

1 DANIEL FRANKLIN GAINES (SBN 251488)

daniel@gaineslawfirm.com

2 GAINES & GAINES, APLC

3 4550 E. Thousand Oaks Blvd.

Ste 100

4 Westlake Village, CA 91362

Telephone: (818) 703-8985

5 Facsimile: (818) 703-8984

6 ALEX PAUL KATOFISKY (SBN 202754)

alex@gaineslawfirm.com

7 GAINES & GAINES, APLC

8 4550 E Thousand Oaks Blvd

Ste 100

9 Westlake Village, CA 91362-3824

Telephone: (818) 703-8985

10 Facsimile: (818) 703-8984

11 Attorneys for Plaintiff(s),

12 JENICA COLE and SHAUNA ADAMS, and all others similarly situated

(Additional attorneys for parties on following page)

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF YOLO**

15 **(UNLIMITED JURISDICTION)**

16
17 JENICA COLE, SHAUNA ADAMS,
18 KASSANDRA MENDIVIL, RICHARD
19 BAUTISTA, MICHAEL NEVAREZ, JOE
20 NUNEZ, and HUNTER MEELEE, on behalf of
21 themselves and all others similarly situated, and
22 as “aggrieved employees” on behalf of other
23 “aggrieved employees” under the Labor Code
24 Private Attorneys General Act of 2004,

25 *Plaintiff(s),*

26 vs.

27 STRATEGIC GREEN PARTNERS LLC
28 DOING BUSINESS AS AUTHENTIC 760, a
California limited liability company; IGS
SOLUTIONS LLC, a California limited liability
company; SHRYNE GROUP, INC., a California

Case No. CV2021-0426

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: March 12, 2021

Dept: 6, The Honorable Samuel T.
McAdam

1 corporation; STIIIZY, LLC, a California limited
2 liability company; IRONWORKS
3 COLLECTIVE INC., DOING BUSINESS AS
4 BLAZE, a California corporation; and DOES 1–
5 50, inclusive,

Defendant(s).

ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

JOSEPH TOJARIEH (SBN 265492)
jft@stonebrooklaw.com
STONEBROOK LAW
10250 Constellation Boulevard, Suite 100
Los Angeles, CA 90067
Telephone: (310) 553-5533 ext. 101
Facsimile: (310) 553-5536
Attorneys for Plaintiff(s),
JENICA COLE and SHAUNA ADAMS, and all others similarly situated

DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
MAYA CHEAITANI (SBN 335777)
maya@spivaklaw.com
THE SPIVAK LAW FIRM
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
Telephone: (213) 725-9094
Facsimile: (213) 634-2485

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
4276 Katella Ave
Suite 301
Los Alamitos, CA 90720
Telephone: (562) 256-1047
Facsimile: (562) 256-1006
Attorneys for Plaintiff(s),
KASSANDRA MENDIVIL, and all others similarly situated

CHANTAL RENEE MCCOY PAYTON (SBN 293215)
CPayton@PaytonEmploymentLaw.com
PAYTON EMPLOYMENT LAW PC
3807 W. Sierra Highway
Ste 206
Acton, CA 93510
Telephone: (661) 434-1144
Facsimile: (661) 434-1144

1 LAUREL N. HOLMES (SBN 308515)
lholmes@paytonemploymentlaw.com

2 PAYTON EMPLOYMENT LAW PC
3 11500 W. Olympic Boulevard
Suite 400

4 Los Angeles, CA 90064
Telephone: (661) 434-1144
5 Facsimile: (661) 434-1144

6 Attorneys for Plaintiff(s),
7 RICHARD BAUTISTA, and all others similarly situated

8 MATTHEW L. MANN (SBN 276220)
mmann@mannrogal.com

9 JUSTIN R. ROGAL (SBN 273352)
jrogal@mannrogal.com

10 MANN ROGAL PC
11 3055 Wilshire Boulevard, Suite 630
Los Angeles, California 90010
12 Telephone: (310) 620-2314
Facsimile: (310) 620-2314

13 Attorneys for Plaintiff(s),
14 RICHARD BAUTISTA, and all others similarly situated

15
16 HAROUT A. MESSRELIAN (SBN 272020)
hm@messrelianlaw.com

17 MESSRELIAN LAW INC.
18 500 N Central Ave
Ste 840
19 Glendale, CA 91203
Telephone: (818) 484-6531
20 Facsimile: (818) 956-1983

21 Attorneys for Plaintiff(s),
22 MICHAEL NEVAREZ, and all others similarly situated

23 MARCUS JOSEPH BRADLEY (SBN 174156)
mbradley@bradleygrombacher.com

24 BRADLEY/GROMBACHER LLP
25 31365 Oak Crest Dr
Ste 240
26 Westlake Village, CA 91361-5600
Telephone: (805) 270-7100
27 Facsimile: (805) 270-7589

1 SAHAG MAJARIAN, II (SBN 146621)
sahagii@aol.com
2 MAJARIAN LAW GROUP
18250 Ventura Bl.
3 Tarzana, CA 91356
4 Telephone: (818) 609-0807
Facsimile: (818) 609-0892
5
6 Attorneys for Plaintiff(s),
JOE NUNEZ, and all others similarly situated
7
8 FRANK H. KIM (SBN 264609)
fkim@kim-legal.com
9 KIM LEGAL, APC
3435 Wilshire Blvd
10 Ste 2700
Los Angeles, CA 90010-2013
11 Telephone: (323) 482-3300
12 Facsimile: (866) 652-7819
13 HELEN KIM (SBN 260195)
helen@helenkimlaw.com
14 HELEN KIM LAW, APC
3435 Wilshire Blvd.
15 Suite 2700
Los Angeles, CA 90010
16 Telephone: (323) 487-9151
17 Facsimile: (866) 652-7819
18 Attorneys for Plaintiff(s),
19 HUNTER MEELEE, and all others similarly situated
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTORNEYS FOR DEFENDANT(S)

TODD B. SCHERWIN (SBN 239848)
tscherwin@fisherphillips.com
CHRISTOPHER D. CHAPLIN (SBN 272337)
cchaplin@fisherphillips.com
ARIELLA M. KUPETZ (SBN 332736)
akupetz@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street
Suite 150
Los Angeles CA 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

Attorneys for Defendant(s),
STRATEGIC GREEN PARTNERS LLC DOING BUSINESS AS AUTHENTIC 760, IGS
SOLUTIONS LLC, SHRYNE GROUP, INC., STIIZY, LLC, and IRONWORKS
COLLECTIVE INC., DOING BUSINESS AS BLAZE

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Jenica Cole, Shauna Adams, Kassandra Mendivil, Richard Bautista, Michael
3 Nevarez, Joe Nunez, and Hunter Meelee (jointly “Plaintiffs”) and defendants Strategic Green
4 Partners LLC doing business as Authentic 760, IGS Solutions LLC, Shryne Group, Inc., STIIIZY,
5 LLC, and Ironworks Collective Inc., doing business as Blaze (collectively “Defendants”). The
6 Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

7 **1. DEFINITIONS.**

8 1.1. “Actions” includes the Plaintiffs’ lawsuit alleging wage and hour violations
9 against Strategic Green Partners LLC doing business as Authentic 760, IGS Solutions LLC,
10 Shryne Group, Inc., STIIIZY, LLC, and Ironworks Collective Inc., doing business as Blaze
11 captioned “Jenica Cole, Shauna Adams, Kassandra Mendivil, Richard Bautista, Michael Nevarez,
12 Joe Nunez, and Hunter Meelee, on behalf of themselves, and all others similarly situated, and as
13 an ‘aggrieved employee’ on behalf of other ‘aggrieved employees’ under the Labor Code Private
14 Attorneys General Act of 2004, *Plaintiff(s)*, vs. defendants Strategic Green Partners LLC doing
15 business as Authentic 760, IGS Solutions LLC, Shryne Group, Inc., STIIIZY, LLC, and
16 Ironworks Collective Inc., doing business as Blaze; and DOES 1 through 50, inclusive,
17 *Defendant(s)*,” Case No. CV2021-0426 initiated on March 12, 2021 and pending in Superior
18 Court of the State of California, County of Yolo. “Actions” also includes the following actions:
19 (A) *Kassandra Mendivil v. Strategic Green Partners LLC doing business as Authentic 760*, Los
20 Angeles County Superior Court No. 20STCV45949, filed on December 1, 2020 (the “Mendivil
21 action”); (B) *Richard Bautista v. IGS Solutions, LLC*, LWDA-CM-860749-22, submitted to the
22 LWDA on January 3, 2022 (the “Bautista claim”); (C) *Hunter Meelee v. IGS Solutions, LLC*, Los
23 Angeles County Superior Court No. 21STCV03751, filed on January 28, 2021 (the “Meelee
24 action”); (D) *Michael Nevarez v. IGS Solutions, LLC*, Los Angeles County Superior Court No.
25 21STCV04672, filed on February 5, 2021 (the “Nevarez action”); and (E) *Joe Nunez v. IGS*
26 *Solutions, LLC*, Riverside County Superior Court No. CVRI2200303, filed on January 21, 2022
27 (the “Nunez action”).

28 1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed
to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be

1 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
2 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
3 with Preliminary Approval of the Settlement.

4 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
5 classified as a hourly, nonexempt who worked for Defendants during the PAGA Period.

6 1.5. “Class” means all persons employed by Defendants in California and classified as
7 hourly, nonexempt who worked for Defendants during the Class Period.

8 1.6. “Class Counsel” means David G. Spivak of The Spivak Law Firm, Walter L.
9 Haines of United Employees Law Group, Chantal Renee McCoy Payton and Laurel N. Holmes
10 of Payton Employment Law PC, Matthew Mann and Justin Rogal of Mann Rogal, PC, Daniel
11 Franklin Gaines and Alex Paul Katofsky of Gaines & Gaines, APLC, Joseph Tojarieh of
12 Stonebrook Law, Harout A. Messrelian of Messrelian Law Inc., Marcus Joseph Bradley of
13 Bradley/Grombacher LLP, Sahag Majariian, II of Majarian Law Group, Frank H. Kim of Kim
14 Legal, APC, and Helen Kim of Helen Kim Law, APC.

15 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
16 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
17 expenses, respectively, incurred to prosecute the Actions.

