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NIOMY TAYLOR, on behalf of herself
 and others similarly situated,
 Plaintiff,

vs.

GR MANAGEMENT INC.; GREENS
 GROUP, INC. and DOES 1 to 100,
 inclusive,

Defendants.

CASE NO.: CVRI2101671
 JUDGE: Hon. Harold Hopp
 DEPT.: 10

**JOINT STIPULATION OF CLASS
 ACTION AND PAGA SETTLEMENT**

FILE DATE: March 29, 2021
 TRIAL DATE: No Date Set

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement ("Joint Stipulation of Settlement" or "Settlement" or "Agreement") is made and entered into by and between Plaintiff NIOMY TAYLOR, individually, and on behalf of all others similarly situated ("Plaintiff" or "Class Representative"), and Defendant GR MANAGEMENT, INC. ("Defendant"). Plaintiff and Defendant are sometimes referred to individually as a "Party" and collectively referred to herein as "the Parties." THE PARTIES STIPULATE AND AGREE as follows:

DEFINITIONS

1. For purposes of this Settlement, "Complaints" refers to the Class Action Complaint and the PAGA Complaint.
2. For purposes of this Settlement, "Class Action Complaint" refers to the complaint filed in the Class Action on March 29, 2021, and "Class Claims" refers to all claims in the Class Action Complaint.
3. For purposes of this Settlement, "PAGA Action Complaint" refers to the complaint filed in the PAGA Action on June 4, 2021.
4. For purposes of this Settlement, the "Actions" refer to the Class Action and the PAGA Action.
5. For purposes of this Settlement, the "Class Action" refers to the above-captioned action entitled *Taylor v. GR Management, Inc.*, Riverside County Superior Court Case No. CVRI2101671.
6. For purposes of this Settlement, the "PAGA Action" refers to the action entitled *Taylor v. GR Management, Inc.*, Riverside County Superior Court Case No. CVRI2102839.
7. For purposes of this Settlement, the "Class Period" is March 29, 2017 through May 1, 2022.
8. For purposes of this Settlement, the "Class" or "Class Members" consist of:
 - (a) All non-exempt employees of Defendant who worked for Defendant in California during the Class Period. The "Settlement Class" or "Settlement Class Members" are those Class Members who do not submit timely and

compliant exclusion requests to the Settlement Administrator.

9. The Parties' estimate that the Class included approximately one-hundred sixty-nine (169) Class Members as of February 15, 2022.

10. For purposes of this Settlement, "Class Counsel" means Lavi & Ebrahimian, LLP.

11. For purposes of this Settlement, "Covered Workweeks" means the number of weeks a Class Member worked at Defendant's locations in California during the Class Period. The Parties estimate that the Covered Workweeks were approximately seven thousand five hundred and sixty-six (7,566) weeks as of February 15, 2022.

12. For purposes of this Settlement, "Response Deadline" means the date sixty (60) days after the Settlement Administrator initially mails the Notice to Class Members ("Notice") and the last date on which Class Members may submit a request for exclusion or written objection to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of sixty (60) calendar days after initial mailing or fourteen (14) calendar days from re-mailing. The Response Deadline may be extended only as expressly described herein.

13. For purposes of the Settlement, "Defendant's Counsel" means NEWMeyer & DILLION LLP.

14. For purposes of this Settlement, "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698 *et seq.*).

15. For purposes of this Settlement, "PAGA Allocation" means the portion of the Gross Settlement Amount that the Parties have agreed to allocate to resolution of the Released PAGA Claims. The Parties have agreed that the PAGA Allocation will be twenty-five thousand dollars and no cents (\$25,000.00) from the Gross Settlement Amount. Pursuant to PAGA, Seventy-Five Percent (75%), or eighteen-thousand seven-hundred-fifty dollars and no cents (\$18,750.00), of the PAGA Allocation will be paid to the Labor and Workforce Development Agency ("LWDA") ("PAGA Penalty Payment"), and Twenty-Five Percent (25%), or six-thousand two-hundred-fifty dollars and no cents (\$6,250.00), of the PAGA Allocation will be paid to the PAGA Employees ("PAGA Settlement Payment").

16. For purposes of this Settlement, "PAGA Period" means the period from March 29,

2020 through May 1, 2022.

17. For purposes of this Settlement, "PAGA Employee" or "PAGA Employees" means all non-exempt employees of Defendant who worked for Defendant in California that worked during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement, all PAGA Employees are "aggrieved employees" as defined pursuant to PAGA.

18. For purposes of this Settlement, "PAGA Pay Periods" means the number of pay periods each PAGA Employee worked during the PAGA Period.

19. For purposes of this Settlement, "PAGA Representative" means Plaintiff.

20. For purposes of this Settlement, "Released PAGA Claims" means all claims for penalties and any other available relief pursuant to PAGA, to the extent asserted in Plaintiff's administrative exhaustion letter submitted to the LWDA in the PAGA Action on March 29, 2021 (the "LWDA Letter") or the PAGA Action Complaint, arising during the PAGA Period.

21. For purposes of this Settlement, "Settlement Payments" means all of the payments to Settlement Class Members (the "Settlement Class Payments") and all of the payments to PAGA Employees (the "PAGA Settlement Payments").

22. For purposes of this Settlement, any reference to "days" shall mean calendar days.

STIPULATED BACKGROUND

23. On March 29, 2021, Plaintiff filed the Class Action Complaint in the putative Class Action alleging the following labeled causes of action: (1) Failure to Pay Minimum Wage [Cal. Lab. Code §§ 1194, 1197, and the Industrial Welfare Commission Wage Orders]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 510 and 1194, and the Industrial Welfare Commission Wage Orders]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512, and the Industrial Welfare Commission Wage Orders]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7, and the Industrial Welfare Commission Wage Orders]; (5) Failure to Indemnify Employees for Employment-Related Expenses [Cal. Lab. Code §2802]; (6) Failure to Timely Pay Earned Wages During Employment [Cal. Lab. Code §204]; (7) Failure to Provide Complete and Accurate Wage Statements [Cal. Lab. Code § 226]; (8) Failure to Timely Pay Final Wages at Separation [Cal. Lab. Code §§ 201-203]; and (9) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]. In

1 the putative Class Action Complaint, Plaintiff sought to represent all persons who worked for
 2 Defendant in California as an hourly-paid, non-exempt employee at any time during the period
 3 beginning four years before the filing of the initial complaint and ending when Notice is sent to the
 4 Class.

5 24. On March 29, 2021, Plaintiff satisfied the administrative exhaustion requirement that
 6 is a prerequisite to filing a claim for civil penalties under PAGA. On June 4, 2021, Plaintiff filed the
 7 PAGA Action Complaint in the PAGA Action.

8 25. On December 14, 2022, Plaintiff filed a First Amended Complaint in the Class Action
 9 to consolidate the claims alleged in the PAGA Action Complaint with those in the Class Action for
 10 purposes of this Settlement.

11 26. Solely for purposes of settling the Actions, the Parties and their respective counsel
 12 stipulate and agree that the requisites for establishing class certification with respect to the Class
 13 Members have been met and are met. More specifically for settlement purposes only, the Parties
 14 stipulate and agree that:

- 15 (a) The Class is ascertainable and so numerous as to make it impracticable to join
 16 all Class Members.
- 17 (b) There are common questions of law and fact including, but not limited to, the
 18 following:
 - 19 1) Whether or not Defendant paid proper wages to the Class;
 - 20 2) Whether or not Defendant paid proper minimum wages to the Class;
 - 21 3) Whether or not Defendant paid proper overtime wages to the Class;
 - 22 4) Whether or not Defendant provided meal periods to the Class;
 - 23 5) Whether or not Defendant provided rest periods to the Class;
 - 24 6) Whether or not Defendant indemnified the Class for employment-
 25 related expenditures;
 - 26 7) Whether or not Defendant paid compensation timely throughout Class
 27 Members' employment;
 - 28 8) Whether or not Defendant provided accurate itemized statements to the

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Class;

9) Whether or not waiting-time penalties are available to Class Members who are no longer employed by Defendant for violation of California Labor Code section 203;

10) Whether or not Defendant paid proper meal period pay or rest period pay to the Class; and

11) Whether or not Defendant engaged in unlawful or unfair business practices affecting the Class in violation of California Business and Professions Code sections 17200 through 17208.

