

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Annabel Blanchard (SBN 258135)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MARTIN ACELIO, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

GREEN PERSPECTIVES, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2021-00009515-CU-OE-CTL

Honorable Timothy Taylor
Department C-72

CLASS ACTION

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Martin
Acelio); and [Proposed] Order filed
concurrently herewith]

Date: October 28, 2022
Time: 1:30 p.m.
Department: C-72

Complaint Filed: March 4, 2021
FAC Filed: May 7, 2021
Trial Date: None Set

DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Martin Acelio (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
9 cases involving toxic torts and products liability. In addition, he gained substantial experience on
10 cases involving insurance bad faith, premises liability, and medical negligence. While employed
11 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
12 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
13 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
14 PC, he has almost exclusively focused on the prosecution of consumer and employment class
15 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
16 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
17 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
18 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
19 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
20 counsel, he has successfully litigated cases involving the executive, administrative, and other
21 overtime exemptions to the State of California and federal overtime compensation requirements.
22 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
23 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
24 1,000 class action or representative action cases.

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). He has worked on over one hundred (100) class action or representative action
13 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
14 herein.

15 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
16 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
17 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
18 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
19 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
20 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
21 Court. She has taken and defended dozens of depositions and successfully handled motion practice
22 in class action cases regarding discovery (including and not limited to, regarding class contact
23 information), class certification (both contested class certification and stipulated class
24 certification), arbitration agreements, coordination, intervention. She has successfully handled
25 briefing and oral argument on appeal and obtained notable decisions regarding the Private
26 Attorneys General Act (“PAGA”) and employer efforts to compel arbitration of PAGA claims,
27 e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017),
28 cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior*

1 Court, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or
2 representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian's supervision,
3 the firm has handled the class certification and court approval process for hundreds of class action
4 and/or representative action matters that have successfully resolved. She is a member of the
5 California Employment Lawyers Association.

6 6. I am a Member of Lawyers for Justice, PC. I received my Bachelors degree from
7 University of California at Berkeley in 2001 and earned my Juris Doctor degree from
8 Southwestern University School of Law in 2008. I was admitted to practice law in California in
9 2008. I am admitted to practice before all courts of the State of California and the Northern and
10 Central federal district courts in the State of California. I have worked on many wage and hour
11 class action and PAGA representative matters, and my work has included, *inter alia*, researching
12 and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
13 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
14 analysis, and making court appearances. Prior to working at Lawyers for Justice, PC, I worked
15 for over a decade providing estate planning and other legal services to the special needs
16 community, including, *inter alia*, representing clients at mediations with school districts and
17 California Regional Centers.

18 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
19 **REPRESENTATIVE ACTION CASES**

20 7. What follows are just a few examples of the type of results Lawyers for Justice, PC
21 ("LFJ") has achieved on behalf of its clients:

22 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a major property management company involving allegations
24 of misclassification of various "manager" positions. On September 20, 2010, the court granted
25 final approval of the class action settlement. The Los Angeles County Superior Court Case
26 Number is BC400414.

27 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class action against a national retailer of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

4 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national property management company involving
6 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC430918.

9 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national retailer involving allegations of misclassification of
11 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
12 certification. On August 26, 2013, the court granted final approval of the class action settlement.
13 The Los Angeles County Superior Court Case Number is BC424012.

14 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action against a bank, involving allegations of
16 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
17 granted final approval of the class and PAGA representative action settlement. The Kern County
18 Superior Court Case Number is S-1500-CV-273194-LHB.

19 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national wholesale distributor of
21 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
22 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
23 representative action settlement. The Sacramento County Superior Court Case Number is 34-
24 2012-00136285.

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
28

1 September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles
2 County Superior Court Case Number is BC478769.

3 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a national retailer of household
5 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
6 final approval of the class and PAGA representative action settlement. The San Francisco County
7 Superior Court Case Number is CGC-13-532344.

8 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
10 residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's
11 motion for class certification. On October 20, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Los Angeles County Superior Court Case
13 Number is BC474784.

14 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of upscale
16 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
17 granted final approval of the class and PAGA representative action settlement. The Los Angeles
18 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
19 Coordination Proceeding Number is 4794.

20 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
22 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
23 settlement. The Los Angeles County Superior Court Case Number is BC488069.