18 1.8. “Class Data” means Class Member identifying information in Defendants’
19 possession including the Class Member’s name, last-known mailing address, Social Security
20 number, and number of Class Period Work Weeks and PAGA Pay Periods.

21 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as
22 either a Participating Class Member or Non-Participating Class Member (including a Non-
23 Participating Class Member who qualifies as an Aggrieved Employee).

24 1.10. “Class Member Address Search” means the Administrator’s investigation and
25 search for current Class Member mailing addresses using all reasonably available sources,
26 methods and means including, but not limited to, the National Change of Address database, skip
27 traces, and direct contact by the Administrator with Class Members.

28 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
Class Members in English with a Spanish translation in the form, without material variation,
attached as Exhibit A and incorporated by reference into this Agreement.

1 1.12. “Class Period” means the period from January 28, 2017 to the date of the Court’s
2 order preliminarily approving this Settlement or Defendants’ election to provide a date certain
3 when the 15% benchmark increase in Class Member Work Weeks is reached pursuant to the
4 Escalator Clause in Part 9 of the Settlement.

5 1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in
6 this Action seeking Court approval to serve as the Class Representatives.

7 1.14. “Class Representative Service Payments” means the payments to the Class
8 Representatives for initiating the Actions and providing services in support of the Actions.

9 1.15. “Court” means the Superior Court of California, County of Yolo.

10 1.16. “Defendants” means named Defendants Strategic Green Partners LLC doing
11 business as Authentic 760, IGS Solutions LLC, Shryne Group, Inc., STIIIZY, LLC, and
12 Ironworks Collective Inc., doing business as Blaze.

13 1.17. “Defense Counsel” means Todd B. Scherwin, Christopher D. Chaplin, and Ariella
14 M. Kupetz of Fisher & Phillips LLP.

15 1.18. “Effective Date” means the date by when both of the following have occurred: (a)
16 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
17 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
18 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
19 one or more Participating Class Members objects to the Settlement, the day after the deadline for
20 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
21 day after the appellate court affirms the Judgment and issues a remittitur.

22 1.19. “Final Approval” means the Court’s order granting final approval of the
23 Settlement.

24 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
25 Approval of the Settlement.

26 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final
27 Approval of the Settlement.

28 1.22. “Gross Settlement Amount” means \$4,280,000.00 which is the total amount
Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross
Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
the LWDA PAGA payment, Class Counsel Fees, Class Counsel Expenses, Class Representative

1 Service Payments and the Administrator's Expenses. Defendants will pay the Gross Settlement
2 Amount in four (4) installment payments, outlined further below.

3 1.23. "Individual Class Payment" means the Participating Class Member's pro rata
4 share of the Net Settlement Amount calculated according to the number of Work Weeks worked
5 during the Class Period. The plural "Individual Class Payments" shall refer to the collective
6 payments to the Participating Class Members.

7 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
8 25% of the PAGA Penalties calculated according to the number of Work Weeks worked during
9 the PAGA Period. The plural "Individual PAGA Payments" shall refer to the collective payments
10 to the Aggrieved Employees.

11 1.25. "Judgment" means the judgment entered by the Court based upon the Final
12 Approval.

13 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
14 agency entitled, under Labor Code section 2699, subd. (i).

15 1.27. "LWDA PAGA payment" means the 75% of the PAGA Penalties paid to the
16 LWDA under Labor Code section 2699, subd. (i).

17 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
18 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
19 payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
20 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
21 paid to Participating Class Members as Individual Class Payments.

22 1.29. "Non-Participating Class Member" means any Class Member who opts out of the
23 class portion of the Settlement by sending the Administrator a valid and timely Request for
24 Exclusion.

25 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
26 worked for Defendants for at least one day during the PAGA Period.

27 1.31. "PAGA Period" means the period from September 21, 2019 to the date of the
28 Court's order preliminarily approving this Settlement or Defendants' election to provide a date
certain when the 15% benchmark increase in Class Member Work Weeks is reached pursuant to
the Escalator Clause in Part 9 of the Settlement.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. “PAGA Notice” means Plaintiff Kassandra Mendivil’s September 21, 2020 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$107,000.00) to the Aggrieved Employees to be paid on a pro-rated basis as Individual PAGA Payments and the remaining 75% (\$321,000.00) to the LWDA as the LWDA PAGA Payment in settlement of the PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiffs” means Jenica Cole, Shauna Adams, Kassandra Mendivil, Richard Bautista, Michael Nevarez, Joe Nunez, and Hunter Meelee, the named plaintiffs in this Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means any and all claims under state, federal, or local law, whether statutory or common law, arising out of the claims expressly pleaded in the Actions and all other claims, such as those under California Labor Code sections 201, 201.5, 202, 203, 204, 221, 226, 226.7, 227.3, 233, 246, 246.5, 248, 248.2, 351, 353, 432, 510, 512, 551, 552, 1174, 1182.11, 1182.12, 1194, 1197, 1198, 1198.5, 2350, 2800, 2802, 2804, 2810.5, 6300, 6400, 6401, 6402, and 6403, the Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts pleaded in the Actions for: failure to pay employees all earned wages, failure to pay overtime, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify and/or reimburse for business expenses, failure to issue proper wage statements, failure to maintain accurate employment and/or payroll records, failure to provide payroll records, failure to provide access to personnel files, failure to timely pay wages, failure to pay gratuities, unlawful tip collection, failure to pay vacation pay, failure to provide sick leave and sick pay including COVID-19 sick leave and sick pay, failure to provide sick leave without precondition, failure to provide seating, failure to provide a place of employment that was safe and healthful, wrongful termination for failure to obtain business use vehicle insurance, retaliation for whistleblower complaints under California Labor Code section 1102.5 for failure to obtain business use vehicle insurance, failure to provide one day’s rest in seven days, and unfair

1 competition under Business & Professions Code sections 17200, *et seq.* The release is limited to
2 periods of time during which Class Members were employed by one or more of the Defendants
3 in an hourly, non-exempt position in California during the Class Period.

4 1.40. “Released PAGA Claims” means any and all PAGA claims expressly pleaded in
5 the Actions, such as those under California Labor Code sections 201, 201.5, 202, 203, 204, 221,
6 226, 226.7, 227.3, 232, 233, 246, 246.5, 248, 248.2, 351, 353, 432, 510, 512, 551, 552, 1174,
7 1182.11, 1182.12, 1194, 1197, 1198, 1198.5, 2350, 2699, 2800, 2802, 2804, 2810.5, 6300, 6400,
8 6401, 6402, and 6403, unfair competition under Business & Professions Code sections 17200, *et*
9 *seq.*, the Wage Orders, regulations, and/or other provisions of law, that could have been pleaded
10 based on the facts pleaded in the Actions for: failure to pay employees all earned wages, failure
11 to pay overtime, failure to provide meal periods, failure to authorize and permit rest periods,
12 failure to indemnify and/or reimburse for business expenses, failure to issue proper wage
13 statements, failure to maintain accurate employment and/or payroll records, failure to provide
14 payroll records, failure to provide access to personnel files, failure to timely pay wages, failure to
15 pay gratuities, unlawful tip collection, failure to pay vacation pay, retaliating against or otherwise
16 discriminating against an employee who disclosed the amount of his or her wages, failure to
17 provide sick leave and sick pay including COVID-19 sick leave and sick pay, failure to provide
18 sick leave without precondition, failure to provide seating, failure to provide a place of
19 employment that was safe and healthful, wrongful termination for failure to obtain business use
20 vehicle insurance, retaliation for whistleblower complaints under California Labor Code section
21 1102.5 for failure to obtain business use vehicle insurance, and failure to provide one day’s rest
22 in seven days. The release is limited to periods of time during which Aggrieved Employees were
23 employed by one or more of the Defendants in an hourly, non-exempt position in California
24 during the PAGA Period.

25 1.41. “Released Parties” means: Defendants and any of their present and former parent
26 companies, subsidiaries, divisions, concepts, related or affiliated companies and their
27 shareholders, officers, directors, employees (including but not limited to Tony Huang and Sagi
28 Shamam), agents, attorneys, insurers, successors and assigns, and any individual or entity that
could be liable for any of the Released Class Claims, Released PAGA Claims, and Defendants’
counsel of record in the Actions.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request

1 to be excluded from the Class Settlement signed by the Class Member.

2 1.43. “Response Deadline” means 60 days after the Administrator mails Notice to Class
3 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)
4 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or
5 her Objection to the Settlement. Class Members to whom Notice Packets are resent after having
6 been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond
the Response Deadline has expired.

7 1.44. “Settlement” means the disposition of the Actions effected by this Agreement and
8 the Judgment.

9 1.45. “Work Week” means any week during which a Class Member worked for
10 Defendants for at least one day, during the Class Period.

11 **2. RECITALS.**

12 2.1. On March 12, 2021, Plaintiffs Jenica Cole and Shauna Adams commenced this
13 Action by filing a Complaint alleging private attorney general causes of action against Defendants
14 for failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal
15 periods, failure to authorize and permit rest periods, failure to indemnify for business expenses,
16 failure to issue proper wage statements, failure to timely pay wages, failure to maintain required
17 payroll records, and related claims. In or about August 2023, Plaintiffs Jenica Cole and Shauna
18 Adams filed a First Amended Complaint adding the other Plaintiffs and Defendants as parties and
19 alleging causes of action against Defendants for failure to pay wages, unauthorized and unlawful
20 wage deductions, failure to provide meal periods, failure to authorize and permit rest periods,
21 failure to indemnify for business expenses, failure to issue proper wage statements, failure to
22 timely pay wages, failure to maintain required payroll records, failure to pay overtime, failure to
23 provide personnel files and payroll records, failure to pay gratuities, unlawful tip collection,
24 failure to pay vacation pay, retaliating against or otherwise discriminating against an employee
25 who disclosed the amount of his or her wages, failure to provide sick leave and sick pay including
26 COVID-19 sick leave and sick pay, failure to provide sick leave without precondition, failure to
27 provide seating, failure to provide a place of employment that was safe and healthful, wrongful
28 termination for failure to obtain business use vehicle insurance, retaliation for whistleblower
complaints under California Labor Code section 1102.5 for failure to obtain business use vehicle

1 insurance, failure to provide one day's rest in seven days, unfair competition under Business &
2 Professions Code sections 17200, et seq., and civil penalties under PAGA, and related allegations.
3 The First Amended Complaint is the operative complaint in this Action (the "Operative
4 Complaint.") Defendants deny the allegations in the Operative Complaint, deny any failure to
5 comply with the laws identified in in the Operative Complaint, deny any and all liability for the
6 causes of action alleged, and deny that Plaintiffs have suffered any damages.