(c) Plaintiff's claims are typical of the claims of the Class Members.

(d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class.

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

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

27. Should, for whatever reason, the Settlement not become effective, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Class Members and/or the Class Claims should be certified in a non-Settlement context in this Action or in any other lawsuit. Defendant expressly reserves its right to oppose claim and class certification in the Actions or any other action should this Settlement not become effective.

28. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Complaints, and Defendant further denies that, for any purpose other than settling the Actions, that the Actions are appropriate for class or representative treatment. With

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1 respect to Plaintiff's claims, Defendant contends, among other things, that Plaintiff and the Class
 2 Members have been paid proper wages, have been paid proper minimum wages, have been paid
 3 proper overtime wages, have been provided meal periods or they have been made available as
 4 required, have been provided rest periods or they have been authorized and permitted as required,
 5 have been reimbursed for all employment-related expenditures, have been paid timely wages during
 6 employment, have been paid timely wages upon separation of employment, and have been provided
 7 with accurate itemized wage statements. Defendant contends, among other things, that it has
 8 complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial
 9 Welfare Commission. Furthermore, with respect to all claims, Defendant contends that it has
 10 complied at all times with the California Business and Professions Code.

11 29. It is the desire of the Parties to fully, finally, and forever settle, compromise, and
 12 discharge all disputes and claims arising from or related to the Complaints and the Actions.

13 30. Class Counsel has conducted a thorough investigation into the facts of the Actions,
 14 including an extensive review of relevant documents, and has diligently pursued an investigation of
 15 the claims of the Class and PAGA Employees against Defendant. Based on its own independent
 16 investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for
 17 the consideration and on the terms set forth in this Joint Stipulation of Settlement is fair, reasonable,
 18 and adequate, and is in the best interest of the Class in light of all known facts and circumstances,
 19 including the risk of significant delay, the risk the Class will not be certified by the Court, defenses
 20 asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's Counsel
 21 also agree that the Settlement is fair and in the best interest of the Class.

22 31. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
 23 preliminary and final approval of this Settlement.

24 32. The Parties agree to stay all proceedings in the Action, except such proceedings
 25 necessary to implement and complete the Settlement, pending the final approval hearing to be
 26 conducted by the Court.

27 **PRIMARY TERMS OF SETTLEMENT**

28 33. NOW THEREFORE, in consideration of the mutual covenants, promises and

1 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

2 (a) It is agreed by and among Plaintiff (on behalf of Plaintiff and the Class) and
3 Defendant that the Action and any claims, damages, or causes of action arising
4 out of the disputes that are the subject of the Actions, be settled and
5 compromised as between the Class and PAGA Employees and Defendant,
6 subject to the terms and conditions set forth in this Settlement and the approval
7 of the Court.

8 (b) Effective Date: The terms of settlement embodied in this Settlement shall
9 become effective when all of the following events have occurred: (i) this Joint
10 Stipulation of Settlement has been executed by all Parties and their respective
11 counsel; (ii) the Court has given preliminary approval to the Settlement; (iii)
12 the Notice has been given to the Class, providing them with an opportunity to
13 dispute information contained in the Notice, to opt out of the Settlement, and
14 to object to the Settlement; (iv) the Court has held a final approval hearing and
15 entered a final order and judgment certifying the Class and approving this
16 Settlement; and (v) the later of the following events: (a) five (5) days have
17 passed since final approval is granted by the Court if there are no objections to
18 the Settlement; (b) sixty-five (65) days following notice of entry of the Court's
19 final order approving the Settlement if there are any objections by any Class
20 Member; (c) or if any appeal, writ, or other appellate proceeding opposing this
21 Settlement has been filed within sixty-five (65) days following notice of entry
22 of the Court's final order approving the Settlement, then twenty (20) days after
23 when any appeal, writ, or other appellate proceeding opposing the Settlement
24 has been resolved finally and conclusively with no right to pursue further
25 remedies or relief. In this regard, it is the intention of the Parties that the
26 Settlement shall not become effective until the Court's order approving the
27 Settlement is completely final, and there is no further recourse by an appellant
28 or objector who seeks to contest the Settlement.

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- (c) Gross Settlement Amount: Defendant's maximum total payment under the Settlement, including all attorney's fees and costs, the Class Representative Service Payment to the named Plaintiff, the costs of settlement administration, the PAGA Allocation, and any other payments provided by this Settlement, is four hundred fifty thousand dollars and no cents (\$450,000.00) ("Gross Settlement Amount"), subject to the Escalator Clause and except that, to the extent that any portion(s) of the Settlement Class Payments constitute wages, Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, if any.
- (d) Escalator Clause: Defendant represents that there are approximately one-hundred sixty-nine (169) Class Members as of February 15, 2022, and the Parties agree that in the event this representation turns out to be understated by more than ten percent (10%), Defendant shall increase the Gross Settlement Amount on a proportional basis (i.e., if there was an eleven percent (11%) increase in the size of the Settlement Class, Defendant will increase the Maximum Settlement Amount by eleven percent (11%) (the "Escalator Clause"). The Gross Settlement Amount will not be reduced for any reason.
- (e) Non-reversionary Settlement: No portion of the Gross Settlement Amount will revert to Defendant.
- (f) No Claims Required: Class Members will not be required to submit a claim to receive their Settlement payment.
- (g) Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount (\$450,000.00) the following sums, subject to approval by the Court: (1) attorney's fees (not to exceed thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount, or one-hundred-fifty thousand dollars and no cents (\$150,000.00)); (2) reasonable litigation costs (not to exceed twenty-five thousand dollars and no

cents (\$25,000.00)); (3) the Class Representative Service Payment (not to exceed nine thousand nine hundred dollars and no cents (\$9,900.00)) to the named Plaintiff); (4) the PAGA Allocation; and (5) costs of settlement administration (estimated not to exceed six thousand dollars and no cents (\$6,000.00)). Settlement Class Payments will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.

(h) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Payments constitute wages, Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer share of payroll taxes, it is understood and agreed that Defendant's maximum total liability under this Settlement shall not exceed the Gross Settlement Amount. The Settlement Administrator will calculate and submit the Defendant's employer share of payroll taxes after advising Defendant of the total amount owed, in aggregate, as employer-side payroll taxes and receiving a lump sum payment from Defendant in that amount when the Gross Settlement Amount is delivered to the Settlement Administrator.

(i) Settlement Class Payments (Excludes PAGA Payments): Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows: $[[\text{Workweeks worked by a Settlement Class Member}] \div [\text{Sum of all Covered Workweeks worked by all Settlement Class Members}]] \times [\text{Net Settlement Amount}] = \text{individual Settlement Payment for a Settlement Class Member}$. Settlement Class Payments in the appropriate amounts will be

distributed by the Settlement Administrator by mail to the Settlement Class Members. Uncashed, unclaimed, or abandoned checks shall be transmitted by the Settlement Administrator to the California Controller's Office as set forth below in Paragraph 40.

- (j) PAGA Payments: PAGA Settlement Payments will be paid out of the PAGA Allocation deducted from the Gross Settlement Amount after the PAGA Penalty Amount (seventy-five percent (75%) of the PAGA Allocation) is paid to the LWDA. Each PAGA Employee will be paid a pro-rata share of the PAGA Settlement Payment, as calculated by the Settlement Administrator (each an "Individual PAGA Settlement Payment"). Class Members who are PAGA Employees will not be permitted to exclude themselves from this portion of the Settlement. Each PAGA Employee's Individual PAGA Settlement Payment will be determined by comparing the individual PAGA Employee's PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows:
- $$[[\text{PAGA Pay Periods worked by a PAGA Employee}] \div [\text{Sum of all PAGA Pay Periods worked by all PAGA Employees}]] \times [\text{PAGA Settlement Payment}] = \text{individual PAGA Employee's portion of the PAGA Settlement Payment.}$$
- PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. Uncashed, unclaimed, or abandoned Individual PAGA Settlement Payment checks shall be transmitted by the Settlement Administrator to the California Controller's Office, as set forth below in Paragraph 40. The Settlement Administrator will send the PAGA Penalty Payment to the LWDA at the same time the Settlement Administrator sends Settlement Payments to the Settlement Class and PAGA Settlement Payments to the PAGA Employees.

