO Unlimited, Inc. (“Defendant”); (ii) each of Defendant’s past, present, and future direct and indirect parents; (iii) the respective past, present, and future direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, clients, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

You have received this notice because records indicate you were employed as a Class Member during the Class Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On March 15, 2021, Plaintiff Jenee Jernigan (“Plaintiff” or “Class Representative”) filed a complaint alleging Private Attorneys General Act (“PAGA”) claims against Defendant PRO Unlimited, Inc. in the Los Angeles County Superior Court based on alleged violations of the California Labor Code. On [REDACTED], 2022, Plaintiff Jernigan filed a First Amended Complaint (“Complaint”) that: (1) asserted the same wage and hour violations as in Plaintiff Jernigan’s PAGA Complaint of March 15, 2021, but on behalf of the proposed class; (2) added Teri A. Garza-Haban as an additional named plaintiff; and (3) added Airbnb, Inc. as an additional named defendant. The term “Action” means this putative class and PAGA action pending in Los Angeles County Superior Court, Case No. 21STCV10027. The Class Period is between March 16, 2020, and [REDACTED] [Preliminary Approval Date] (the “Class Period”).

Plaintiffs' Complaint alleges a failure to reimburse expenses and a PAGA cause of action against Defendant on behalf of Class Members during the Class Period. Plaintiffs' Complaint seeks recovery of penalties, interest, and attorneys' fees and costs. Defendant denies all claims, and denies that Plaintiffs and the Class Members are entitled to any recovery.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in extensive private settlement negotiations. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached a class-wide Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant ("Settlement" or "Stipulation of Settlement"), which has been preliminarily approved by the Court. If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of \$462,000.00 for all claims, damages, attorneys' fees, costs, the enhancement awards, penalties, and settlement administration expenses ("Maximum Settlement Amount"). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed thirty-three percent (33%) of the Maximum Settlement Amount which equals \$150,000, attorneys' costs not to exceed \$25,000, an Enhancement Award to the Class Representatives not to exceed \$10,000 to each Class Representative, the fees and expenses of the Settlement Administrator estimated not to exceed \$26,000, and \$15,000 payable to the California Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties, which will result in a "Net Settlement Amount" for distribution to all Class Members. As explained further below, the amount of each Class Member's Settlement Award will depend on the number of months worked by participating Class Members during the Class Periods.

B. Settlement Formula and Settlement Awards

Defendants will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Settlement Awards payable to eligible Class Members will be allocated and paid from the Net Settlement Amount and will be reported as alleged unpaid reimbursements, penalties, and interest for which IRS Forms 1099-MISC will issue.

Settlement Awards to Class Members will be based on the number of months worked by all Class Members during the Class Period based on information provided by Defendant. Defendant or the Settlement Administrator will calculate the number of months worked by Class Members during the Class Period based on information provided by Defendant. The months worked by each Class Member will be calculated by Defendant or the Settlement Administrator. Partial months worked will be counted, meaning incomplete months will be rounded up; if a Class Member worked only one day as a Class Member, such Class Member will be credited with having worked one month for purposes of the Settlement. Defendant's months worked data will be presumed correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All months worked disputes will be decided by the Settlement Administrator, and the Settlement Administrator's decision on months worked disputes will be final and non-appealable. The amount to be paid per month worked to Class Members will be calculated by the Settlement Administrator by dividing the Net Settlement Amount by the number of months worked by all Class Members; any person who opts out of the Settlement is not a Class Member, and is ineligible to object to the Settlement or to participate in the Settlement. No claim form shall be required for Settlement Class Members to receive their settlement awards.

Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records

For each Class Member, the amount payable to the Class Member will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct, unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of months worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's

records, all supporting documents evidencing additional months must be submitted by the Class Member to the Settlement Administrator. The dispute will be resolved by the Settlement Administrator as described in Section E below.

D. Release of Claims

The Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant contains a release which releases Defendant and the Released Parties from any and all claims under state, federal and local law ultimately alleged in the Action, and that reasonably could have been alleged in the Action, based on the factual allegations contained in the operative complaint in the Action and any amendments thereto, as to the Class Members, including but not limited to claims for violation of California Labor Code section 2802, class and representative claims, and all claims for or related to unreimbursed business expenses, penalties of any nature (including but not limited to PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, from March 16, 2020 through the date the Court finally approves the Settlement (collectively “Released Claims”).

