

LAW OFFICES OF MARK YABLONOVICH
Mark Yablonovich (SBN 186670)
Mark@Yablonovichlaw.com
Monica Balderrama (SBN 196424)
Monica@Yablonovichlaw.com
Tony Roberts (SBN 315595)
Tony@Yablonovichlaw.com
9595 Wilshire Boulevard, Suite 900
Beverly Hills, CA 90212
Telephone: (310) 286-0246 • Fax: (310) 407-5391

Attorneys for Plaintiff Sara Argueta

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Douglas J. Farmer, SBN 139646
douglas.farmer@ogletree.com
Charles L. Thompson, IV, SBN 139927
charles.thompson@ogletree.com
One Embarcadero Center, Suite 900
San Francisco, CA 94111
Telephone: 415-442-4810
Facsimile: 415-442-4870

Attorneys for Defendant SMM Facilities, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

SARA ARGUETA, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiff,

vs.

SMM FACILITIES, INC., a California
Corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No.: RG21100765

Assigned for all purposes to Hon. Brad Seligman,
Dept. 22

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

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

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Settlement Agreement,” or “Stipulation”) is made and entered into by and between Plaintiff Sara Argueta (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, as well as on behalf of the State of California in her capacity as private attorney general, and Defendant SMM Facilities, Inc., (“Defendant”). (Plaintiff and Defendant are referred to as the “Parties.”)

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means the action entitled *Argueta v. SMM Facilities, Inc.*, commenced on June 1, 2021, in the Superior Court of the State of California for the County of Alameda, Case No. RG21100765.

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Plaintiff’s Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Plaintiff’s Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of the Judgment in the Action, and expenses for any experts. Attorneys’ Fees and Costs shall be paid to Plaintiff’s Counsel, the Law Offices of Mark Yablonovich. The Parties have agreed to, and Defendant will not oppose, an application to the Court for Attorneys’ Fees in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) and Costs not to exceed Twenty Thousand Dollars (\$20,000) to Plaintiff’s Counsel. Plaintiff’s Counsel will not seek Attorneys’ Fees in excess of one-third (33⅓%) of the Gross Settlement Amount (which is subject to a proportional increase in Paragraph 51) or the agreed-upon Costs.

3. “Class Counsel” or “Plaintiff’s Counsel” means the Law Offices of Mark Yablonovich, and the terms “Class Counsel” and “Plaintiff’s Counsel” are used interchangeably.

4. “Class Data” means a complete list of all Class Members and PAGA Members that

Defendant will provide to the Settlement Administrator in an electronic database within fifteen (15) calendar days after Preliminary Approval of this Settlement. The Class Data shall contain the Class Members' and PAGA Members' full names, last known contact information, Social Security numbers, and the number of workweeks each Class Member and the number of pay periods each PAGA Member worked at least one shift as a non-exempt employee in California in the Class and PAGA Periods, respectively. This information shall remain confidential and will not be shared with Plaintiff or her counsel except as set forth in provision 45.a.iii. This provision shall not preclude the Settlement Administrator from sharing information relating to specific Class Members if the need arises with respect to any objections, disputes, or similar issues or a Class Member's or PAGA Member's request to speak with Plaintiff's Counsel during the settlement approval process; provided, however, that Plaintiff's Counsel will not have access to the last known contact information or Social Security numbers for any Class Member unless agreed to in writing by Defendant's Counsel, or such Class Members voluntarily agree to provide such information to Plaintiff's Counsel.

5. "Class Member(s)," "Class," or "Settlement Class" means all persons who were employed by Defendant as non-exempt hourly-paid employees within the State of California at any time during the Class Period.

6. "Class Member Payments" means each Class Member's share of the Net Settlement Amount, to be distributed to the Class Members who do not submit a Request for Exclusion.

7. "Class Period" or "Settlement Class Period" means the period from March 26, 2019 through March 31, 2023.

8. "Class and PAGA Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA Members, as well as the state of California, and for her general release of claims. The Class and PAGA Representative Enhancement Payment is separate and apart from any money Plaintiff is entitled to as a Class Member or PAGA Member. Defendant will not oppose Plaintiff's application to the Court for a Class and PAGA Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000).

9. "Complaint" means the original complaint filed in the Action for violations of the

California Labor Code, pursuant to Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, et seq., which the Parties have agreed to amend pursuant to Paragraph 44.a.

10. “Court” means the Superior Court of the State of California for the County of Alameda, or any other Superior Court of the State of California taking jurisdiction of the Action.

11. “Defendant” means Defendant SMM Facilities, Inc.

12. “Defendant’s Counsel” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

13. “Effective Date” means the Court’s approval of the filing of the First Amended Class Action Complaint as set forth in Paragraph 44.a. and one of the following: (i) if no objection to the Settlement has been made, the Effective Date is the date on which the Court signs and enters the Order of Final Approval of Settlement and Judgment; or (ii) if an objection to the Settlement has been made, then the Effective Date is the date on which the Judgment entered by the Court, upon approval of the Settlement, is no longer subject to appeal and thus becomes final, and more specifically: (a) the date of final affirmance of an appeal of the judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the judgment; or (c) if no appeal is filed, the expiration date of the time for the filing of or noticing of any form of valid appeal from the judgment (i.e., sixty (60) calendar days after the entry of judgment, pursuant to California Rule of Court 8.104 and California Code of Civil Procedure section 904.1).

14. “Final Approval” or “Order of Final Approval of Settlement and Judgment” means the date on which the Court enters an order granting final approval of the Settlement Agreement and issues judgment.

15. “First Amended Class Action Complaint and Enforcement Action Under the Private Attorneys General Act” or “FAC” means the amended complaint filed or to be filed in the Action via stipulation pursuant to Paragraph 44.a. by Plaintiff against Defendant alleging claims for violations of the following California Labor Code sections: (1) 510 and 1198 (failure to pay overtime wages); (2) 1182.12, 1194, 1197, 1197.1, and 1198 (failure to pay minimum wages); (3) 226.7, 512(a), and 1198 (failure to provide meal periods); (4) 226.7 and 1198 (failure to provide rest periods); (5) 226(a), 226(e), 1174(d), and 1198 (failure to provide accurate itemized wage statements, accurate and complete payroll records, and accurate and complete timekeeping records); (6) 204 and 210 (failure to timely pay wages

during employment); (7) 201, 202 and 203 (failure to timely pay wages upon termination); (8) 223 (secret underpayment of wages); (9) 2810.5 (failure to provide written notice of material information); (10) 2800 and 2802 (unreimbursed business expenses); (11) California Business & Professions Code sections 17200, et seq. (unfair business practices); and (12) 2698 et seq. pursuant to PAGA.

