

JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Joint Stipulation of Class and Representative Action Settlement Agreement and Release (“Agreement”) is between Plaintiffs Alyssa Mendoza and Gerardo Quiroz (“Plaintiffs”) and Defendants Olde Thompson, LLC, OT Holdings Corporation, and Olde Thompson Holdings Corporation (“jointly the “Defendants”) (collectively, the Plaintiffs and the Defendants are referred to herein as “the Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Released Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained in this Agreement. This Agreement, which is contingent upon Final Court approval, contains the terms of the Parties’ agreement. Plaintiffs and Class Counsel believe that the settlement set forth in this Agreement confers substantial benefits upon the Class Members.

DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. “Action” means all claims and causes of action alleged in the PAGA Letter and in the Second Amended Complaint, as defined herein.
2. “Administrator” or “Settlement Administrator” means CPT Group, Inc., the third-party administrator proposed by the Parties and appointed by the Court to administer the Settlement.
3. “Class” means all individuals who are or previously were employed by Defendants in California as hourly or non-exempt employees at any time during the period beginning March 9, 2018 to March 12, 2022.
4. “Class Counsel” means the Justice Law Corporation.
5. “Class Counsel Fees Payment” means the amounts to be paid to Class Counsel as approved by the Court to compensate them for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures in an amount of up to \$315,000 subject to modification per paragraph 45.
6. “Class Counsel Litigation Expenses Payment” means the amount to reimburse Class Counsel for their litigation expenses of an estimated \$20,000, subject to proof and as approved by the Court.
7. “Class Data List” means information for each Class Member that Defendants will provide to the Settlement Administrator. To the extent available, the Class Data List will contain each Class Member’s full name; last-known mailing address; telephone number; Social Security number; number of workweeks (full or partial) worked by each individual Class Member during the Class

Period; and number of Pay Periods (full or partial) worked as a PAGA Member during the PAGA Period.

8. “Class Member” is a member of the defined putative class.
9. “Class Notice” or “Notice” means the Court-approved Notice of Class Action Settlement in a form substantively similar to **Exhibit A**, to be mailed to Class Members informing them of the settlement, including their rights to request exclusion or to object to the Settlement, of their estimated payment to be received without the need to return a claim form, and the date set for the Final Approval Hearing.
10. “Class Representative Service Payment” means the payment approved by the Court to be made to the Plaintiffs in his capacity as the Class Representative to compensate him for initiating the Action, performing work in support of the Action, and in undertaking the risk of liability for Defendants’ expenses in the event he failed in the prosecution of the Action.
11. “Class Period” means the settlement period from March 9, 2018 to March 12, 2022.
12. “Complaint” means the Second Amended Class Action Complaint For Damages filed by Plaintiffs on June 14, 2022, *Mendoza v. Olde Thompson, LLC and OT Holdings Corporation d/b/a Olde Thompson Holdings Corporation* (California Superior Court, County of Ventura, Case No. 56-2021-00554385-CU-OE-VTA), alleging several wage and hour claims under the California Labor Code, the California Business and Professionals Code, the applicable Wage Order, and the PAGA. The Second Amended Complaint contains asserts all claims and causes of action in the PAGA Letter, the original Complaint, and in the First Amended Complaint, and asserts additional class claims.
13. “Court” means the Superior Court of the State of California for the County of Ventura.
14. “Defendants’ Counsel” means Michael J. Nader of Ogletree Deakins.
15. “Effective Date” means the date on which both of the following have occurred: (a) the Court grants final approval of this Agreement; and (b) the Judgment becomes Final as defined in this Agreement.
16. “Final” means the last of the following dates, as applicable: (a) after Judgment is entered, the day after the due date to appeal the Judgment and no appeal is filed, and (b) after Judgment is entered and a timely appeal is filed, the date the Judgment is affirmed and is no longer subject to appeal.
17. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to finally approve the terms of this Agreement and enter the Judgment.

18. “Gross Settlement Amount” or “GSA” means the non-reversionary sum of nine hundred thousand dollars (\$900,000) which shall be inclusive of the Individual Class Settlement Payments to Participating Class Members, the Individual PAGA Payments to PAGA Members, Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the LWDA Payment, but excluding any employer-side payroll taxes due on the portion of the Individual Settlement Payments allocated to wages which Defendants shall pay separately and in addition to the Gross Settlement Amount.
19. “Individual Class Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who submits a request for exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Class Settlement Payment.
20. “Individual PAGA Payment” means the pro rata share of the \$12,500 (25% of the total \$50,000 PAGA Civil Penalty Payment) amount allocated to alleged aggrieved employees out of the PAGA Civil Penalty Payment that each PAGA Member will receive.
21. “Judgment” means the Final Approval Order and Judgment entered by the Court.
22. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Civil Penalty Payment, and Administration Expenses. The Net Settlement Amount is the total amount that will be paid to Participating Class Members in the form of Individual Class Settlement Payments.
23. “Non-Participating Class Member” means a Class Member who submits a valid and timely request for exclusion from the Settlement in the manner described in the Notice of Class Action Settlement.
24. “Notice Packet” means the Class Notice, the Change of Address Form approved by the Parties and subject to Court approval, and the pre-printed return envelope, all of which the Settlement Administrator will mail to each Class Member.
25. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq.*
26. “PAGA Civil Penalty Payment” means the sum of \$50,000 to be paid out of the Gross Settlement Amount, designated by the Parties as PAGA civil penalties of which \$37,500 (75%) shall be paid pursuant to the PAGA to the Labor and Workforce Development Agency (“LWDA”), (“LWDA Payment”), and the remaining \$12,500 (25%) shall be paid proportionately to all PAGA Members.

27. “PAGA Letter” means the letter, dated March 9, 2021, that Plaintiff Alyssa Mendoza filed with the Labor and Workforce Development Agency alleging several wage and hour claims and seeking civil penalties and other relief provided by the PAGA.
28. “PAGA Members” are those Class Members employed during the PAGA Period and who will be paid an Individual PAGA Payment, regardless of whether they exclude themselves from the Class Settlement.
29. “PAGA Period” means the period from March 9, 2020 to March 12, 2022.
30. “Participating Class Member” means a Class Member who does not submit a valid and timely request for exclusion from the Class Settlement.
31. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement.
32. “Released Class Claims” means all claims and causes of action as alleged in, and that could have been alleged based on the facts of, the Action, including, but not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, arising out of or based upon any provision alleged in the Action, including the California Labor Code, the California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code § 17200, et seq.; including, without limitation, the following categories of allegations, to the fullest extent such claims are releasable by law:
 - 33.1. All class claims for failure to pay overtime wages, including all claims for the alleged omission of any kind of remuneration when calculating an employee’s regular rate of pay, all alleged claims of off the clock work, and all claims alleging improper rounding practices.
 - 33.2. All class claims for failure to provide compliant meal periods and to pay related premiums at the regular rate and on a timely basis.
 - 33.3. All class claims for failure to provide compliant rest periods and to pay related premiums at the regular rate and on a timely basis.
 - 33.4. All class claims for failure to pay minimum wages, including for all alleged off the clock work, and all claims alleging improper rounding practices.
 - 33.5. All class claims for failure to timely pay final wages, including overtime and minimum wages, as well as meal and rest break premiums.
 - 33.6. All class claims for failure to provide complete and accurate wage statements, including all claims alleging violations of parts (1)-(9) of Labor Code section 226, and claims alleging that wage statements lacked accurate information on paid sick leave and meal and rest break premiums.