E. Resolution of Months Worked Disputes

If a Class Member disputes the accuracy of Defendant’s records as to the number of months worked, any documentation supporting such dispute must be submitted to the Settlement Administrator. All month worked disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator’s decision on all disputes will be final and binding.

F. Enhancement Awards for the Class Representatives

Subject to approval by the Court, the Class Representatives will each receive an Enhancement Award up to \$10,000.00. These payments will be made for their service as Class Representatives, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel’s costs or paying Defendant’s attorneys’ fees and costs for an unsuccessful outcome in the Action. The Class Representatives also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys’ Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel’s attorneys’ fees and costs to be set by the Court, up to a maximum of thirty-three percent (33%) of the Maximum Settlement Amount which equals \$150,000, and attorneys’ costs not to exceed \$25,000. Class Counsel’s attorneys’ fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (*i.e.*, “opt out”) by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect (“Request for Exclusion”). Your Request for Exclusion must also state your full name, address, date of birth, and the dates you were employed by Defendant in California. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

CPT Group, Inc.

Telephone: [REDACTED]

The Request for Exclusion must be postmarked no later than [REDACTED], 2022. If you submit a Request for Exclusion which is not postmarked by [REDACTED], 2022, your Request for Exclusion will be rejected and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits from the Settlement (except for his or her portion of the allocation for penalties under PAGA), shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any

claims he or she may have against the Released Parties.

B. Objection to Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may file a written objection with the Settlement Administrator by [REDACTED], 2022. If you wish to appear at the Final Approval Hearing, currently set for [REDACTED], 2022, [REDACTED] Department 58, in person or through an attorney, you need not file a notice of intention to appear at the same time as the objection is filed. Filing the notice of intention to appear is not necessary to preserve the right to appear at the Final Approval Hearing.

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates you were employed in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be delivered to the Settlement Administrator no later than 60 calendar days after the Settlement Administrator mails the Notice to the Class Members. **DO NOT TELEPHONE THE COURT.**

However, a Class Member may appear at the Final Approval Hearing, either in person or through their own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Los Angeles County Superior Court, and deliver copies to the Settlement Administrator and each of the attorneys listed below.

CLASS COUNSEL

Craig Ackermann
Ackermann & Tilajef, P.C.
1180 South Beverly Dr., Suite 610
Los Angeles, California 90035

DEFENDANTS' COUNSEL

Cary G. Palmer, Esq.
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than 60 days after the Settlement Administrator mails the Notice to Class Members. You will then continue as a Settlement Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at [REDACTED] /a.m./p.m. (Pacific Time) on [REDACTED], 2022, in Department 58, Superior Court of the State of California for the County of Los Angeles, [REDACTED], or such other later date as the Court may authorize.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member who does not opt out of the Settlement will release Defendant and the Released Parties from the Released Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the Released Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 58 of the Superior Court of the State of California for the County of Los Angeles [REDACTED], on [REDACTED], 2022, at [REDACTED] /a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Awards to be paid to the Class Representatives. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than [REDACTED], 2022, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-three percent (33%) of the Settlement for attorneys' fees which equals \$150,000, and not more than \$25,000 for attorneys' costs.

The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. NOTICE OF ESTIMATED SETTLEMENT AWARD

Defendant has provided the Settlement Administrator with the dates all Class Members worked during the Class Period. Based on Defendant's records, the Settlement Administrator has calculated your total months worked during the Class Period to be [REDACTED].

Based on a preliminary determination of the amount to be paid to Class Members per month and the total number of months worked by you during the Class Period, your estimated Settlement Award is \$ [REDACTED]. The foregoing amounts are only estimates; your actual payment may be greater or smaller than the amounts reported above based on the final number of months worked by all Class Members.

If you disagree with the number of months worked as stated above, please explain why, including the number of months you claim to have worked within California during the class period. If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes otherwise and that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally by the attorneys for the parties, the dispute will be resolved by the Settlement Administrator as described herein; the Settlement Administrator's decision will be final and binding with no opportunity for appeal.