24 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
26 involving allegations of misclassification of the "Department Manager" position. On August 12,
27 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On
28

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

28 ///

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a lumber and hardware company on
8 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
9 and PAGA representative action settlement. The Orange County Superior Court Case Number is
10 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ represented the plaintiff in a PAGA representative action, against the
25 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

28 ///

1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court entered an order granting final approval of the class
9 and PAGA representative action settlement. The Los Angeles County Superior Court Case
10 Number is BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
14 order granting final approval of the class and PAGA representative action settlement. The Los
15 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
16 Proceeding Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court entered an order granting final approval of the
20 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
15 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
16 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
17 Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
28 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval

1 of the PAGA representative action settlement. The San Diego County Superior Court Case
2 Number is 34-2015-00175330.

3 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class and PAGA representative action against a medical equipment supplier on
5 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
6 for class certification and certified a class. The San Bernardino County Superior Court Case
7 Number is CIVDS1505744.

8 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class and PAGA representative action against a large national drug testing
10 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
11 plaintiff's motion for class certification and certified a class. The San Diego County Superior
12 Court Case Number is 37-2018-00019611-CU-OE-CTL.

13 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
15 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
16 court granted in part the plaintiff's motion for class certification and certified a class. The
17 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
18 Judicial Council Coordination Proceeding Number is 4930.

19 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
20 wage-and-hour class action against manufacturer and supplier of power products and services on
21 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
22 for class certification and certified a class. The San Diego County Superior Court Case Number is
23 37-2015-00025968-CU-OE-CTL.

24 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
25 nutritional products manufacturer on behalf of non-exempt production line employees. On
26 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
27 certified a class. The Solano County Superior Court Case Number is FCS051001.

28 ///

nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT A**" is the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, on the one hand, and Defendant Green Perspectives ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Proposed Order as "Exhibit 1" and respectfully request that the Court approve it as well. The Parties have also agreed to the form and content of the proposed Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. ("Second Amended Complaint"), which is attached as "Exhibit 1" to the [Proposed] Order Granting Approval of Class Action Settlement, filed concurrently herewith. Class Counsel respectfully requests the Court grant leave to file the Second Amended Complaint so that the operative complaint in this Action formally asserts the causes of action and allegations that have been investigated, litigated, mediated, and ultimately settled, by the Parties, and that the terms of the Settlement Agreement and may be effectuated.

9. Based on information provided by Defendant, as of November 2021, the Class is estimated to consist of approximately four hundred twenty (420) individuals.

10. The effectiveness of Lawyers for Justice, PC ("Plaintiff's Counsel" or "Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class and/or representative action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had

1 the case progressed through certification, trial, and/or appeals.

2 11. Plaintiff's Counsel has litigated the case for almost two years, and was actively
3 preparing the matter for class certification and trial. The Parties have engaged in extensive
4 settlement negotiations and participated in a formal, full-day mediation conducted by Hon. S.
5 James Otero (Ret.), a well-respected mediator experienced in mediating complex labor and
6 employment matters. Prior to and during the mediation and settlement discussions, the Parties
7 exchanged extensive information and engaged in discussions regarding their evaluations of the
8 case and various aspects of the case, including but not limited to, the risks and delays of further
9 litigation, the risks to the Parties of proceeding with class certification and/or representative
10 adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative
11 actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed,
12 and the possibility of appeals, among other things. During all settlement discussions, the Parties
13 conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement
14 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their
15 ability to prevail on the merits and at certification, and Plaintiff and Plaintiff's Counsel believed
16 that they would be able to obtain class certification and prevail at trial. After conducting
17 investigations, informal discovery, and exchange of information, extensive settlement
18 negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter
19 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well
20 as the costs and risks to both sides that would attend further litigation. The Settlement is a fair,
21 reasonable, and adequate resolution of the Released Claims of Plaintiff and Settlement Class
22 Members, against the Released Parties.

23 12. Prior to reaching the Settlement, Plaintiff's Counsel investigated the veracity,
24 strength, and scope of the claims, and was preparing the action for class certification and trial.
25 Plaintiff's Counsel conducted significant investigation and informal discovery regarding the facts
26 of the case, including and not limited to, the exchange, review, and analysis of a large volume of
27 documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and
28 documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff

1 and other Class Members' employment records, a detailed sampling of Class Members' time and
2 pay data, Defendant's Employee Handbook, company policy acknowledgements (including, but
3 not limited to, Acknowledgement of Receipt of Employee Handbook), internal memoranda, job
4 descriptions, Defendant's operations and employment practices (including, but not limited to,
5 Arbitration Agreements), forms, procedures , and policies (including but not limited to
6 Defendant's Meal and Rest Period Policy), among other information and documents. Class
7 Counsel had the opportunity to interview Plaintiff and other Putative Class Members to gather
8 facts and to identify potential witnesses. Counsel for the Parties also met and conferred on
9 numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production
10 of documents and data prior to the mediation. Class Counsel also drafted pleadings and mediation
11 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
12 among other tasks.