33.7. All class claims for the failure to reimburse employees for all necessary business-related expenses and costs, including for non-slip shoes and personal cellular phones.

33.8. All class claims for the failure to timely pay wages during employment, including overtime and minimum wages, as well as meal and rest break premiums.

33.9. All class claims for the failure to pay sick leave, including the failure to timely pay sick leave and at the proper regular rate of pay.

33.10. All class claims for the failure to maintain employment records, including timekeeping and payroll records.

33.11. All claims for relief under the California Business and Professions Code § 17200, et seq. based on the claims mentioned above in this section.

33. “Released PAGA Claims” means that Plaintiffs, as representatives of the State of California and on behalf of the LWDA, and the PAGA Members will be forever barred from asserting or prosecuting on an individual basis, or on behalf of the State of California, any claims and/or causes of action for civil penalties and other relief available under the PAGA against the Released Parties that were or could have been pled based on any and all of the underlying alleged Labor Code violations, facts, and theories pled in Second Amended Complaint or the PAGA Letter, or raised during the mediation, which occurred during the PAGA Period. The barred claims include, to the fullest extent such claims are barred and releasable by law:

34.1. All claims seeking civil penalties for failure to pay overtime wages, including all claims for the alleged omission of any kind of remuneration when calculating an employee’s regular rate of pay, all alleged claims of off the clock work, and all claims alleging improper rounding practices.

34.2. All claims seeking civil penalties for failure to provide compliant meal periods and to pay related premiums at the regular rate and on a timely basis.

34.3. All claims seeking civil penalties for failure to provide compliant rest periods and to pay related premiums at the regular rate and on a timely basis.

34.4. All claims seeking civil penalties for failure to pay minimum wages, including for all alleged off the clock work, and all claims alleging improper rounding practices.

34.5. All claims seeking civil penalties for failure to timely pay final wages, including overtime and minimum wages, as well as meal and rest break premiums.

34.6. All claims seeking civil penalties for failure to provide complete and accurate wage statements, including all claims alleging violations of parts (1)-(9)

of Labor Code section 226, and claims alleging that wage statements lacked accurate information on paid sick leave and meal and rest break premiums.

34.7. All claims seeking civil penalties for the failure to reimburse employees for all necessary business-related expenses and costs, including for non-slip shoes and personal cellular phones.

34.8. All claims seeking civil penalties for the failure to timely pay wages during employment, including overtime and minimum wages, as well as meal and rest break premiums.

34.9. All claims seeking civil penalties for the failure to pay sick leave, including the failure to timely pay sick leave and at the proper regular rate of pay.

34.10. All claims seeking civil penalties for the failure to maintain employment records, including timekeeping and payroll records.

- 34. “Released Parties” means Defendants Olde Thompson, LLC, OT Holdings Corporation, and Olde Thompson Holdings Corporation, and their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns.
- 35. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- 36. “Qualified Settlement Fund” or “QSF” means the account established by the Administrator for the Gross Settlement Amount and employer-side payroll taxes and distribution as provided by this Agreement and as ordered by the Court.
- 37. “Workweeks” means any workweek (Sunday through Saturday) in which Settlement Class Members worked at any time at all during that workweek.

RECITALS

- 38. On March 9, 2021, Plaintiff Alyssa Mendoza filed a PAGA letter with the Labor and Workforce Development Agency (the “PAGA Letter”) alleging several wage and hour claims and seeking civil penalties and other relief provided by the PAGA.
- 39. On May 17, 2021, Plaintiff Alyssa Mendoza filed a Complaint for Civil Penalties under the PAGA with the Superior Court of the State of California, County of Ventura (Case No. 56-2021-00554385-CU-OE-VTA), alleging several wage and hour claims under the California Labor Code and the applicable Wage Order.
- 40. On September 9, 2021, Plaintiff Alyssa Mendoza filed a First Amended Complaint for Civil Penalties under the PAGA with the Superior Court of the

State of California, County of Ventura (Case No. 56-2021-00554385-CU-OE-VTA), alleging several wage and hour claims under the California Labor Code and the applicable Wage Order.

41. On June 14, 2022, Plaintiffs Alyssa Mendoza and Gerardo Quiroz filed a Second Amended Class Action Complaint for Damages as well as for civil penalties under the PAGA with the Superior Court of the State of California, County of Ventura (Case No. 56-2021-00554385-CU-OE-VTA), alleging several wage and hour claims under the California Labor Code, the California Business & Professions Code, the PAGA, and the applicable Wage Order.
42. In advance of the Parties' agreement, Defendants produced a 20% random sample of the timekeeping and payroll data of putative class members during the PAGA Period; Plaintiffs' personnel, timekeeping, and payroll records and wage statements; hundreds of pages of policies and practices related to the claims in the Action; and relevant aggregate data points for the Action, including the numbers of current and former putative class members, current and former PAGA group members, class period workweeks, PAGA payroll periods, the average hourly rate earned by putative class members during the class period, and additional data points relevant to this Action.
43. This Agreement represents a compromise and settlement of highly disputed claims. The Parties agree that nothing in this Agreement is an admission by the Defendants that the claims in the Action have merit or that Defendants bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties stipulate to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, the Parties agree that this stipulation regarding class certification will become null and void, and Defendants reserves the right to contest the certification of any class for any reason and reserves all available defenses to the claims in the Action. Defendants also reserves the right to remove the case to federal court.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

SETTLEMENT TERMS AND CONDITIONS

44. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendants will pay under this Settlement is nine hundred thousand dollars (\$900,000), which shall be inclusive of the Individual Class Settlement Payments to Participating Class Members, the Individual PAGA Payments to PAGA Members, Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the LWDA Payment, but excluding any employer-side payroll taxes due on the portion of the Individual Settlement Payments allocated to wages which Defendants shall pay separately and in addition to the Gross Settlement Amount. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the

need to submit a claim form and none of the Gross Settlement Amount will revert to Defendants.

