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&RPSODLQW -XQH
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7KLV -RLQW 6WLSXODWLRQ RI 6HWWOHPHQW RI 3\$
 3ODLQWLII 0D(Plaintiff) HOKDOGRHQZQ EHKDOI DQG RQ EHKDO
 3\$*\$ *URXS DV GHILQHG EHORZ RQ WKH "Defendant" RQ DQ
 the other hand (collectively the "Parties"), in the lawsuit entitled 0DULD +HUQDQGH] R
 RI KHUVHOI DQG RWKHUV VLPLODUO\ VLWXDWLQGV LQ 0R
 \$QJHOHV &RXQW\ 6XSHULRU &RXUW &DVH 1R 67&9
 RI 3\$*\$ \$FWLRQ UHVROYHV DOO FODLPV WKDW ZHUH D
 'HIHQGDQWV DULVLQJ RXW RI WKH IDFWV DOOHJHG LQ V
 , '(),1,7,216

\$ \$FWLRQ Term "Action" as used herein means the action entitled filed in Los
 \$QJHOHV &RXQW\ 6XSHULRU &RXUW &DVH 1R 67&9

% \$GPLQLVWUDWRU &DVH 1R 67&9
 QRWLFH WR WKH 3\$*\$ *URXS DGPLQLVWUDWLRQ DQG
 6HWWOHPHQW \$GPLQLVWUDWRU LQ FRQQHFWRU ZLW
 6WLSXODWLRQ RI 6HWWOHPHQW RI 3\$*\$ \$FWLRQ

& \$JUHHPHQW Terms "Agreement" or "Settlement Agreement" are used
 V\QRQ\PRXVO\ KHUHLQ WR PHDQ WKLV -RLQW 6WLSXODV
 RI UHVROXWLRQ

' &RXUW Term "Court" as used herein means the Superior Court of the State
 RI &DOLIRUQLDIRU WKH &RXQW\ RI /RV \$QJHOHV

('DWH RI \$SSURYDO Terms "Date of Approval" or "Approval" as used herein
 PHDQ WKH GDWH RI WKH 3\$*\$ 6HWWOHPHQW \$SSURYDO
 JUDQWLQJ DSSURYDO RI WKLV 6HWWOHPHQW ZKLFKHYH

) 'HIHQGDQW Term "Defendant" as used herein means: 3HOLFDQ 3URGXF

* 'HIHQVH &RXQW\ Term "Defense Counsel" as used herein means:)LVKHU
 3KLOOLSV //3 ZKR DUH FRXQVHO IRU DQG DFWLQJ RQ EH

+ (IIHFWLYH Term "Effective Date" PHDQV WKH GDWH WKLV
 EH HIIHFWLYH XSRQ WKH ODWHU RI WKH IROORZLQJ GI

GDWH WKH &RXUW RI \$SSHDO RU WKH &DOLIRUQLD 6XSL
 WKH \$SSURYDO ZLWKRXW PDWHULDO PRGLILFDWLRQ
 DSSHOODWH UHYLHZ RI WKH \$SSURYDO KDV SDVVHG Z
 UHTXHVW IRU UHYLHZ 7KH (IIHFWLYH 'DWH VKDOO RQOV

, /:'\$ The term "LWDA" means the Labor Workforce De YHORS PHQW \$JH

- /:'\$ 3D\PHQW The term "LWDA Payment" as used herein means seventy

ILYH SHUFHQW RI WKH 1HW 6HWWOHPHQW \$PRXQW
 DFFRUGDQFH ZLWK &DOLIRUQLD /DERU &RGH VHFWRU

. 1HW 6HWWOHPHQW The term "Net Settlement Amount" as used herein

means the Settlement Amount minus any award of attorneys' fees and OLWLJDWLRQ F

\$GPLQLVWUDWLYH &RVWV

/ 1HW 6HWWOHPHQW The term "Settlement Payment(s)" shall include

SD\PHQWV PDGH WR WKH 3\$*\$ *URXS

0 1RWLFH RI 5HWROXWLRQ RI 3\$*\$ 5HVROXWLRQ LV

hereto as Exhibit "A."