7 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written
8 notice to Defendants and the LWDA by sending the PAGA Notices.

9 2.3. On June 15, 2022, the Parties participated in an all-day mediation presided over
10 by Steve Pearl which led to this Agreement to settle the Actions.

11 2.4. Prior to mediation, Plaintiffs obtained, through formal and informal discovery,
12 the number of comparable employees, the number of workweeks, the number of pay periods,
13 average rates of pay, sample time records, sample payroll records, sample schedules, written
14 policies, financial records, and related information. Plaintiffs' investigation was sufficient to
15 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48
16 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-
17 130 ("*Dunk/Kullar*").

18 2.5. The Court has not granted class certification.

19 3. MONETARY TERMS.

20 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
21 Defendants promise to pay \$4,280,000.00 and no more as the Gross Settlement Amount and to
22 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
23 Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any
24 payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator
25 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
26 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
27 Gross Settlement Amount will revert to Defendant.

28 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
deduct the following payments from the Gross Settlement Amount, in the amounts specified by
the Court in the Final Approval:

1 3.2.1. To Plaintiffs: Class Representative Service Payments to each of the Class
2 Representatives of not more than \$20,000.00 (in addition to any Individual Class Payments and
3 any Individual PAGA Payments the Class Representatives are entitled to receive as a Participating
4 Class Members). Defendants will not oppose any Plaintiff's request for a Class Representative
5 Service Payment that does not exceed these amounts. As part of the motion for Class Counsel
6 Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any
7 and all Class Representative Service Payments no later than sixteen (16) court days prior to the
8 Final Approval Hearing. If the Court approves a Class Representative Service Payment less than
9 the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.
10 The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Each
11 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
12 Representative Service Payment.

13 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%,
14 which is currently estimated to be \$1,498,000.00 and a Class Counsel Litigation Expenses
15 Payment of not more than \$60,000.00. Defendants will not oppose requests for these payments
16 provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for
17 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
18 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
19 a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
20 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
21 to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class
22 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
23 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
24 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
25 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
26 Defendants and the Released Parties harmless, and indemnifies Defendants and the Released
27 Parties, from any dispute or controversy regarding any division or sharing of any of these
28 payments.

 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
\$80,000.00 except for a showing of good cause and as approved by the Court. To the extent the
Administration Expenses are less or the Court approves payment less than \$80,000.00, the

1 Administrator will retain the remainder in the Net Settlement Amount.

2 3.2.4. To Each Participating Class Member: An Individual Class Payment
3 calculated by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
4 by all Participating Class Members during the Class Period and (b) multiplying the result by each
5 Participating Class Member's Work Weeks.

6 3.2.4.1. Tax Allocation of Individual Class Payments. 20.00% of
7 each Participating Class Member's Individual Class Payment will be allocated to settlement of
8 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
9 reported on an IRS W-2 Form. The 80.00% of each Participating Class Member's Individual
10 Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
11 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
12 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
13 employee taxes owed on their Individual Class Payment.

14 3.2.4.2. Effect of Non-Participating Class Members on Calculation
15 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
16 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
17 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

18 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
19 amount of \$428,000.00 to be paid from the Gross Settlement Amount, with 75% (\$321,000.00)
20 allocated to the LWDA PAGA payment and 25% (\$107,000.00) allocated to the Individual PAGA
21 Payments.

22 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
23 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
24 \$107,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved
25 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
26 PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any
27 taxes owed on their Individual PAGA Payment.

28 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Class Work Weeks and Aggrieved Employee Pay Periods. Based on a review of
3 its records to date, Defendants estimate there are approximately 4,761 Class Members who
4 collectively worked a total of 158,000 Work Weeks, and 4,755 Aggrieved Employees who
5 worked a total of 81,126 PAGA Pay Periods.

6 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of
7 the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
8 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
9 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
10 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
11 employees who need access to the Class Data to effect and perform under this Agreement. The
12 Parties shall communicate these requirements to the Administrator and secure the Administrator's
13 agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
14 discover that the Class Data omitted class member identifying information and to provide
15 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
16 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
17 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
18 issues related to missing or omitted Class Data.

19 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
20 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
21 taxes by transmitting the funds to the Administrator as follows:

22 4.3.1. Within 90 calendar days of the Court's Final Approval order, Defendants
23 shall pay the first of four installment payments on the Gross Settlement Amount into the
24 Settlement Account. The first installment payment shall be in the amount of \$1,480,000.00.

25 4.3.2. Within 180 calendar days of the first installment payment, Defendants shall
26 pay the second installment payment in the amount of \$1,000,000.00 towards the Gross Settlement
27 Amount into the Settlement Account.

28 4.3.3. Within 180 calendar days of the second installment payment, Defendants
shall pay the third installment payment in the amount of \$1,000,000.00 towards the Gross
Settlement Amount into the Settlement Account.

4.3.4. Within 180 calendar days of the third installment payment, Defendants

1 shall pay the fourth and final installment payment in the amount of \$800,000.00 towards the Gross
2 Settlement Amount into the Settlement Account.

3 4.3.5. Within 30 calendar days of each installment payment, the Administrator
4 will make a pro rata distribution of the Individual Class Payments, Individual PAGA Payments,
5 LWDA PAGA payment, Class Representative Service Payments, the Class Counsel Fees
6 Payment, the Class Counsel Litigation Expenses Payment, and the Administrator's expenses.

7 4.3.6. Disbursements of the pro rata portions of the Class Counsel Fees Payment,
8 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments
9 shall not precede disbursement of pro rata portions of the Individual Class Payments and
10 Individual PAGA Payments.

11 4.3.7. The Administrator will issue checks for the Individual Class Payments
12 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
13 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
14 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
15 not cashed by the void date. The Administrator will send checks for Individual Settlement
16 Payments to all Participating Class Members (including those for whom Class Notice was
17 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
18 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
19 Employees (including those for whom Class Notice was returned undelivered). The Administrator
20 may send Participating Class Members a single check combining the Individual Class Payment
21 and the Individual PAGA Payment. Before mailing any checks, the Administrator must update
22 the recipients' mailing addresses using the National Change of Address Database.

23 4.3.8. The Administrator must conduct a Class Member Address Search for all
24 other Class Members whose checks are returned undelivered without USPS forwarding address.
25 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
26 forwarding address provided or to an address ascertained through the Class Member Address
27 Search. The Administrator need not take further steps to deliver checks to Class Members whose
28 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
replacement check to any Class Member whose original check was lost or misplaced, which is
requested by the Class Member prior to the void date.

4.3.9. For any Class Member whose Individual Class Payment check or

1 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
2 shall transmit the funds represented by such checks to the California Controller's Unclaimed
3 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
4 the requirements of California Code of Civil Procedure Section 384, subd. (b).

5 4.3.10. The payment of Individual Class Payments and Individual PAGA
6 Payments shall not obligate Defendants to confer any additional benefits or make any additional
7 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
8 this Agreement.

9 **5. [OMITTED]**

10 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
11 Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the
12 Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims
13 against all Released Parties as follows:

14 6.1 Plaintiffs' Releases. Each Plaintiff and his/her respective former and present
15 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
16 generally, release and discharge Released Parties from all claims, transactions, or occurrences
17 that occurred during the Class Period, including, but not limited to: (a) all claims that were, or
18 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint
19 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
20 contained in the Operative Complaint, Plaintiffs' PAGA Notices, or ascertained during the
21 Actions and released under 6.2, below ("Plaintiffs' Releases"). Plaintiffs' Releases do not extend
22 to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
23 unemployment benefits, disability benefits, social security benefits, workers' compensation
24 benefits that arose at any time, or based on occurrences outside the Class Period. Each Plaintiff
25 acknowledges that he/she may discover facts or law different from, or in addition to, the facts or
26 law that each Plaintiff now knows or believes to be true but agrees, nonetheless, that each
27 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
28 additional facts or his/her discovery of them.

6.1.1 Plaintiffs' Waivers of Rights Under California Civil Code Section 1542.
For purposes of each Plaintiff's Release, each Plaintiff expressly waives and relinquishes the

provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor releasing party does not know or suspect to exist in his or her favor 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 Released Party.

6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period and the facts stated in the Operative Complaint and ascertained in the course of the Actions including, failure to pay wages, unauthorized and unlawful wage deductions, failure to pay overtime, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify and/or reimburse for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain accurate required employment and payroll records, failure to provide payroll records, failure to provide access to personnel files, failure to pay gratuities, unlawful tip collection, failure to pay vacation pay, failure to provide sick leave and sick pay including COVID-19 sick leave and sick pay, failure to provide sick leave without precondition, failure to provide seating, failure to provide a place of employment that was safe and healthful, failure to provide one day's rest in seven days, wrongful termination for failure to obtain business use vehicle insurance, retaliation for whistleblower complaints under California Labor Code section 1102.5 for failure to obtain business use vehicle insurance, and unfair competition under Business & Professions Code sections 17200, et seq.. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination for reasons other than failure to obtain business use vehicle insurance and/or for retaliation for whistleblower complaints for failure to obtain business use vehicle insurance, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

1 6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:

2 All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on
3 behalf of themselves and their respective former and present representatives, agents, attorneys,
4 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
5 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
6 facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the
7 Actions including, failure to pay wages, unauthorized and unlawful wage deductions, failure to
8 provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
9 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to
maintain required payroll records, and related claims.

10 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
11 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with
12 the Court’s current checklist for Preliminary Approvals.

13 7.1 Defendants’ Declaration in Support of Preliminary Approval. Within fourteen
14 (14) days of the full execution of this Agreement, Defendants will prepare and deliver to Class
15 Counsel signed declarations from Defendants and Defense Counsel disclosing all facts relevant
16 to any actual or potential conflicts of interest with the Administrator.