45. **Modification of Gross Settlement Amount.** This Settlement is based on Defendants' representation that, during the PAGA Settlement Period, there were 12,236 pay periods worked by approximately 342 putative aggrieved employees. If, at the time of the Court's preliminary approval, it is determined by the Settlement Administrator that the total number of pay periods during the PAGA Settlement Period actually exceeds 12,236 by ten percent (10%) or more, Defendants shall add a pro rata increase of the Gross Settlement Amount (currently at \$900,000) for every pay period that is more than 13,459. To further clarify the pro rata increase, if the actual number of pay periods during the PAGA Settlement Period is 13,469 (10 pay periods more than the 10% cap), then the Gross Settlement Amount shall increase in the amount of \$367.70.
46. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Administrator will make the following payments from the Gross Settlement Amount:
- a) **To Plaintiffs:** Plaintiffs will apply to the Court for a Service Payment of not more than \$7,500 each in addition to each of their Individual Class Settlement Payment shares. The Administrator will pay the Class Representative Service Payments approved by the Court. No payroll tax withholding and deductions will be taken from this payment. The Administrator shall issue an IRS Form 1099 to Plaintiffs for the Class Representative Service Payments. To receive the payments, Plaintiffs agree to a Code of Civil Procedure section 1542 waiver and a general release of all claims, excluding any claims that the Plaintiffs cannot release as a matter of law, such as a claim for workers' compensation and for social security benefits.
 - b) **To Class Counsel:** Class Counsel will apply to the Court for an award of up to \$315,000 as their Class Counsel Fees Payment and no more than \$20,000 for all costs and litigation expenses incurred, subject to proof, as the Class Counsel Litigation Expenses Payment. Defendants will not oppose requests for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court.
 - c) **To the LWDA.** The Parties will seek approval from the Court for the PAGA Civil Penalty Payment of \$50,000, allocated 75% (\$37,500) for the LWDA Payment as its share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$12,500) to be distributed to all PAGA Members based on their number of Pay Periods employed during the PAGA Period, in relation to the aggregate number of Pay Periods employed during the PAGA Period. Because there is no right to opt out of a PAGA settlement, all PAGA Members will receive a proportionate share of the 25% portion of the PAGA Civil Penalty Payment, i.e., their Individual PAGA Payment, irrespective of a valid and timely request for exclusion from the Class Settlement.

- d) **To the Administrator.** The Administrator will pay to itself its reasonable fees and expenses documented and approved by the Court in an amount not to exceed \$10,500. (“Administration Expenses”).
- e) If the Court approves any payment described in this section in an amount less than requested, the Parties agree to retain the remainder in the Net Settlement Amount for distribution to Class Members.

46. **Settlement Payments to the Class.** Following the deduction of the Court-approved sums from the Gross Settlement Amount for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, Administration Expenses, the LWDA Payment, and the collective Individual PAGA Payments, the remaining Net Settlement Amount, estimated at \$489,500 shall be distributed to Participating Class Members based upon the number of Workweeks employed during the Class Period in relation to the number of Workweeks employed by all Participating Class Members during the Class Period. The Net Settlement Amount is determined by deducting the anticipated Court-approved payments as follow:

Gross Settlement Amount: **\$ 900,000**

- Class Representative Service Payments \$15,000
- Class Counsel Fees Payment \$315,000
- Class Counsel Litigation Expenses \$20,000
- LWDA Payment \$37,500
- Individual PAGA Payments \$12,500
- Administration Expenses \$10,500

Net Settlement Amount: **\$489,500**

- a) **Individual Class Settlement Payment.** Individual Class Settlement Payments will be paid from the Net Settlement Amount and paid pursuant to the formula as follows: (i) First, using the Class Data List, the Administrator will compute the total number of Workweeks of all Participating Class Members collectively during the Class Period; this sum shall be known as the “Workweek Total;” (ii) Second, the Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value of each eligible Workweek; this shall be known as the “Workweek Value;” (iii) Third, the Administrator will multiply the number of Workweeks of a Participating Class Member during the Class period by the Workweek Value to determine the Participating Class Member’s Individual Class Settlement Payment.
- b) **Allocation of the Settlement Payment, and Tax Forms.** The Administrator shall allocate 20% of each Participating Class Member’s Individual Class Settlement Payment to wages and 80% to penalties and interest allegedly due to employees, which shall also include the sum of

the Individual PAGA Payments. The Settlement Administrator will be responsible for issuing to claimants a form W-2 for amounts deemed “wages” and an IRS Form 1099 for the portions allocated to penalties and interest.

- c) **Effect of Non-Participating Class Members.** Non-Participating Class Members are those who returned a valid and timely request for exclusion, and they will not receive an Individual Class Settlement Payment share of the Net Settlement Amount. Their exclusion from the Class will neither affect the Gross Settlement Amount nor affect the Net Settlement Amount. Their respective Individual Class Settlement Payment shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Workweeks employed during the Class Period. However, since there is no right to opt out of a PAGA settlement, each Non-Participating Class Member who is also a PAGA Member shall receive a pro-rata share of the 25% portion of the PAGA Civil Penalty Payment allocated to them, and they will be bound to the release of all of the claims for civil penalties under the PAGA that are included in the Released Claims.

- 47. **Appointment of Administrator.** The Parties agree to use the CPT Group, Inc. to serve as the Administrator, which, as a condition of appointment, will agree to follow this Agreement with respect to the performance of its duties and its compensation. The Administrator’s duties will include formatting, printing, and mailing the Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Notice Packets; re-mailing Notice Packets that are returned to the Class Member’s new address as located upon skip-tracing or as provided by Counsel for the Parties; setting up a toll-free telephone number to receive calls from Class Members, and a post office box to receive communications from Class Members which include for instance, disputed claims, change of address forms, requests for exclusion, and objections; providing the Parties with weekly status reports; calculating Individual Class Settlement Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports and filings required under this Settlement and to administrate the Settlement, including, but not limited to, the DE 9, the DE 9C, 1099s, W-2s and W-3s; handling uncashed checks; providing declarations as requested by the Parties, and otherwise administering the Settlement pursuant to this Agreement. The Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member’s Individual Class Settlement Payment and/or Individual PAGA Payment. The Settlement Administration Expenses, including the cost of printing and mailing the Notice Packet, will come from the Gross Settlement Amount. Defendants and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator’s work. Plaintiffs, Class Counsel, Defendants and Defendants’ Counsel shall not bear any responsibility for errors or omissions in the

calculation or distribution of the Individual Settlement Payments or any other distribution of monies contemplated by this Settlement Agreement.

48. **Procedure for Approving Settlement.**

a. **Motion for Preliminary Approval of Settlement.**

- i. After execution of this Agreement, Plaintiffs will file a Motion for Preliminary Approval seeking preliminary approval of the proposed Settlement, conditional class certification, approval of the Notice, appointment of Class Counsel, designation of Plaintiffs as the Class Representative, and CPT Group, Inc. as the Administrator, and setting a date for the Final Approval Hearing. Class Counsel shall be responsible for preparing the Motion for Preliminary Approval, supporting declarations, and its exhibits. Class Counsel agrees to provide Defendants' Counsel with drafts of the Motion for Preliminary Approval and any other documents they intend to submit in support of their Motion for Preliminary Approval at least five (5) business days in advance of the filing of such documents to allow Defendants' Counsel reasonable time to review and comment on such papers. Class Counsel further agrees to reasonably incorporate the comments from Defendants' Counsel.
- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Motion for Preliminary Approval, and submit an Order Granting Preliminary Approval of the Settlement.
- iii. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of the Released Claims, or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Agreement for the Court's approval.