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1 (k) Allocation of Settlement Payments: The Parties have agreed that Settlement
2 Class Payments will be allocated as follows: twenty percent (20%) to wages
3 and eighty percent (80%) to penalties and interest. The PAGA Settlement
4 Payments will be entirely allocated to penalties. Appropriate federal, state,
5 and local withholding taxes will be taken out of the wage allocations, and each
6 Settlement Class Member will receive an IRS Form W-2 with respect to this
7 portion of the Settlement Class Payment. Each Settlement Class Member's
8 share of payroll taxes and other required withholdings will be remitted by the
9 Settlement Administrator to the appropriate taxing authorities as set forth
10 above, along with Defendant's employer portion of FICA, FUTA, and SDI
11 contributions, based on the payment of claims to the Settlement Class
12 Members. IRS Forms 1099 will be issued by the Settlement Administrator to
13 each Settlement Class Member and PAGA Employee reflecting the payments
14 for penalties and interest. Settlement Class Members and PAGA Employees
15 are responsible to pay appropriate taxes due on the Settlement Class Payments
16 and PAGA Settlement Payments they receive. To the extent required by law,
17 IRS Forms 1099 and W-2 will be issued to each Settlement Class Member and
18 PAGA Employee with respect to such payments.

19 (l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement
20 Payments to individual Settlement Class Members and PAGA Employees
21 shall be deemed to be paid to such Settlement Class Member or PAGA
22 Employee solely in the year in which such payments actually are received by
23 the Settlement Class Member or PAGA Employee. It is expressly understood
24 and agreed that the receipt of such Settlement Payments and/or PAGA
25 Settlement Payments will not entitle any Settlement Class Member or PAGA
26 Employee to additional compensation or benefits under any company bonus,
27 contest, or other compensation or benefit plan or agreement in place during the
28 period covered by the Settlement up to and including the date the Settlement

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1 becomes effective, nor will it entitle any Settlement Class Member or PAGA
 2 Employee to any increased retirement, 401(k) benefits, matching benefits, or
 3 deferred compensation benefits. It is the intent of all Parties that the
 4 Settlement Payments provided for in this Settlement are the sole payments to
 5 be made by Defendant to the Settlement Class Members and PAGA
 6 Employees, and that the Settlement Class Members and PAGA Employees are
 7 not entitled to any new or additional compensation or benefits as a result of
 8 having received the Settlement Payments (notwithstanding any contrary
 9 language or agreement in any benefit or compensation plan document that
 10 might have been in effect during the period covered by this Settlement).

11 (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will
 12 not object to Class Counsel's application for attorney's fees not to exceed
 13 thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount
 14 (one-hundred-fifty thousand dollars and no cents (\$150,000.00)) and
 15 reimbursement of litigation costs and expenses not to exceed twenty-five
 16 thousand dollars and no cents (\$25,000.00).

17 (n) Class Representative Service Payment: Subject to Court approval, and in
 18 exchange for a general release, Defendant will not object to Class Counsel's
 19 application for an additional payment of up to nine thousand nine hundred
 20 dollars and no cents (\$9,900.00) to Plaintiff for service as a Class
 21 Representative ("Class Representative Service Payment"). It is understood
 22 that the Class Representative Service Payment is in addition to the individual
 23 Settlement Payment to which the Plaintiff and Class Representative is entitled
 24 along with the other Settlement Class Members.

25 (o) The Settlement Administrator will issue an IRS Form 1099 for the Class
 26 Representative Service Payment to the Plaintiff. The Plaintiff will be
 27 individually responsible for correctly characterizing this compensation on
 28 personal income tax returns for tax purposes and for paying any taxes on the

1 amounts received. Should the Court approve a Class Representative Service
 2 Payment in an amount less than that set forth above, the difference between
 3 the lesser amount(s) approved by the Court and the Class Representative
 4 Service Payment amount(s) set forth above shall be added to the Net
 5 Settlement Amount. Plaintiff agrees not to opt out or object to the Class
 6 Representative Service Payment as the Class Representative.

7 (p) Settlement Administrator: The Settlement Administrator will be Simpluris,
 8 Inc., or such Settlement Administrator as may be mutually agreeable to the
 9 Parties and approved by the Court. Settlement Administration Costs are
 10 estimated not to exceed six thousand dollars and no cents (\$6,000.00). The
 11 costs of the Settlement Administrator for work done shall be paid regardless of
 12 the outcome of this Settlement. If the Settlement does not become final and
 13 effective, the cost of the Settlement Administrator will be shared equally by
 14 Plaintiff and Defendant.

15 (q) Funding of Settlement Account: Defendant will fund the settlement account
 16 twenty-one (21) days after the Effective Date.

17 (r) Mailing of Settlement Payments: The Settlement Administrator shall cause
 18 the Settlement Payments to be mailed to the Class Members within fourteen
 19 (14) calendar days of the receipt of funding.

20 (s) Notice of Settlement: Each Class Member will be mailed a notice setting forth
 21 the material terms of the proposed Settlement, along with instructions about
 22 how to object or request exclusion from the propose class action Settlement
 23 ("Notice"). For each Class Member and PAGA Employee, there will be pre-
 24 printed information on the mailed Notice, based on Defendant's records,
 25 stating the Class Member's Covered Workweeks during the Class Period,
 26 PAGA Pay Periods during the PAGA Period, and the estimated total
 27 Settlement Payment under the Settlement, including the Settlement Class
 28 Payment and the PAGA Settlement Payment. As discussed below, the PAGA

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1 Settlement Payment will be distributed irrespective of any opt-out, objection,
 2 or exclusion request. The pre-printed information based on Defendant's
 3 records shall be presumed to be correct. A Class Member may dispute the pre-
 4 printed information on the Notice as to such Class Member's Covered
 5 Workweeks during the Class Period or PAGA Pay Periods during the PAGA
 6 Period. A Class Member must submit any dispute regarding the information
 7 on the Notice as to such Class Member's Covered Workweeks or PAGA Pay
 8 Periods within the Response Deadline. Unless a disputing Class Member
 9 submits documentary evidence in support of such Class Member's dispute, the
 10 records of the Defendant will be determinative.

11 (t) Settlement Notice Language: The Notice will issue in English and Spanish. If
 12 there is any ambiguity between the English and Spanish translation, the
 13 English version will be controlling.

14 (u) Class Members Cannot Exclude Themselves from the Released PAGA
 15 Claims: Class Members submitting a Request for Exclusion will nevertheless
 16 receive their pro-rata share of the PAGA Settlement Payment. If the Court
 17 approves the compromise of the PAGA Claim, all Class Members are bound
 18 by the Court's resolution of that Claim. Plaintiff shall submit the settlement to
 19 the LWDA at or before the time Plaintiff files the motion for preliminary
 20 approval.

21 (v) Resolution of Workweek Disputes: If a Class Member disputes the accuracy
 22 of Defendant's records used to calculate Covered Workweeks or PAGA Pay
 23 Periods, and the Parties' counsel cannot resolve the dispute informally, the
 24 matter will be referred to the Settlement Administrator. The Settlement
 25 Administrator will review Defendant's records and any information or
 26 documents submitted by the Class Member and issue a non-appealable
 27 decision regarding the dispute. The Class Member must submit information or
 28 documents supporting such Class Member's position to the Settlement

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1 Administrator prior to the expiration of the Response Deadline. Information
2 or documents submitted after the expiration of the Response Deadline will not
3 be considered by the Settlement Administrator, unless otherwise agreed to by
4 the Parties.