13 13. Counsel for the Parties have also invested time researching and investigating the
14 applicable law, which is constantly evolving as it relates to certification, representative PAGA
15 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
16 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
17 Based on Plaintiff's Counsel's analysis, the result achieved in this litigation is fair, adequate, and
18 reasonable.

19 14. The Settlement provides for a Maximum Settlement Amount of six hundred
20 thousand dollars and no cents (\$600,000.00). The Net Settlement Amount is the Maximum
21 Settlement Amount less the following amounts, subject to approval by the Court: Attorneys' Fees
22 and Costs, Enhancement Payment, Settlement Administration Costs, and PAGA Allocation, with
23 seventy-five percent (75%) of the PAGA Allocation to be paid to the Labor and Workforce
24 Development Agency ("LWDA Payment"), and twenty-five percent (25%) of the PAGA
25 Allocation to be paid to PAGA Members, on a *pro rata* basis. Assuming that the amounts allocated
26 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount
27 that will be available for distribution to Settlement Class Members is currently estimated to be two
28 hundred forty thousand dollars and no cents (\$240,500.00). Additionally, 25% of the PAGA

1 Allocation (i.e., the PAGA Member Amount), which is \$25,000.00 out of \$100,000.00, will be
2 distributed to PAGA members. The Maximum Settlement Amount will be fully distributed in
3 accordance with the terms of the Settlement and there is no reversion to Defendant.

4 15. The Parties have agreed to retain Simpluris, Inc. (“Settlement Administrator”) to
5 handle the notice and settlement administration process. The Parties respectfully request that the
6 Court appoint Simpluris to handle these procedures and serve as the Settlement Administrator.
7 Defendant will provide the Settlement Administrator with a list of Class Members that Defendant
8 will compile from its records, which will include each Class Member’s full name; last-known full
9 name, mailing address, telephone number, Social Security Number, workweeks worked as a
10 non-exempt employee of Defendant in California during the Class Period and PAGA Period (if
11 applicable)(“Class Data and List”), and the Settlement Administrator will calculate each Class
12 Member’s estimated share of the Net Settlement Amount (“Individual Settlement Payment”) and
13 estimated share of the PAGA Member Amount (“Individual PAGA Payment”). The Settlement
14 Administrator will also receive Requests for Exclusion, Notices of Objection, and disputes
15 regarding Workweeks; provide necessary reports and declarations; calculate, subtract, and
16 transmit necessary taxes and withholdings; prepare and submit informational and other tax filings
17 and documents; issue and transmit all payments provided for by the Settlement, including and not
18 limited to, mailing payments to Settlement Class Members and PAGA Members; and perform any
19 other usual and customary duties for administering a class action settlement. Settlement
20 Administration Costs are currently estimated not to exceed twelve thousand dollars (\$ 12,000.00)
21 and will be paid out of the Maximum Settlement Amount, subject to approval of the Court.

22 16. Based on investigation and information discovered, Plaintiff’s Counsel believes that
23 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
24 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
25 overtime and minimum wages, failed to provide compliant meal and rest periods and to pay
26 associated premium pay, failed to timely pay wages during employment and upon termination of
27 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
28 records, and failed to reimburse necessary business expenses, and thereby engaged in unfair

1 business practices and conduct giving rise to civil penalties recoverable under the Private
2 Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also
3 asserted that Class Members were expected to perform similar job duties and were subject to the
4 same or similar operations and employment policies, practices, and procedures. Additionally,
5 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff and Class
6 Members were substantially the same during the time period at issue. As a result of said alleged
7 uniform practices, Plaintiff claims that Class Members were not paid all of the compensation that
8 was owed to them by Defendant. Thus, in Plaintiff's Counsel's view, it is clear that the outcome
9 of this litigation would be determined by Defendant's uniform operations and employment
10 practices, policies, and procedures that Plaintiff alleges applied across Defendant's hourly-paid or
11 non-exempt employees in California during the relevant time period.

12 17. Plaintiff's Counsel is aware of the defenses and position of Defendant, but believes
13 that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and
14 Plaintiff's Counsel have also taken into account the uncertainty and risk of the outcome of further
15 litigation, and the difficulties and delays inherent in such litigation, including those involved in
16 class certification and/or representative adjudication. Plaintiff and Plaintiff's Counsel further
17 recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuit,
18 Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery.
19 Plaintiff and Plaintiff's Counsel have also considered the Parties' settlement discussions, as well
20 as the evaluations of the mediator, who is experienced and well-regarded in complex labor and
21 employment matters.