16. “Gross Settlement Amount” means the maximum settlement amount of Seven Hundred Fifty Thousand Dollars (\$750,000), to be paid by Defendant in full satisfaction of all Released Claims arising from the Action, which includes all Class Member Payments to Participating Class Members, Attorneys’ Fees and Costs to Plaintiff’s Counsel, the Class and PAGA Representative Enhancement Payment to Plaintiff, the PAGA Settlement Amount, and Settlement Administration Costs to the Settlement Administrator. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth in this Agreement.

17. “Individual Pay Periods” means the number of Pay Periods for an individual PAGA Member.

18. “Individual Settlement Payments” means both the Class Member Payment and PAGA Member Payment.

19. “Individual Workweeks” means the number of Workweeks for an individual Class Member.

20. “LWDA” means the California Labor and Workforce Development Agency.

21. “LWDA PAGA Payment” means the payment to be made to the LWDA as its 75% share of the PAGA Settlement Amount, namely \$56,250.00, as consideration for settlement of claims for civil penalties under PAGA.

22. “Memorandum of Agreement” or “MOA” means the short form memorandum of agreement executed by the Parties on or about November 11, 2023.

23. “Net Settlement Fund” or “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deduction of the approved Class and PAGA Representative Enhancement Payment, Settlement Administration Costs, the PAGA Settlement Amount, and Plaintiff’s Attorneys’ Fees and Costs. The entire Net Settlement Amount will be distributed to Participating Class Members.

24. “Notice of Objection” means a Class Member’s valid written objection to the Settlement Agreement. For the Notice of Objection to be valid, it should include: (a) the objector’s full name and telephone number; (b) a written statement of all grounds for the objection accompanied by any legal support, if any, for such objection; and (c) copies of any papers, briefs, or other documents, if any, upon which the objection is based. Any Class Member who does not submit a timely written objection to the Settlement, or who fails to otherwise comply with the specific requirements of this Paragraph 24, will be foreclosed from objecting to the Settlement and/or seeking any adjudication or review of the Settlement, by appeal or otherwise.

25. “Notice Packet” means the Notice of Class and PAGA Action Settlement, substantially in the form attached as Exhibit A.

26. “PAGA Member(s),” or “Allegedly Aggrieved Employee(s)” means all persons who were employed by Defendant as non-exempt hourly-paid employees within the State of California at any time during the PAGA Period.

27. “PAGA Member Payment” means each PAGA Member’s share of the PAGA Settlement Amount.

28. “PAGA Notice Letter” refers to the March 26, 2021 PAGA Notice Letter filed by Plaintiff with the LWDA.

29. “PAGA Period” means the period from March 26, 2020 through March 31, 2023.

30. “PAGA Settlement Amount” means the amount the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., “PAGA”). The Parties have agreed that Seventy-Five Thousand Dollars (\$75,000) of the Gross Settlement Amount will be allocated to the resolution of the LWDA’s and PAGA Members’ claims arising under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%), or Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250) of the PAGA Settlement Amount, will be paid to the LWDA (“LWDA PAGA Payment”), and the remaining Twenty-Five Percent (25%), or Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750), will be distributed to the PAGA Members (“PAGA Net Fund”).

31. “Parties” means Plaintiff and Defendant collectively.

32. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

33. “Pay Periods” means the biweekly pay periods worked by PAGA Members during the PAGA Period.

34. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

35. “Released Class Claims” means the claims released by Class Members, other than those who submit valid requests for exclusion, and are all and causes of action that were or could have been asserted based on the facts alleged in the original Complaint and First Amended Class Action and PAGA Complaint and PAGA Notice Letter arising during the Class Period. The Released Class Claims specifically include alleged violations of California Labor Code sections: (a) 510 and 1198 (failure to pay overtime wages); (b) 1182.12, 1194, 1197, 1197.1, and 1198 (failure to pay minimum wages); (c) 226.7, 512(a), and 1198 (failure to provide meal periods); (d) 226.7 and 1198 (failure to provide rest periods); (e) 226(a), 226(e), 1174(d), and 1198 (failure to provide accurate wage statements, accurate and complete payroll records, and accurate and complete timekeeping records); (f) 204 and 210 (failure to timely pay wages during employment); (g) 201, 202 and 203 (failure to timely pay wages upon termination); (h) 223 (secret underpayment of wages); (i) 2810.5 (failure to provide written notice of material information); (j) 2800 and 2802 (failure to unreimbursed necessary business expenses); and (k) California Business & Professions Code sections 17200, et seq. (unfair business practices) premised on the facts, claims, or legal theories described herein or in the Action.

36. “Released PAGA Claims” means all claims for PAGA civil penalties that were or could have been asserted based on the facts alleged in the original Complaint, First Amended Class Action and PAGA Complaint, and PAGA Notice Letter, arising during the PAGA Period, including the following: (a) all claims for civil penalties stated in the Action alleging violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802 and 2810.5 and California Code of Regulations Title 8, Section 11040; (b) all claims for civil penalties for alleged failure to pay overtime wages; (c) all claims for civil penalties for alleged failure to pay minimum wages; (d) all claims for civil penalties for alleged failure to provide meal periods; (e) all claims for civil

1 penalties for alleged failure to provide rest periods; (f) all claims for civil penalties for alleged failure to
2 provide accurate wage statements; (g) all claims for civil penalties for alleged failure to provide accurate
3 and complete payroll records; (h) all claims for civil penalties for alleged failure to provide accurate and
4 complete timekeeping records; (i) all claims for civil penalties for alleged failure to timely pay wages
5 during employment; (j) all claims for civil penalties for alleged failure to timely pay wages upon
6 termination; (k) all claims for civil penalties for alleged secret underpayment of wages; (l) all claims for
7 civil penalties for alleged failure to provide written notice of material information; and (m) all claims for
8 civil penalties for alleged failure to unreimbursed necessary business expenses. The Released PAGA
9 Claims do not include individual claims other than those under the Released Class Claims, unless a valid
10 request for exclusion is exercised.

11 37. "Released Parties" means Defendant SMM Facilities, Inc., and includes any and all of
12 its past, present and/or future, direct and/or indirect, officers, parents, subsidiaries, affiliates, related
13 persons or entities, joint employers, predecessors, assigns, successors, and each of their officers,
14 directors, employees, partners, shareholders, members, managers, managing agents, owners, agents,
15 attorneys, insurers, servants, and representatives, and any other of their successors, assigns, affiliates,
16 related persons or entities or legal representatives, and joint venturers, and all persons acting under, by,
17 through or in concert with any of them, and each of them, as well as any other person or entity which
18 could be jointly and/or severally liable with any of the aforementioned released parties.