1 3\$*\$ *URXS RU \$JJULHYHG (PSOR\HHV LV GHIL

SHUVRQV ZLWKLQ WKH 6WDWH RI &DOLIRUQLD ZKR DUH

H[HPSW HPSOR\HHV LQ WKH 6WDWH RI &DOLIRUQLD DW

2 3\$*\$ *URXS 3RUWLRLQ \$*\$ *URXS 3RUWLRLQ VKDOO

WZHQW\ ILYH SHUFHQW RI WKH 1HW 6HWWOHPHQW

3\$*\$ *URXS 3RUWLRLQ ZLOO EH GLVWULJLGDW EDWKIG 3

RU KHU QXPEHU RI SD\ SHULRGV GXULQJ WKH 3\$*\$ 3HUL

3 3\$*\$ /LVWOLVW RI WKH \$JJULHYHG (PSOR\HHV

NQRZQ KRPH DGGUHVV QXPEHU RI SD\ SHULRGV DV

SHULRG DQG DQ\ RWKHU HPSOR\PHQW LQIRUPDWLRQ W

*URXS 0HPHQW 6HWWOHPHQW 3D\PHQW DQG VRFDO

4 3\$*\$ 3HULRG The term "PAGA Period" or "Settlement Period" shall refer to the

WLPH SHULRG IURP 0DUFK WR 1RYHPEHU

5 3 ODL QW dnl "Plaintiff" as used herein means 0 DULD +HUQDQG HJ
3 ODLQWLII VKDOO EH XVHG "Y\$Q\$ HPSOR\PHQW LK H W

6 **Plaintiff's Counsel.** The term "Plaintiff's Counsel" as used herein means: / \$ 9 ,
(% 5 \$ + , 0 , \$ 1 // 3 ZKR DUH FRXQVHO IRU DQG DFWLQJ RQ

7 6 HWWOHPHQW \$IG Pm QSettlement Administrator" as used herein
PHDQV 6LP SOXULV , QF ZKLFK ZLOO EH UHVS RQVLEO
3D\PHQW DV GHILQHG EH ORZ DQG DOO UHODWHG PDW

8 6 HWWOHPHQW \$IG Pm QSettlement Agreement" or "Agreement" are
XVHG V\QRQ\PRXVO\ KHUHLQ WR PHDQV WKL V -RLQW 6W

9 6 HWWOHPHQW \$IG Pm QSettlement Amount" and "Gross Settlement
Fund" as used herein mean a fund in the sum of)LYH +XQGUHG 7KLUW\ 7KRX
=HUR & HQWV ZKLFK VKDOO EH SDLG E\ 'HIHQ

3D\PHQW approved attorneys' fees and litigation costs pursuant to Section X,
\$GPLQLVWUDWLYH & RVWV SXUVXDQW WR 6HFWLRQ 9, D
9,,, & VKDOO EH SDLG H[FHSW DV SURYLGHG KHUHLQ

SD\ SHULRGV GXULQJ WKH 3\$*\$ SHULRG ,Q WKH H
GXULQJ WKH 3\$*\$ SHULRG LQFUHDVH E\ PRUH WKDQ I
\$PRXQW VKDOO LQFUHDVH SUR UDWD

,, 5281'

\$ 2Q 0DUFK 3 ODLQWLII ILOHG D FODVV DFW
RI WKH /DERU &RGH LQFOXGLQJ IDLOXUH WR SD\ DOO PL
IDLOXUH WR SURYLGH PHDO EUHDNV IDLOXUH WR SUR
HPSOR\PHQW IDLOXUH WR SURYLGH DFFXUDWH ZDJH VV

in the Los Angeles County Superior Court, Case No. 21STCV11083 ("Hernandez Class
Action").

% 2Q 0DUFK 3 ODLQWLII VXEPLWWHG D OHW
RI ZDJH DQG KR XU ODZV LQFOXGLQJ IDLOXUH WR SD\ D
ZDJHV IDLOXUH WR SURYLGH PHDO EUHDNV IDLOXUH W

HPSOR\PHQW IDLOXUH WR SURYLGH DFFXUDWH ZDJH VV
 2Q -XQH 3ODLQWLII ILOHG WKH \$FWLRQ DOOHJLQ
 WR /DERU &RGH † I IRU DOOHJHG YLRODWLRQV DQG
 DV ZI
 2UGHU ,Q WKH \$FWLRQ 3ODLQWLII DOOHJHV WKDW 'HI
 DXWKRUL]H DQG SHUPLW OHJDOO\ FRPSOLDQW UHVW EU
 IRU WKH DOOHJHG PHDO DQG UHVW EUHDN YLRODWLRQ
 DQG GRXEON WLPH ZDJHV ZHUH QRW SURSHUO\ SDLG
 UHFHLYHG LQDFFXUDWH ZDJH VWDWHPHQWV DQG ZHUH
 UHVLJQDWLRQ RU GXULQJ HPSOR\PHQW