17 7.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel
18 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
19 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
20 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
21 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
22 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
23 declaration from the Administrator attaching its “not to exceed” bid for administering the
24 Settlement and attesting to its willingness to serve; competency; operative procedures for
25 protecting the security of Class Data; amounts of insurance coverage for any data breach,
26 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
27 interest with Class Members; and the nature and extent of any financial relationship with
28 Plaintiffs, Class Counsel, or Defense Counsel; (v) a signed declaration from each Plaintiff
confirming willingness and competency to serve and disclosing all facts relevant to any actual or

1 potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed
2 declaration from each Class Counsel firm attesting to its competency to represent the Class
3 Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice
4 of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section
5 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version
6 of the parties' Agreement showing all modifications made to the Model Agreement ready for
7 filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with
8 Class Members and the Administrator. In their declarations, Plaintiffs and Class Counsel shall
9 identify any other pending matter or action asserting claims that will be extinguished or adversely
10 affected by the Settlement.

11 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
12 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
13 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
14 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
15 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
16 Approval to the Administrator.

17 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
18 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
19 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
20 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
21 Preliminary Approval or conditions Preliminary Approval on any material change to this
22 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
23 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
24 otherwise satisfy the Court's concerns.

25 7.5 Notices of Settlement and Request for Stay in the Individual Actions. Within
26 seven (7) days after the Parties file the Motion for Preliminary Approval in this action, all of the
27 following individual Plaintiffs: (a) Kassandra Mendivil, (b) Michael Nevarez, (c) Joe Nunez,
28 (d) Hunter Meelee, and (e) Richard Bautista, shall each file in their respective representative
action a notice of settlement and request to stay each action until the Court's Final Approval of
the Settlement. The Parties reserve their right to seek relief from any Court order staying those
actions.

1
2 **8. SETTLEMENT ADMINISTRATION.**

3 8.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to
4 serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees
5 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
6 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
7 represent that they have no interest or relationship, financial or otherwise, with the Administrator
other than a professional relationship arising out of prior experiences administering settlements.

8 8.2 Employer Identification Number. The Administrator shall have and use its own
9 Employer Identification Number for purposes of calculating payroll tax withholdings and
10 providing reports state and federal tax authorities.

11 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
12 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
Regulation section 468B-1.

13 8.4 Notice to Class Members.

14 8.4.1 No later than three (3) business days after receipt of the Class Data, the
15 Administrator shall notify Class Counsel that the list has been received and state the number of
16 Class Members, PAGA Members, Work Weeks, and Pay Periods in the Class Data.

17 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
18 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
19 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
20 with Spanish translation, if applicable, substantially in the form attached to this Agreement as
Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of
21 any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
22 and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these
23 amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses
using the National Change of Address database.

24 8.4.3 Not later than three (3) business days after the Administrator’s receipt of
25 any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
26 Notice using any forwarding address provided by the USPS. If the USPS does not provide a
27 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail

1 the Class Notice to the most current address obtained. The Administrator has no obligation to
2 make further attempts to locate or send Class Notice to Class Members whose Class Notice is
3 returned by the USPS a second time.

4 8.4.4 The deadlines for Class Members' written objections, Challenges to Work
5 Weeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days
6 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice
7 is re-mailed. The Administrator will inform the Class Member of the extended deadline with the
8 re-mailed Class Notice.

9 8.4.5 If the Administrator, any of the Defendants, or Class Counsel is contacted
10 by or otherwise discovers any persons who believe they should have been included in the Class
11 Data and should have received Class Notice, the Parties will expeditiously meet and confer in
12 person or by telephone, and in good faith. in an effort to agree on whether to include them as
13 Class Members. If the Parties agree, such persons will be Class Members entitled to the same
14 rights as other Class Members, and the Administrator will send, via email or overnight delivery,
15 a Class Notice requiring them to exercise options under this Agreement not later than 14 days
16 after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

15 8.5 Requests for Exclusion (Opt-Outs).

16 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
17 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
18 Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional
19 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
20 from a Class Member or his/her representative that reasonably communicates the Class Member's
21 election to be excluded from the Settlement and includes the Class Member's name, address and
22 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
23 emailed, or postmarked by the Response Deadline.

24 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
25 because it fails to contain all the information specified in the Class Notice. The Administrator
26 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
27 identity of the person as a Class Member and the Class Member's desire to be excluded. The
28 Administrator's determination shall be final and not appealable or otherwise susceptible to
challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,

1 the Administrator may demand additional proof of the Class Member's identity. The
2 Administrator's determination of authenticity shall be final and not appealable or otherwise
3 susceptible to challenge.

4 8.5.3 Every Class Member who does not submit a timely and valid Request for
5 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
6 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
7 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
8 Participating Class Member actually receives the Class Notice or objects to the Settlement.

9 8.5.4 Every Class Member who submits a valid and timely Request for
10 Exclusion shall be deemed a Non-Participating Class Member and shall not receive an Individual
11 Class Payment or have the right to object to the class action components of the Settlement.
12 Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
13 Participating Class Members who are Aggrieved Employees are deemed to release the claims
14 identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

15 8.6 Challenges to Calculation of Work Weeks. Each Class Member shall have 60
16 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
17 whose Class Notice is re-mailed) to challenge the number of Class Work Weeks and PAGA Pay
18 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
19 challenge the allocation by communicating with the Administrator via fax, email or mail. The
20 Administrator must encourage the challenging Class Member to submit supporting
21 documentation. In the absence of any contrary documentation, the Administrator is entitled to
22 presume that the Work Weeks contained in the Class Notice are correct so long as they are
23 consistent with the Class Data. The Administrator's determination of each Class Member's
24 allocation of Work Weeks and/or Pay Periods shall be final and not appealable or otherwise
25 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
26 calculation of Work Weeks and/or Pay Periods to Defense Counsel and Class Counsel and the
27 Administrator's determination the challenges.

28 8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action
components of the Settlement and/or this Agreement, including contesting the fairness of the
Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel

1 Litigation Expenses Payment, and/or Class Representative Service Payments.

2 8.7.2 Participating Class Members may send written objections to the
3 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
4 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
5 Hearing. A Participating Class Member who elects to send a written objection to the
6 Administrator must do so not later than 60 days after the Administrator's mailing of the Class
7 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8 8.7.3 Non-Participating Class Members have no right to object to any of the class
9 action components of the Settlement.

10 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
11 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

12 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
13 establish, maintain, and use an internet website to post information of interest to Class Members
14 including the date, time, and location for the Final Approval Hearing and copies of the Settlement
15 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the
16 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation
17 Expenses Payment and Class Representative Service Payments, the Final Approval, and the
18 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
19 telephone number to receive Class Member calls, faxes and emails.

20 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
21 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
22 than ten (10) days after the expiration of the deadline for submitting Requests for Exclusion, the
23 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
24 and other identifying information of Class Members who have timely submitted valid Requests
25 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
26 Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for
27 Exclusion from Settlement submitted (whether valid or invalid).

28 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
written reports to Class Counsel and Defense Counsel that, among other things, tally the number
of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion
(whether valid or invalid) received, objections received, challenges to Work Weeks and/or Pay

1 Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual
2 PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s
3 assessment of the validity of Requests for Exclusion and attach copies of all Requests for
4 Exclusion and objections received.

5 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
6 authority to address and make final decisions consistent with the terms of this Agreement on all
7 Class Member challenges over the calculation of Work Weeks and/or Pay Periods. The
8 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

9 8.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the
10 date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
11 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
12 for filing in Court attesting to its due diligence and compliance with all of its obligations under
13 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
14 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
15 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
16 number of written objections, and also attach the Exclusion List. The Administrator will
17 supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel
18 is responsible for filing the Administrator’s declaration(s) in Court.

19 8.8.6 Final Report by Administrator. Within ten (10) days after the
20 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
21 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
22 identification number only of all payments made under this Agreement. At least 15 days before
23 any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and
24 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
25 all payments required under this Agreement. Class Counsel is responsible for filing the
26 Administrator’s declaration in Court.

27 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on their records,
28 Defendants estimate that, as of the date of this Settlement Agreement, (1) there are approximately
4,761 Class Members and 158,000 total Work Weeks during the period of January 28, 2017
through June 7, 2022. These numbers would be expected to increase proportionately for the

1 passage of time through the Class Period end date. Before the Parties seek or a Party seeks Court
2 approval of the Settlement, the Administrator will advise Plaintiffs' counsel of Defendants' report
3 of the total number of Work Weeks during the Class Period. If the number of Class Member Work
4 Weeks as of the Class Period end date exceeds the referenced 158,000 weeks worked by more
5 than 15% (i.e. more than 181,700 weeks), the Gross Settlement Amount, including attorney fees,
6 will increase proportionally according to the number of additional Work Weeks in excess of the
7 15%. However, if the total number of Class Members Work Weeks as of the Class Period end
8 date exceeds the referenced 158,000 weeks worked by more than 15%, Defendants will have the
9 option, at Defendants' election, to cap the number of total Work Weeks and cut off the Class
10 Period as of the date when the 15% benchmark is reached, without any increase, proportional or
11 otherwise, to the Gross Settlement Amount or any attorneys' fees.

12 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
13 Exclusion identified in the Exclusion List exceeds 175 Class Members, Defendants may, but are
14 not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants
15 withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no
16 Party will have any further obligation to perform under this Agreement; provided, however,
17 Defendants will remain responsible for paying all Settlement Administration Expenses incurred
18 to that point. Defendants must notify Class Counsel and the Court in writing of their election to
19 withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to
20 Defense Counsel. Late elections will have no effect.

21 **11. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
22 calendared Final Approval Hearing, Plaintiffs will file in Court, a Motion for Final Approval of
23 the Settlement that includes a request for approval of the PAGA settlement under Labor Code
24 section 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment (collectively
25 "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense
26 Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel
27 and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good
28 faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection

1 raised by a Participating Class Member, including the right to file responsive documents in Court
2 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
3 accepted by the Court.

4 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
5 Approval on any material change to the Settlement (including, but not limited to, the scope of
6 release to be granted by Class Members), the Parties will expeditiously work together in good
7 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
8 Approval. The Court's decision to award less than the amounts requested for the Class
9 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material
11 modification to the Agreement within the meaning of this paragraph.

12 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
13 Judgment, the Court will retain jurisdiction over the Parties, this Action, and the Settlement solely
14 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
15 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

16 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
17 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
18 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
19 respective counsel, and all Participating Class Members who did not object to the Settlement as
20 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
21 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
22 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
23 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
24 Parties' obligations to perform under this Agreement will be suspended until such time as the
25 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
26 the amount of the Net Settlement Amount.