19 38. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
20 request to be excluded from the Settlement. The Request for Exclusion must include the Class Member's
21 full name and telephone number and a statement that the Class Member does not wish to be included in
22 the settlement. The Request for Exclusion must be returned by mail to the Settlement Administrator at
23 the specified address and be postmarked on or before the Response Deadline. The date of the postmark
24 on the return mailing envelope will be the exclusive means by which to determine whether a Request for
25 Exclusion has been timely submitted. A Class Member who does not request exclusion from the
26 Settlement will be deemed a Participating Class Member and will be bound by all terms of the
27 Settlement Agreement if the Settlement is granted final approval by the Court. PAGA Members cannot
28 request exclusion from the PAGA Settlement.

1 39. “Response Deadline” means the deadline by which Class Members must postmark to
2 the Settlement Administrator valid Requests for Exclusion, or postmark Notices of Objection to the
3 Settlement Administrator. The Response Deadline shall be sixty (60) calendar days from the initial
4 mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls
5 on a Sunday or Federal holiday, in which case the Response Deadline shall be extended to the next day
6 on which the U.S. Postal Service is open. The Response Deadline may be extended by express
7 agreement between Plaintiff’s Counsel and Defendant. Except as expressly set forth in this Agreement,
8 the Settlement Administrator will not have the authority to unilaterally extend the deadline for Class
9 Members to submit a Request for Exclusion, or objection to the settlement.

10 40. “Settlement Administrator” means the third-party class action settlement administrator
11 chosen by Plaintiff’s Counsel and with Defendant’s approval not unreasonably withheld and approved
12 by the Court for the purposes of administering this Settlement. The Settlement Administrator’s duties
13 shall include, but are not limited to, reporting payment of the Individual Settlement Payments to all
14 required taxing and other authorities, taking appropriate withholding from the Individual Settlement
15 Payments, and issuing IRS Forms W-2 and 1099. The Settlement Administrator will also pay all
16 employer payroll taxes that will be separately funded by Defendant and shall not come from the Gross
17 Settlement Amount. It is also understood and agreed that the Settlement Administrator will establish a
18 Qualified Settlement Fund, or QSF, pursuant to Section 468B(g) of the Internal Revenue Code for the
19 purpose of administering the Settlement.

20 41. “Settlement Administration Costs” means the costs payable from the Gross Settlement
21 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
22 translating the Notice to Spanish, printing, distributing, and tracking documents for this Settlement,
23 mailing reminder postcards, calculating estimated amounts per Class Member, reporting payment of the
24 Individual Settlement Payments to all required taxing and other authorities, taking appropriate
25 withholding from the Individual Settlement Payments, issuing IRS Forms W-2 and 1099, tax reporting,
26 distributing the Gross Settlement Amount, Plaintiff’s Counsel Award, enhancement payment, and
27 providing necessary reports and declarations, and other duties and responsibilities set forth in this
28 Agreement in order to process this Settlement, and as requested by the Parties or Court. All of the costs,

fees and expenses incurred by the Settlement Administrator in performing these functions shall be paid and deductible from the Gross Settlement Amount. The Settlement Administration Costs are not to exceed Twenty Thousand Dollars (\$20,000). Any Settlement Administration Costs not paid to the Settlement Administrator will be redistributed to the Class Members pro rata.

42. “Workweek(s)” means any seven consecutive days, starting with the same calendar day each week. “Workweek(s)” is a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods.

TERMS OF AGREEMENT

Plaintiff, on behalf of herself, the Settlement Class and the PAGA Members, and Defendant, agree as follows:

43. **Monetary Terms of Settlement:**

a. Gross Settlement Amount: The Gross Settlement Amount is Seven Hundred Fifty Thousand Dollars (\$750,000) subject to the terms and conditions in this Agreement. The Gross Settlement Amount includes all: (i) payments to Class Members; (ii) payments to PAGA Members; (iii) Attorneys’ Fees and Costs; (iv) Settlement Administration Costs; (v) the LWDA Payment; and (vi) Class and PAGA Representative Enhancement Payment. Defendant will be separately responsible for any employer-side payroll taxes required by law, including the employer FICA (Social Security and Medicare) and unemployment insurance (FUTA and SUTA/SUI), which shall not be paid from the Gross Settlement Amount. Except as to separate payroll taxes due on the wage portion of the Settlement Amount and as otherwise provided in this Agreement, under no circumstances will Defendant be obligated to pay more than the Gross Settlement Amount. Each Participating Class Member and PAGA Member will be responsible for paying their share of taxes due on their portion of the Gross Settlement Amount.

b. Division of Settlement Amounts:

i. **Type of Settlement:** This Settlement is non-reversionary. Defendant maintains no reversionary right to any portion of the Gross Settlement Amount. This Settlement does not require Class Members or PAGA Members to submit a claim form to participate in the Settlement.

ii. **Calculation of Class Member Payments from the Net Settlement**

Fund: Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Class Member Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's "Class Member Payment" will be calculated by multiplying each individual Class Member's Individual Workweeks by the Workweek Value. The Class Member Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth in this Agreement, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Class Member Payment for each Participating Class Member according to the number of Individual Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

iii. **Calculation of PAGA Member Payments:** Defendant will calculate the total number of Pay Periods worked by each PAGA Member during the PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "PAGA Member Payment," the Settlement Administrator will use the following formula: The PAGA Net Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each PAGA Member's "PAGA Member Payment" will be calculated by multiplying each individual PAGA Member's Individual Pay Periods by the PAGA Workweek Value. The entire PAGA Net Fund will be disbursed to all PAGA Members.

iv. **Funding of Gross Settlement Amount:** Defendant shall make a one-time deposit of the Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars (\$750,000) into a Qualified Settlement Account (to be established by the Settlement Administrator) within fourteen (14) calendar days of the Effective Date if no objection is made; or if an objection is filed, the Gross Settlement Amount will be funded on the 65th day following entry of Judgment (provided no appeal is

1 filed), or if an appeal to the Judgment is filed, the Gross Settlement Amount will be funded within five
2 (5) business days after the Judgment is affirmed (“Funding Date”). Defendant shall pay the employer’s
3 share of payroll taxes separately. Settlement funds will not be disbursed until after the Effective Date.

4 v. **Tax Allocation:** All Individual Settlement Payments will be allocated
5 as follows: 20% to settlement of wage claims and 80% to settlement of claims for interest and penalties.
6 The portion allocated to wages shall be reported on an IRS Form W-2 and the portion allocated to
7 interest and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator, if
8 required. If Class Members opt out of the Settlement, they will still be entitled to their share of the PAGA
9 Net Fund, in which case the entire award will be treated as a settlement of PAGA civil penalties under
10 PAGA and therefore reported on an IRS Form 1099. Plaintiff, any Participating Class Member and any
11 PAGA Member who receives a payment should consult with their tax advisors concerning the tax
12 consequences of the payments they receive under the Settlement.