49. **Notice to Class Members.** If the Court enters an Order Granting Preliminary Approval of the Settlement, the Notice Packet will be mailed to all members of the Class as follows:

- a. No later than twenty (20) days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will, to the extent possible, provide the Class Data List to the Administrator. The Administrator shall maintain the Class Data List as private and confidential and shall not disclose such data to any persons or entities other than Defendants' Counsel. The Class Data List is being supplied solely to be used for settlement notification and settlement administration purposes, and shall not be used for any other purpose by the

Administrator or Class Counsel. The Parties agree that the Class Data List will not be used to solicit Class Members to file any claim, charge or complaint of any kind whatsoever against Defendants or any other Released Parties, and will only be used to administer the Settlement under the terms provided herein. No later than three (3) days after receipt of the Class Data List, the Administrator shall notify counsel for the Parties that the information in the Class Data List has been received.

- b. Upon receipt of the Class Data List, the Administrator will perform a search of the United States Post Office's National Change of Address database to update and correct any known or identifiable changes to Class Member addresses before mailing the Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than twenty-one (21) calendar days following receipt of the Class Data List, the Administrator will mail the Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Administrator obtains in the course of administration of the Settlement. The Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a skip-trace to identify any updated addresses. The content of the Notice Packet shall include a Notice of Class Action Settlement, a Change of Address form, and a pre-printed return envelope based on the Parties' agreement, and subject to Court approval and modification as necessary to fulfill the Parties' desire to resolve the case.
- c. The exterior of the mailing envelope containing the Notice Packet shall include the following language on the left side of the envelope below the Administrator's mailing address:

**IMPORTANT LEGAL DOCUMENT: You may
get Money from a Class Action Settlement; your
prompt reply to correct a bad address is required.**

- d. If a Notice Packet is returned because of an incorrect address, the Administrator will promptly, and not longer than five (5) days from receipt of the returned Notice Packet, search for a more current address and re-mail the Notice Packet to the Class Member. The Administrator will use the Class Data List and otherwise work with Defendants to find the most current address. The Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Notice Packet is re-mailed, the Administrator will note for its own records and notify

Counsel for the Parties of the date of each such re-mailing as part of a weekly status report provided to the Parties.

- e. As part of its weekly status report, the Administrator will inform Class Counsel and Defendants' Counsel of the number of requests for exclusions, number of disputed claims, and number of objections received, and will provide all written objections upon receipt to Class Counsel and Defendants' Counsel
- f. No later than ten (10) days before the date that the Plaintiffs will file the Motion for Final Approval of the Settlement, the Administrator will provide its declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the requests for exclusions, disputed claims, and objections received. Prior to the Final Approval Hearing, the Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

50. **Objections to Settlement; Disputes as to the Number of Workweeks; and Requests for Exclusion.** Class Members may submit objections as to any term of the Settlement, dispute the number of Workweeks allocated to them, and request exclusion pursuant to the following procedures:

- a. **Object to Settlement.** The Class Notice will provide that only Participating Class Members may object to the Settlement. Participating Class Members may submit a written objection to the Administrator no later than forty-five (45) days after the Administrator mails the Notice Packets. The date of mailing on the envelope shall be deemed the exclusive means for determining if an objection was timely received. Written objections must be signed by the Class Member and should set forth: (1) the full name and address of the objecting Class Member; (2) the grounds for each objection made; and (3) whether the Class Member intends to appear at the Final Approval Hearing. Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and Defendants' Counsel with this notice no later forty five (45) days after the Administrator mailed the Notice Packets. Class Members may also appear at the Final Approval Hearing to orally object, even if they have not submitted a written objection. Any Class Member who fails to submit a timely written objection or to present an objection at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise. Class Members who receive a re-mailed Class Notice shall have an additional twenty (20) days from their original deadline to object in writing.

- b. **Dispute the Number of Workweeks.** Class Members may dispute the number of Workweeks the Class Notice allocates to them during the Class Period, and they must do so no later than forty five (45) days after the Administrator mails the Notice Packets. The date of mailing on the envelope shall be deemed the exclusive means for determining if a dispute was timely received. If there is a dispute, the Administrator shall consult with the Parties to determine whether an adjustment is warranted. In the absence of circumstances indicating fraud, manipulation or destruction, Defendants' records will be given a rebuttable presumption of accuracy. Class Members who receive a re-mailed Class Notice shall have an additional twenty (20) days from their original deadline to dispute in writing the number of Workweeks allocated to them during the Class Period.
- c. **Requests for Exclusion.** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must postmark and mail to the Administrator a written request for exclusion no later than forty five (45) days after the Administrator's mailing of the Notice Packets. The date of mailing on the envelope shall be deemed the exclusive means for determining if a request for exclusion was timely received. Class Members who receive a re-mailed Class Notice shall have an additional twenty (20) days from their original deadline to request in writing an exclusion from the Settlement.
 - i. To be valid, a request for exclusion must be timely and must comply with the instructions detailed in the Class Notice, including providing (1) the name and address of the Class Member requesting exclusion; (2) a statement expressing that the Class Member elects to be excluded from the Settlement; and (3) a signature by the Class Member. If a question is raised about the authenticity of a signed request for exclusion, the Administrator will have the right to demand additional proof of the Class Member's identity.
 - ii. A Non-Participating Class Member will not participate in or be bound by the Released Claims and the Judgment. However, a Non-Participating Class Member who is also a PAGA Member will be bound by the PAGA Release. Defendants will remain free to contest any claim brought by the Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants has or could assert against such a claim. However, even if a Class Member opts out of the Settlement, the Class Member will still receive a proportionate share of the PAGA Civil Penalty Payment allocated to the PAGA Members. The Administrator will determine the Individual PAGA Payment by comparing the number of Pay Periods the PAGA Member was employed during the PAGA Period to the total number of Pay Periods all PAGA Members were employed during the PAGA Period. In this instance, any Class

Member who is also a PAGA Member will only be bound by the PAGA Release.

- iii. A Class Member who does not complete and mail a timely request for exclusion in the manner and by the deadline specified above will automatically become a Participating Class Member, will receive a Settlement Payment, and be bound by all terms and conditions of the Settlement, including the Released Claims if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or he has objected to the Settlement.
 - iv. Persons who submit a request for exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement because the Settlement no longer concerns them.
 - v. All Participating Class Members who do not submit a valid and timely request for exclusion will receive a Individual Class Settlement Payment without the need to file a claim form, and the terms of the Released Claims and Judgment will bind them.
- d. **Report.** No later than ten (10) days after the deadline for submission of requests for exclusions, the Administrator will provide Class Counsel and Defendants' Counsel with a complete and accurate count of Participating Class Members and Non-Participating Class Members.
51. **Right of Defendants to Reject Settlement.** If more than five percent (5%) of the Class Members return valid and timely requests for exclusion, Defendants will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendants will pay the Settlement Administration Expenses incurred as of the date that Defendants exercises the right to void the Settlement. Defendants will notify Class Counsel and the Court whether it is exercising this right to void no later than ten (10) days after the Administrator notifies the Parties, for the final time, of the number of valid requests for exclusion received. If Defendants exercises this right, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed.
52. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