5 (w) Right of Class Member to Request Exclusion from the Settlement: Any Class
6 Member may request to be excluded from the Settlement Class by mailing a
7 "Request for Exclusion" from the Settlement within the Response Deadline.
8 Any Request for Exclusion must include the name, address, telephone number,
9 last four digits of the Class Member's Social Security Number, and the
10 signature of the Class Member requesting exclusion. Alternatively, a Class
11 Member may complete and submit the Request for Exclusion Form attached to
12 the Notice. Any such request must be made in accordance with the terms of
13 the Notice, and the Notice will advise Class Members of these requirements.
14 Any Class Member who timely requests exclusion in compliance with these
15 requirements: (i) shall not have any rights under this Settlement other than a
16 right to receive a pro-rata share of the PAGA Settlement Payment if the Class
17 Member is also a PAGA Employee; (ii) shall not be entitled to receive any
18 Settlement Payments under this Settlement other than as stated herein; and (iii)
19 shall not be bound by this Settlement or the Court's order and final judgment
20 on this Settlement other than as it applies to the PAGA Complaint.

21 (x) Right of Settlement Class Member to Object to The Settlement: Any
22 Settlement Class Member may object to the Settlement. To object, the
23 Settlement Class Member may (1) appear at the final approval hearing to be
24 conducted by the Court, remotely or in person, to explain any objection, (2)
25 have an attorney object for the Settlement Class Member, or (3) submit a
26 simple written brief or statement of objection to the Settlement Administrator.
27 If any Settlement Class Member chooses to submit a written objection, the
28 written objection should contain sufficient information to confirm the identity

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1 of the objector and the basis of the objection, including: (1) the full name of
2 the Settlement Class Member; (2) the signature of the Settlement Class
3 Member; (3) the grounds for the objection; and (4) be postmarked within the
4 Response Deadline to permit adequate time for processing and review by the
5 Parties of the written statement or objection. Alternatively, a Class Member
6 may complete and submit the Objection Form attached to the Notice. Class
7 Counsel shall ensure that any written objections are transmitted to the Court
8 for the Court's review (either by Class Counsel or as an attachment to a
9 declaration from the Settlement Administrator). Regardless of the form, an
10 objection alone will not satisfy the requirement that a Settlement Class
11 Member must either make a timely complaint in intervention before final
12 judgment or by filing a motion to set aside and vacate the class judgment
13 under Code of Civil Procedure section 663, to have standing to appeal entry of
14 judgment approving this Settlement, as is required under the California
15 Supreme Court decision of *Hernandez v. Restoration Hardware* (2018) 4 Cal.
16 5th 260. A Settlement Class Member who does not object prior to or at the
17 final approval hearing to be conducted by the Court will be deemed to have
18 waived any objections and will be foreclosed from making any objections
19 (whether at the final approval hearing to be conducted by the Court, by appeal,
20 or otherwise) to the Settlement. If the objecting Settlement Class Member
21 does not formally intervene in the action or move to set aside any judgment
22 and/or the Court rejects the Settlement Class Member's objection, the
23 Settlement Class Member will still be bound by the terms of this Agreement
24 and the Settlement. Class Counsel and Defendant's Counsel may, at least five
25 (5) days (or some other number of days as the Court shall specify) before the
26 final approval hearing, file responses to any written objections submitted to the
27 Court.
28

THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES

34. Subject to the Court's approval, and subject to reconsideration by the Parties after a competitive bidding process, the Parties have agreed to the appointment of Simpluris, Inc. to perform the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice, both in English and Spanish, to the Class Members.

35. The Settlement Administrator will independently review the Covered Workweeks and PAGA Pay Periods attributed to each Class Member and PAGA Employee and will calculate the estimated amounts due to each Class Member and the actual amounts due to each Settlement Class Member and PAGA Employee in accordance with this Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement Administrator shall be granted reasonable access to Defendant's records in order to perform its duties.

36. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement Amount from Defendant, the Settlement Administrator will issue and send out the Settlement Payment checks to the Settlement Class Members and the PAGA Settlement Payments to the PAGA Employees. Tax treatment of the Class Settlement Payments and PAGA Settlement Payments will be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out.

37. The Settlement Administrator will post the final judgment approving the Settlement on a website maintained by the Settlement Administrator for a period of not less than ninety (90) days after the final judgment is entered. The address of that website will be included in the Notice.

ATTORNEY'S FEES AND COSTS

38. In consideration for resolving this matter and in exchange for the release of all claims by the Settlement Class Members, including Plaintiff, and subject to approval by the Court, Defendant will not object to Class Counsel's application for attorney's fees not to exceed thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount (one-hundred-fifty thousand dollars and no cents (\$150,000.00) of four-hundred-fifty thousand dollars and no cents (\$450,000.00)) and litigation

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costs not to exceed twenty-five thousand dollars and no cents (\$25,000.00). The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be added to the Net Settlement Amount. The Parties agree that there is no prevailing party, and the Class and Class Counsel shall not be entitled to any fees or costs other than those awarded out of and deducted from the Gross Settlement Amount. As with the Class Settlement Payments to the Settlement Class, the attorney's fees and costs approved by the Court shall be distributed by the Settlement Administrator to Class Counsel within fourteen (14) days of the receipt of settlement funds by the Settlement Administrator. In the event that the Court awards less than twenty-five percent (25%) of the Gross Settlement Amount for attorney's fees, Class Counsel shall retain the right to appeal that portion of any final approval order and judgment issued by the Court.

THE NOTICE PROCESS

39. A Notice in approximately the form attached hereto as Exhibit "A," and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice shall be translated into Spanish so that Spanish and English language versions of the Notice are included in the mailing.

- (a) Within twenty-one (21) days from the date of preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator a class database containing the following information for each Class Member: (1) name; (2) last known address; (3) social security number; and (4) dates of employment at Defendant's locations in California. This database shall be based on Defendant's payroll and other business records and shall be provided in a reasonable format to the Settlement Administrator. Defendant agrees to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement

1 Administrator. The Settlement Administrator will run a check of the Class
2 Members' addresses against those on file with the U.S. Postal Service's
3 National Change of Address List; this check will be performed only once per
4 Class Member by the Settlement Administrator. Absent mutual written
5 agreement of counsel for the Parties or Court order, the Settlement
6 Administrator will keep this database confidential from third parties and
7 secure and use it only for the purposes described herein, and will return this
8 database to Defendant upon final approval of the settlement or destroy
9 electronic records containing the database after the Settlement is final and all
10 payments are distributed as required under this Agreement.

- 11 (b) Within fourteen (14) days after the Class database is provided to the
12 Settlement Administrator, the Settlement Administrator will mail the Notices
13 to the Class Members by First Class United States mail.
- 14 (c) Notices returned to the Settlement Administrator as non-deliverable on or
15 before the initial Response Deadline shall be resent to the forwarding address,
16 if any, on the returned envelope. A returned Notice will be forwarded by the
17 Settlement Administrator any time that a forwarding address is provided with
18 the returned mail. If there is no forwarding address, the Settlement
19 Administrator will perform a skip trace to locate a new address using the Class
20 Member's social security number or other information. In any instance where
21 a Notice is re-mailed, that Class Member will have until the extended
22 Response Deadline as described above to submit objections or request
23 exclusion. A letter prepared by the Settlement Administrator will be included
24 in the re-mailed Notice in that instance, stating the extended Response
25 Deadline. Upon completion of these steps by the Settlement Administrator,
26 Defendant and the Settlement Administrator shall be deemed to have satisfied
27 their obligations to provide the Notice to the affected Class Member. The
28 affected Class Member shall remain a member of the Settlement Class and

shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment.

(d) Class Counsel shall provide to the Court, at least five (5) days prior to the deadline to file the motion for final approval, or such other date as set by the Court, a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices.

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

40. As set forth above, each Settlement Class Member will have until the expiration of the applicable Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Settlement Class Member's Covered Workweek information on the Notice. No disputes will be honored if they are submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Settlement Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of mailing.

41. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and PAGA Settlement Payments may be combined into one check. Settlement Payment checks shall remain valid and negotiable for one-hundred-eighty (180) days from the date of their issuance. Settlement Payment checks will automatically be cancelled by the Settlement Administrator if they are not cashed by the Settlement Class Member within that time, and the Settlement Class Member's relevant claims will remain released by the Settlement. Settlement Payment checks which have expired will not be reissued.

42. Funds from uncashed or abandoned Settlement Class Payment checks or PAGA Settlement Checks, based on a one-hundred eighty (180)-day void date, shall be transmitted by the Settlement Administrator to the California State Controller's Office for Unclaimed Property in the name of each Settlement Class Member and/or PAGA Employee who failed to cash their Settlement Payment check prior to the void date. The Settlement Administrator shall mail a reminder postcard to any class member whose Settlement Class Payment check or PAGA Settlement check is not cashed within sixty (60) calendar days after the date of mailing.