13 vi. **Tax Treatment.** Participating Class Members, PAGA Members and
14 Class Counsel shall be solely responsible for the reporting and payment of their respective share of any
15 federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the
16 payments made pursuant to this Settlement. Defendant makes no representation as to the taxability to any
17 Participating Class Members of any portion of the payments, to any PAGA Members regarding the
18 Individual PAGA Payments, the payment of any attorneys’ fees and expenses to Class Counsel or the
19 payment of the Class Representative Enhancement Payment to the Class Representative. The Notice will
20 advise each Class and PAGA Member to seek his/her own personal tax advice prior to acting in response
21 to the Notice.

22 vii. **Cashing of Checks:** Participating Class Members and PAGA Members
23 who are sent Individual Settlement Payment will have 180 calendar days after the date of mailing to cash
24 their settlement checks and will be so advised of such deadline. Ninety (90) days after the checks are
25 mailed, the Settlement Administrator will mail reminder postcards to Class Members and PAGA
26 Members whose checks remain uncashed. Proceeds represented by Individual Settlement Payment
27 checks returned as undeliverable and Individual Settlement Payment checks remaining uncashed for
28 more than one hundred and eighty (180) calendar days after issuance will be tendered pursuant to Code

of Civil Procedure section 384 to the Justice Gap Fund maintained by The State Bar of California.

viii. Any failure of a Participating Class Member to deposit a check shall not affect the enforceability of the release of wage and hour claims as stated in this Agreement, as the Parties jointly agree that valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks.

ix. **No Credit Toward Benefit Plans:** The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement shall not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

c. Attorneys' Fees and Costs:

i. **Attorneys' Fees:** The Parties agree that Plaintiff's Counsel may seek, and Defendant will not oppose, up to one-third of the Gross Settlement Amount as attorneys' fees, i.e., Two Hundred Fifty Thousand Dollars (\$250,000).

ii. **Costs:** The Parties agree that Plaintiff's Counsel may seek, and Defendant will not oppose, up to Twenty Thousand Dollars (\$20,000) as reasonable out-of-pocket costs and expenses subject to reasonable proof if required by the Court.

iii. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs and, in the event that the Court reduces or does not approve the requested Attorneys' Fees and Costs, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, nor will Plaintiff and Class Counsel seek, request or demand an increase in the Gross Settlement Amount on that basis.

d. **Class and PAGA Representative Enhancement Payment:** The Parties agree that Defendant will not oppose Plaintiff's application to the Court for a Class and PAGA Representative Enhancement Payment, in addition to the Plaintiff's Individual Settlement Payment, in the amount of

Ten Thousand Dollars (\$10,000), to be paid out of the Gross Settlement Amount. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the Class and PAGA Representative Enhancement Payment. In the event the Court reduces or does not approve the requested Class and PAGA Representative Enhancement Payment, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, nor will Plaintiff or Class Counsel seek, request or demand an increase to the Gross Settlement Amount on that basis.

44. Non-Monetary Terms of Settlement:

a. Filing of Amended Complaint: As part of the Settlement, the Parties agree Plaintiff will amend her operative complaint to plead a class action that asserts all claims and allegations currently underlying Plaintiff's PAGA claim as direct class claims, via a stipulation. The Parties will stipulate to the filing of the amended complaint solely for purposes of settlement and that Defendant waives its right to remove the amended complaint. If the Court requires Plaintiff to file a motion for leave to file an amended complaint, Defendant will not oppose this motion. The stipulation will be prepared by Plaintiff, and is subject to approval by Defendant. The stipulation to amend the complaint will be filed as soon as practicable. Defendant will work cooperatively with Plaintiff's Counsel to amend the operative complaint. If, for any reason, the Settlement is not approved, the stipulation and order to permit Plaintiff leave to file an amended Class Action Complaint will be void. The Action will be restored to its status quo ante as of the date of the Parties' MOA, and Parties will cooperate to the fullest extent possible to restore the Action to its status quo ante. By stipulating to the filing of an amended complaint for the purpose of Settlement, Defendant is in no way agreeing that an amendment would be appropriate outside the context of this Settlement. Defendant will not be required to file an answer or other responsive pleading to the amended complaint. If the Settlement does not become final and effective for any reason, then the proposed amended complaint will be deemed withdrawn, and the prior complaint will again become the operative complaint without prejudice to Plaintiff's right to seek leave to file another amended complaint.

b. Confirmatory Information: Defendant provided Plaintiff's Counsel with a 10% random sample of the data for the time period March 26, 2019 to March 25, 2020.

45. Settlement Administration Process:

1 **a. Appointment of Settlement Administrator:** The Parties agree, subject to
2 Court approval, that Plaintiff will select Phoenix Administration as the Settlement Administrator. The
3 costs of settlement administration shall be paid out of the Gross Settlement Amount prior to distribution
4 to the Class Members. Any portion allocated but not paid to the Settlement Administrator will be
5 distributed to the Class Members on a pro rata basis.

6 i. **Delivery of Class Data:** Within fifteen (15) calendar days of
7 Preliminary Approval of Settlement by the Court, Defendant shall deliver to the Settlement
8 Administrator an electronic database containing the full names, last known contact information of the
9 Class Members, Social Security numbers, the total number of workweeks each Class Member was
10 employed by Defendant during the Class Period, the total number of pay periods during which each
11 PAGA Member was employed by Defendant during the PAGA Period, and any other similarly
12 necessary information.

13 ii. Within seven (7) days of receipt of the Class Data by the Settlement
14 Administrator, in order for Plaintiff's Counsel to confirm the number of Class Members and
15 corresponding Workweeks under Paragraph 51 the Settlement Administrator will provide to Plaintiff's
16 Counsel, without revealing any confidential information such as names, Social Security numbers, contact
17 information, etc., the number of unique Class Members along with the number of Workweeks worked
18 by each Class Member.

19 iii. The Parties agree to provide any other reasonable information requested
20 by the Settlement Administrator needed to effectively administer the settlement. The information
21 provided to the Settlement Administrator shall be considered confidential and shall not be disclosed to
22 anyone other than Defendant's Counsel and the Settlement Administrator except as otherwise set forth in
23 this Agreement. The Settlement Administrator will not provide Plaintiff's Counsel with any information
24 concerning any individuals, absent express written approval from Defendant's Counsel, except that, the
25 Settlement Administrator may provide Plaintiff's Counsel with the contact information for anyone if the
26 need arises with respect to any objections, disputes, or similar issues by specific Class Members, or a
27 Class Member's request to speak with Plaintiff's Counsel during the settlement approval process.