&)ROORZLQJ WKH ILOLQJ RI WKH DFWLRQV FRXQ
 UHVSHFW WR WKH SRWHQWLDO VHWWOHPHQW RI WKH D
 WR H[FKDQJH LQIRUPDO GLVFRYHU\ DQG HQJDJH LQ S
 H[FKDQJHG LQIRUPDO GLVFRYHU\ LQFOXGLQJ D VXEVW
 UHFRUGV RI WKH 3\$*\$ *URXS LQIRUPDWLRQ DQG GRFXP
 WKH \$FWLRQ Defendants' DUELWUDWLQJ DJUHHPHQWV HPSOR\H
 SURFHGXUHV UHJDUGLQJ WKH SD\PHQW RI ZDJHV PHDO
 UHJDUGLQJ WKH QXPEHU RI SXWDWLYH 3\$*\$ *URXS PH
 IRUPHU HPSOR\HHV DQG WKH WRWDO ZRUNZHNV DQG

' Plaintiff and Plaintiff's Counsel have engaged in good faith, arms OHQJWK
 QHJRWLQDWLRQV 2Q 2FWREHU WKH 3DUWLHV SDU
 \$ 6PLWK (VT DQG UHDFKHG after a mediator's proposal RE WHPLW W
 \$SSURYDO RI WKH &RXUW DQG ILQDOL]DWLRQ RI D IRU
 \$FWLRQ 7KH 3DUWLHV KDYH QRZ HQWHUHG LQWR D PR
 IRU VXEPLVVLRQ WR WKH &RXUW IRU \$SSURYDO

(3XUVXDQW WR DJUHHPHQW RI WKH 3DUWLHV
 Hernandez Class Action without prejudice due to Defendant's arbitration agreement.

) Plaintiff's Counsel has conducted an investigation of the law and facts relating

WR WKH FODLPV DVVHUWHG LQ WKH \$FWLRQ DQG KDV F
 LVVXHV LQYROYHG WKH H[SHQVH DQG WLPH QHFHVVD
 DSSHDOV WKH ULNVN DQG FRVWV RI IXUWKHU SURVHFX
 WKH XQFHUWDLQWLHV RI FRPSOH[OLWLJDWLRQ DQG W
 3ODLQWLII DQG WKH PHPEHUV RI WKH 3\$\$ *URXS \$XUV
 ZLWK 'HIHQGDQW RQ WKH WHUPV DQG FRQGLWLRQV VHV
 WKH EHVW LQWHUHVWV RI WKH 3\$\$ *URXS 3ODLQWLII
 SXUVXDQW WR 3\$\$ KDV DJUHHG WR VHWWOH WKH \$FW

* 'HIHQGDQW KDV FRQFOXGHG WKDW EHFDXVH R
 DJDLQVW WKH \$FWLRQ WKH OHQJWK RI WLPH QHFHVVD
 LQFRQYHQLHQFH LQYROYHG DQG WKH FRQFRPLWDQW G
 EHVW LQWHUHVWV WR DFFHSW WKH WHUPV RI WKLW \$J
 DQG FODLPV DVVHUWHG DJDLQVW LW LQ WKH \$FWLRQ
 WKH \$FWLRQ IRU WKH SXUSRVH RI DYRLGLQJ WKH EX
 OLWLJDWLRQ DQG IRU WKH SXUSRVH RI SXWWLQJ WR U

+ 7KLW \$JUHHPHQW LV LQWHQG HG WR DQG GRHV
 UHVROXWLRQ RI DOO DOOHJDWLRQV DQG FODLPV WKDV
 \$FWLRQ E\ 3ODLQWLII

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7KH &RXUW KDV MXULVGLFWLRQ RYHU WKH 3DUWLH
 \$FWLRQ LQFOXGHV FODLPV WKDW ZKLOH 'HIHQGDQW G
 DXWKRUL]H WKH &RXUW WR JUDQW UHOLHI SXUVXDQW W
 \$SSURYDO RI WKH UHVROXWLRQ SXUVXDQW WR &DOLIF
 &RXUW VKDOO UHWDLQ MXULVGLFWLRQ RI WKLW DFWLRQ
 DQG HQIRUFLQJ WKLW -RLQW 6WLSXODWLRQ RI 6HWWOH
 IRUWK KHUHLQ DQG WKH 3DUWLHV DQG WKHLU FRXQVH
 RI LQWHUSUHWLQJ LPSOHPHQWLQJ DQG HQIRUFLQJ W
 HQWHUHG LQ FRQQHFWLRQ WKHUHZLWK