All settlement awards are subject to taxation, and will be reported to the IRS and state tax authorities. IRS Forms 1099-MISC will be issued pertaining to your settlement award. The settlement checks will only be valid for 180 days and will not be re-issued.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Stipulation of Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the Los Angeles Superior Court at [REDACTED]. You may also visit [www.\[REDACTED\]](http://www.[REDACTED]), which will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available.

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Craig Ackermann
Ackermann & Tilajef, P.C.
1180 South Beverly Dr., Suite 610
Los Angeles, California 90035

(310) 277-0614 Telephone
(310) 277-0635 Facsimile
Email: cja@ackermanntilajef.com

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

BY ORDER OF THE SUPERIOR COURT

EXHIBIT 2

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Attorneys for Plaintiffs, the Class,
 the LWDA, and the Aggrieved Employees

[Additional counsel on following page]

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JENEE JERNIGAN and TERI A. GARZA-
 HABAN, as a representative action on behalf of
 the LWDA and the other aggrieved employees,

Plaintiff,

v.

PRO UNLIMITED, INC., a New York
 Corporation, and AIRBNB, INC., a Delaware
 Corporation, and DOES 1 to 100, inclusive,

Defendants.

Case No. 21STCV10027

ASSIGNED FOR ALL PURPOSES TO:
 JUDGE BRUCE G. IWASAKI
 DEPARTMENT 58

CLASS ACTION

**[PROPOSED] ORDER GRANTING
 PRELIMINARY APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

Date:
 Time:
 Dept.:
 Judge:

Complaint Filed: March 15, 2021
 FAC Filed: , 2022
 Trial Date: None Set

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Attorneys for Defendant
PRO UNLIMITED, INC.

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came
3 before this Court, on [REDACTED], 2022, in Department 58 before the Honorable Bruce G.
4 Iwasaki, presiding. The Court having considered the papers submitted in support of the
5 application of the parties, **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and
8 Release Between Plaintiffs and Defendant (“Stipulation of Settlement”) filed herewith. All terms
9 used herein shall have the same meaning as defined in the Stipulation of Settlement.

10 2. The Settlement set forth in the Joint Stipulation of Settlement and Release
11 Between Plaintiffs and Defendant appears to be fair, adequate and reasonable to the Class. The
12 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject
13 only to any objections that may be raised at the final fairness hearing and final approval by this
14 Court.

15 3. A final fairness hearing on the question of whether the proposed Settlement,
16 attorneys’ fees to Class Counsel, costs of administration and the Class Representatives’
17 Enhancement Awards should be finally approved as fair, reasonable, and adequate as to the
18 members of the Class is scheduled in Department 58 on the date and time set forth in the
19 implementation schedule in Paragraph 10 below.

20 4. This Court approves, as to form and content, the Notice of Pendency of Class
21 Action, Proposed Settlement and Hearing Date for Final Court Approval (“Notice of Pendency
22 of Class Action and Proposed Settlement”) (Exhibit 1 to the Stipulation of Settlement and
23 attached hereto as Exhibit 1). The Court approves the procedure for Class Members to opt out of
24 and to object to the Settlement, as set forth in the Joint Stipulation of Settlement and Release
25 Between Plaintiffs and Defendant and the Notice of Pendency of Class Action and Proposed
26 Settlement.

27 5. The Court directs the mailing of the Notice of Pendency of Class Action and
28 Proposed Settlement by first class mail to the Class Members in accordance with the
Implementation Schedule set forth below. The Court finds the dates selected for the mailing and

distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

6. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

7. The Court confirms Plaintiffs Jenee Jernigan and Teri A. Garza-Haban as Class Representatives, and Craig Ackerman of Ackerman & Tilajef, P.C. and India Lin Bodien as Class Counsel.

8. The Court confirms the appointment of CPT Group as Settlement Administrator.

9. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing Requests for Exclusion with the Settlement Administrator has elapsed.

10. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[REDACTED] [30 calendar days after Order granting Preliminary Approval]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[REDACTED] [45 calendar days after Order granting Preliminary Approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[REDACTED] [60 calendar days after mailing of the Notice]
d.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	[REDACTED] [60 calendar days after mailing of the Notice]

e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[REDACTED] [16 Court days before Final Approval Hearing]
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[REDACTED] [16 Court days before Final Approval Hearing]
g.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	[REDACTED] [10 calendar days before Final Approval Hearing, provided the number and percentage of opt outs triggers the right to rescission]
h.	Final Fairness Hearing and Final Approval	Date: [REDACTED] Time: [REDACTED] Department: 58
i.	Deadline for Defendant to fund Settlement	[REDACTED] [30 calendar days after Effective Date]
j.	Deadline for Settlement Administrator to mail the Settlement Awards, the Enhancement Awards, and the Attorneys' Fees and Costs (if Settlement is Effective)	[REDACTED] [35 calendar days after Effective Date]
k.	Deadline for Class Members to cash Settlement checks (if Settlement is Effective)	[REDACTED] [180 calendar days after Settlement Administrator mails the Settlement Awards and the Enhancement Awards]
l.	Deadline for Settlement Administrator to distribute uncashed check amount to <i>cy pres</i> beneficiaries (if Settlement is Effective)	[REDACTED] [Within 14 calendar days after the deadline for class members to cash Settlement checks]

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m.	Settlement Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys’ Fees and Costs, <i>cy pres</i> payments, and payment to the LWDA (if Settlement is Effective)	[Redacted] [Within 21 calendar days after the deadline for Settlement Administrator to pay and unclaimed residue from uncashed checks to <i>cy pres</i> beneficiary]
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IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

1 ACKERMANN & TILAJEF, P.C.
 2 CRAIG J. ACKERMAN (SBN 229832)
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9 Attorneys for Plaintiffs, the Class,
 10 the LWDA, and the Aggrieved Employees

11 *[Additional counsel on following page]*

12
 13 SUPERIOR COURT OF CALIFORNIA
 14 COUNTY OF LOS ANGELES

15 JENEE JERNIGAN and TERI A. GARZA-
 16 HABAN, as a representative action on behalf of
 17 the LWDA and the other aggrieved employees,

18 Plaintiff,

19 v.

20 PRO UNLIMITED, INC., a New York
 Corporation, and AIRBNB, INC., a Delaware
 Corporation, and DOES 1 to 100, inclusive,

21 Defendants.
 22
 23
 24

Case No. 21STCV10027

ASSIGNED FOR ALL PURPOSES TO:
 JUDGE BRUCE G. IWASAKI
 DEPARTMENT 58

CLASS ACTION

**[PROPOSED] ORDER GRANTING
 FINAL APPROVAL OF CLASS ACTION
 AND PAGA SETTLEMENT AND
 JUDGMENT**

Date:
 Time:
 Dept.:
 Judge:

Complaint Filed: March 15, 2021
 FAC Filed: , 2022
 Trial Date: None Set

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Attorneys for Defendant
PRO UNLIMITED, INC.

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The above-referenced class action ("Action") having come before the Court on
3 [REDACTED], 2022, in Department 58 before the Honorable John P. Doyle, presiding for a hearing
4 and Order Granting Final Approval of Class Action and PAGA Settlement and Judgment ("Final
5 Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval
6 Order"), filed and entered on [REDACTED], 2022, and as set forth in the Joint Stipulation of
7 Settlement and Release Between Plaintiffs and Defendant ("Stipulation of Settlement") in the
8 Action, and due and adequate notice having been given to all Class Members as required in the
9 Preliminary Approval Order, and the Court having considered all papers filed and proceedings
10 had herein and otherwise being fully informed and good cause appearing therefore,
11 it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

12 1. All terms used herein shall have the same meaning as defined in the Stipulation of
13 Settlement.