28 **b. Notice Packet:** Within ten (10) calendar days after receiving the Class Data

from Defendant, the Settlement Administrator shall prepare a Notice Packet for each Class and PAGA Member for review by Counsel. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Settlement Class and PAGA Member definitions and the dates which comprise the Class Period and PAGA Period; (iv) the number of corresponding Workweeks the Class Member worked during the Class Period and Pay Periods the PAGA Member worked during the PAGA Period based on Defendant's business records; (v) each person's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) instructions on how to submit Requests for Exclusion or Notices of Objection; (vii) the deadlines by which the Class Member must postmark a Request for Exclusion, or postmark a Notice of Objection to the Settlement; and (viii) the claims to be released. If a Class Member disputes the information listed in his/her/their notice, the Class Member may produce evidence to the Settlement Administrator substantiating factual information different from that appearing on the notice.

c. Delivery of the Notice Packet: Within twenty-one (21) calendar days of receipt of the Class Data, the Settlement Administrator shall mail notice to Class Members and PAGA Members the Notice Packet by First Class U.S. Mail to each Class Member and PAGA Member. Prior to mailing, the Settlement Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes to assure itself that the address provided for each Class Member is that individual's current address. Class Members shall have until the Response Deadline to submit their opt out, which shall be postmarked by the Response Deadline. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional thirty (30) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or a Notice of Objection to the Settlement.

1 **d. Issuance of Payment:** Attorneys' Fees and Costs, the LWDA PAGA Payment,
2 the Class and PAGA Representative Enhancement Payment and Individual Settlement Payments shall
3 be paid within fourteen (14) calendar days after Defendant's deposit of the Gross Settlement Amount,
4 i.e., the Funding Date.

5 **e. Tax Forms:** The Settlement Administrator (and not Defendant) shall be
6 responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Plaintiff's
7 Counsel any W-2, IRS Form 1099, or other tax forms as may be required by law for all amounts paid
8 pursuant to this Settlement. The Settlement Administrator shall also be responsible for forwarding all
9 payroll taxes and penalties to the appropriate government authorities.

10 **46. Request for Exclusion Procedures:** Any Class Member wishing to opt-out from the
11 Settlement Agreement shall sign and postmark a written Request for Exclusion to the Settlement
12 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope
13 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All
14 Requests for Exclusion must be submitted to the Settlement Administrator, who shall certify jointly to
15 Plaintiff's Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted.
16 Plaintiff will not request exclusion from this Settlement. At no time will any of the Parties or their
17 counsel seek to solicit or otherwise encourage Class Members to opt out of the Settlement Agreement.

18 **47. Defective Submissions:** If a Class Member's Request for Exclusion is defective as to
19 the requirements listed, that Class Member shall be given an opportunity to cure the defect(s). The
20 Settlement Administrator shall mail the Class Member a cure letter within three (3) business days of
21 receiving the defective submission to advise the Class Member that their submission is defective and that
22 the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the
23 later of (a) the Response Deadline, or (b) fifteen (15) calendar days from the date of the cure letter,
24 whichever date is later, to postmark a valid Request for Exclusion but in no event later than fifteen (15)
25 days after the close of the Response Deadline. If a Class Member fails to correct the identified
26 deficiencies after receiving a cure letter, the Settlement Administrator will have no further obligation to
27 give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it
28 shall be deemed untimely.

1 48. **Objection Procedures:** In order to object to the Settlement Agreement, a Class
2 Member must postmark a valid Notice of Objection to the Settlement Administrator on or before the
3 Response Deadline or appear in person at the Final Approval Hearing. Class Members who fail to object
4 either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing
5 will be deemed to have waived all objections to the Settlement and will be foreclosed from making any
6 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
7 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written or oral
8 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
9 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
10 Class Member submits both a Request for Exclusion and a Notice of Objection, the Settlement
11 Administrator shall attempt to contact the Class Member and determine whether the Class Member
12 would like to withdraw either the Request for Exclusion or the Notice of Objection. If the Class Member
13 does not withdraw the Request for Exclusion, or if the Settlement Administrator is unable to make
14 contact with a Class Member who submits both a Request for Exclusion and a Notice of Objection, the
15 Request for Exclusion shall be valid and it shall be presumed that the Class Member does not wish to
16 participate in the Class Settlement.

17 49. **Reports Regarding Settlement Administration:** The Settlement Administrator shall
18 provide Defendant's Counsel and Plaintiff's Counsel a weekly report which certifies: (a) the number of
19 Class Members who have submitted valid Requests for Exclusion; (b) whether any Class Member has
20 submitted a Notice of Objection; and (c) whether any Class Member has submitted a challenge to any
21 information contained in their Notice Packet. Additionally, the Settlement Administrator shall provide to
22 counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as
23 needed or requested. The Settlement Administrator shall provide to Defendant's Counsel and Plaintiff's
24 Counsel copies of all Notices of Objection upon request but not later than seven (7) days after the
25 Response Deadline.

26 50. **Certification of Completion:** Upon completion of administration of the Settlement, the
27 Settlement Administrator shall provide a written declaration(s) under oath to certify such completion to
28 the Court and counsel for all Parties.

1 **51. Proportional Increase to Gross Settlement Amount:** The Gross Settlement Amount
2 was calculated with, and is premised on, the understanding that approximately 1,225 Class Members
3 worked approximately 72,346 workweeks during the Class Period. If the actual number of workweeks is
4 greater than 10% more than this estimate, then the Gross Settlement Amount will be increased by the
5 same proportion above 10%.

6 **52. Circular 230 Disclaimer:** EACH PARTY TO THIS AGREEMENT
7 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
8 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
9 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
10 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
11 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
12 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
13 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
14 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
15 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
16 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
17 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
18 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
19 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
20 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
21 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
22 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
23 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
24 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
25 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
26 AGREEMENT.

27 **53. No Prior Assignments:** The Parties and their counsel represent, covenant, and warrant
28 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

1 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
2 action or right released and discharged.

3 **54. Release by Class Members Who Do Not Opt Out:** Upon the Funding Date, all Class
4 Members who do not timely opt out fully and finally release and forever discharge the Released Parties,
5 to the fullest extent permitted by law, of and from any and all Released Class Claims. Each Participating
6 Class Member will be deemed to have made the foregoing release as if by manually signing it. In light of
7 the method of notice set forth by this Settlement Agreement, and subject to final Court approval, all
8 Class Members who do not opt out will be bound by the Settlement, and shall release the Released
9 Parties from the Released Class Claims, even if they never received mailed notice of the Action or this
10 Settlement.

11 **55. Release by PAGA Members:** Upon the Funding Date, all PAGA Members fully and
12 finally release and forever discharge the Released Parties, to the fullest extent permitted by law, of and
13 from any and all applicable Released PAGA Claims. Each PAGA Member will be deemed to have
14 made the foregoing release as if by manually signing it. In light of the method of notice set forth by this
15 Settlement Agreement, and subject to final Court approval, all PAGA Members will release the Released
16 Parties from the Released PAGA Claims, even if they never received mailed notice of the Action or this
17 Settlement. The Released PAGA Claims do not release any non-PAGA (i.e., statutory) right of action
18 and/or wage and hour claim(s) held by individual Allegedly Aggrieved Employees except for those
19 identified in the definition of Released Class Claims.