53. Additional Briefing and Final Approval.

- a. Upon the expiration of the deadline for submission of requests for exclusions, objections, and disputes, and with the Court's permission, a Final Approval Hearing shall be conducted.
- b. As directed by the Court after preliminary approval, the Plaintiffs will file with the Court a Motion for Final Approval of the Settlement, that shall include Class Counsel's application for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payments, and the Class Representative Service Payment, as well as the Administration Expenses and PAGA Civil Penalty Payment. Class Counsel shall be responsible for preparing the Motion for Final Approval, and any supporting declarations, and exhibits thereto. Class Counsel agrees to provide Defendants' Counsel with drafts of all documents they intend to submit in support of the Motion for Final Approval at least five (5) business days in advance of the filing to allow Defendants' Counsel reasonable time to review and comment on such papers and further agrees to reasonably incorporate the comments from Defendants' Counsel. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Final Approval Order, including a good faith attempt to address and/or cure any issues identified by the Court as necessary for final approval.
- c. If any opposition is filed, then no later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the Motion for Final Approval of the Settlement.
- d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of the Released Claims), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Agreement for the Court's approval. But an award by the Court of lesser amounts than those sought by the Class Counsel for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Agreement within the meaning of this paragraph.
- e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, Class Counsel will present for the Court's approval and entry the Judgment. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

54. **Waiver of Right to Appeal.** Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement to the Administrator waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate the judgment, a motion for a new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If there is an appeal from the Judgment, it suspends the time for consummation of the Settlement (including making payments under the Settlement) until the appeal is finally resolved and the Judgment becomes final.
55. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of the Released Claims), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court no later than 21 days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
56. **Funding and Other Payments.** No later than ten (10) calendar days after the Judgment becomes Final as defined herein, the Administrator shall send Defendants' Counsel electronic wiring instructions for paying the Gross Settlement Amount into the QSF (or additional amounts if applicable under the "Modification of Gross Settlement Amount" section herein). Defendants shall fund the QSF with the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes no later than thirty (30) calendar days after the Judgment becomes Final. Within fourteen (14) days after Defendants funds the QSF, the Administrator will pay to Participating Class Members their Individual Class Settlement Payments via first-class regular U.S. Mail; to all PAGA Members, their Individual PAGA Payments; to Plaintiffs, the Class Representative Service Payment; to Class Counsel, the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to the LWDA, their LWDA Payment; and to the Administrator, the Settlement Administration Expenses. The Judgment cannot become Final, and Defendants will not be obligated to fund the QSF, unless and until there is no possibility of an appeal or further appeal (by anyone who has the right to, or claims to have the ability to, take an appeal) that could potentially prevent this Settlement from becoming final and binding.

57. **Uncashed Settlement Share Checks.** A Class Member must cash their Settlement Payment check within one-hundred and eighty (180) days of the Administrator's mailing of the checks. If the Administrator receives a returned check, it will make all reasonable efforts to re-mail it to the Class Member at their correct address. If a Class Member's Settlement Payment check is not cashed within thirty (30) days after its initial mailing, the Administrator will send a postcard notifying the Class Member that unless the check is cashed by the 180th day, it will expire and become non-negotiable, and the Administrator will offer to replace the check if it was lost or misplaced and not cashed. If the check remains uncashed after one-hundred and eighty (180) days since the Administrator's mailing of the checks, the Administrator will void the checks, and transmit the funds to the State of California's Controller, Unclaimed Property Division for further handling on behalf of the Class Member.
58. **Final Report by Administrator to Court.** Within ten (10) calendar days after final disbursement of all funds from the Gross Settlement Amount, the Administrator will serve on the Parties and file with the Court a declaration as a final report on the disbursements of all funds from the Gross Settlement Amount.
59. **Released Claims.**
- a. **Participating Class Members.** As of the Effective Date, the Released Parties shall be entitled to a full and final accord, satisfaction, settlement, and release of the Released Claims for the Class Period from Participating Class Members, including the Plaintiffs.
 - b. **PAGA Members.** As of the Effective Date, all PAGA Members are bound by the PAGA Release.
 - c. **Plaintiffs.** As of the Effective Date, the Plaintiffs fully and finally release Defendants and the Released Parties from any and all claims, losses, debts, charges, damages, demands, obligations, causes of action, lawsuits, liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts, judgments, awards, penalties, costs, and expenses of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law, including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and those arising from or relating to Plaintiffs' employment with Defendants and the termination of that employment ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims includes all of the Released Claims as defined herein as well as all other wage and hour claims, claims under the California Business and Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the PAGA, claims under the Fair Labor Standards Act, and all claims for indemnity or reimbursement of business expenses,

overtime compensation, minimum wages, penalties, liquidated damages, and interest, as well as all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, arising from or relating to Plaintiffs' relationship, or termination of relationship, with any Released Party through the Effective Date for any type of relief. Plaintiffs further covenants that he will not become a member of any other legal actions against the Released Parties, as that term is defined, asserting any of Plaintiffs' Released Claims (including the Released PAGA claims and the Released Class claims) and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent by law, and this release excludes only a release of claims that is not permitted by law.

- d. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, each of the Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that he now knows or believes to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waives and relinquishes the provisions, rights and benefits of California Civil Code section 1542, which reads:

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

- e. **Class Counsel.** As of the Effective Date, and except as otherwise provided by this Agreement and the Judgment, Class Counsel waives any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action.

60. **Limitation on Public Statements About Settlement.** Prior to final approval, the Parties agree not to disclose the terms of this Settlement except in court papers filed to seek approval and any other disclosures agreed to by the Parties that are necessary to effectuate the Settlement. Plaintiffs and Class Counsel shall not issue any press releases, or hold any press conferences, or publish information about the settlement on any website, or otherwise publicize the settlement. However, Plaintiffs' counsel may (in future declarations

submitted in Court) refer to the fact that this matter settled on a class and representative action basis for purposes detailing the experience of counsel. Plaintiffs and Plaintiffs' Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the Court.

61. Plaintiffs represent that other than the instant Action, Plaintiffs and Class Counsel have no intent to assert any other claims against Defendants in any judicial, arbitral, or administrative forum. Plaintiffs' Counsel will further represent that they do not know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendants. The Parties acknowledge, understand, and agree that the representations described in this paragraph are essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.
62. **Additional Mediation.** If this matter is not approved by the Court for any reason, the Parties agree to attend mediation again in an effort to reach a settlement approved by the Court.
63. **Miscellaneous Terms.**
 - a. **No Admission of Liability or Class Certification for Other Purposes.**
 - i. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the Released Parties. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).
 - ii. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Plaintiffs or Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or

administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- iii. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
62. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
63. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by the Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court for resolution.
64. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
65. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
66. **Agreement Binding on Successors.** This Agreement is binding upon, and inures to the benefit of, the successors of each of the Parties. The Parties warrant that they understand and have full authority to enter this Agreement, and intend it to be fully enforceable and binding on all Parties, pursuant to California Code of Civil Procedure section 664.6, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms,

notwithstanding any Settlement Conference confidentiality provisions which might otherwise apply under federal or state law.

67. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
68. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
69. **Fair and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations facilitated by an experienced and respected wage and hour class action mediator, taking into account all relevant factors, current and potential.
70. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within sixty (60) days after the Judgment becomes Final, Class Counsel will return or destroy all such documents and data, and provide written confirmation to Defendants of the destruction.
71. **Exhibits and Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement. The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement.
72. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Justice Law Corporation
Douglas Han, Esq.
info@justicelawcorp.com
751 N. Fair Oaks Avenue, Suite 101
Pasadena, CA 91103
Telephone: (818) 230-7502

To Defendants:

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

Michael J. Nader, Esq.