22 18. Defendant, on the other hand, denied and continues to deny any liability and
23 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
24 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
25 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
26 also had the opportunity to conduct investigations and gather documents and information relating
27 to Plaintiff's and Class Members' employment with Defendant, and Defendant's operations and
28 employment policies, practices, and procedures. The Parties also reviewed and analyzed a large

1 volume of documents and data, including but not limited to a detailed sampling of Class Members’
2 time and pay information, to determine the potential value and strength of the claims. The
3 available information enabled Plaintiff’s Counsel to assess and value the class and PAGA claims
4 and prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have
5 conducted adequate investigation and informal discovery to be sufficiently informed of the nature
6 and extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement
7 for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and
8 weaknesses of each side’s position and the uncertainty of how the case might have concluded at
9 certification, trial, and/or appeals.

10 19. The Settlement Agreement provides for Plaintiff’s Counsel to apply for attorneys’
11 fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount
12 (i.e., \$210,000.00) and expenses and costs in an amount not to exceed thirty thousand dollars and
13 no cents (\$30,000.00), which will be paid out of the Maximum Settlement Amount, subject to
14 approval by the Court. It should be noted that Plaintiff’s Counsel has borne all of the risks and
15 costs of litigation and will not receive any compensation until recovery is obtained.

16 20. The Settlement Agreement provides for payment of up to seven thousand five
17 hundred dollars and no cents (\$7,500.00) to Plaintiff as an enhancement payment, to be paid out
18 of the Maximum Settlement Amount subject to approval by the Court. Plaintiff spent considerable
19 time and effort to produce relevant documents and past employment records and to provide the
20 facts and evidence necessary to attempt to prove the allegations. For example, Plaintiff expended
21 effort to review and provide responses to multiple sets of informal discovery requests that were
22 propounded by Defendant. Plaintiff was available whenever Plaintiff’s Counsel needed Plaintiff,
23 and actively tried to obtain information that would facilitate the pursuit of the class and PAGA
24 claims. Accordingly, it is appropriate and just for Plaintiff to receive an enhancement payment,
25 in addition to an individual settlement payment, for services performed in the matter on behalf of
26 the Class, PAGA Members, and the State of California.

27 ///

28 ///

ESTIMATE OF THE VALUE OF THE CLAIM(S)

21. Plaintiff's action alleges that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiff and the putative class members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiff further contend that Defendant's aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code ("UCL") and gives rise to civil penalties recoverable under PAGA.

22. Based on data provided by Defendant, the total number of putative class members during the period from March 4, 2017 to November 30, 2021 ("relevant time period") was estimated to be approximately four hundred twenty (420) individuals who worked a total of twenty three thousand eight hundred eighty six (23,886) workweeks with an average hourly rate of pay of sixteen dollars (\$16.00).

23. Plaintiff contended that Defendant required putative class members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiff contended that Defendant discouraged the recordation of overtime hours and required putative class members to perform work off-the-clock. Plaintiff contended that Defendant failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiff also contended that meal and rest periods were regularly missed, late, shortened, and/or interrupted, and that putative class members were required to remain on premises during rest breaks, readily available to perform work, answer questions from both supervisors and coworkers, and assist clients, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that Defendant intentionally and willfully failed to pay Plaintiff and putative class members all wages due to them while they were employed by Defendant, within the time period permissible under

1 California law, and that Defendant failed to pay all wages due upon termination, within the time
2 period permissible under California law, thereby triggering waiting-time penalties under
3 California Labor Code section 203. Plaintiff contended that, based on the violations described
4 herein, the wage statements provided by Defendant and the payroll records kept by Defendant
5 were inaccurate. Finally, Plaintiff contended that Defendant failed to reimburse Plaintiff and the
6 other putative class members for necessary business expenses, including, but not limited to, the
7 costs associated with the use of personal cell phones, purchasing and/or maintaining work attire,
8 and mileage for usage of personal vehicles necessary to perform their work duties.