20 **56. General Release of Claims by the Class Representative:** Upon the Funding Date, and
21 as a condition of receiving her Class and PAGA Representative Enhancement Payment, the Class
22 Representative (Plaintiff) and her former and present spouse/domestic partner, representatives, agents,
23 attorneys, heirs, administrators, successors, and assigns generally, will fully release and forever discharge
24 the Released Parties, to the fullest extent permitted by law, of and from any and all Released Claims,
25 including any Released Class Claims and Released PAGA Claims, and also generally releases and
26 discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or
27 liabilities of any kind which have been or could have been asserted against the Released Parties arising
28 from the beginning of time until the execution of this Agreement, including but not limited to claims

arising under the California Labor Code; the wage orders of the California Industrial Welfare Commission; California statutory, constitutional, and common law; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal statutory, constitutional, and common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq. The Class Representative's Released Claims also include all claims for lost wages and benefits, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including, but not limited to, 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the California Fair Employment and Housing Act. This release excludes the release of claims not permitted by law. Specifically, the Class Representative waives all rights and benefits afforded by California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which Plaintiff now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist at the time of execution of this Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant.

57. **Settlement Documentation and Approval:** The Settlement Agreement is contingent upon judicial approval. If the Court does not approve this Settlement, the Settlement shall be null and void and shall not be admissible in any other proceeding or action.

58. **Preliminary Approval Hearing:** The Parties agree to use their best efforts to schedule a hearing at which to seek preliminary approval of the Settlement so that the hearing occurs within sixty (60) calendar days of the date upon which the Parties executed the Memorandum of Agreement. If it is not possible, the Parties agree to schedule the hearing at the first available date thereafter. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for

1 settlement purposes only; (b) preliminary approval of this proposed Settlement Agreement; and (c)
2 setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will
3 provide for the Notice Packet to be sent to all Class Members as specified in this Agreement. In
4 conjunction with the Preliminary Approval hearing, Plaintiff shall submit this Settlement Agreement,
5 which sets forth the terms of this Settlement, and shall include the proposed Notice of Class Action and
6 PAGA Settlement document, attached as Exhibit A. Plaintiff's Counsel shall be responsible for drafting
7 all documents necessary to obtain preliminary approval. Plaintiff's Counsel will provide to the LWDA a
8 copy of the proposed Settlement at the same time that it is submitted to the Court pursuant to Labor Code
9 section 2699(l)(2).

10 **59. Final Settlement Approval Hearing and Entry of Judgment:** Upon expiration of the
11 deadlines to postmark Requests for Exclusion, or objections to the Settlement Agreement, and with the
12 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
13 Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys'
14 Fees and Costs; (b) Settlement Administration Costs; (c) Class and PAGA Representative Enhancement
15 Payment; (d) Class Member Payments; and (e) the PAGA Settlement Amount, including both the
16 LWDA Payment and the PAGA Member Payments. The Final Approval/Settlement Fairness Hearing
17 will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff's Counsel
18 will be responsible for drafting all documents necessary to obtain final approval. Plaintiff's Counsel will
19 also be responsible for drafting the Attorneys' Fees and Costs application as well as the Class and PAGA
20 Representative Enhancement Payment application to be heard at the final approval hearing.

21 **60. Judgment and Continued Jurisdiction:** Upon final approval of the Settlement by the
22 Court or after the Final Approval/Settlement Fairness Hearing, the Parties shall present the Judgment to
23 the Court for its approval. After entry of the Judgment, the Court shall have continuing jurisdiction solely
24 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b)
25 Settlement Administration matters; and (c) such post-Judgment matters as may be appropriate under
26 court rules or as set forth in this Settlement. Within ten (10) days of either the entry of judgment or the
27 entry of order denying or granting the Settlement, Plaintiff's Counsel shall provide a copy of the Superior
28 Court's judgment or order to the LWDA pursuant to Labor Code section 2699(l)(3).

1 61. **Exhibits Incorporated by Reference:** The terms of this Settlement include the terms
2 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
3 herein. Any Exhibits to this Settlement are an integral part of this Settlement.

4 62. **Entire Agreement.** This Settlement Agreement and any attached Exhibits constitute the
5 entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral agreements
6 may be deemed binding on the Parties.

7 63. **Amendment or Modification:** This Settlement Agreement may be amended or
8 modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

9 64. **Binding on Successors and Assigns:** This Settlement Agreement shall be binding
10 upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

11 65. **No Admission/Denial of Liability:** Defendant denies each and every one of Plaintiff's
12 allegations in their entirety and denies that it has violated any law or violated any legal or equitable
13 obligation to Plaintiff; denies any liability or wrongdoing of any kind and further denies that, for any
14 purpose other than settling the Action, this Action is appropriate for representative treatment. Defendant
15 maintains, among other things, that it has complied with California law in all aspects. Nothing in the
16 settlement negotiations, approval of Settlement, orders related to Settlement or any other aspect of the
17 Settlement will be construed or deemed as an admission of liability, culpability, negligence, or
18 wrongdoing on the part of Defendant.

19 66. **Confidentiality:** Prior to filing of the motion(s) for approval, Plaintiff's Counsel will not
20 discuss the terms of this settlement with anyone other than the named Plaintiff(s) and/or other attorneys
21 or experts with whom counsel is consulting on this matter. At no time will Plaintiff's Counsel or
22 Defendant's Counsel disclose any communications protected by the mediation and settlement privilege,
23 i.e., Evidence Code sections 1152, 1119 et seq.

24 67. **Resolution of Disputes:** The Parties agree to refer any disputes related to the drafting of
25 the Settlement Agreement and the other documents to mediator Joel Grossman.

26 68. **Integration:** Each Party warrants that no promise or inducement has been offered or
27 made to that Party except as set forth in this Agreement. It is understood and agreed by each Party that
28 this Settlement Agreement specifically supersedes any and all prior agreements and understandings,

1 written or oral, express or employed, between Defendant, Counsel for Class Members and/or any Class
2 Member, including the MOA.

3 **69. Governing Law:** This Settlement Agreement is made under the laws of the State of
4 California, without regard to otherwise applicable principles of conflicts of laws, whether of the State of
5 California or any other jurisdiction.

6 **70. Authority to Sign:** The signatories to this Agreement represent and warrant that they
7 each have the authority to sign on behalf of their designated Parties.

8 **71. Acknowledgment that the Settlement is Fair and Reasonable:** The Parties believe
9 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
10 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
11 account all relevant factors, present and potential. The Parties further acknowledge that they are each
12 represented by competent counsel of their choice and that they have had an opportunity to consult with
13 their counsel regarding the fairness and reasonableness of this Settlement.

14 **72. Invalidity of Any Provision:** Before declaring any provision of this Settlement
15 Agreement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent
16 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
17 valid and enforceable.