27 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
28 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
material modification of this Agreement (including, but not limited to, the scope of release to be
granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
expeditiously work together in good faith to address the appellate court's concerns and to obtain

1 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
2 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
3 the Court's award of the Class Representative Service Payments or any payments to Class
4 Counsel shall not constitute a material modification of the Judgment within the meaning of this
5 paragraph, as long as the Gross Settlement Amount remains unchanged.

6 **12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
7 Procedure section 384, the Parties will work together in good faith to jointly submit and a
8 proposed amended judgment.

9
10 **13. ADDITIONAL PROVISIONS.**

11 13.1 No Admission of Liability, Class Certification or Representative Manageability
12 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
13 claims. Nothing in this Agreement is intended or should be construed as an admission by
14 Defendants that any of the allegations in the Operative Complaint, the Actions, or any of
15 Plaintiff's respective PAGA notices to the LWDA have merit or that Defendants have any liability
16 for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that
17 Defendants' defenses in the Actions have merit. The Parties agree that class certification and
18 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
19 not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right
20 to contest certification of any class for any reasons, and Defendants reserve all available defenses
21 to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any
22 grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the
23 Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in
24 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and
25 this Agreement).

26 13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel,
27 Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary
28 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or
publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms
of the Agreement directly or indirectly, specifically or generally, to any person, corporation,

1 association, government agency, or other entity except: (1) to the Parties' attorneys, accountants,
2 or spouses, all of whom will be instructed to keep this Agreement confidential including the
3 confidentiality of the Gross Settlement Amount and the Net Settlement Amount; (2) counsel in
4 any other related matter against any of the Defendants whether in litigation or pre-litigation which
5 has the same or similar claims and solely for the purposes of determining the effect of this
6 Settlement in extinguishing or precluding such claims; (3) to the extent necessary to report income
7 to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response
8 to an inquiry or subpoena issued by a state or federal government agency.

9 Each Party agrees to immediately notify each and every other Party of any judicial
10 or agency order, inquiry, or subpoena seeking such information. Such notification shall be in
11 writing and made to each Party's respective counsel of record. Plaintiffs, Class Counsel,
12 Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any
13 conversation or other communication, before the filing of the Motion for Preliminary Approval,
14 with any third party regarding this Agreement or the matters giving rise to this Agreement except
15 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
16 restrict Class Counsel's communications with Class Members in accordance with Class Counsel's
17 ethical obligations owed to Class Members.

18 13.3 No Solicitation. The Parties separately agree that they and their respective
19 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
20 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
21 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
22 obligations owed to Class Members.

23 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
24 Agreement together with its attached exhibits shall constitute the entire agreement between the
25 Parties relating to the Settlement, superseding any and all oral representations, warranties,
26 covenants, or inducements made to or by any Party.

27 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
28 and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
to effectuate its terms, and to execute any other documents reasonably required to effectuate the
terms of this Agreement including any amendments to this Agreement.

1 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
3 the Settlement Agreement, submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
5 or content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
assistance of a mediator and/or the Court for resolution.

7 13.7 No Prior Assignments. The Parties separately represent and warrant that they
8 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
9 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
10 action, or right released and discharged by the Party in this Settlement.

11 13.8 No Tax Advice. Neither any Plaintiff, Class Counsel, Defendants, nor Defense
12 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
13 Settlement be relied upon as such within the meaning of United States Treasury Department
Circular 230 (31 CFR Part 10, as amended) or otherwise.

14 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed by all Parties or their
16 representatives, and approved by the Court.

17 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
18 inure to the benefit of, the successors of each of the Parties.

19 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
20 be governed by and interpreted according to the internal laws of the state of California, without
regard to conflict of law principles.

21 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
22 preparation of this Agreement. This Agreement will not be construed against any Party on the
basis that the Party was the drafter or participated in the drafting.

23 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
24 entered during Actions and in this Agreement relating to the confidentiality of information shall
25 survive the execution of this Agreement.

26 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
27 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
28

1 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
2 connection with the Settlement, may be used only with respect to this Settlement, and no other
3 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
4 or rule of court. Not later than ninety (90) days after the date when the Court discharges the
5 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
6 funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from
7 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants
8 make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

9 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
10 is inserted for convenience of reference only and does not constitute a part of this Agreement.

11 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
12 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
13 weekend or federal legal holiday, such date or deadline shall be on the first business day
14 thereafter.

15 13.17 Notice. All notices, demands or other communications between the Parties in
16 connection with this Agreement will be in writing and deemed to have been duly given as of the
17 third business day after mailing by United States mail, or the day sent by email or messenger,
18 addressed as follows:

19 To Plaintiffs:
20 ALEX PAUL KATOFISKY
21 alex@gaineslawfirm.com
22 GAINES & GAINES, APLC
23 4550 E Thousand Oaks Blvd
24 Ste 100
25 Westlake Village, CA 91362-3824
26 Telephone: (818) 703-8985
27 Facsimile: (818) 703-8984

28 DANIEL FRANKLIN GAINES
daniel@gaineslawfirm.com
GAINES & GAINES, APLC
4550 E. Thousand Oaks Blvd.
Ste 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

1 DAVID G. SPIVAK
2 david@spivaklaw.com
3 THE SPIVAK LAW FIRM
4 8605 Santa Monica Bl
5 PMB 42554
6 West Hollywood, CA 90069
7 Telephone: (213) 725-9094
8 Facsimile: (213) 634-2485

6 WALTER L. HAINES
7 walter@uelglaw.com
8 UNITED EMPLOYEES LAW GROUP
9 4276 Katella Ave
10 Suite 301
11 Los Alamitos, CA 90720
12 Telephone: (562) 256-1047
13 Facsimile: (562) 256-1006

11 CHANTAL RENEE MCCOY PAYTON
12 CPayton@PaytonEmploymentLaw.com
13 PAYTON EMPLOYMENT LAW PC
14 3807 W. Sierra Highway
15 Ste 206
16 Acton, CA 93510
17 Telephone: (661) 434-1144
18 Facsimile: (661) 434-1144

16 LAUREL N. HOLMES
17 lholmes@paytonemploymentlaw.com
18 PAYTON EMPLOYMENT LAW PC
19 11500 W. Olympic Boulevard
20 Suite 400
21 Los Angeles, CA 90064
22 Telephone: (661) 434-1144
23 Facsimile: (661) 434-1144

21 HAROUT A. MESSRELIAN
22 hm@messrelianlaw.com
23 MESSRELIAN LAW INC.
24 500 N Central Ave
25 Ste 840
26 Glendale, CA 91203
27 Telephone: (818) 484-6531
28 Facsimile: (818) 956-1983

1 MARCUS JOSEPH BRADLEY
2 mbradley@bradleygrombacher.com
3 BRADLEY/GROMBACHER LLP
4 31365 Oak Crest Dr
5 Ste 240
6 Westlake Village, CA 91361-5600
7 Telephone: (805) 270-7100
8 Facsimile: (805) 270-7589

9 SAHAG MAJARIAN, II
10 sahagii@aol.com
11 MAJARIAN LAW GROUP
12 18250 Ventura Bl.
13 Tarzana, CA 91356
14 Telephone: (818) 609-0807
15 Facsimile: (818) 609-0892

16 FRANK H. KIM
17 fkim@kim-legal.com
18 KIM LEGAL, APC
19 3435 Wilshire Blvd
20 Ste 2700
21 Los Angeles, CA 90010-2013
22 Telephone: (323) 482-3300
23 Facsimile: (866) 652-7819

24 HELEN KIM
25 helen@helenkimlaw.com
26 HELEN KIM LAW, APC
27 3435 Wilshire Blvd.
28 Suite 2700
29 Los Angeles, CA 90010
30 Telephone: (323) 487-9151
31 Facsimile: (866) 652-7819

32 To Defendants:
33 TODD B. SCHERWIN
34 CHRISTOPHER D. CHAPLIN
35 Fisher & Phillips LLP
36 444 South Flower Street
37 Suite 150
38 Los Angeles, CA 90071
39 tscherwin@fisherphillips.com
40 cchaplin@fisherphillips.com
41 Telephone: (213) 330-4500
42 Facsimile: (213) 330-4501

1
2 13.18 Execution in Counterparts. This Agreement may be executed in one or more
3 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
4 Agreement shall be accepted as an original. All executed counterparts and each of them will be
5 deemed to be one and the same instrument if counsel for the Parties will exchange between
6 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
the existence and contents of this Agreement.

7 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
8 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree, that upon the signing of this Agreement and pursuant to CCP section 583.330, to extend
10 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
11 process.

12
13 Dated: 07 / 25 / 2023

By: Kassandra Mendivil
KASSANDRA MENDIVIL

14
15 Dated: _____

By: _____
RICHARD BAUTISTA

16
17 Dated: _____

By: _____
JENICA COLE

18
19 Dated: _____

By: _____
SHAUNA ADAMS

20
21 Dated: _____

By: _____
MICHAEL NEVAREZ

22
23 Dated: _____

By: _____
JOE NUNEZ

24
25 Dated: _____

By: _____
HUNTER MEELEE

1
2 13.18 Execution in Counterparts. This Agreement may be executed in one or more
3 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
4 Agreement shall be accepted as an original. All executed counterparts and each of them will be
5 deemed to be one and the same instrument if counsel for the Parties will exchange between
6 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
7 the existence and contents of this Agreement.

8 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
9 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
10 agree, that upon the signing of this Agreement and pursuant to CCP section 583.330, to extend
11 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
12 process.