Email: Michael.nader@ogletree.com

500 Capitol Mall, Suite 2500

Sacramento, CA 95814

Telephone: (916) 840-3150 / Fax: (916) 840-3159

73. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically, or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
74. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement, the Parties agree to jointly request the Court to stay all proceedings with this Action, except for such proceedings needed to secure approval of this settlement, and the time to bring the Action to trial shall be extended pending the outcome of the settlement process.
75. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action to ensure the continuing implementation of this Agreement.
76. **Court Filings.** The Parties agree not to object to any Court filings consistent with this Settlement Agreement.
77. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement:

07/07/2022

Dated: June ____, 2022

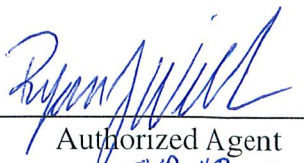
By: 
Alyssa Mendoza, Plaintiffs

06/29/2022

Dated: June ____, 2022

By: 
Gerardo Quiroz, Plaintiffs

Dated: June 7/31/2022, 2022

By: 
Authorized Agent
SVP HR OFI

Defendants Olde Thompson, LLC, OT
Holdings Corporation, and Olde Thompson
Holdings Corporation

APPROVED AS TO FORM:

Dated: June 8, 2022
July

By: 
Douglas Han, Plaintiffs' Counsel

Dated: August 8, 2022

By: 
Michael J. Nader
Paul M. Smith
Counsel for Defendants
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

EXHIBIT A

Superior Court of California, County of Ventura
Mendoza v. Olde Thompson, LLC and OT Holdings Corporation d/b/a Olde Thompson Holdings Corporation (California Superior Court, County of Ventura, Case No. 56-2021-00554385-CU-OE-VTA),

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

To: All individuals who are or previously were employed by Defendants Olde Thompson, LLC, OT Holdings Corporation, and Olde Thompson Holdings Corporation in the State of California as hourly or non-exempt employees at any time during the period beginning March 9, 2018 to March 12, 2022 (the “Class Members”); and

All individuals who are or previously were employed by Defendants Olde Thompson, LLC, OT Holdings Corporation, and Olde Thompson Holdings Corporation in the State of California as hourly or non-exempt employees at any time during the period beginning March 9, 2020 to March 12, 2022 (the “PAGA Members”).

A putative class action and representative action under the California Private Attorneys General Act of 2004 (“PAGA”), which was brought on behalf of the Class and PAGA Members (defined above) and against Defendants Olde Thompson, LLC, OT Holdings Corporation, and Olde Thompson Holdings Corporation (the “Defendants”) has been settled for \$900,000.00. As explained in this Notice, if the Court approves this class and PAGA Settlement then you may receive payments under this Settlement. You are receiving this Notice because based on Defendants’ records, you are a Class Member and/or a PAGA Member.

If you are a Class Member and/or a PAGA Member, you are eligible for payment from the Settlement described in this Notice without the need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to participate and receive your share of the money from the class and PAGA settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims. [You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.]
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you ask to be excluded from the class portion of the settlement and money is later awarded, you will not receive any share from the class settlement money. But if you exclude yourself, you keep any rights as an individual to sue Defendants separately about the same legal claims that are being settled here. You may exclude yourself from the settlement by submitting a written Request for Exclusion according to the instructions contained in this Notice. The deadline to submit a Request for Exclusion is [45 calendar days from date of mailing].

	If you are a PAGA Member, even if you exclude yourself from the class action, you will still receive a portion of the PAGA settlement money and be bound by the release of PAGA claims.
OBJECT	Object to the Settlement if you think the Settlement is not fair by sending your written objection to the Settlement Administrator and, if you wish, appear at the Final Approval Hearing. If you submit a Request for Exclusion from the Settlement, you cannot also object to it. The deadline to submit an objection is [45 calendar days from date of mailing].

- **Your rights and options – and the deadlines to exercise them – are explained in this Notice.**
- **Defendants support the settlement and will not retaliate in any manner against any class member who remains in the class and receives a settlement payment.**

BASIC INFORMATION

1. Why was this notice issued

A Court authorized this Notice because you have a right to know about a proposed Settlement of a class and representative PAGA action lawsuit, and about all of your options, before the Court decides whether to approve it. This notice explains the lawsuit, the Settlement, your legal rights, the payments that are available, who is eligible to receive them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of Ventura, and the case is known as *Mendoza v. Olde Thompson, LLC and OT Holdings Corporation d/b/a Olde Thompson Holdings Corporation* (California Superior Court, County of Ventura, Case No. 56-2021-00554385-CU-OE-VTA) (the “Action” or the “Lawsuit”).

2. What is the Lawsuit about?

On June 14, 2022, Plaintiffs Alyssa Mendoza and Gerardo Quiroz filed a Second Amended Class Action Complaint for Damages as well as for civil penalties under the PAGA with the Superior Court of the State of California, County of Ventura. *Mendoza v. Olde Thompson, LLC and OT Holdings Corporation d/b/a Olde Thompson Holdings Corporation* (California Superior Court, County of Ventura, Case No. 56-2021-00554385-CU-OE-VTA) alleging several wage and hour claims under the California Labor Code, the California Business & Professions Code, the PAGA, and the applicable Wage Order.

Defendants deny all of the claims in the Lawsuit. Defendants specifically deny that either of them was a joint employer or employer of Plaintiff Alyssa Mendoza. However, Defendants have agreed to settle the Lawsuit to avoid continued litigation. The Settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated.

3. What is a class action?

In a class action lawsuit, one or more people called Class Representatives (in this case, Alyssa Mendoza and Gerardo Quiroz) sue on behalf of others who may have similar claims, who are called a class or class members.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs, nor did the Court decide in favor of Defendants. Instead, both sides agreed to a no-fault settlement of the Lawsuit (“Settlement”). That way, they avoid the cost of further litigation including a trial, and the people affected will get compensation from the Settlement.

5. Who are the Parties in these Lawsuits?

Plaintiffs Alyssa Mendoza was a former temporary agency employee who was engaged to provide services for Defendant Olde Thompson, LLC. Plaintiff Gerardo Quiroz was a former employee of Defendant Olde Thompson, LLC. The Defendants are Olde Thompson, LLC, OT Holdings Corporation, and Olde Thompson Holdings Corporation.