18 **73. Waiver of Certain Appeals:** The Parties agree to waive appeals except, however, that,
19 subject to Paragraph 13, Plaintiff's Counsel may appeal any reduction in the Attorneys' Fees and Costs
20 below the amount requested from the Court. The Parties agree that any such appeal constitutes a dispute
21 between Plaintiff's Counsel and the Court, and that Defendant and Defendant's Counsel will not be
22 involved and will not be expected to appear, file papers, argue any position, or participate in any manner.
23 In the event of any such appeal, Defendant shall not fund the settlement, and its obligation to fund it will
24 be stayed until such appeal is fully resolved.

25 **74. Class Action Certification for Settlement Purposes Only:** The Parties agree to
26 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement
27 is not approved, the stipulation to class certification shall be void. The Parties further agree that
28 certification for purposes of the Settlement is not an admission that class action certification is proper

1 under the standards applied to contested certification motions and that this Settlement Agreement shall
2 not be admissible in this or any other proceeding as evidence that either (a) a class action should be
3 certified, or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the
4 Settlement's terms.

5 75. **No Publicity.** Prior to preliminary approval, the Parties agree not to disclose the terms of
6 this settlement except in court papers filed to seek approval, except for any disclosures agreed to by the
7 Parties and as necessary to effectuate the Settlement. Before or after approval, Plaintiff and Plaintiff's
8 Counsel shall not issue a press release, hold a press conference, publish information about the settlement
9 on any website (other than information directed to Class and PAGA Members regarding the approval),
10 or otherwise publicize the settlement. Nothing in this Agreement restricts Plaintiff's Counsel from
11 fulfilling its duties to Class and PAGA Members. However, Plaintiff's Counsel may (in future
12 declarations submitted in court) refer to the fact that this matter settled on a representative basis, for
13 purposes of detailing the experience of counsel. Plaintiff and Plaintiff's Counsel agree not to respond to
14 any media inquiries except to refer reporters to the papers files with the Court.

15 76. **Captions:** The captions and paragraph numbers in this Settlement Agreement are
16 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent
17 of the provisions of this Settlement Agreement.

18 77. **Waiver:** No waiver of any condition or covenant contained in this Settlement
19 Agreement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to
20 imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or
21 remedy.

22 78. **Enforcement Action:** In the event that one or more of the Parties institutes any legal
23 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
24 or to declare rights and/or obligations under this Settlement, the successful Party or Parties shall be
25 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
26 expert witness fees incurred in connection with any enforcement actions.

27 79. **Mutual Preparation:** The Parties have had a full opportunity to negotiate the terms and
28 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall not be construed

1 more strictly against one Party than another merely by virtue of the fact that it may have been prepared
2 by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
3 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

4 80. **Cooperation and Execution of Necessary Documents:** All Parties will cooperate in
5 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
6 Settlement Agreement.

7 81. **Execution and Counterparts:** This Settlement Agreement is subject only to the
8 execution of all Parties. The Settlement Agreement may be executed in one or more counterparts. All
9 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, .pdf, and
10 scanned copies of the signature page, will be deemed to be one and the same instrument.

11 82. **All Terms Subject to Final Court Approval:** All amounts and procedures described in
12 this Settlement Agreement herein shall be subject to final Court approval.

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15 **SECTION INTENTIONALLY LEFT BLANK**
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28

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE
CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND
KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING,
AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND
ITS FINAL AND BINDING EFFECT.

READ CAREFULLY BEFORE SIGNING

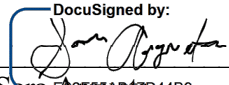
DEFENDANT SMM FACILITIES, INC.

Dated:

By: _____
Their: _____ and authorized representative

PLAINTIFF

Dated: 3/26/2024

DocuSigned by:

Sara Argueta

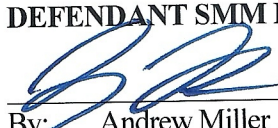
1 THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE
2 CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND
3 KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING,
4 AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND
5 ITS FINAL AND BINDING EFFECT.

6
7 **READ CAREFULLY BEFORE SIGNING**

8 **DEFENDANT SMM FACILITIES, INC.**

9
10 Dated:

3/29/24

By: 

Andrew Miller

Their: President and authorized representative

11
12 **PLAINTIFF**

13 Dated:

Sara Argueta

EXHIBIT A

Sara Argueta v. SMM Facilities, Inc., Case No. RG21100765

Argueta v. SMM Facilities, Inc., No. RG21100765
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ALAMEDA
NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

To: All persons who were employed by Defendant SMM Facilities (“Defendant”) as non-exempt hourly-paid employees within the State of California at any time from March 26, 2019 through March 31, 2023 (“Class Members”).

All persons who were employed by Defendant as non-exempt hourly-paid employees within the State of California at any time from March 26, 2020 through March 31, 2023 (“PAGA Members”).

On _____, the Honorable Brad Seligman of the Alameda County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval/Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __.m. on _____, 2024 in Department 22 of the Alameda County Superior Court, Rene C. Davidson Courthouse, located at 1225 Fallon Street, Oakland, California 94612.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit <https://eportal.alameda.courts.ca.gov> for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Net Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action and/or reasonably could have been alleged by reason of or in connection with any matter or fact set forth or referred to in the operative complaint during the Class Period.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed class settlement, you can opt-out by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Net Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action or reasonably could have been alleged by reason of or in connection with any matter or fact set forth or referred to in the operative complaint during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 22 of the Alameda County Superior Court, Rene C. Davidson Courthouse, located at 1225 Fallon Street, Oakland, California 94612. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Sara Argueta ("Plaintiff") (Plaintiff and Defendant are collectively, the "Parties"), on her behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements, time records, and payroll records ("Action").

After the exchange of relevant information and evidence, the Parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The Parties participated in a mediation with Joel Grossman, an experienced and well-respected class action mediator and with Mr. Grossman's guidance over several months following the mediation were able to negotiate a Settlement.

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation.

The Settlement is not an admission of liability by Defendant. Defendant has denied, and continues to deny, the factual and

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. Defendant strongly denies violating any laws or failing to pay wages and contends it complied with all applicable laws. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any liability to Plaintiff or the proposed class on those claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, the Law Offices of Mark Yablonovich ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Consistent with Defendant's policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or opt out of the Settlement.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$750,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class and PAGA Representative Enhancement Payment of \$10,000 to Plaintiff for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendant; (3) \$250,000 in attorneys' fees and up to \$20,000 in litigation costs and expenses; (4) a \$75,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$56,250 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$18,750 payment ("PAGA Net Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$20,000. After deducting the above payments, a total of approximately \$375,000 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$18,750 PAGA Net Fund, regardless of whether they opt out of the Settlement Class. This allocation of the payment to the LWDA is required by California law.

The foregoing amounts have only been preliminarily approved by the Court and the final amounts of these various payments are all subject to Court approval.