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\$ 'HIHQGDQW GHQLHV OLDELQW\ WR 3ODLQWLII D
FDXVH RI DFWLRQ 7KLV \$JUHHPHQW GRHV QRW FRQV
DGPLVVLRQ E\ 'HIHQGDQW DV WR WKH PHULWV YDOLGL
PDGH DJDLQVW LW LQ WKH \$FWLRQ

% 1RWKLQJ LQ WKLV \$JUHHPHQW QRU DQ\ DFWLR
DQ\ VWDWHPHQWV GLVFXVVRQV RU FRPPXQLFDWLRQV
RU XVHG GXULQJ WKH FRXUVH RI WKH QHJRWLDWLRQV C
WR FRQVWLWXWH QRU ZLOO DQ\ RI WKH IRUHJRLQJ FR
LQ DQ\ ZD\ LQ WKLV FDVH RU DQ\ RWKHU MXGLFLDO DU
RU SURFHHGLQJ DV HYLGHQFH RI DQ\ YLRODWLRQ RI DQ
UHJXODWLRQ UXOH RU H[HFXWLYH RUGHU RU DQ\ REO
WKHPVHOYHV DJUHH QRW WR LQWURGXFH XVH RU DGI
FDVH RU DQ\ RWKHU MXGLFLDO DUELWUDO DGPLQLVW
DV SXUSRUWHG HYLGHQFH RI DQ\ YLRODWLRQ RI DQ\ I
UHJXODWLRQ UXOH RU H[HFXWLYH RUGHU RU DQ\ REO
SXUSRVH 1RWZLWKVWDQGLQJ WKH IRUHJRLQJ WKLV \$J
WKH &RXUW WKDW KDV DV LWV SXUSRVH WKH LQWHUS
\$JUHHPHQW RU DQ\ RUGHUV RU MXGJPHQWV RI WKH &R

& 1RQH RI WKH GRFXPHQWV SURGXFHG RU FUHDW
FRQQHFWRQ ZLWK WKH FODLPV SURFHGXUHV RU FODL
QRW LQWHQG HG WR FRQVWLWXWH DQ DGPLVVLRQ E\ 'H
ORFDO ODZ VWDWXWH RUGLQDQFH UHJXODWLRQ UXO
RU LQ HTXLW\

' 1RWKLQJ LQ WKLV \$JUHHPHQW ZLOO EH FR
DFNQRZOHGJPHQW RI DQ\ NLQG WKDW DQ\ JURXS VKR
WKH \$FWLRQ RU LQ DQ\ RWKHU DFWLRQ RU SHOD
DFWLRQV ZLWK UHJDUG WR WKLV \$JUHHPHQW ZLOO EH

WKH SURSULHW\ RI FROOHFWLYH WUHDWPHQW ,Q WKH
&RXUW RU DQ\ DSSHOODWH FRXUW LV WHUPLQDWHG I
QRW EH GHHPHG WR KDYH ZDLYHG OLPLWHG RU DIHFW
WKH \$FWLRQ DQG 'HIHQGDQW ZLOO QRW EH GHHPHG W
DQ\ RI WKHLU REMHFWLRQV RU GHIHQVHV LQ WKH \$FWL

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\$ 5HOHDVH DV WR 3\$*\$ &ODLPV

8SRQ \$SSURYDO E\ WKH &RXUW R's WKH 6HWWOHPHQW
6HWWOHPHQW \$PRXQW 3ODLQWLII DV D UHSUHVHQWD
DQG WKH 6WDWH RI &DOLIRUQLD ZLOO UHOHDVH DQ\ D
XQNQRZQ FRQWLQJHQW RU DFFUXHSDUDHQW WHEMLQG
GLUHFWRUV DILOLDWHV WKHLU LQVXUHV DWWRUQH
WKH (collectively "Released 3DU" WLDNLVLQJ RXW RI WKH IDFWV DQ