6. Who are the Attorneys representing the Plaintiffs and the Class?

Justice Law Corporation
Douglas Han, Esq.
info@justicelawcorp.com
751 N. Fair Oaks Avenue, Suite 101
Pasadena, CA 91103
Telephone: (818) 230-7502

You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$900,000.00 to fully and finally resolve all claims in the Lawsuit (referred to as the “Total Settlement Amount”). Class Counsel will apply to the Court for attorneys’ fees of up to \$315,000.00 (35% of the Total Settlement Amount); litigation costs estimated at \$20,000; a “Class Representative Enhancement Payment” of up to \$15,000 for each of the Plaintiffs for their work and effort in prosecuting this case, risks taken for the payment of costs in the event of loss, and a general release of all claims; settlement administration expenses to CPT Group, Inc., estimated at \$10,500; and a “PAGA Payment” to the California Labor Workforce and Development Agency (“LWDA”) and PAGA Members in settlement of claims for penalties under PAGA. The exact amount of the attorneys’ fees, litigation costs, Class Representative service payments, and settlement administration expenses will be determined by the Court at the Final Approval hearing if the Settlement is approved.

Following the Court-approved deductions, the remaining portion of the Settlement, the Net Settlement Amount (“NSA”), is estimated to be \$489,500. The NSA will be apportioned and paid out entirely, automatically, to all “Participating Class Members,” who are the Settlement Class Members who do not ask to be excluded from the class action settlement, as “Individual Settlement Payments.”

No portion of the Total Settlement Amount will revert to Defendants under any circumstances.

8. How will the Individual Settlement Payments be calculated and how much will my award be?

Participating Class Members will receive a pro-rata share of the NSA based on the number of weeks they worked for Defendants during the time period of March 9, 2018 to March 12, 2022 (the “Class Settlement Period”).

Here’s how it works – the NSA will be entirely distributed to the Participating Class Members. The NSA allocated to each individual Participating Class Member will be based on the individual’s total number of weeks worked during the Class Settlement Period, in relation to the total number of weeks worked by all Participating Class Members. Weeks will be calculated according to Defendants’ records.

Based on Defendants’ records, you worked _____ work weeks during the Class Settlement Period and your estimated Individual Settlement Payment is \$_____, before applicable tax withholdings, although the actual amount that is paid may be lower or higher than the amount estimated. If you wish to dispute your number of workweeks during the Class Settlement Period, you must notify the Settlement Administrator in writing, no later than forty-five (45) days after the mailing of this Notice. Please provide any proof you may have that you were employed by Defendants for a different number of weeks during the Class Settlement Period.

Individual Settlement Payments shall be subject to applicable withholding taxes on that portion of the payment allocated to wages. Individual Settlement Payments will be allocated 20% to wages for which an IRS W-2 form will be issued, and 80% to penalties and interest for which an IRS 1099 form will be issued as required. You will be responsible for the tax consequences of your Individual Settlement Payments, for filing your own returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. You should consult with a tax advisor concerning the tax consequences of the Individual Settlement Payment you could receive under the Settlement.

9. How will the PAGA Payment be distributed?

The Parties will seek approval from the Court to designate \$50,000.00 of the Total Settlement Amount as penalties recoverable under the PAGA. 75% of this amount, or \$37,500.00, will be paid to the LWDA, as required by law. The remaining 25% of this amount, or \$12,500.00, will be distributed to the PAGA Members as “Individual PAGA Payments.” The Individual PAGA Payments are paid in addition to any Individual Settlement Payments (the Individual Settlement Payment and the Individual PAGA Payments are the “Settlement Payment”). 100% of the PAGA Payment will be treated as penalties and interest. You should consult with a tax advisor concerning the tax consequences of the Individual PAGA Payment you could receive under the Settlement.

Not all Class Members are PAGA Members entitled to an Individual PAGA Payment. You are only a PAGA Member if you worked for Defendants during the period March 9, 2020 through March 12, 2022 (the “PAGA Settlement Period”). The Individual PAGA Payments will be calculated on a pro-rata basis based on the number of pay periods that you worked during the PAGA Settlement Period. Based on Defendants’ records, your total pay periods during the PAGA Settlement Period is _____. Based on that, your anticipated approximate Individual PAGA Payment is \$_____. If you wish to dispute your number of pay periods during the PAGA Settlement Period, you must notify the Settlement Administrator in writing, no later than forty-five (45) days after the mailing of this Notice. Please provide any proof you may have that you were employed by Defendants for a different number of pay periods during the PAGA Settlement Period.

HOW TO GET PAYMENT

10. How can I get my Settlement Payment?

If the Settlement is approved, you do not need to do anything to receive a Settlement Payment. If the Court approves the Settlement at a final approval hearing, your Settlement Payment will be mailed to the address on file with the Settlement Administrator. **It is your responsibility to keep the Settlement Administrator informed of any change in your address, as your Settlement Payment will be mailed to the last known address it has on file for you** if the Court approves the settlement.

11. When can I expect to receive my Settlement Payment?

If the Court approves the Settlement, and there are no pending objections, your share of the Settlement will be paid approximately 90 days after the Court grants final approval of the Settlement. **Your share of the Settlement will be mailed to the address on file for you.** Again, if this address is not correct, or if you move after you receive this Notice, you should notify the Settlement Administrator by mail or by calling the Settlement Administrator at 800-_____.

12. What am I giving up to get a Settlement Payment?

Participating Class Members will be giving up or “releasing” the claims described below:

Release of Class Claims: After the Court grants final approval of the Settlement, each Participating Settlement Class Member will be bound by the approval and judgment and thereby releases Defendants and their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns (“Released Parties”) will fully and forever release all claims and causes of action as alleged in, and that could have been alleged based on the facts of, the Action, including, but not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, arising out of or based upon any provision alleged in the Action, including the California Labor Code, the California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code § 17200, et seq.; including, without limitation, the following categories of allegations, to the fullest extent such claims are releasable by law: (1) All class claims for failure to pay overtime wages, including all claims for the alleged omission of any kind of remuneration when calculating an employee’s regular rate of pay, all alleged claims of off the clock work, and all claims alleging improper rounding practices; (2) All class claims for failure to provide compliant meal periods and to pay related premiums at the regular rate and on a timely basis; (3) All class claims for failure to provide compliant rest periods and to pay related premiums at the regular rate and on a timely basis; (4) All class claims for failure to pay minimum wages, including for all alleged off the clock work, and all claims alleging improper rounding practices; (5) All class claims for failure to timely pay final wages, including overtime and minimum wages, as well as meal and rest break premiums; (6) All class claims for failure to provide complete and accurate wage statements, including all claims alleging violations of parts (1)-(9) of Labor Code section 226, and claims alleging that wage statements lacked accurate information on paid sick leave and meal and rest break premiums; (7) All class claims for the failure to reimburse employees for all necessary business-related expenses and costs, including for non-slip shoes and personal cellular phones; (8) All class claims for the failure to timely pay wages during employment, including overtime and minimum wages, as well as meal and rest break premiums; (9) All class claims for the failure to pay sick leave, including the failure to timely pay sick leave and at the proper regular rate of pay; (10) All class claims for the failure to maintain employment records, including timekeeping and payroll records; (11) All claims for relief under the California Business and Professions Code § 17200, et seq. based on the claims mentioned above in this section. The period of the Released Class Claims will be the Class Settlement Period.