9 24. Plaintiff's Counsel considered defense arguments, e.g., that the employer's
10 practices, policies, and procedures complied with the law, that Defendant paid putative class
11 members over the California minimum wage for all hours worked, that Defendant correctly paid
12 overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-
13 time penalties only arise from "willful" failure to pay wages due and owing at the time of
14 termination or resignation, that Plaintiff and putative class members suffered no actual injury from
15 the alleged wage statement violations and that this alleged violation and the alleged recordkeeping
16 violation are entirely derivative of the other causes of action, and that a policy and practice of
17 reimbursing employees for necessary business-related expenses exists. Plaintiff's Counsel also
18 considered the likelihood of Plaintiff's success in establishing that any of provisions of the
19 California Labor Code, on which the civil penalties under PAGA and the UCL claim are
20 predicated, were violated and that such violations were injurious and/or warranted imposition of
21 civil penalties. Plaintiff's Counsel also considered that trial courts have wide discretion when
22 assessing penalties under PAGA, and that it could be determined that individual liability issues
23 predominate (e.g. due to purported variation in shifts, locations, job duties, and other
24 circumstances which could raise individualized questions of fact) and could pose challenges to
25 certification, manageability, and the merits of Plaintiff's claims.

26 25. Plaintiff's Counsel considered information obtained through investigations and from
27 Plaintiff, as well as class data and information obtained from Defendant and other sources, and
28 created violation, damages, and penalties valuations and models prior to reaching the Settlement.

1 Based thereon, Plaintiff calculated the potential value of the claims. However, the potential value
2 of each claim assumed an exposure based on the case having been certified and Plaintiff having
3 proven all elements of the claims and entitlement to monetary recovery, despite risks associated
4 with obtaining and maintaining certification, demonstrating manageability, and establishing
5 liability and any underlying California Labor Code violations and damages, and significant
6 additional costs that would have to be incurred in order to certify the case and establish liability
7 and damages. Plaintiff also faced the risk of the Court finding that individualized issues
8 predominate, such that the action is not suitable for class treatment and representative adjudication.
9 While Plaintiff's Counsel disagreed with defense arguments and factual contentions, Plaintiff's
10 Counsel recognized the circumstances and realities of the case, applicable case law and
11 regulations, the costs and expenses of further litigation and certification, and risks to recovery, and
12 applied appropriate discounts for them.

13 26. The foregoing discussion confirms that the amount of the Settlement is adequate in
14 light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those
15 allegations and causes of action, and legal and factual arguments and circumstances which pose
16 challenges to certification, manageability, merits, and monetary recovery. The conclusion to be
17 drawn from the foregoing analysis is that neither class certification, manageability, liability, nor
18 the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is
19 clear-cut, which is why the Parties elected to settle this matter. Plaintiff's Counsel also recognized
20 that additional discounts could be made to the risk-adjusted value to account for the costs and
21 expenses associated with further litigation and the present value of obtaining a settlement now as
22 opposed to monetary recovery, if any, that may be obtained in the future after further litigation.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

Annabel Blanchard

EXHIBIT A

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Martin Acelio (“Plaintiff” or “Class Representative”), individually, on behalf of Class Members and PAGA Members, and on behalf of the State of California with respect to PAGA Members, and Defendant Green Perspectives (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), PAGA Members, the State of California as to the employment of PAGA Members (as defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On March 3, 2021, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that were violated (“LWDA Notice”). On March 4, 2021, Plaintiff filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Martin Acelio v. Green Perspectives*, Superior Court of California for the County of San Diego, Case No. 37-2021-00009515-CU-OE-CTL (the “Action”) against Defendant. On May 7, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. Parties agree that Plaintiff will seek leave to file and file the Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), a proposed copy of which is attached as “**Exhibit B.**” The Operative Complaint alleges twelve (12) causes of action against Defendant for violations of the California Labor Code for failure to properly pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during and after employment and pay associated waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, pay reporting time pay, and reimburse necessary business-related expenses, for violations of California Business and Professions Code Section 17200 *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties pursuant to the Private Attorneys General Act (“PAGA”) for the aforementioned California Labor Code violations, on behalf of all current and former

hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from March 4, 2017 to final judgment.

2. Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and Released Claims.

3. Class Counsel in the Action diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law, and through informal discovery methods, obtained and reviewed extensive information, data, and documents to assess the claims and allegations.

4. On November 30, 2021, the Parties participated in mediation with the Honorable James S. Otero (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and total exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

5. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

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

1 a. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
2 and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel in the
3 Action, as set forth in Paragraph 10 below.

4 b. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of
5 Lawyers *for* Justice, PC, counsel for Plaintiff, who will seek to be appointed counsel for the Class.

6 c. “Class Data and List” means a complete list of all Class Members that Defendant
7 will diligently and in good faith compile from its records and provide to the Settlement Administrator
8 within twenty-one (21) calendar days after Preliminary Approval. The Class Data and List will be
9 password protected and formatted in a readable Microsoft Office Excel spreadsheet and will include
10 each Class Member’s last-known full name, mailing address, telephone number, Social Security
11 Number, and Workweeks worked as a non-exempt employee of Defendant in California during the Class
12 Period and PAGA Period (if applicable).