\$FWLRQ IRU FLYLO SHQDOWLHV XQGHU WKH 3ULYDWH \$V
EDVHG XSRQ WKH IDFWV DOOHJHG IRU YLRODWLRQV R
UHVW EUHDNV XQSDLG ZDJHV LQFOXGLQJ PLQLPXP ZD
ZDJHV DQG DOO WKHRULHV IRU RU UHODWHG WR QRQ
ZDJHV DW WKH LQFRUUHFW UDWK V RI SD\ ZDJH VWD
DFFXUDWH UHFRUGV IDLOXUH WR WLPHO\ SD\ ZDJHV GX
DQ\ RWKHU SHQDOWLHV ZKLFK FRXOG EH DVVHUUHG ED
in Plaintiff's LWDA letter and WKH \$FWLRQ LQFOXGLQJ EXW QRW OLF

DQG WK

% 3XEOLFLW\

7KH 3ODLQWLII DJUHHV WKDW VKH KDV QRW DQG ZL
VHWWOHPHQW 3ODLQWLII GLUHFVV KLV FRXQVHO QRV
UHJDUGLQJ WKH 6HWWOHPHQW LGHQWLII 'HIHQGDQW
including Plaintiff's Counsel's website, or have any communications with the press or m HGLD
DERXW WKH \$FWLRQ RU WKH 6HWWOHPHQW +RZHYHU

as preventing the Parties from taking following actions: (a) Plaintiff's counsel shall be allowed

WR UHIHU WR WKH \$FWLRQ DQG 6HWWOHPHQW LQ RWKH
IRU D SXWDWLYH FODVV RU 3\$*\$ JUR'XG; (b) the Parties shall
KDYH WKH ULJKW WR GLVFORVH WKH 5HVROXWLRQ DV
VHFXULWLHV ODZV RU XQGHU *HQHUDOO\ \$FFHSWHG \$F
WKH ULJKW WR GLVFORVH WKH 6HWWOHPHQW WR WKL
QXPEHU RU QDPHV RI DQ\ RI WKH 3DUWLHV RU 5HOHD
5HVROXWLRQ GHVFULEH LWV WHUPV DQG ILOH WKH VH
WKH 6HWWOHPHQW \$GPLQLVWUDWRU LQ FRQQHFWRQ
QHfHVVDU\ WR REWDLQ \$SSURYDO RI WKH 6HWWOHPHQW
FRPPXQLFDWH ZLWK DFFRXQWDQV RU OHJDO DGYLVE
SUHYLRXVO\ OLVWHG H[FHSWLRQV LQ UHVSRQVH WR DO

that "the matter has been resolved."

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3ODLQWLII DQG 'HIHQGDQW WKURXJK WKHLU UHVS
DV WKH 6HWWOHPHQW \$GPLQLVWUDWRU WR DGPLQLVW
WR GLVWULEXWLQJ DQG UHVSRLGLQJ WR LQTXLULHV DE
DOO DPRXQWV WR EH SDLG IURP WKH 1HW 6HWWOHPHQW
\$GPLQLVWUDWRU HVWLPDWHG WR EH)LYH 7KRXVDQG
6HWWOHPHQW \$PRXQW \$Q\ FKDUJHV DQG H[SHQVHV RI
DOORFDWHG)LYH 7KRXVDQG 'ROODUV ZLOO F

actual Settlement Administrator fees are less than the Parties' estimation, the GLIIHUHQFH EH

WKH DFWXDO DQG HVWLPDWHG 6HWWOHPHQW \$GPLQLV
\$PRXQW

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\$ 3ODLQWLII DQG 'HIHQGDQW WKURXJK WKHLU U
D 1RWLFH RI 3\$*\$ 5HVROXWLRQ LQ WKH 5HVROXWLRQ
ZLOO EH SURYLGHG WR WKH PHPEHUV RI WKH 3\$*\$ *URX

\$V VRRQ DV SUDFWLFD EOH IROORZLQJ \$\$\$
 WKDQ ILIWHHQ FDOHQGDU GD\ V DIWHU WKH (IIHFWL
 \$GPLQLVWUDWRU WKH 3\$*\$ /LVW

7KH 6HWWOHPHQW \$GPLQLVWUDWRU VKDOO
 WKH 8QLWHG 6WDWHV 3RVWDO 6HUFLH 1&2\$ GDWDED
 LQGLYLGXDO ZKR KDV PRYHG LQ WKH SUHYLRXV IRXU \H
 D IRUZDUGLQJ DGGUHV WR REWDLQ FXUUHQW DGGUHV