PAGA Members and the State of California will be giving up or “releasing” claims for civil penalties under PAGA:

Release of PAGA Claims: After the Court grants final approval of the Settlement, then Plaintiffs, as representatives of the State of California and on behalf of the LWDA and the PAGA Members, will fully and finally release the Released Parties from any claims and/or causes of action for civil penalties and other relief available under the PAGA against the Released Parties that were or could have been pled based on any and all of the underlying alleged Labor Code violations, facts, and theories pled in Second Amended Complaint or the PAGA Letter filed by the Plaintiff, or raised during the mediation, including, to the fullest extent such claims are barred and releasable by law: (1) All claims seeking civil penalties for failure to pay overtime wages, including all claims for the alleged omission of any kind of remuneration when calculating an employee’s regular rate of pay, all alleged claims of off the clock work, and all claims alleging improper rounding practices; (2) All claims seeking civil penalties for failure to provide compliant meal periods and to pay related premiums at the regular rate and on a timely basis; (3) All claims seeking civil penalties for failure to provide compliant rest periods and to pay related premiums at the regular rate and on a timely basis; (4) All claims seeking civil penalties for failure to pay minimum wages, including for all alleged off the clock work, and all claims alleging improper rounding practices; (5) All claims seeking civil penalties for failure to timely pay final wages, including overtime and minimum wages, as well as meal and rest break premiums; (6) All claims seeking civil penalties for failure to provide complete and accurate wage statements, including all claims alleging violations of parts (1)-(9) of Labor Code section 226, and claims alleging that wage statements lacked accurate information on paid sick leave and meal and rest break premiums; (7) All claims seeking civil penalties for the failure to reimburse employees for all necessary business-related expenses and costs, including for non-slip shoes and personal cellular phones; (8) All claims seeking civil penalties for the failure to timely pay wages during employment, including overtime and minimum wages, as well as meal and rest break premiums; (9) All claims seeking civil penalties for the failure to pay sick leave, including the failure to timely pay sick leave and at the proper regular rate of pay; (10) All claims seeking civil penalties for the failure to maintain employment records, including timekeeping and payroll records. The period of the Released PAGA Claims will be the PAGA Settlement Period.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

13. Can I exclude myself from the class settlement?

If you do not wish to participate in the class settlement for whatever reason, you can exclude yourself from the class settlement (that is, “opt out” of the Settlement). If you opt out, you keep your right to sue the Defendants for the same claims on an individual basis. However, you cannot opt out of the PAGA portion of the Settlement. To opt out and exclude yourself from the Class and this Settlement so that you do not become a Participating Settlement Class Member, you must provide a signed and dated letter to the Administrator requesting to be excluded from the Class. The letter must state in substance:

“I have read and understand the Notice of Settlement of Class and Representative Action and I wish to exclude myself from the Settlement described in the Notice.”

Your letter requesting to exclude yourself must include the case name, *Mendoza v. Olde Thompson, LLC and OT Holdings Corporation d/b/a Olde Thompson Holdings Corporation* (California Superior Court, County of Ventura, Case No. 56-2021-00554385-CU-OE-VTA), your full name, current address and telephone number. It must be addressed to the Administrator at [address], postmarked on or before _____, 2022. [45 days from mailing of Notice] Requests for exclusion postmarked after this date may be disregarded.

14. **If I don't exclude myself from the class settlement, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself from the class settlement, you give up any right to sue Defendants for the claims that this Settlement resolves. *If you have a separate arbitration or lawsuit already against any of the Defendants, you should speak to your lawyer in that case immediately.* You may need to exclude yourself from this Class and this case by the above deadline in order to continue your separate arbitration or lawsuit.

15. **If I exclude myself from the class settlement, can I get money from this settlement?**

Not from the Class Settlement. If you request to be excluded from the Settlement, you will not receive an Individual Settlement Payment. You also will not be able to object to the Settlement as explained below. Your Individual Settlement Payment will be redistributed to the Participating Class Members.

However, if you are a PAGA Member, you will receive an Individual PAGA Payment regardless of whether you exclude yourself from the class settlement.

No portion of the Total Settlement Amount will go back to Defendants as a result of any person opting out of the Settlement.

OBJECTING TO THE SETTLEMENT

16. **How do I tell the Court that I don't like the Settlement?**

If you don't think the Settlement is fair, and you don't request to be excluded from the class settlement, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it before the Court decides whether to grant final approval of the Settlement.

To object in writing, you must submit a timely written objection to the Administrator. Your objection must state that you object to the proposed Settlement of this case entitled *Mendoza v. Olde Thompson, LLC and OT Holdings Corporation d/b/a Olde Thompson Holdings Corporation* (California Superior Court, County of Ventura, Case No. 56-2021-00554385-CU-OE-VTA). Be sure to include your name, address, telephone number, and signature, and the specific reasons you object to the Settlement. You must mail your written objection to the Administrator at [address], postmarked on or before _____, 2022. [45 days from mailing of Notice Packet] Requests for exclusion postmarked after this date may be disregarded.

If you have questions regarding this Settlement, you should contact attorneys for Plaintiffs and the Class (see Paragraph 6 above) or the Settlement Administrator. Please **DO NOT** contact attorneys for Defendants or any of the Defendants' managers and supervisors, or owners.

THE COURT'S FINAL FAIRNESS HEARING

17. **When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval hearing in Department __ of the Superior Court of California, County of Ventura located at the _____ on _____, 2022, at ____ a.m. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representatives' Enhancement Awards, and the Settlement Administrator's fees and expenses. The Court may

reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted an objection and indicated an intention to speak at the Final Approval Hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions from the Judge. But you are welcome to come at your own expense to support or object to the settlement. If you send your timely written objection to the Settlement Administrator, you don't have to come to Court to object but you can if you wish to. As long as you mailed your written objection on time, the Court will consider it. You may also hire and if required pay your own lawyer to attend if you so desire.

19. May I speak at the hearing?

You may appear at the Final Approval Hearing and ask the Court for permission to speak, however, to be sure that any objection will be considered by the Court, you should submit a timely written objection, or a notice of intent to appear at the hearing. To do so, please timely submit the objection or notice of intent to appear to the Settlement Administrator listed in section 15 no later than *[45 days after mailing of postcard.]* Any notice of intent to appear should include a description of any arguments you intend to make.

GETTING MORE INFORMATION

20. Who may I contact if I have questions about the settlement?

This Notice is only a summary of the Lawsuit and proposed Settlement. For more information, you may personally inspect the files and the Settlement Agreement at the Superior Court of California, County of Ventura located at the _____, during regular Court hours. You may also contact Class Counsel if you need more information or have questions. You may also contact the Settlement Administrator by calling toll free 1-_____, or you can write to Settlement Administrator, at _____ **[insert address]**.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR ANY OF THEIR MANAGERS, SUPERVISORS, OWNERS OR ATTORNEYS FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

A. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Settlement Payment will be sent if the Settlement is approved.

B. **Settlement Payment checks should be cashed promptly upon receipt.** Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Settlement Class Member and/or PAGA Member who did not cash his or her Settlement Payment check. If your Settlement Payment check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

On August 24, 2022, I served the foregoing document described as

**JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

for the following case: **Mendoza v. Olde Thompson LLC, et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-824930-21**
Court Case No.: 56-2021-00554385-CU-OE-VTA
Ventura County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 24, 2022, at Pasadena, California.



Mariah Anderson