13 Dated: _____

By: _____
KASSANDRA MENDIVIL

14 Dated: _____

By: _____
RICHARD BAUTISTA

15 Dated: _____

By: _____
JENICA COLE

16 Dated: _____

By: _____
SHAUNA ADAMS

17 Dated: Aug 10, 2023

By: 
michaelnevarez (Aug 10, 2023 16:07 PDT)
MICHAEL NEVAREZ

18 Dated: _____

By: _____
JOE NUNEZ

19 Dated: _____

By: _____
HUNTER MEELEE

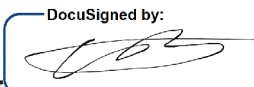
13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, that upon the signing of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: _____

By: _____
KASSANDRA MENDIVIL

Dated: 8/10/2023

By: 
DocuSigned by:
8AF71004F28C4D7...
RICHARD BAUTISTA

Dated: 07 / 18 / 2023

By: 
JENICA COLE

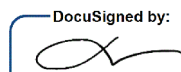
Dated: 07 / 21 / 2023

By: 
SHAUNA ADAMS

Dated: _____

By: _____
MICHAEL NEVAREZ

Dated: 8/15/2023

By: 
DocuSigned by:
92B6B65278E54DB...
JOE NUNEZ

Dated: _____

By: _____
HUNTER MEELEE

13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, that upon the signing of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: _____

By: _____
KASSANDRA MENDIVIL

Dated: _____

By: _____
RICHARD BAUTISTA

Dated: _____

By: _____
JENICA COLE

Dated: _____

By: _____
SHAUNA ADAMS

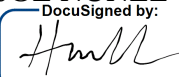
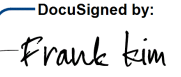
Dated: _____

By: _____
MICHAEL NEVAREZ

Dated: _____

By: _____
JOE NUNEZ

Dated: 8/10/2023

By:  
HUNTER MEELEE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

By: _____

TAK SATO
President for DEFENDANTS
STRATEGIC GREEN PARTNERS
LLC DOING BUSINESS AS
AUTHENTIC 760, IGS SOLUTIONS
LLC, SHRYNE GROUP, INC.,
STIIIZY, LLC, and IRONWORKS
COLLECTIVE INC., DOING
BUSINESS AS BLAZE

THE SPIVAK LAW FIRM

Dated: 07 / 24 / 2023

By:  _____

DAVID G. SPIVAK, Attorneys for
Plaintiff, KASSANDRA MENDIVIL,
and all others similarly situated

UNITED EMPLOYEES LAW GROUP

Dated: _____

By: _____

WALTER L. HAINES, Attorneys for
Plaintiff, KASSANDRA MENDIVIL,
and all others similarly situated

PAYTON EMPLOYMENT LAW PC

Dated: _____

By: _____

CHANTAL RENEE MCCOY
PAYTON, Attorneys for Plaintiff,
RICHARD BAUTISTA, and all others
similarly situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 8/3/2023

DocuSigned by:
Tak Sato
D2D714A30788427
By: TAK SATO
President for DEFENDANTS
STRATEGIC GREEN PARTNERS
LLC DOING BUSINESS AS
AUTHENTIC 760, IGS SOLUTIONS
LLC, SHRYNE GROUP, INC.,
STIIIZY, LLC, and IRONWORKS
COLLECTIVE INC., DOING
BUSINESS AS BLAZE

THE SPIVAK LAW FIRM

Dated:

By: DAVID G. SPIVAK, Attorneys for
Plaintiff, KASSANDRA MENDIVIL,
and all others similarly situated

UNITED EMPLOYEES LAW GROUP

Dated:

By: WALTER L. HAINES, Attorneys for
Plaintiff, KASSANDRA MENDIVIL,
and all others similarly situated

PAYTON EMPLOYMENT LAW PC

Dated:

By: CHANTAL RENEE MCCOY
PAYTON, Attorneys for Plaintiff,
RICHARD BAUTISTA, and all others
similarly situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

By: _____
TAK SATO
President for DEFENDANTS
STRATEGIC GREEN PARTNERS
LLC DOING BUSINESS AS
AUTHENTIC 760, IGS SOLUTIONS
LLC, SHRYNE GROUP, INC.,
STIIIZY, LLC, and IRONWORKS
COLLECTIVE INC., DOING
BUSINESS AS BLAZE

THE SPIVAK LAW FIRM

Dated: _____

By: _____
DAVID G. SPIVAK, Attorneys for
Plaintiff, KASSANDRA MENDIVIL,
and all others similarly situated

UNITED EMPLOYEES LAW GROUP

Dated: August 9, 2023

By: 
WALTER L. HAINES, Attorneys for
Plaintiff, KASSANDRA MENDIVIL,
and all others similarly situated

PAYTON EMPLOYMENT LAW PC

Dated: _____

By: _____
CHANTAL RENEE MCCOY
PAYTON, Attorneys for Plaintiff,
RICHARD BAUTISTA, and all others
similarly situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

By: _____

TAK SATO
President for DEFENDANTS
STRATEGIC GREEN PARTNERS
LLC DOING BUSINESS AS
AUTHENTIC 760, IGS SOLUTIONS
LLC, SHRYNE GROUP, INC.,
STIIIZY, LLC, and IRONWORKS
COLLECTIVE INC., DOING
BUSINESS AS BLAZE

THE SPIVAK LAW FIRM

Dated: _____

By: _____
DAVID G. SPIVAK, Attorneys for
Plaintiff, KASSANDRA MENDIVIL,
and all others similarly situated

UNITED EMPLOYEES LAW GROUP

Dated: _____

By: _____
WALTER L. HAINES, Attorneys for
Plaintiff, KASSANDRA MENDIVIL,
and all others similarly situated

PAYTON EMPLOYMENT LAW PC

Dated: June 25, 2023

By:  _____
CHANTAL RENEE MCCOY
PAYTON, Attorneys for Plaintiff,
RICHARD BAUTISTA, and all others
similarly situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

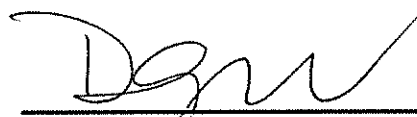
MANN ROGAL APC

Dated: 7/25/23

By: 
MATTHEW MANN, Attorneys for
Plaintiff, RICHARD BAUTISTA, and
all others similarly situated

GAINES & GAINES, APLC

Dated: 7/21/2023

By: 
DANIEL FRANKLIN GAINES,
Attorneys for Plaintiffs, JENICA COLE
and SHAUNA ADAMS, and all others
similarly situated

STONEBROOK LAW

Dated: _____

By: _____
JOSEPH TOJARIEH, Attorneys for
Plaintiffs, JENICA COLE and
SHAUNA ADAMS, and all others
similarly situated

MESSRELIAN LAW INC.

Dated: _____

By: _____
HAROUT A. MESSRELIAN,
Attorneys for Plaintiff, MICHAEL
NEVAREZ, and all others similarly
situated

///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MANN ROGAL APC

Dated: _____

By: _____
MATTHEW MANN, Attorneys for
Plaintiff, RICHARD BAUTISTA, and
all others similarly situated

GAINES & GAINES, APLC

Dated: _____

By: _____
DANIEL FRANKLIN GAINES,
Attorneys for Plaintiffs, JENICA COLE
and SHAUNA ADAMS, and all others
similarly situated

STONEBROOK LAW

Dated: _____

By: _____
JOSEPH TOJARIEH, Attorneys for
Plaintiffs, JENICA COLE and
SHAUNA ADAMS, and all others
similarly situated

MESSRELIAN LAW INC.

Dated: 8/10/2023

By:  _____
HAROUT A. MESSRELIAN,
Attorneys for Plaintiff, MICHAEL
NEVAREZ, and all others similarly
situated

///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MANN ROGAL APC

Dated: 7/25/23

By: 
MATTHEW MANN, Attorneys for
Plaintiff, RICHARD BAUTISTA, and
all others similarly situated

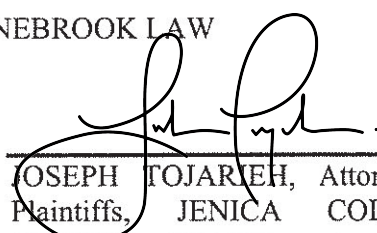
GAINES & GAINES, APLC

Dated: 7/21/2023

By: 
DANIEL FRANKLIN GAINES,
Attorneys for Plaintiffs, JENICA COLE
and SHAUNA ADAMS, and all others
similarly situated

STONEBROOK LAW

Dated: 9/22/2023

By: 
JOSEPH TOJARIEH, Attorneys for
Plaintiffs, JENICA COLE and
SHAUNA ADAMS, and all others
similarly situated

MESSRELIAN LAW INC.

Dated: _____

By: _____
HAROUT A. MESSRELIAN,
Attorneys for Plaintiff, MICHAEL
NEVAREZ, and all others similarly
situated

///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

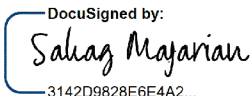
BRADLEY/GROMBACHER LLP

Dated: 8/15/23

By: 
MARCUS JOSEPH BRADLEY,
Attorneys for Plaintiff, JOE NUNEZ,
and all others similarly situated

MAJARIAN LAW GROUP

Dated: 8/17/2023

By: 
SAHAG MAJARIAN, II, Attorneys
for Plaintiff, JOE NUNEZ, and all
others similarly situated

KIM LEGAL, APC

Dated:

By:
FRANK H. KIM, Attorneys for
Plaintiff, HUNTER MEELEE, and all
others similarly situated

HELEN KIM LAW, APC

Dated:

By:
HELEN U. KIM, Attorneys for
Plaintiff, HUNTER MEELEE, and all
others similarly situated

///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BRADLEY/GROMBACHER LLP

Dated: _____

By: _____
MARCUS JOSEPH BRADLEY,
Attorneys for Plaintiff, JOE NUNEZ,
and all others similarly situated

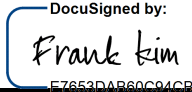
MAJARIAN LAW GROUP

Dated: _____

By: _____
SAHAG MAJARIAN, II, Attorneys
for Plaintiff, JOE NUNEZ, and all
others similarly situated

KIM LEGAL, APC

Dated: 8/10/2023 _____

By:  _____
FRANK H. KIM, Attorneys for
Plaintiff, HUNTER MEELEE, and all
others similarly situated

HELEN KIM LAW, APC

Dated: 8/10/2023 _____

By:  _____
HELEN U. KIM, Attorneys for
Plaintiff, HUNTER MEELEE, and all
others similarly situated

///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FISHER & PHILLIPS LLP

Dated: August 7, 2023

By: 
TODD B. SCHERWIN,
CHRISTOPHER D. CHAPLIN
Attorneys for Defendants,
STRATEGIC GREEN PARTNERS
LLC DOING BUSINESS AS
AUTHENTIC 760, IGS
SOLUTIONS LLC, SHRYNE
GROUP, INC., STIIZY, LLC,
IRONWORKS COLLECTIVE
INC., DOING BUSINESS AS
BLAZE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1 **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING**
2 **DATE FOR FINAL COURT APPROVAL**