:LWKLQ WZHQN\ Days after the Settlement Committee's
 UHFHLSW RI WKH 3\$*\$ /LVW WKH 6HWWOHPHQW \$GPLQL
 WRJHWKHU ZLWK D VHWWOHPHQW SD\PHQW WR DOO 3\$
 PDLO SRVWDJH SUHSDLG ZLWK GLUHFWRQV WR WKH
 XQGHOLYHUDEOH 1RWLFHV WR WKH 6HWWOHPHQW \$GPL
 VHWWOHPHQW SD\PHQW WKDW LV UHWXUQHGV DV XQGHOL
 DWWHPSW WR ORFDWH WKH \$JJULHYHG (PSOR\HH E\ SH
 PDLO WKH 1RWLFH RI 3\$*\$ 5HVROXWLRQ DQG VHWWOHP
 IROORZLQJ UHFHLSW RI WKH XQGHOLYHUDEOH 1RWLFH

7KH 1RWLFH RI 3\$*\$ 5HVROXWLRQ ZLOO EH
 9,,, &20387\$7,21 \$1' ',675,%87,21 2) 3\$<0(176

\$ 'LVWULEXWLRQ)RUPXOD

0HPEHUV RI WKH 3\$*\$ *URXS ZLOO UHFHLYH
 DPRXQW GHWHUPLQHG E\ WKH 6HWWOHPHQW \$GPLQLVW
 \$JUHHPHQW

7KH OXPS VXP SD\PHQW WR HDFK PHPEHU
 GHWHUPLQHG E\ GLYLGLQJ WKH 1HW 6HWWOHPHQW \$PR
 by all members of the PAGA Group during the Settlement Period (the "Pay Period Amount")
 DQG WKHQ PXOWLSO\LQJ WKH 3D\ 3HULRG \$PRXQW E\
 LQGLYLGXDO 3\$*\$ PHPEHU

%)XQGLQJ RI 5HVROXWLRQ

7KH IXQGLQJ RI WKH 6HWWOHPHQW \$PRXQW
IXQGV SURYLGHG WR DQG HVFURZHG E\ WKH 6HWWOHPHQW
6HWWOHPHQW \$PRXQW VKDOO EH SDLG WR WKH 6HWWOHPHQW
FDOHQGDU GD\V RI WKH (IIHFWLYH 'DWH

,I D 3\$*\$ *URXS PHPEHU LV GHFHDVHG DW

Settlement Administrator shall distribute the deceased PAGA Group member's Net Settlement

Payment to the deceased PAGA Group member's legal heir(s). ,Q WKH HYHQW RI D
WKH OHJDO KHLU V WKH 6HWWOHPHQW \$GPLQLVWUDWRU

Group member's estate and attempt to place the deceased PAGA Group member's payment in

HVFURZ RU VLPLODU GLVSRVLWLRQ VXFK WKDW DQ\ FRP
WR UHVROYH XOWLPDWH GLVSRVLWLRQ RI VXFK PRQH
KHUHW R PD\ GLVFODLP DQ\ IXUWKHU LQWHUHVW LQ RU

,I D FKHFN LV UHWXUQH G WR WKH 6HWWOHPHQW
WKH 6HWWOHPHQW \$GPLQLVWUDWRU VKDOO SURPSW
SHUIRUPLQJ D VNLS WUDFH VHDFK DQG LI DQRWKHU
QHZO\ LGHQWLILHG DGGUHV ,I WKH 6HWWOHPHQW \$G
DGGUHV WKURXJK WKLV SURFHVV WKH PRQLHV UHSUH
WR WKH EHORZ SURFHGXUH

6HWWOHPHQW FKHFNV ZLOO VSHFLILFDOO\
QHJRWLDWHG ZLWKLQ RQH KXQGUHG HLJKW\ GD\V R
UHPDLQ XQFDPKHG RQH KXQGUHG HLJKW\ RU PR
6HWWOHPHQW \$GPLQLVWUDWRU VKDOO EH YRLGHG 7K
amount of each PAGA Group member's uncashed 1HW 6HWWOHPHQW 3D\PHQW
6WDWH &RQWUROOHU IRU GHSRVLW LQ WKH 8QFODLPHQW
PHPEHU WR ZKRP WKH XQFDPKHG 1HW 6HWWOHPHQW 3D