13 d. “Class Member(s)” or “Class” mean all current and former non-exempt
14 employees of Defendant who worked in California during the Class Period.

15 e. “Class Notice” means the Notice of Class Action Settlement, substantially in the
16 form attached as “**Exhibit A.**”

17 f. “Class Period” means the period from March 4, 2017 through February 28, 2022.

18 g. “Class Released Claims” means any and all Released Claims other than those
19 arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* arising
20 during the Class Period.

21 h. “Class Representative” or “Plaintiff” means Martin Acelio.

22 i. “Class Settlement” means the settlement and resolution of all Class Released
23 Claims.

24 j. “Court” means the Superior Court of the State of California for the County of San
25 Diego.

26 k. “Defendant” means Green Perspectives.

27 l. “Defendant’s Counsel” means Christopher W. Olmstead, Timothy L. Johnson,
28 and Cameron O. Flynn of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1 m. “Effective Date” means the date the Final Approval Order and Judgment is filed,
2 or, solely in the event that there are any objections to the Class Settlement, the later of (a) the last day
3 on which any appeal might be filed with respect to the Final Approval Order and Judgment, or (b) the
4 date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment –
5 including expiration of any time to seek reconsideration of further review.

6 n. “Employer Taxes” means the employer’s share of taxes and contributions in
7 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
8 in addition to the Maximum Settlement Amount.

9 o. “Enhancement Payment” means the amount to be paid to Plaintiff Martin Acelio
10 in recognition of his effort and work in prosecuting the Action on behalf of Class Members and PAGA
11 Members, as set forth in Paragraph 11 below.

12 p. “Final Approval” means the determination by the Court that the Settlement is fair,
13 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

14 q. “Final Approval Hearing” means the hearing at which the Court will consider and
15 determine whether the Settlement should be granted Final Approval.

16 r. “Individual PAGA Payment” means a PAGA Member’s *pro rata* share of the
17 PAGA Member Amount that a PAGA Member is eligible to receive for the PAGA Settlement, as
18 provided in Paragraph 15 below.

19 s. “Individual Settlement Payment” means the net payment of each Settlement Class
20 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
21 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
22 Paragraph 25 below.

23 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
24 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in
25 accordance with Paragraph 14.

26 u. “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA
27 Allocation, or Seventy-Five Thousand Dollars (\$75,000) that the Parties have agreed to pay to the
28 LWDA for the PAGA Settlement, as set forth in Paragraph 13.

1 v. “Maximum Settlement Amount” means the amount of Six Hundred Thousand
2 Dollars (\$600,000) to be paid by Defendant in full resolution of all Class Released Claims, PAGA
3 Released Claims, and the Action, which is inclusive of the Net Settlement Amount (payable to
4 Settlement Class Members), Attorneys’ Fees and Costs, Enhancement Payment, PAGA Allocation
5 (payable to the LWDA and PAGA Members), and Settlement Administration Costs. Defendant shall
6 pay the Employer Taxes in addition to the Maximum Settlement Amount. The Maximum Settlement
7 Amount is subject to increase, as provided in Paragraph 36 below.

8 w. “Net Settlement Amount” means the portion of the Maximum Settlement Amount
9 that is available for distribution to Settlement Class Members, which is the Maximum Settlement
10 Amount less the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA
11 Allocation, and Attorneys’ Fees and Costs.

12 x. “Notice of Objection” means a Class Member’s written objection, which must
13 include: (a) the case name and number of the Action; (b) the objector’s full name, signature, address,
14 telephone number, and last four (4) digits of his or her Social Security Number; (c) a written statement
15 of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any
16 papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to
17 the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

18 y. “PAGA Allocation” means the allocation of One Hundred Thousand Dollars
19 (\$100,000) from the Maximum Settlement Amount for the settlement and resolution of the PAGA
20 Released Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Allocation, or Seventy-
21 Five Thousand Dollars (\$75,000) (i.e., the LWDA Payment), will be paid to the LWDA, and the
22 remaining twenty-five percent (25%), or Twenty-Five Thousand Dollars (\$25,000), will be distributed
23 to PAGA Members on a *pro rata* basis based on their Workweeks during the PAGA Period (i.e., the
24 PAGA Member Amount).

25 z. “PAGA Member(s)” means all current and former non-exempt employees of
26 Defendant who worked in California during the PAGA Period.