43. Upon completion of its calculation of Settlement Class Payments and PAGA Settlement Payments, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amounts of all payments to be made to Settlement Class Members (to be identified anonymously by employee number or other identifier). A declaration attesting to completion of all payment obligations will be provided to Class Counsel and Defendant's Counsel and filed with the Court by Class Counsel.

RELEASE BY THE PLAINTIFF AND BY THE CLASS AND PAGA EMPLOYEES

44. Release by Class and PAGA Employees. Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee, regardless of whether they have requested exclusion from the Settlement of Class Claims, will release claims as follows:

- (a) **Identity of Released Parties.** The released parties are the Defendant named in this complaint, together with their officers, directors, employees, and agents (collectively "Releasees").
- (b) **Date Release Becomes Active.** The Released Claims and Released PAGA Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Settlement Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.
- (c) **Claims Released by Settlement Class Members.** Each and every Settlement Class Member, on behalf of such Settlement Class Member and such Settlement Class Member's heirs and assigns, unless such Class Member has

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submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

- 1) any and all claims stated in the Complaints, or that could have been stated based on the facts alleged therein, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, unreimbursed employment-related expenditures, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 218.6, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, and 2802, derivative claims under California Business & Professions Code section 17200 et seq., and all claims under the governing Industrial Welfare Commission Wage Order ("Released Claims");

(d) **Claims Released by the Class, Including PAGA Employees.** Each and every PAGA Employee, on behalf of such PAGA Employee and such PAGA Employee's heirs and assigns, hereby releases Releasees from the following claims for the entire PAGA Period, regardless of whether they have requested exclusion from the Settlement as to Class Claims:

- 1) any and all claims for civil penalties, attorneys' fees, and costs pursuant to PAGA based on the claims and allegations stated in the operative Complaints and the LWDA Letter sent on March 29, 2021, or that could have been stated based on the facts alleged therein, including but not limited to claims for unpaid wages, minimum wage, overtime, meal periods, rest periods, unreimbursed employment-related expenditures, failure to provide suitable seating, waiting time penalties,

1 wage statement violations, and failure to timely pay wages during
 2 employment, and Sections 11, 12, and 14 of the applicable Industrial
 3 Welfare Commission Wage Order ("Released PAGA Claims").

4 Plaintiff does not release any PAGA Employees' claim for wages.

5 45. Release by Plaintiff and Class Representative. Upon the final approval by the Court of
 6 this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to
 7 such rights or claims as may be created by this Settlement, the Plaintiff, will release claims as follows:

8 (a) The Plaintiff hereby fully and finally releases and discharges the Releasees
 9 (defined in Section 42(a), above) from any and all of the released claims
 10 (defined in Section 42(c) and (d), above) and from any and all other claims,
 11 charges, complaints, liens, demands, agreements, contracts, covenants, actions,
 12 suits, causes of action, penalties, wages, obligations, debts, expenses, damages,
 13 attorneys' fees, costs, judgments, orders, and liabilities of whatever kind or
 14 nature in law, equity, or otherwise, known or unknown, suspected or
 15 unsuspected, that the Plaintiff had, now has, or may hereafter claim to have
 16 against the Released Parties arising out of, or relating in any way to, the
 17 Plaintiff's hiring by, employment with, separation of employment with, or any
 18 other transactions, occurrences, acts or omissions or any loss, damage or injury
 19 whatsoever, known or unknown, suspected or unsuspected, resulting from any
 20 act or omission by or on the part of any Released Party (the "Class
 21 Representative's Released Claims"), arising or accruing from the beginning of
 22 time up through the date of the final approval order and judgment issued by
 23 the Court ("Class Representative Released Period"). The Class
 24 Representative's Released Claims include, but are not limited to, claims
 25 arising from or dependent on the California Labor Code; the Wage Orders of
 26 the California Industrial Welfare Commission; California Business and
 27 Professions Code section 17200 et seq.; the California Fair Employment and
 28 Housing Act, Cal. Gov't Code section 12900 et seq.; the California Healthy

Workplaces, Healthy Families Act, Cal. Labor Code section 245 et seq., the California common law of contract and tort; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., the Portal to Portal Act, 29 U.S.C. § 251 et seq., and the Families First Coronavirus Response Act.

- (b) The Plaintiff also acknowledges that she has read Section 1542 of the Civil Code of the State of California, which provides as follows:
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, WHICH IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Plaintiff further warrants that Plaintiff understands that Section 1542 gives Plaintiff the right not to release existing claims of which Plaintiff is not now aware, unless she voluntarily chooses to waive this right. Having been so apprised, Plaintiff shall nevertheless voluntarily waive the rights described in Section 1542, and elects to assume all risks and to release the claims set forth in Section 43(a), above, that now exist in Plaintiff's favor, whether known or unknown.

EMPLOYMENT BY DEFENDANT

46. Employment of Plaintiff by Defendant is not consideration for, or a condition of, this Settlement.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

47. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action and PAGA Settlement, the Parties shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether

the proposed Settlement, including payment of attorney's fees and costs, and the Class Representative's Service Payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;

- (b) Conditionally certifying a Class for settlement purposes only;
- (c) Approving as to form and content the proposed Notice;
- (d) Directing the mailing of the Notice by the Settlement Administrator;
- (e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court;
- (f) Conditionally appointing Plaintiff and Class Counsel as representatives of the proposed Class Members; and,
- (g) Appointing Simpluris, Inc. as the Settlement Administrator.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

48. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- (c) Approving the Class Representative Service Payment to the Class Representative;
- (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
- (e) Adjudging Plaintiff and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement;
- (f) Entering a final judgment in the action;

(g) Adjudging that notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal.4th 969, as requests to be excluded from the Settlement do not apply to the Released PAGA Claims, and further affirming that the State's claims for civil penalties pursuant to PAGA are also extinguished;

(h) Directing the posting of the final judgment on a website maintained by the Settlement Administrator for a period of not less than ninety (90) days after entry of final judgment.

Any revised final judgments will also be provided to Defendant's Counsel for review and approval before they are submitted to the Court.

NULLIFICATION AND TERMINATION

49. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a Class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of Class Representative Service Payments; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason.

50. If five percent (5%) or more of the Class Members opt out of this Settlement, then Defendant in its sole discretion may terminate, nullify, and void this Settlement. The Settlement Administrator shall provide Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendant's Counsel must give Plaintiff's Counsel written notice, by facsimile, e-mail, or mail, no later than thirty (30) days after the Response Deadline. If this option is exercised by Defendant, Defendant shall be solely responsible for the costs incurred by the Settlement Administrator for the settlement administration.

51. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no Party shall be bound by any of its terms; and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

PARTIES' AUTHORITY

52. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

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

NO PRIOR ASSIGNMENTS

54. The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein, and that they are not on notice of any liens as to the Gross Settlement Amount or any right to attorneys' fees or costs.

NO ADMISSION OF LIABILITY

55. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all the claims and contentions alleged by the Plaintiff in this case. The Defendant has entered into this Settlement solely with the intention to avoid further disputes and litigation with

1 the attendant inconvenience and expenses.

2 ENFORCEMENT ACTIONS

3 56. In the event that one or more of the Parties to this Settlement institutes any legal action
4 or other proceeding against any other party or parties to enforce the provisions of this Settlement or to
5 declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled
6 to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert
7 witness fees incurred in connection with any enforcement actions.

8 NOTICES

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

13 Class Counsel:

14 Joseph Lavi
15 Vincent Granberry
16 Melissa A. Huether
17 Pooja Patel
18 LAVI & EBRAHIMIAN, LLP
19 8889 W. Olympic Blvd., Suite 200
20 Beverly Hills, California 90211
21 Telephone: (310) 432-0000
22 Facsimile: (310) 432-0001
23 jlavi@lelawfirm.com
24 vgranberry@lelawfirm.com
25 mhuether@lelawfirm.com

Counsel for Defendant:

Jason Morris
NEWMEYER & DILLION LLP
895 Dove Street, Fifth Floor
Newport Beach, CA 92660
Telephone: (949) 854-7000
Facsimile: (949) 854-7099
Jason.Morris@ndlf.com

26 CONSTRUCTION

27 58. The Parties hereto agree that the terms and conditions of this Settlement are the result
28 of lengthy, intensive arms-length negotiations between the Parties, including but not limited to an all-
day mediation with Steve Rottman, and this Settlement shall not be construed in favor of or against
any Party by reason of the extent to which any Party or his, her or its counsel participated in the
drafting of this Settlement.