3 (case name: *Jenica Cole, et al. v. Strategic Green Partners, LLC doing business as Authentic*
4 *760, et al.* and number CV2021-0426)

5 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
6 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer.***
7 ***You are not being sued.***

8 **You may be eligible to receive money** from an employee class action lawsuit (“this
9 Action”) against Strategic Green Partners LLC doing business as Authentic 760, IGS Solutions
10 LLC, Shryne Group, Inc., STIIZY, LLC, and Ironworks Collective Inc., doing business as Blaze
11 (collectively “Defendants”) for alleged wage and hour violations. This Action was filed by several
12 of Defendants’ employees, Jenica Cole, Shauna Adams, Cassandra Mendivil, Richard Bautista,
13 Michael Nevarez, Joe Nunez, and Hunter Meelee (jointly “Plaintiffs”) and seeks payment of (1)
14 wages and other relief for a class of hourly, nonexempt employees (“Class Members”) who
15 worked for Defendants during the Class Period (January 28, 2017 to the date of the Court’s order
16 preliminarily approving this Settlement or Defendants’ election to provide a date certain when
17 the 15% benchmark increase in Class Member Work Weeks is reached pursuant to the Escalator
18 Clause in Part 9 of the Settlement); and (2) penalties under the California Private Attorney
19 General Act (“PAGA”) for all hourly, nonexempt employees who worked for Defendants during
20 the PAGA Period (September 21, 2019 to the date of the Court’s order preliminarily approving
21 this Settlement or Defendants’ election to provide a date certain when the 15% benchmark
22 increase in Class Member Work Weeks is reached pursuant to the Escalator Clause in Part 9 of
23 the Settlement) (“Aggrieved Employees”).

24 This Settlement also resolves the following other “Actions”: (A) *Kassandra Mendivil v.*
25 *Strategic Green Partners, LLC doing business as Authentic 760*, Los Angeles County Superior
26 Court No. 20STCV45949, filed on December 01, 2020 (the “Mendivil action”); (B) *Richard*
27 *Bautista v. IGS Solutions, LLC*, LWDA-CM-860749-22, submitted to the LWDA on January 3,
28 2022 (the “Bautista claim”); (C) *Hunter Meelee v. IGS Solutions, LLC*, Los Angeles County
Superior Court No. 21STCV03751, filed on January 28, 2021 (the “Meelee action”); (D) *Michael*
Nevarez v. IGS Solutions, LLC, Los Angeles County Superior Court No. 21STCV04672, filed on
February 5, 2021 (the “Nevarez action”); and (E) *Joe Nunez v. IGS Solutions, LLC*, Riverside
County Superior Court No. CVRI2200303, filed on January 21, 2022 (the “Nunez action”)

29 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants
30 to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund
31 Individual PAGA Payments and pay penalties to the California Labor and Workforce
32 Development Agency (“LWDA”).

33 Based on Defendants’ records, and the Parties’ current assumptions, **your Individual**
34 **Class Payment is estimated to be \$___ (less withholding) and your Individual PAGA**
35 **Payment is estimated to be \$___**. The actual amount you may receive likely will be different
36 and will depend on a number of factors. (If no amount is stated for your Individual Class Payment,
37
38

then according to Defendants' records you are not eligible for an Individual Class Payment under the Settlement because you didn't work during the Class Period. If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked ____ Work Weeks** during the Class Period and **you worked ____ Pay Periods** during the PAGA Period. If you believe that you worked more Work Weeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to each Plaintiff and his/her attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
---	---

You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and each Plaintiff who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the ___ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Work Week / Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and LWDA PAGA payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Work Weeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THIS ACTION ABOUT?

Plaintiffs are former employees of Defendants. This Action accuses Defendants of violating California labor laws by failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify and/or reimburse for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required accurate employment and payroll records, failure to pay

overtime, failure to provide payroll records, failure to provide access to personnel files, failure to timely pay wages, failure to pay gratuities, unlawful tip collection, failure to pay vacation pay, retaliating against or otherwise discriminating against an employee who disclosed the amount of his or her wages, failure to provide sick leave and sick pay including COVID-19 sick leave and sick pay, failure to provide sick leave without precondition, failure to provide seating, failure to provide a place of employment that was safe and healthful, wrongful termination for failure to obtain business use vehicle insurance, retaliation for whistleblower complaints under California Labor Code section 1102.5 for failure to obtain business use vehicle insurance, failure to provide one day's rest in seven days, unfair competition under Business & Professions Code sections 17200, et seq., and related violations of the Labor Code. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in this Action: David G. Spivak of The Spivak Law Firm, Walter L. Haines of United Employees Law Group, Chantal Renee McCoy Payton and Laurel N. Holmes of Payton Employment Law PC, Matthew Mann and Justin Rogal of Mann Rogal APC, Daniel Franklin Gaines and Alex Paul Katofsky of Gaines & Gaines, APLC, Joseph Tojarieh of Stonebrook Law, Harout A. Messrelian of Messrelian Law Inc., Marcus Joseph Bradley of Bradley/Grombacher LLP, Sahag Majariian, II of Majarian Law Group, Frank H. Kim of Kim Legal, APC, and Helen Kim of Helen Kim Law, APC ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THIS ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve this Action by negotiating an end to this Action by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending this Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$4,280,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled

1 by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay
2 the Individual Class Payments, Individual PAGA Payments, Class Representative Service
3 Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and
4 penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").
5 Assuming the Court grants Final Approval, Defendants will begin to fund the Gross Settlement
6 as follows: Within 90 calendar days of the Court's final approval order, Defendants shall pay the
7 first of four installment payments on the Gross Settlement Amount into the Settlement Account.
8 The first installment payment shall be in the amount of \$1,480,000.00. Within 180 calendar days
9 of the first installment payment, Defendants shall pay the second installment payment in the
10 amount of \$1,000,000.00. Within 180 calendar days of the second installment payment,
11 Defendants shall pay the third installment payment in the amount of \$1,000,000.00. Within 180
12 calendar days of the third installment payment, Defendants shall pay the fourth and final
13 installment payment in the amount of \$800,000.00. Within 30 calendar days of each installment
14 payment, the Administrator will make a pro rata distribution of the Individual Class Payments,
15 Individual PAGA Payments, LWDA PAGA payment, Class Representative Service Payments,
16 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
17 Administrator's expenses.

11 2. Disbursements of the pro rata portions of the Class Counsel Fees Payment, the
12 Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall
13 not precede disbursement of pro rata portions of the Individual Class Payments and Individual
14 PAGA Payments.

14 3. The Judgment will be final on the date the Court enters Judgment, or a later date
15 if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

16 4. Court Approved Deductions from Gross Settlement. At the Final Approval
17 Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions
18 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
19 Approval Hearing:

19 A. Up to \$1,498,000.00 (35% of the Gross Settlement to Class Counsel for
20 attorneys' fees and up to \$60,000.00 for their litigation expenses. To date, Class Counsel have
21 worked and incurred expenses on the Actions without payment.

21 B. Up to \$20,000.00 as a Class Representative Award to each Plaintiff for
22 filing the Actions, working with Class Counsel and representing the Class. A Class Representative
23 Award will be the only monies each Plaintiff will receive other than his/her Individual Class
24 Payment and any Individual PAGA Payment.

24 C. Up to \$80,000.00 to the Administrator for services administering the
25 Settlement.

26 D. Up to \$428,000.00 for PAGA Penalties, allocated 75% to the LWDA
27 PAGA payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on
28 their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are approximately 4,761 Class Members and 158,000 total Work Weeks during the period of January 28, 2017 through June 7, 2022. These numbers would be expected to increase proportionately for the passage of time through the Class Period end date. Before the Parties seek or a Party seeks Court approval of the Settlement, the Administrator will advise Plaintiffs' counsel of Defendants' report of the total number of Work Weeks during the Class Period. If the number of Class Member Work Weeks as of the Class Period end date exceeds the referenced 158,000 weeks worked by more than 15% the Gross Settlement Amount, including attorney fees, will increase proportionally according to the number of additional Work Weeks. However, if the total number of Work Weeks worked by the Class Members as of the Class Period end date exceeds the referenced 158,000 weeks worked by more than 15%, Defendants will have the option, at Defendants' election, to cap the number of total Work Weeks as of the date when the 15% benchmark is reached.

5. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Work Weeks.

6. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20.00% of each Individual Class Payment to taxable wages ("Wage Portion") and 80.00% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

7. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash the check by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

1
2 8. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
3 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
4 Administrator in writing, not later than ____, that you wish to opt-out. The easiest way to notify
5 the Administrator is to send a written and signed Request for Exclusion by the ____ Response
6 Deadline. The Request for Exclusion should be a letter from a Class Member or his/her
7 representative setting forth a Class Member's name, present address, telephone number, and a
8 simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e.,
9 Non-Participating Class Members) will not receive Individual Class Payments, but will preserve
10 their rights to personally pursue wage and hour claims against Defendants.

11 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
12 themselves from the Class Settlement (Non-Participating Class Members), but are also Aggrieved
13 Employees, shall remain eligible for and will be paid their Individual PAGA Payments and are
14 required to give up their right to assert PAGA claims against Defendants based on the PAGA
15 Period facts alleged in the Actions.

16 9. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
17 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
18 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs
19 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
20 pay any money and Class Members will not release any claims against Defendants.

21 10. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the
22 "Administrator") to send this Notice, calculate and make payments, and process Class Members'
23 Requests for Exclusion. The Administrator will also decide Class Member Challenges over Work
24 Weeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to
25 administer the Settlement. The Administrator's contact information is contained in Section 9 of
26 this Notice.