1 aa. “PAGA Member Amount” means the twenty-five percent (25%) portion of the
2 PAGA Allocation, or Twenty-Five Thousand Dollars (\$25,000), to be distributed to PAGA Members
3 on a *pro rata* basis based on their Workweeks during the PAGA Period.

4 bb. “PAGA Period” means the period from March 4, 2020 through February 28, 2022.

5 cc. “PAGA Released Claims” means any and all Released Claims arising under the
6 Private Attorneys General Act, California Labor Code Section 2698, *et seq.* arising during the PAGA
7 Period.

8 dd. “PAGA Settlement” means the settlement and resolution of PAGA Released
9 Claims.

10 ee. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
11 Plaintiff or Defendant.

12 ff. “Preliminary Approval” means entry of the Court order granting preliminary
13 approval of the Settlement Agreement.

14 gg. “Released Claims” means all causes of action that were alleged in the Operative
15 Complaint or reasonably could have been alleged based on the facts and legal theories contained in the
16 Operative Complaint, including all of the following claims for relief: (a) failure to pay all regular wages,
17 minimum wages and overtime wages due, including but not limited to, wages stemming from rounding,
18 or auto-deduction of meal periods; (b) failure to properly calculate the regular rate of pay for payment
19 of overtime wages; (c) failure to provide proper meal periods, and to properly provide premium pay in
20 lieu thereof, including but not limited to, wages stemming from rounding, or auto-deduction of meal
21 periods; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof,
22 including but not limited to, on-premises rest periods and combined meal and rest periods; (e) failure to
23 pay all wages timely during employment; (f) failure to pay all wages timely at the time of termination;
24 (g) failure to provide complete, accurate or properly formatted wage statements; (h) failure to keep
25 required payroll records; (i) failure to reimburse business expenses, including but not limited to, uniform
26 and tool costs and cell phone costs; (j) unfair business practices that could have been premised on the
27 claims, causes of action, or legal theories of relief described above or any of the claims, causes of action,
28 or legal theories of relief pleaded in the Operative Complaint; (k) all claims under PAGA that could

1 have been premised on the claims, causes of action, or legal theories described above or any of the
2 claims, causes of action or legal theories of relief pleaded in the Operative Complaint; (l) any other
3 claims or penalties under the wage and hour laws pleaded in the Action; and (m) all damages, penalties,
4 interest and other amounts recoverable under said claims, causes of action, or legal theories of relief.

5 hh. “Released Parties” means Defendant and its past, present, and/or future, direct
6 and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
7 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
8 divisions, predecessors, successors, assigns, and joint venturers.

9 ii. “Request for Exclusion” means a timely and valid letter submitted by a Class
10 Member indicating a request to be excluded from the Class Settlement. The Request for Exclusion
11 must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address,
12 telephone number, and last four (4) digits of the Social Security Number of the Class Member requesting
13 exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement;
14 and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or
15 before the Response Deadline. The date of the postmark on the return mailing envelope will be the
16 exclusive means to determine whether a Request for Exclusion has been timely submitted.

17 jj. “Response Deadline” means the deadline by which Class Members must submit
18 a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which
19 shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the
20 Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the
21 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. In the
22 event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member
23 shall be extended to the date that is fifteen (15) calendar days from the original Response Deadline.

24 kk. “Settlement Administrator” means Simpluris, Inc. or any other third-party class
25 action settlement administrator agreed to by the Parties and approved by the Court for purposes of
26 administering this Settlement. The Parties and their counsel each represent that they do not have any
27 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
28 Administrator that could create a conflict of interest.

11. “Settlement Administration Costs” means the costs payable from the Maximum Settlement Amount, subject to Court approval, to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 12 below.

mm. “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion (collectively referred to as “Settlement Class”).

nn. “Workweek(s)” means the number of weeks each Class Member was employed by Defendant as a non-exempt employee in California during the Class Period, which will be calculated by Defendant in the same manner that Defendant did so in advance of mediation. At mediation, Defendant estimated there were of 23,886 Workweeks for the period March 4, 2017 to November 30, 2021 as referenced in the Memorandum of Agreement.