14 2. Consistent with the definitions provided in the Stipulation of Settlement, the term
15 "Settlement Class" and "Class Members" shall mean the following: Defendant's staff members
16 and payrolled workers subject to Defendant's expense reimbursement policies, including
17 Defendant's payrolled workers at AirBnB, Inc., in California between March 16, 2020 and
18 [REDACTED] [Preliminary Approval Date] (the "Settlement Class" or the "Class Members")
19 The Settlement Class, however, shall not include any person who previously settled or released
20 the claims covered by this Settlement, any person who previously was paid or received awards
21 through civil or administrative actions for the claims covered by this Settlement, or any person
22 who submitted a timely and valid Request for Exclusion as provided in this Settlement. The
23 "Class Period" shall be March 16, 2020, through [REDACTED] [Preliminary Approval
24 Date]. For purposes of the Settlement and this Final Order, "Released Parties" as referenced
25 herein and as released in the Settlement shall collectively mean: (i) PRO Unlimited, Inc.
26 ("Defendant"); (ii) each of Defendant's past, present, and future direct and indirect parents; (iii)
27 the respective past, present, and future direct and indirect subsidiaries and affiliates of any of the
28 foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees,
attorneys, insurers, members, clients, partners, managers, contractors, agents, consultants,

1 representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors
2 and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable
3 with any of the foregoing. The term "Action" shall mean this class action.

4 3. This Court has jurisdiction over the subject matter of this Action and over all
5 Parties to this Action, including all Class Members.

6 4. Distribution of the Notice of Pendency of Class Action and Proposed Settlement
7 directed to the Class Members as set forth in the Stipulation of Settlement and the other matters
8 set forth therein has been completed in conformity with the Preliminary Approval Order,
9 including notice to all Class Members who could be identified through reasonable effort, is the
10 best notice practicable under the circumstances. The Notice of Pendency of Class Action and
11 Proposed Settlement provided due and adequate notice of the proceedings and of the matters set
12 forth therein, including the proposed Settlement set forth in the Stipulation of Settlement, to all
13 persons entitled to such Notice, and the Notice fully satisfied the requirements of due process.
14 All Class Members and all Released Claims are covered by and included within the Settlement
and this Final Order.

15 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
16 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
17 finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the
18 standards and applicable requirements for final approval of this class action settlement under
19 California law, including the provisions of California Code of Civil Procedure section 382 and
20 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
21 *Superior Court* (1971) 4 Cal.3d 800, 821.

22 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
23 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the
24 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement
25 has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
26 Court further finds that the Parties have conducted extensive investigation and research, and
27 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
28 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay

1 and risks that would be presented by the further prosecution of the Action. The Court has
2 reviewed the benefits that are being granted as part of the Settlement and recognizes the
3 significant value to the Class Members. The Court also finds that the Class is properly certified
4 as a class for settlement purposes only.

5 7. As of the date of entry of this Final Order, each and every Released Claim (as
6 defined in the Stipulation of Settlement and set forth below) of each and every Class Member is
7 and shall be deemed to be conclusively released as against the Released Parties. As of the date
8 of this Final Order, the Class Representatives and each and every Class Member who has not
9 submitted a valid Request for Exclusion is hereby released and forever barred and enjoined from
10 prosecuting the Released Claims, except as to such rights or claims as may be created by the
11 Settlement, against Defendant and the Released Parties from any and all claims under state,
12 federal and local law ultimately alleged in the Action, and that reasonably could have been alleged
13 in the Action, based on the factual allegations contained in the operative complaint in the Action
14 and any amendments thereto, as to the Class Members, including but not limited to claims for
15 violation of California Labor Code section 2802, class and representative claims, and all claims
16 for or related to unreimbursed business expenses, penalties of any nature (including but not
17 limited to PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged
18 in the Action, from March 16, 2020 through the date the Court finally approves the Settlement
19 (collectively "Released Claims"). As of the date of this Final Order, the Class Representatives
20 and the Settlement Class, and each member of the Class who has not submitted a valid Request
21 for Exclusion, is forever barred, and enjoined from instituting or accepting damages or obtaining
22 relief against the Released Parties for any period from March 16, 2020 up to and including the
23 date of final approval of the Settlement, relating to the Released Claims.