27 CAPTIONS AND INTERPRETATIONS

28 59. Paragraph titles or captions contained herein are inserted as a matter of convenience

and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

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

INTEGRATION CLAUSE

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

WAIVER OF APPEALS

62. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney's fees in the event that the Court awards less than twenty-five percent (25%) of the Gross Settlement Amount as attorney's fees.

BINDING ON ASSIGNS

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

CLASS COUNSEL SIGNATORIES

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

COUNTERPARTS

65. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each

counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

FINAL JUDGMENT

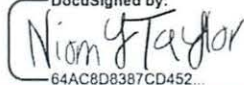
66. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety at or following the final approval hearing. The final judgment may be included in the final approval order and judgment as to this Settlement issued by the Court.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:

IT IS SO STIPULATED.

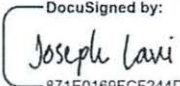
Plaintiff & Class Representative:

Dated: December 22, 2022

DocuSigned by:

 64AC8D8387CD452...
 By: NIOMY TAYLOR

Plaintiff's Counsel:

Dated: December 23, 2022

LAVI & EBRAHIMIAN, LLP
 DocuSigned by:

 871E0169FCF244D...
 By: Joseph Lavi
 Vincent Granberry
 Melissa A. Huether
 Pooja Patel
 Attorneys for Plaintiff NIOMY TAYLOR

Defendant:

Dated:

GR MANAGEMENT, INC.

By: RAJU S. VATSAVAI
 Print Name

 Signature
PRESIDENT
 Title

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Defendant's Counsel:

Dated: February 15, 2023

NEWMAYER & DILLION, LLP



By: Jason Morris
Attorneys for Defendant GR MANAGEMENT, INC.

NEWMAYER
DILLION

Exhibit A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Taylor v. GR Management, Inc.
Riverside County Superior Court Case No. CVRI2101671

and

Taylor v. GR Management, Inc.
Riverside County Superior Court Case No. CVRI2102839

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY GR MANAGEMENT, INC. IN CALIFORNIA AS AN HOURLY-PAID EMPLOYEE AT ANY TIME FROM MARCH 29, 2017, THROUGH MAY 1, 2022, THIS PUTATIVE CLASS, COLLECTIVE, AND PRIVATE ATTORNEYS GENERAL ACT ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS. PLEASE READ THIS NOTICE CAREFULLY.

Why you are receiving this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Taylor v. GR Management, Inc.*, Riverside County Superior Court Case No. CVRI2101671 (the “Class Action”) and a representative action lawsuit under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) entitled *Taylor v. GR Management, Inc.*, Riverside County Superior Court Case No. CVRI2102839 (the “PAGA Action”) (collectively, the Class Action and the PAGA Action are referred to as the “Actions”). As discussed below, the Settlement will result in payments to current and former non-exempt employees who worked for GR Management, Inc. (“Defendant”) in California at any time from March 29, 2017, through May 1, 2022. The proposed Settlement will resolve all claims in the Actions.

When used in this Notice, the following terms have the following meanings:

“Actions”	The Class Action and the PAGA Action.
“Class” or “Class Members”	All non-exempt employees of Defendant who worked for Defendant in California during the Class Period.
“Class Action”	<i>Niomy Taylor v. GR Management, Inc.</i> , Riverside County Superior Court Case No. CVRI2101671.
“Class Action Complaint”	The complaint filed in the Class Action on March 29, 2021.
“Class Claims”	All claims in the Class Action Complaint.
“Class Member”	A non-exempt employee who worked for Defendant in California at any time during the Class Period.
“Class Period”	March 29, 2017 through May 1, 2022.
“Complaints”	The Class Action Complaint and the PAGA Complaint.
“Defendant”	GR Management, Inc.
“Individual Class Settlement Payment”	A share of the settlement fund that will be made to a Settlement Class Member on a pro rata basis, based upon his or her workweeks during the Class Period.
“Individual PAGA Settlement Payment”	A share of the PAGA Allocation from settlement fund that will be made to a Settlement Class Member on a pro rata basis, based upon his or her workweeks during the PAGA Period
“LWDA Letter”	Plaintiff’s administrative exhaustion letter submitted to the LWDA in the PAGA Action on March 29, 2021.
“PAGA”	The Labor Code Private Attorneys General Act, California Labor Code sections 2688 <i>et seq.</i>
“PAGA Action”	<i>Niomy Taylor v. GR Management, Inc.</i> , Riverside County Superior Court Case No. CVRI2102839.

“PAGA Action Complaint”	The complaint filed in the PAGA Action on June 4, 2021.
“PAGA Employee”	A non-exempt employee who worked for Defendant in California at any time during the PAGA Period.
“PAGA Period”	March 29, 2020 through May 1, 2022.
“Plaintiff” and “Class Representative”	Niomy Taylor
“Settlement Administrator”	NAME OF SETTLEMENT ADMINISTRATOR, <<mailing address>>
“Settlement Class” or “Settlement Class Members”	Class Members who do not submit timely and compliant exclusion requests to the Settlement Administrator.
“Settlement Class Member”	A Class Member who does not timely requested to be excluded from the proposed Class of non-exempt employees who worked for Defendant in California at any time during the Class Period.

Defendant’s records indicate that you are a Class Member and/or a PAGA Employee as defined above. As a Class Member, you may be eligible to receive an Individual Class Settlement Payment based on the number of workweeks that you worked for Defendant in California during the Class Period and you will be bound by the release of claims described in this Notice and in the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement. A Class Member who excludes himself or herself from the Settlement will still be bound by the PAGA portion of the Settlement, to the extent he or she is also a PAGA Employee, and will receive an Individual PAGA Settlement Payment based on the number of pay periods that he or she worked for Defendant in California during the PAGA Period.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. Harold Hopp on <<FA Date and Time>> in Department 10 of the Riverside Superior Court, Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, to determine whether the Settlement is fair, adequate and reasonable.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Actions as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: << RESPONSE DATE>>	You have the option to exclude yourself from the Settlement Class and pursue a separate legal action against Defendant about the claims in the Class Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement Class by submitting a written Request to be Excluded. If you timely submit a Request to be Excluded, you will not receive any benefits under the Settlement except for a pro rata allocation of the PAGA portion of the settlement, and you will not be bound by the release of claims against Defendant, except for the PAGA portion of the release.
OBJECT TO THE SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: << RESPONSE DATE>>	You may also object to the terms of the Settlement. To object to the Settlement, you can mail a written explanation of why you don’t like the Settlement to the Settlement Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available, however, only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request to be Excluded if you wish to object. Written objections must be submitted to the Settlement Administrator by <<RESPONSE DATE>>.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

“All non-exempt employees of Defendant who worked for Defendant in California during the Class Period of March 29, 2017 through May 1, 2022.”

You were sent this Notice because you have a right to know about the proposed Settlement of the Actions and about your options before the Court rules on whether to finally approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Settlement Administrator appointed by the Court will make payments to Settlement Class Members and PAGA Employees that the Settlement allows. This Notice explains the Actions, the proposed Settlement, your legal rights, what benefits are available to you, and how to receive them.

What this case is about?

In the Class Action, Plaintiff alleges on behalf of herself and the Class that Defendant: (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to indemnify employees for employment-related expenditures; (6) failed to timely pay earned wages during employment; (7) failed to furnish accurate itemized wage statements; (8) failed to timely pay all earned wages and final paychecks due at the time of separation of employment; and (9) violated California's Unfair Competition Law, California Business and Professions Code section 17200 *et seq.* Plaintiff seeks unpaid wages, actual damages, penalties, liquidated damages, restitution, declaratory relief, injunctive relief, prejudgment interest, post-judgment interest, attorneys' fees, and costs.