27 11. Participating Class Members' Release. After the Judgment is final and Defendants
28 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
Participating Class Members will be legally barred from asserting any of the claims released under
the Settlement. This means that unless you opted out by validly excluding yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
related entities for wages based on the Class Period facts and PAGA penalties based on PAGA
Period facts, as alleged in the Actions and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and
present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
release Released Parties from (i) all claims that were alleged, or reasonably could have
been alleged, based on the Class Period facts stated in the Operative Complaint and
ascertained in the course of the Actions including failure to pay wages, unauthorized and
unlawful wage deductions, failure to provide meal periods, failure to authorize and permit

1 rest periods, failure to indemnify and reimburse for business expenses, failure to issue
2 proper wage statements, failure to timely pay wages, failure to maintain required accurate
3 employment and payroll records, failure to pay overtime, failure to provide payroll
4 records, failure to provide access to personnel files, failure to timely pay wages, failure to
5 pay gratuities, unlawful tip collection, failure to pay vacation pay, failure to provide sick
6 leave and sick pay including COVID-19 sick leave and sick pay, failure to provide sick
7 leave without precondition, failure to provide seating, failure to provide a place of
8 employment that was safe and healthful, failure to provide one day's rest in seven days,
9 wrongful termination for failure to obtain business use vehicle insurance, retaliation for
10 whistleblower complaints under California Labor Code section 1102.5 for failure to obtain
11 business use vehicle insurance, unfair competition under Business & Professions Code
12 sections 17200, et seq., and related allegations. Except as set forth in Section 6.3 of the
13 Settlement Agreement, Participating Class Members do not release any other claims,
14 including claims for vested benefits, wrongful termination for reasons other than failure
15 to obtain business use vehicle insurance and/or for retaliation for whistleblower
16 complaints for failure to obtain business use vehicle insurance, violation of the Fair
17 Employment and Housing Act, unemployment insurance, disability, social security,
18 workers' compensation, or claims based on facts occurring outside the Class Period.

12. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and
13 Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes),
14 all Aggrieved Employees will be barred from asserting PAGA claims against Defendants,
15 whether or not they exclude themselves from the Settlement. This means that all Aggrieved
16 Employees, including those who are Participating Class Members and those who opt-out of the
17 Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against
18 Defendants or their related entities based on the PAGA Period facts alleged in the Actions and
19 resolved by this Settlement.

20 The Aggrieved Employees' Releases for Participating and Non-Participating Class
21 Members are as follows:

22 All Participating and Non-Participating Class Members who are Aggrieved Employees
23 are deemed to release, on behalf of themselves and their respective former and present
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
25 Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been
26 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice
27 and ascertained in the course of the Actions including failure to pay wages, unauthorized and
28 unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest
periods, failure to indemnify and/or reimburse for business expenses, failure to issue proper wage
statements, failure to timely pay wages, failure to maintain required accurate employment and
payroll records, failure to pay overtime, failure to provide payroll records, failure to provide
access to personnel files, failure to timely pay wages, failure to pay gratuities, unlawful tip
collection, failure to pay vacation pay, retaliating against or otherwise discriminating against an
employee who disclosed the amount of his or her wages, failure to provide sick leave and sick
pay including COVID-19 sick leave and sick pay, failure to provide sick leave without
precondition, failure to provide seating, failure to provide a place of employment that was safe

1 and healthful, failure to provide one day's rest in seven days, wrongful termination for failure to
2 obtain business use vehicle insurance, retaliation for whistleblower complaints under California
3 Labor Code section 1102.5 for failure to obtain business use vehicle insurance, unfair competition
under Business & Professions Code sections 17200, et seq., and related allegations.

4 The "Released Parties" are Defendants and any of their present and former parent
5 companies, subsidiaries, divisions, concepts, related or affiliated companies and their
6 shareholders, officers, directors, employees (including but not limited to Tony Huang and Sagi
7 Shamam), agents, attorneys, insurers, successors and assigns, and any individual or entity that
could be liable for any of the Released Class Claims, Released PAGA Claims, and Defendants'
counsel of record in the Actions.

8 Other pending claims. Defendants hereby identify the following class / PAGA actions or
9 claims that may be affected by the Released Claims herein: (A) Juan Regino Perez v. IGS
10 Solutions LLC, et al, filed in Los Angeles County Superior Court (Case No. 22STCV15042); (B)
11 Herman Soriano adv. Shryne Group, Inc., et al., filed with LWDA on June 2, 2022 (LWDA claim
12 no. 887021-22); (C) Taylor J. Vizcarra v. IGS Solutions, LLC, et al., filed in Los Angeles County
13 Superior Court (Case No. 22STCV27054); and (D) Jacilyn Goldberg adv. IGS Solutions LLC;
14 filed with the LWDA on October 11, 2022 (LWDA claim no. 913276-22). The Administrator will
15 provide you with copies of the complaints in these matters along with contact information for the
16 attorneys for the plaintiffs in these matters upon your request.

14 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

15 1. Individual Class Payments. The Administrator will calculate Individual Class
16 Payments by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
17 by all Participating Class Members, and (b) multiplying the result by the number of Work Weeks
worked by each individual Participating Class Member.

18 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA
19 Payments by (a) dividing \$107,000.00 by the total number of PAGA Pay Periods worked by all
20 Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods
21 worked by each individual Aggrieved Employee.

22 3. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
23 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
24 Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have
25 until ____ to challenge the number of Work Weeks and/or Pay Periods credited to you. You can
26 submit your challenge by signing and sending a letter to the Administrator via mail, email or fax.
27 Section 9 of this Notice has the Administrator's contact information.

28 You need to support your challenge by sending copies of pay stubs or other records. The
Administrator will accept Defendants' calculation of Work Weeks and/or Pay Periods based on
Defendants' records as accurate unless you send copies of records containing contrary
information. You should send copies rather than originals because the documents will not be
returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based

on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Within 90 calendar days of the Court's final approval order, Defendants shall pay the first of 4 installment payments on the Gross Settlement Amount into the Settlement Account. The first installment payment shall be in the amount of \$1,480,000.00. Defendants shall make the second installment payment of \$1,000,000.00 within 180 days of the first payment. Defendants shall make the third installment payment of \$1,000,000.00 within 180 days of the second payment. Defendants shall make the fourth and final installment payment of \$800,000.00 within 180 days of the third payment.

1. Participating Class Members. After each installment payment by Defendants toward the Gross Settlement Amount, the Administrator will send, by U.S. mail, a single pro rata check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. After each installment payment by Defendants toward the Gross Settlement Amount, the Administrator will send, by U.S. mail, a single pro rata Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your checks will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify this Action as *Jenica Cole vs. Strategic Green Partners, LLC doing business as Authentic 760*, Case No. CV2021-0426, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by ___, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to

1 approve. At least ____ days before the ____ Final Approval Hearing, Class Counsel and/or Plaintiffs
2 will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons
3 why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service
4 Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation
5 expenses; and (ii) the amount each Plaintiff is requesting as a Class Representative Service
6 Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of
7 this Notice) will send you copies of these documents at no cost to you. You can also view them
8 on the Administrator's Website ([url](#)) or the Court's website ([url](#)).

9 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
10 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
11 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
12 Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to
13 the Administrator is ____.** Be sure to tell the Administrator what you object to, why you object,
14 and any facts that support your objection. Make sure you identify this Action, *Jenica Cole, et al.*
15 *vs. Strategic Green Partners, LLC doing business as Authentic 760*, case no. CV2021-0426, and
16 include your name, current address, telephone number, and approximate dates of employment for
17 Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact
18 information.

19 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
20 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
21 to tell the Court what you object to, why you object, and any facts that support your objection.
22 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
23 Hearing.

24 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

25 You can, but don't have to, attend the Final Approval Hearing on ____ at ([time](#)) in Department 6
26 of the Yolo Superior Court, located at Yolo Court House, Civil Division, 1000 Main St,
27 Woodland, CA 95695. At the Hearing, the Judge will decide whether to grant Final Approval of
28 the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs,
and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
or virtually via ____ (https://www. ____). Check the Court's website for the most current
information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the
Administrator's website ____ beforehand or contact Class Counsel to verify the date and time of
the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the
proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
Settlement documents is to go to ([specify entity](#))'s website at ([url](#)). You can also telephone or

1 send an email to Class Counsel or the Administrator using the contact information listed below,
2 or consult the Superior Court website by going to (http://www.____.aspx) and entering the Case
3 Number for this Action, Case No. CV2021-0426. You can also make an appointment to
4 personally review court documents in the Clerk's Office at the Yolo Court House, Civil Division
5 by calling ____.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

7 DAVID G. SPIVAK
8 david@spivaklaw.com
9 THE SPIVAK LAW FIRM
10 8605 Santa Monica Bl
11 PMB 42554
12 West Hollywood, CA 90069
13 Telephone: (213) 725-9094
14 Facsimile: (213) 634-2485

12 WALTER L. HAINES
13 walter@uelglaw.com
14 UNITED EMPLOYEES LAW GROUP
15 4276 Katella Ave
16 Suite 301
17 Los Alamitos, CA 90720
18 Telephone: (562) 256-1047
19 Facsimile: (562) 256-1006

17 CHANTAL RENEE MCCOY PAYTON
18 CPayton@PaytonEmploymentLaw.com
19 PAYTON EMPLOYMENT LAW PC
20 3807 W. Sierra Highway
21 Ste 206
22 Acton, CA 93510
23 Telephone: (661) 434-1144
24 Facsimile: (661) 434-1144

23 ALEX PAUL KATOFISKY (SBN 202754)
24 alex@gaineslawfirm.com
25 GAINES & GAINES, APLC
26 4550 E Thousand Oaks Blvd
27 Ste 100
28 Westlake Village, CA 91362-3824
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

1 HAROUT A. MESSRELIAN

2 hm@messrelianlaw.com

3 MESSRELIAN LAW INC.

4 500 N Central Ave

5 Ste 840

6 Glendale, CA 91203

7 Telephone: (818) 484-6531

8 Facsimile: (818) 956-1983

9 MARCUS JOSEPH BRADLEY

10 mbradley@bradleygrombacher.com

11 BRADLEY/GROMBACHER LLP

12 31365 Oak Crest Dr

13 Ste 240

14 Westlake Village, CA 91361-5600

15 Telephone: (805) 270-7100

16 Facsimile: (805) 270-7589

17 FRANK H. KIM

18 fkim@kim-legal.com

19 KIM LEGAL, APC

20 3435 Wilshire Blvd

21 Ste 2700

22 Los Angeles, CA 90010-2013

23 Telephone: (323) 482-3300

24 Facsimile: (866) 652-7819

25 Administrator:

26 Name of Company: Simpluris, Inc.

27 Email Address: _____

28 Mailing Address: _____

Telephone: _____

Fax Number: _____

29 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

30 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
31 as long as you request a replacement before the void date on the face of the original check. If your
32 check is already void:

33 ☒ you should consult the Unclaimed Property Fund ____ for instructions on how to retrieve the
34 funds

35 ☐ you will have no way to recover the money.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.