& 7LPH IRU 'LVWULEXWLRQ\ QHRV WKH \$VWV DQG QH\ \$ 3D
 7KH 6HWWOHPHQW \$GPLQLVWUDWRU V\KD OOLV\JH
 FRVWV DQG /:'\$ 3D\PHQW WR EH SDLG DW WKH VDPH WL
 WR WKH 3\$*\$ *URXS

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7KH DPRXQWV SDLG XQGHU WKLW \$JUHHPHQW GR
 SUHYLRXVO\ FUHGLWHG KRXUV RI VHUYLFH XQGHU DQ\
 VSRQVRUHG E\ 'HIHQGDQW 6XFK DPRXQWV ZLOO QRW I
 EHQHILWV XQGHU RU DQ\ RWKHU PRQHWDU\ HQWLWOH
 VSRQVRUHG E\ 'HIHQGDQW SROLFLHV RU ERQXV SURJU
 WKLW 6HWWOHPHQW VKDOO QRW EH DSSOLHG UHWURDF
 HDUQLQJV ZDJHV RU DQ\ RWKHU IRUP RI FRVSHQV
 SODQ SROLF\ RU ERQXV SURJUDP 'HIHQGDQW UHWDLQ
 SODQV SROLFLHV DQG ERQXV SURJUDPV WR HIIHFW WK
 SXUVXDQW WR WKH "6HWWOHPHQW," "hours of service," or any
 VLPLODU PHDVXULQJ WHUP DV GHILQH E\ DSSOLFDEOH
 RI HOLJLEOLW\ YHVWLQJ EHQHILW DFFUXDO RU DQ\ F
 EHQHILWV DUH QRW UHTXLUH E\ WKLW 6HWWOHPHQW

; **PLAINTIFF'S COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

Defendant shall not oppose an application by Plaintiff's Counsel WR UHFHLYH
 Plaintiff's Counsel shall not seek or receive DQ DPRXQW LQ H[FHVV RI 2QH
 7KRXVDQG 6L[+XQGUHG 6L[W\ 6L['ROODUV DQG 6L[W\ 6
 33 1/3% of the Settlement Amount for all past and future attorneys' fees necessary to prosecute,
 VHWWOH DQG DGPLQLVWHU WKH \$FWLRQ DQG WKLW 6H
 VHFWRQ , Agreed that the Settlement Amount is increased, Plaintiff's Counsel has,
 at their discretion, the option to increase their attorneys' fees in order to remain at 33 1/3% of
 WKH 6HWWOHPHQW \$PRXQW \$GGLWLRQDOO\ Plaintiff's QGDQ
 &RXQVHO WR Plaintiff's Counsel shall not seek or receive DQ DPRXQW LQ H

(LJKWHHQ 7KRXVDQG 'ROODUV

ZKLFK UHSUHV

DQG H[SHQVHV QHFHVVDU\ WR SURVHFXWH VHWWOH DO

attorneys' fees or ~~OLWLJDWLRQ~~ to Plaintiff's Counsel by the Court shall be deducted

IURP WKH 6HWWOHPHQW \$PRXQW IRU WKH SXUSRVH RI

amount shall include all attorneys' fees DQG OLWLJDWLRQ FRVWV DQG H[S

Plaintiff's Counsel could claim under any legal theory whatsoever. 6KRXOG WKH &RXUV

OHVVHU SHUFHQWDJH R~~elation to the amount that Plaintiff~~ RU O

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IHGHUO VWDWH DQG RU O, ~~Defence Counsel and Plaintiff Counsel~~ QV 7

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including attorney's fees, resulting in any way from personal tax treatment of the payments

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LQWHUSUHHWG WR FRQWDLQ RU FRQVWLWXWH DGYLFH

LV QRW LQWHQGHG RU ZULWWHQ WR EH XVHG DQG FD

DYRLGLQJ SHQDOWLHV XQGHU WKH , QWHUSUHWDWLRQ RI 7KLV \$JUHHPHQW

Defense Counsel are responsible for any Aggrieved Employee's tax obligations regarding the