In the PAGA Action, Plaintiff alleges on behalf of herself and the PAGA Employees that Defendant violated provisions of the Labor Code giving rise to civil penalty liability under PAGA.

On December 14, 2022, Plaintiff filed a First Amended Complaint in the Class Action to consolidate the claims alleged in the PAGA Action with those in the Class Action for purposes of the Settlement.

Defendant denies all liability arising from any of the Actions and is confident it has strong legal and factual defenses to Plaintiff's claims. Defendant contends that, at all relevant times, Defendant properly compensated all employees, properly reimbursed all employees, and fully complied with all applicable laws. Defendant also denies that the Actions are appropriate to maintain as a class or representative action.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

Why is there a settlement?

The parties disagree on the probable outcome of the Actions with respect to viability of the Class, liability, damages, and how much money could be recovered if Plaintiff won at trial. This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that this Settlement is fair, adequate, and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members and PAGA Employees.

What is a class action and PAGA settlement?

On <<**PA Date and Time**>>, the Court granted preliminary approval of the proposed Settlement. However, the Court must still approve the terms of the proposed Settlement as fair and reasonable before the Settlement becomes final. Once approved, the settlement will affect all Class Members, except those who have submitted a timely Request to be Excluded. The settlement will affect all PAGA Employees regardless of whether they opt out of the Class. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the estimated amount of money you may receive.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Joseph Lavi
Vincent Granberry
Melissa A. Huether
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
jlavi@lelawfirm.com
vgranberry@lelawfirm.com

Defendant's Counsel

Jason Morris
NEWMAYER & DILLION LLP
895 Dove Street, Second Floor
Newport Beach, CA 92660
Telephone: (949) 854-7000
Facsimile: (949) 854-7099
Jason.Morris@ndlf.com

What are the Settlement terms?

Subject to final Court approval, Defendant will pay a total of \$450,000 (the “Gross Settlement Amount”) to fully and finally resolve all claims in the Actions. The amount to be distributed to Settlement Class Members, i.e., Class Members who do not exclude themselves from the settlement (the “Net Settlement Amount”) will be the Gross Settlement Amount, minus the following amounts: (a) payment to the Settlement Administrator for administration fees and cost (up to an estimated maximum of \$6,000); (b) payment to the Plaintiff of a Class Representative Service Payment (\$9,900 to be requested); (c) payment to Class Counsel of Plaintiff’s attorneys’ fees (up to \$150,000 to be requested) (d) payment to Class Counsel of Plaintiff’s actual litigation costs (up to \$25,000 to be requested); and (d) payment of \$25,000 for resolution of all claims under PAGA (the “PAGA Allocation”). The actual amounts allocated to attorneys’ fees, litigation costs, the Class Representative Service Payment, the Settlement Administrator’s fees and costs, and the PAGA Allocation are all subject to Court approval. The Net Settlement Amount will be used to pay each Settlement Class Member a pro-rata Individual Class Settlement Payment based on the number of workweeks each Settlement Class Member worked for Defendant in California during the Class Period.

Calculation of Individual Class Settlement Payments. The Net Settlement Amount will be divided among all Settlement Class Members on a pro rata basis, based upon the total number of workweeks worked for Defendant by each respective Settlement Class Member in California as a non-exempt hourly employee during the Class Period. Your estimated individual workweeks during the Class Period and estimated Individual Class Settlement Payment are listed below:

You worked a total of << **Class Workweeks** >> workweeks in California during the Class Period. Based on your workweeks during the Class Period, your estimated Individual Class Settlement Payment is approximately \$<< **Est Individual Class Settlement Payment** >>.

The average Individual Class Settlement Payment to Class Members is estimated to be \$<< **Est Individual Class Settlement Payment** >>.

For tax reporting purposes, each Individual Class Settlement Payment will be allocated 20 percent as wages and 80 percent as penalties and interest. The wage portion of each Individual Class Settlement Payments will be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator will deduct applicable employee-side payroll taxes from the wage portion of each Individual Class Settlement Payment. The portion of each Individual Class Settlement Payment allocated to penalties and interest will be classified as other miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC without any tax withholding. All taxes owed on the other miscellaneous income portion of each Individual Class Settlement Payment will be the responsibility of the Settlement Class Member receiving the payment. The employer’s share of any payroll taxes will be separately paid by Defendant.

Calculation of Individual PAGA Settlement Payments. The PAGA Allocation will be distributed to the California Labor and Workforce Development Agency (“LWDA”) and to the PAGA Employees. In accordance with California law, 75 percent of the PAGA Allocation (or \$18,750) will be paid to the LWDA and the remaining 25 percent of the PAGA Allocation (or \$6,250) will be paid to the PAGA Employees on a pro-rata basis (the “Individual PAGA Settlement Payments”) based on the number of pay periods each PAGA Employee worked for Defendant in California during the PAGA Period. Your estimated individual pay periods during the PAGA Period and estimated Individual PAGA Settlement Payment are listed below:

You worked a total of << **PAGA Pay Periods** >> pay periods in California during the PAGA Period. Based on your pay periods during the PAGA Period, your estimated Individual PAGA Settlement Payment is approximately \$<< **Est Individual PAGA Settlement Payment** >>.

The average Individual PAGA Settlement Payment to PAGA Employees is estimated to be \$<< **Est Individual PAGA Settlement Payment** >>.

Each Individual PAGA Settlement Payment will be allocated as 100 percent miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC. Any taxes owed on the PAGA Settlement Payment will be the responsibility of the PAGA Employee receiving these payment.

Handling of Unclaimed and Uncashed Checks. All checks for Individual Class Settlement Payments and Individual PAGA Settlement Payments will remain valid and negotiable for 180 days from the date of the checks’ issuance and shall thereafter automatically be void if not cashed by a participating Settlement Class Member or PAGA Employee within that time. Any Individual Settlement Class Payment or Individual PAGA Settlement Payment that is not cashed by a Settlement Class

Member or PAGA Employee within 180 days of issuance will be transmitted by the Settlement Administrator to the California State Controller's Office for Unclaimed Property in the name of each check recipient who failed to cash his or her check prior to the void date. The Settlement Administrator will also void any tax documents issued to the Settlement Class Members or PAGA Employees who did not cash their checks within 180 days of issuance. In such event, the Settlement Class Member and/or PAGA Employee will nevertheless remain bound by the terms of the Settlement.

Neither the Parties nor attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel, Defendant's counsel, the Settlement Administrator, and the Court are unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member or PAGA Employee.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Award, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$150,000.00 (one-third of the Gross Settlement Amount) and reimbursement of reasonable costs incurred in the Actions not to exceed \$25,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payment of \$9,900 for Plaintiff for her efforts in bringing the case on behalf of the Class. The Parties estimate the cost of the Settlement Administrator will not exceed \$6,000. A proposed payment in the amount of \$18,750 will also be made to the LWDA for PAGA penalties, which represents 75 percent of the \$25,000 PAGA Allocation from the Gross Settlement Amount.

How you may dispute your workweek calculation?

Workweeks for Class Members are calculated based on the number of workweeks each Class Member worked for Defendant in California during the Class Period, i.e., March 29, 2017 through May 1, 2022. Pay periods for PAGA Employees are calculated based on the number of workweeks each PAGA Employee worked for Defendant in California during the PAGA Period, i.e., March 29, 2020 through May 1, 2022.

If you dispute the number of workweeks for which you were credited during the Class Period or the PAGA Period, you must submit your dispute ("Workweek Dispute") in writing and send it to the Settlement Administrator via fax or mail, postmarked or faxed no later than <<**+60 days from date of mailing**>> (the "Response Deadline"). Your Workweek Dispute must be sent to:

NAME OF SETTLEMENT ADMINISTRATOR, <<mailing address>>

Your Workweek Dispute must be in writing and must contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of workweeks you contend to have worked for Defendant in California during the Class Period and PAGA Period; and (c) any evidence supporting your contention. Defendant's records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Workweek Disputes, and the Settlement Administrator's decision will be final and non-appealable. **REMINDER:** If you believe your estimated Individual Class Settlement Amount or Individual PAGA Settlement Payment is incorrect because your workweek calculation is inaccurate, the deadline to submit a written Workweek Dispute to the Settlement Administrator, with any supporting evidence, is <<**RESPONSE DATE**>>.