No portion of the Gross Settlement Amount will be returned to the Defendant.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from March 26, 2019 through March 31, 2023 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. Any workweek in which a Class Member worked at least one day shall be counted as a Workweek.

All settlement payments are subject to taxation. Each Class Member Payment will be allocated as follows: (a) 20% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes; and (b) 80% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than or equal to \$600. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. Defendant will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that each Participating Class Member will be responsible for his/her/their share of taxes attributable to the receipt of a Class Member Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ ____.

Payments from PAGA Net Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from March 26, 2020 through March 31, 2023 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Net Fund, the Settlement Administrator will use the following formula: The PAGA Net Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each PAGA Member's share of the PAGA Net Fund will be calculated by multiplying each individual PAGA Member's total number of Pay Periods in the PAGA Period by the PAGA Pay Period Value. Any pay period in which a PAGA Member worked at least one day shall be counted as a Pay Period.

All settlement payments are subject to taxation. Each individual PAGA Member Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Member will receive an IRS Form-1099 for his/her/their individual PAGA Member Payment, unless said payment is less than or equal to \$600.

The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. PAGA Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Pay Periods. Accordingly, your estimated payment from the PAGA Net Fund is approximately \$ ____.

A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code sections 2698, et seq. and the PAGA Member will receive their portion of the PAGA Net Fund even if he/she/they submits a valid Request for Exclusion.

Disputes: If you believe the Workweek and/or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. To be valid, your written dispute of Workweeks and/or Pay Periods worked must: (1) include your full name and address and (2) be accompanied by satisfactory evidence of the workweeks and/or pay periods you contend you worked as an hourly, non-exempt employee for Defendant during the Class Period and/or PAGA Period, including any supporting documentation (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

c/o _____
 Fax No. _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court. If you move, you must provide the Settlement Administrator with your current mailing address or you may not receive your portion of the Net Settlement Fund and/or PAGA Net Fund.

If you choose **Option 1**, and if the Court grants final approval of the Settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims.

Released Class Claims: "Released Class Claims" means the claims released by Class Members, other than those who submit valid requests for exclusion, and are all and causes of action that were or could have been asserted based on the facts alleged in the original Complaint and First Amended Class Action and PAGA Complaint and PAGA Notice Letter arising during the Class Period. The Released Class Claims specifically include alleged violations of California Labor Code sections: (a) 510 and 1198 (failure to pay overtime wages); (b) 1182.12, 1194, 1197, 1197.1, and 1198 (failure to pay minimum wages); (c) 226.7, 512(a), and 1198 (failure to provide meal periods); (d) 226.7 and 1198 (failure to provide rest periods); (e) 226(a), 226(e), 1174(d), and 1198 (failure to provide accurate wage statements, accurate and complete payroll records, and accurate and complete timekeeping records); (f) 204 and 210 (failure to timely pay wages during employment); (g) 201, 202 and 203 (failure to timely pay wages upon termination); (h) 223 (secret underpayment of wages); (i) 2810.5 (failure to provide written notice of material information); (j) 2800 and 2802 (failure to unreimbursed necessary business expenses); and (k) California Business & Professions Code sections 17200, et seq. (unfair business practices) premised on the facts, claims, or legal theories described herein or in the Action.

Released PAGA Claims: "Released PAGA Claims" means all claims for PAGA civil penalties that were or could have been asserted based on the facts alleged in the original Complaint, First Amended Class Action and PAGA Complaint, and PAGA Notice Letter, arising during the PAGA Period, including the following: (a) all claims for civil penalties stated in the Action alleging violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802 and 2810.5 and California Code of Regulations Title 8, Section 11040; (b) all claims for civil penalties for alleged failure to pay overtime wages; (c) all claims for civil penalties for alleged failure to pay minimum wages; (d) all claims for civil penalties for alleged failure to provide meal periods; (e) all claims for civil penalties for alleged failure to provide rest periods; (f) all claims for civil penalties for alleged failure to provide accurate wage statements; (g) all claims for civil penalties for alleged failure to provide accurate and complete payroll records; (h) all claims for civil penalties for alleged failure to provide accurate and complete timekeeping records; (i) all claims for civil penalties for alleged failure to timely pay wages during employment; (j) all claims for civil penalties for alleged failure to timely pay wages upon termination; (k) all claims for civil penalties for alleged secret underpayment of wages; (l) all claims for civil penalties for alleged failure to provide written notice of material information; and (m) all claims for civil penalties for alleged failure to unreimbursed necessary business expenses. The Released PAGA Claims do not include individual claims other than those under the Released Class Claims, unless a valid request for exclusion is exercised.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action and PAGA Settlement, decided not to participate in the settlement, and desire to be excluded from the class portion of the settlement. To be valid, the Request for Exclusion must: (a) set forth your full name, telephone number; (b) be returned to the Settlement Administrator, as outlined below; (c) include the following statement or a similar statement: “I wish to exclude myself from the class settlement reached in the matter of *Argueta v. SMM Facilities, Inc.* I understand that by excluding myself, I will not receive any money from the class settlement reached in this matter”; and (d) be postmarked on or before the deadline outlined below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2024. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2024, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, you will not receive a Payment from the Net Settlement Fund, and you will not have released the Released Class Claims. Please note that if you are also a PAGA Member, you cannot request exclusion as a PAGA Member and you will still release the Released PAGA Claims and will still receive a payment from the PAGA Net Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval/Fairness Hearing to object to the Settlement. For the Notice of Objection to be valid, it must include: (a) your full name, signature, address, and last four digits of your Social Security Number; (b) the dates of your employment with Defendant; (c) telephone number, (d) a written statement of all grounds for the objection accompanied by any legal support for such objection; (e) copies of any papers, briefs, or other documents upon which the objection is based; (f) the full name, address, and telephone number of your legal representative, if any; and (g) a statement whether you intend to appear at the final fairness hearing. Your objection must be submitted to the administrator at:

Settlement Administrator

c/o _____

All written objections must be postmarked not later than _____, 2024. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only. Only Participating Class Members have the right to object to the Settlement.

You may also, if you wish, appear at the Final Approval/Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Alameda and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney at your own expense to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Please note that Defendant approves the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendant or Defendant's treatment of you as a former employee.

Additional Information

It is recommended that Class Members and PAGA Member seek his/her/their own personal tax advice prior to acting in response to the Notice.

This Notice of Class Action and PAGA Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. Please visit the Settlement Administrator's website at [_____].

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

To view the Register of Actions, go to the "Search" tab at the top of the page, then select the "Search by Case Number" enter the case number RG21100765, select "Search" and click the link to the case name. You will see the Register of Actions and more.

All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Mark Yablonovich
Monica Balderrama
Tony Roberts
Law Offices of Mark Yablonovich
9595 Wilshire Blvd., Suite 900
Beverly Hills, CA 90212
Phone: *Case-Specific Number*

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS
WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******