24 8. Neither the Settlement nor any of the terms set forth in the Stipulation of
25 Settlement is an admission by Defendant, or any of the other Released Parties, nor is this Final
26 Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant,
27 or any of the other Released Parties. Neither this Final Order, the Stipulation of Settlement, nor
28 any document referred to herein, nor any action taken to carry out the Stipulation of Settlement

1 is, may be construed as, or may be used as, an admission by or against Defendant, or any of the
2 other Released Parties, of any fault, wrongdoing, or liability whatsoever. The entering into or
3 carrying out of the Stipulation of Settlement, and any negotiations or proceedings related thereto,
4 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
5 with regard to the denials or defenses by Defendant, or any of the other Released Parties, and
6 shall not be offered in evidence in any action or proceeding in any court, administrative agency
7 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final
8 Order, the Stipulation of Settlement, the Released Claims, or any related agreement or release.
9 Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit
10 in any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
11 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
12 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
the Released Claims.

13 9. The Court hereby enters judgment in the entire Action as of the filing date of this
14 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting
15 the finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over
16 the interpretation, implementation and enforcement of the Settlement and all orders entered in
17 connection therewith pursuant to California Code of Civil Procedure section 664.6.

18 10. The Court finds the settlement payments provided for under the Settlement to be
19 fair and reasonable in light of all of the circumstances. The Court orders the calculations and the
20 payments to be made and administered in accordance with the terms of the Settlement.

21 11. The Court hereby confirms Craig Ackerman of Ackerman & Tilajef, P.C. and
22 India Lin Bodien as Class Counsel in the Action.

23 12. The Court further finds that the common fund doctrine is applicable to this Action
24 because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be
25 accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the
26 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
27 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35.
28 The Court finds the attorneys' fees request of thirty-three percent (33%) of the common fund to

1 be appropriate compensation for Class Counsel. The attorneys' fees request is within the range
2 that has been approved by other Courts in similar cases and reasonable in light of the
3 circumstances of this case, the substantial and beneficial results obtained on behalf of the Class,
4 and the contingent nature of the recovery over the course of this Action, which included potential
5 loss at summary judgment, certification, and/or trial proceedings. Pursuant to the terms of the
6 Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court
7 hereby awards Class Counsel attorneys' fees in the amount of \$150,000.00 and attorneys' costs
8 in the amount of \$25,000.00, from the Maximum Settlement Amount as final payment for and
9 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
10 Counsel and any other person or entity related to the Action. The Court further orders that the
11 award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to
12 the terms of the Stipulation of Settlement, and made payable to and deposited into the bank
13 account of "Ackerman & Tilajef, P.C." as Class Counsel in the Action. The allocation of
14 attorneys' fees and costs between Class Counsel is subject to a separate and independent
15 agreement between Class Counsel.

16 13. The Court also hereby approves and orders an Enhancement Award to Plaintiffs
17 and Class Representatives Jenee Jernigan and Teri A. Garza-Haban in the amount of \$10,000.00
18 for each Class Representative from the Maximum Settlement Amount.

19 14. The Court also hereby approves and orders payment in the amount of \$15,000.00
20 from the Maximum Settlement Amount for PAGA penalties, payable to the California Labor and
21 Workforce Development Agency.

22 15. The Court also hereby approves and orders payment from the Maximum
23 Settlement Amount for actual settlement administration expenses incurred by the Settlement
24 Administrator, CPT Group, in the amount of \$26,000.

25 16. The Court also hereby approves and orders that any residue from uncashed
26 settlement award checks after the expiration date will be paid out to Koinonia Family Services, a
27 non-profit 501(c)(3) organization with child advocacy programs within the State of California,
28 as the *cy pres* recipient pursuant to Code of Civil Procedure section 384(b); any residue received

1 by Koinonia Family Services shall be used solely for child advocacy programs within the State
2 of California pursuant to Code of Civil Procedure section 384(b).

3 17. The Court also hereby finds and orders that the Stipulation of Settlement is and
4 constitutes a fair, adequate, and reasonable compromise of the Released Claims against
5 Defendant and the Released Parties.

6 18. Provided the Settlement becomes effective under the terms of the Stipulation of
7 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
8 Settlement Awards, attorneys' fees and costs, and Enhancement Awards is as set forth in the
9 Implementation Schedule within the Preliminary Approval Order.

10 19. The Court also hereby finds that there were no objections to the Settlement raised
11 by any person on the record at the hearing on the Final Order.

12 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

13 Dated: _____

14 _____
JUDGE OF THE SUPERIOR COURT