What claims are being released by Settlement Class Members and PAGA Employees?

Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class, and each Class Member who has not submitted a valid and timely request for exclusion as to claims in the Class Action, and each PAGA Employee, regardless of whether they have requested exclusion from the Settlement of Class claims, will release claims as follows:

(a) **Identity of Released Parties.** The released parties are the Defendant named in this complaint, together with their officers, directors, employees, and agents (collectively "Releasees").

(b) **Date Release Becomes Active.** The Released Claims and Released PAGA Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, **and** Defendant has paid all amounts owing under the Settlement.

(c) **Claims Released by Settlement Class Members Only.** Each and every Settlement Class Member, on behalf of such Settlement Class Member and such Settlement Class Member's heirs and assigns, unless such Class Member has

submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

(1) any and all claims stated in the Complaints, or that could have been stated based on the facts alleged therein, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, unreimbursed employment-related expenditures, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 218.6, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, and 2802, derivative claims under California Business & Professions Code section 17200 et seq., and all claims under the governing Industrial Welfare Commission Wage Order ("Released Claims");

(d) **Claims Released by the Class, Including All PAGA Employees.** Each and every PAGA Employee, on behalf of such PAGA Employee and such PAGA Employee's heirs and assigns, hereby releases Releasees from the following claims for the entire PAGA Period, regardless of whether they have requested exclusion from the Settlement as to Class Claims:

(1) any and all claims for civil penalties, attorneys' fees, and costs pursuant to PAGA based on the claims and allegations stated in the operative Complaints and the LWDA Letter sent on March 29, 2021, or that could have been stated based on the facts alleged therein, including but not limited to claims for unpaid wages, minimum wage, overtime, meal periods, rest periods, unreimbursed employment-related expenditures, failure to provide suitable seating, waiting time penalties, wage statement violations, and failure to timely pay wages during employment, and Sections 11, 12, and 14 of the applicable Industrial Welfare Commission Wage Order ("Released PAGA Claims"). Plaintiff does not release any PAGA Employees' claim for wages.

What are your Options at this time?

As a Class Member, you have two options under this Settlement, each of which is further discussed below. You may: (Option A) remain in the Class and receive an Individual Class Settlement Payment and an Individual PAGA Settlement Payment; or (Option B) exclude yourself from the Settlement Class and receive only an Individual PAGA Settlement Payment. If you choose Option A, you may also object to the Settlement, as explained below.

OPTION A. Remain in the Class. If you choose Option A and remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any judgment that will be entered in the Action, including the release of the Released Claims as described above.

If you wish to remain in the Class and be eligible to receive an Individual Class Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any and all amounts paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

If you chose Option A, but you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you have several options that you may use to object or express any concerns. To object, you may appear in person at the final approval hearing, have an attorney object for you, or submit a written brief or statement of objection ("written objection") to the Settlement Administrator at **NAME OF SETTLEMENT ADMINISTRATOR** <<address>>. If you submit a written objection to the Settlement Administrator, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; and (3) your signature. Your written objection must be postmarked on or before <<**Response Deadline**>> and set to the Settlement Administrator at the Settlement Administrator's address listed above to ensure that it is received in time to be considered by the Court. Alternatively, you may complete and submit the attached Objection Form. You can also hire an attorney at your own expense to represent you with respect to your objection. The Parties may file responses to any written objection before the final approval hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the settlement hearing. **Regardless of any objection, however, if you choose Option A, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

An objection alone will not satisfy the legal requirements for a Settlement Class Member to appeal a judgment entered in the Actions. In order to have standing to appeal a judgment entered following an order finally approving this Settlement, a Settlement Class Member must formally intervene and become a party of record in the Class Action to appeal, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class. If you do not want to be part of the Settlement Class, you must submit a written Request to be Excluded to the Settlement Administrator at **NAME OF SETTLEMENT ADMINISTRATOR** <<address>>. In order to be valid, your written Request to be Excluded must be signed and must include your name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the Settlement). Alternatively, you may complete and submit the attached Request for Exclusion Form.

Your written Request to be Excluded from the Settlement or completed Request for Exclusion Form must be signed and postmarked on or before <<**Response Deadline**>>. If you do not submit a written Request to be Excluded or completed Request for Exclusion Form on time (as evidenced by the postmark), your written request to be excluded will be rejected, you will be deemed a participating Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written Request to be Excluded or Request for Exclusion Form by the deadline to request exclusion, you will have no further role in the Action, and **you will not be entitled to any benefit, including an Individual Class Settlement Payment**, as a result of the Actions and Settlement. However, as a PAGA Employee you will still be entitled to receive an Individual PAGA Settlement Payment and you will still release the PAGA claims against Defendant described above. Moreover, if you submit a Request to be Excluded or Request for Exclusion Form, you will not be able to object to the Settlement or complain to the Court about any aspect of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness, and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representative Service Payment to Plaintiff, the Settlement Administrator's costs, and the payment to the LWDA for PAGA penalties on <<**FA Date and Time**>> in Department 10 of the Riverside Superior Court, Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. The hearing may be a telephonic or video-teleconference hearing only. If you wish to attend the final approval hearing remotely via telephone or video-teleconference, visit <https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php> for instructions on how to do so. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the final approval hearing to receive an Individual Class Settlement Payment or Individual PAGA Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted by **NAME OF SETTLEMENT ADMINISTRATOR** on its website at _____.

IF YOUR ADDRESS CHANGES AT ANYTIME FOLLOWING YOUR RECEIPT OF THIS NOTICE, IT IS IMPORTANT THAT YOU ADVISE THE SETTLEMENT ADMINISTRATOR SO THAT YOU TIMELY RECEIVE YOUR SETTLEMENT PAYMENT. YOU CAN CONTACT THE SETTLEMENT ADMINISTRATOR AT: **NAME OF SETTLEMENT ADMINISTRATOR, <<mailing address>>**

How to get additional information?

This Notice summarizes the Actions and the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action and PAGA Settlement attached to the Declaration of **PLAINTIFF COUNSEL NAME** in Support of Plaintiff's Motion for Preliminary Approval. For information inspecting and/or copying the Joint Stipulation of Class Action and PAGA Settlement and any other records relating to the Actions, visit the Riverside Superior Court's public access webpage at <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>. Class Members may be required to make an appointment with the Court. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above. Additional information regarding the Action and this Settlement is available at: <<**CASE WEBSITE**>>.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

Taylor v. GR Management, Inc.
Riverside County Superior Court Case No. CVRI2101671

and

Taylor v. GR Management, Inc.
Riverside County Superior Court Case No. CVRI2102839

EXCLUSION FORM

If you do not want to be part of the Settlement, you must submit this written request by mail or fax to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator at *Taylor v. GR Management, Inc.* Settlement, [address], [City], [State] [Zip], postmarked or faxed on or before **[Response Deadline]** at:

Taylor v. GR Management Settlement Administrator
c/o _____

FAX NUMBER: _____
EMAIL: _____

If you do not submit a timely and valid Request to be Excluded or Exclusion Form, you will be deemed a Settlement Class Member, you will receive a settlement payment, and you will be bound by the Released Claims and release the Released Claims as described in the Notice and all other terms of the Settlement, whether favorable or not.

If you submit this Exclusion Form, you will retain the right to bring an individual claim, and you will not be entitled to any benefits as a result of the Joint Stipulation of Class Action and PAGA Settlement and will not be entitled to or permitted to assert an objection to the Settlement. Note that even if you exclude yourself from the Class Release, you will remain an PAGA Employee (if you worked for Defendant as a Class Member between March 29, 2020 through May 1, 2022) and receive an Individual PAGA Settlement Payment.

By submitting this form, you are stating: "I wish to exclude myself from the settlement reached in the matter of *Taylor v. GR Management, Inc.* I understand the consequences of excluding myself and understand I will not receive a Settlement Payment but I will have the option to pursue legal action against Defendant."

In order to be valid, you must provide the following information and sign below:

Full name: _____
Address: _____

City, State, Zip Code: _____

Last four digits of your social security number or Employee ID: _____
Your Signature: _____