DOORFDWLRQ RI WKH VHWWOHPHQW SD\PHQWV

;,, &2857 \$33529\$/

7KLV \$JUHHPHQW DQG WKH 5HVROXWLRQ LV FRQWL

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The Settlement Administrator shall keep Plaintiff's Counsel and 'HIHQVH &RXQ

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&)XUWKHU &RRSHUDWLRQ

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- 6HYHUDELOLW\

,Q WKH HYHQW WKDW DQ\ RQH RU PRUH RI WKH SUR
DQ\ UHDVRQ EH KHOG LQYDOLG LOOHJDO RU XQHQRUR

unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's

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K. Defendants' Fees and Costs

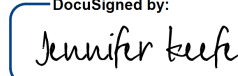
All of Defendants' own legal fees, costs and expenses incurred in this Action shall be borne by Defendants.

APPROVED AS TO CONTENT

DATE: _____, 2022

MARIA HERNANDEZ

DATE: _____, 2022

DocuSigned by:

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By: Jennifer Keefe, Chief Legal Officer

For: PELICAN PRODUCTS, INC.

APPROVED AS TO FORM

DATE: _____, 2022

LAVI & EBRAHIMIAN, LLP

By: _____

Joseph Lavi
Vincent C. Granberry
Melissa A. Huether
Danielle E. Montero
Attorneys for Plaintiff Maria Hernandez

DATE: 6/14, 2022

FISHER & PHILLIPS LLP

By:  _____

Nicole Minkow
Shaun J. Voigt
Rodrigo J. Dryjanski
Attorneys for Defendant

Exhibit A

NOTICE OF PAGA RESOLUTION

Maria Hernandez v. Pelican Products, Inc., et al.
Superior Court of the State of California for the County of Los Angeles
Case No. 21STCV20552

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
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I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Maria Hernandez (“Plaintiff”) on behalf of herself and all other allegedly aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the California Private Attorneys General Act (“PAGA”). These civil penalties are based on Plaintiff’s allegations that defendants Pelican Products, Inc. (“Defendant”) violated California state wage and hour laws governing: meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime, and double time wages, and all theories for or related to nonpayment of such wages; wage statement violations; and separation pay violations.

The Court has **not** made a determination about Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

Defendant denies Plaintiff’s allegations. Defendant maintains that the Company was in compliance with the California Labor Code at all times and enters into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees” for purposes of settlement only, which is defined as: (a) All persons within the State of California who are or were employed by Defendant as hourly, non-exempt employees in the State of California at any time during the Release Period. The “Release Period” is defined as the period from March 22, 2020 to November 15, 2021.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a proportional basis based on the number of pay periods worked by that individual during the Release Period. Your individual PAGA payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice. The amount paid to each Aggrieved Employee will be allocated as follows: one-hundred percent (100%) will be attributed to penalties and will be reported on an IRS Form 1099.

The Parties agree that all Aggrieved Employees who receive payment pursuant to this settlement will be responsible for any and all tax obligations associated with such receipt. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive. Neither Counsel for Plaintiff, Counsel for Defendant, nor the Settlement Administrator may legally provide you with advice regarding the tax implications of the receipt of this settlement payment.**

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, Plaintiff, as a representative of the State of California, the PAGA Group, and the State of California will release any and all claims and causes of action, known or unknown, contingent or accrued, against Defendant, Defendant's parents, subsidiaries, officers, directors, affiliates, their insurers, attorneys, shareholders, executives, managers, and all agents thereof (collectively "Released Parties"), arising out of the facts and claims asserted in the Action for civil penalties under the Private Attorney General Act of 2004 Cal. Lab. Code § 2698 based upon the facts alleged, for violations of the California Labor Code governing: meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime, and double time wages, and all theories for or related to nonpayment of such wages and/or payment of such wages at the incorrect rate(s) of pay; wage statement violations and/or failure to maintain accurate records; failure to timely pay wages during employment; separation pay violations; and any other penalties which could be asserted based on the allegations alleged against Defendant in Plaintiff's LWDA letter and the Action, including but not limited to Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1194, 1197, 1197.1, 1198, and the IWC Wage Order.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by the Settlement will be barred from proceeding with any claim released in this Settlement.

IV. SETTLEMENT ADMINISTRATOR

**** PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE ****

You may call the Settlement Administrator at **[ADMINISTRATOR INFO]** with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. If you do not cash or otherwise deposit your check, after 180 days, it will be transmitted to the California State Controller's Office in the Unclaimed Property Fund in your name.