CLASS CERTIFICATION

7. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

8. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval of the Settlement, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

9. Funding and Disbursement of the Maximum Settlement Amount.

a. On or before November 3, 2022, the Settlement Administrator will establish a qualified settlement account for administration of the Settlement and Defendant will make a deposit of half the Maximum Settlement Amount (i.e., \$300,000), into the qualified settlement account to be established by the Settlement Administrator (“First Installment”).

b. On or before March 3, 2023, Defendant will make a deposit of the remaining half of the Maximum Settlement Amount (i.e., \$300,000), plus an amount sufficient to pay Employer Taxes, into the qualified settlement account established by the Settlement Administrator ("Second Installment").

c. Should, for whatever reason, the Court not grant Final Approval of the Settlement, all funds deposited by Defendant will be refunded to Defendant, except that Defendant shall pay half of any expenses incurred by the Settlement Administrator (with Class Counsel to pay the other half).

d. After funding of the First Installment and Second Installment, and within seven (7) calendar days after the Effective Date, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the Labor and Workforce Development Agency; (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator will also undertake filings and remittances in connection with the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

10. Attorneys' Fees and Costs. Class Counsel will request attorneys' fees of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., up to \$210,000, if the Maximum Settlement Amount is \$600,000) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars (\$30,000), both of which will be paid from the Maximum Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee

1 deferral vehicles, for Class Counsel, and any additional expenses for doing so shall be paid separately
2 by Class Counsel and shall not be included within the Settlement Administration Costs. Defendant and
3 Defendant's Counsel shall not be responsible for any expenses associated with the purchase or use of
4 any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Any portion of
5 the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount
6 for the benefit of Settlement Class Members. Court approval of a different amount for the Attorneys'
7 Fees and Costs from that provided herein will not be grounds to revoke this Agreement.

8 11. Enhancement Payment. In recognition of Plaintiff's efforts and work in prosecuting the
9 Action, Defendant agrees not to oppose or impede any application or motion for an Enhancement
10 Payment in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Martin Acelio.
11 The Enhancement Payment, which will be paid from the Maximum Settlement Amount, subject to Court
12 approval, will be in addition to any other payment Plaintiff may be eligible to receive under the
13 Settlement, e.g., his Individual Settlement Payment and/or Individual PAGA Payment. The Settlement
14 Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall
15 be solely and legally responsible for correctly characterizing this compensation for tax purposes and for
16 paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendant harmless
17 from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement
18 Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less
19 than that set forth above, the difference between the lesser amount approved by the Court and the amount
20 allocated toward the Enhancement Payment will be part of the Net Settlement Amount for the benefit
21 of Settlement Class Members. Court approval of a different amount for the Enhancement Payment from
22 that provided herein will not be grounds to revoke this Agreement.

23 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
24 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
25 which is currently estimated not to exceed Twelve Thousand Dollars (\$12,000). These costs, which
26 will be paid from the Maximum Settlement Amount, subject to Court approval, will include, *inter alia*,
27 translating into Spanish, printing, distributing, and tracking Class Notices and other documents for this
28 Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2

1 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary
2 reports and declarations, and other duties and responsibilities set forth herein to process this Settlement,
3 and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the
4 estimated amount stated herein, such excess amount will be deducted from the Maximum Settlement
5 Amount, subject to Court approval. Any portion of the estimated, designated, and/or awarded Settlement
6 Administration Costs which are not in fact awarded or required to fulfill payment to the Settlement
7 Administrator to undertake the requirement settlement administration duties will be part of the Net
8 Settlement Amount for the benefit of Settlement Class Members.

9 13. Labor and Workforce Development Agency Payment. Subject to Court approval, the
10 Parties agree that the amount of One Hundred Thousand Dollars (\$100,000) from the Maximum
11 Settlement Amount will be allocated toward penalties under the Private Attorneys General, California
12 Labor Code Section 2698, *et seq.* (i.e. the PAGA Allocation), of which seventy-five percent (75%), or
13 \$75,000, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or,
14 \$25,000, will be distributed to PAGA Members (i.e., the PAGA Member Amount) on a *pro rata* basis,
15 based on Workweeks during the PAGA Period (i.e., the Individual PAGA Payment). Should the Court
16 approve the PAGA Allocation in an amount that is less than that set forth above, the difference between
17 the lesser amount approved by the Court and the amount allocated toward the PAGA Allocation will be
18 part of the Net Settlement Amount for the benefit of Settlement Class Members.

19 14. Individual Settlement Share Calculations. Individual Settlement Shares will be
20 calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks,
21 as follows:

22 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
23 determine the Workweeks of each Class Member, divide the Net Settlement Amount by the Workweeks
24 of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's
25 individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual
26 Settlement Share that he or she may be eligible to receive under the Class Settlement.

27 b. After Final Approval of the Settlement, the Settlement Administrator will divide
28 the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final

Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

15. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Member Amount based on the PAGA Members’ Workweeks during the PAGA Period, as follows: the Settlement Administrator will divide the PAGA Member Amount by the Workweeks of all PAGA Members during the PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement.

16. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, PAGA Members, or any Settlement Class Member(s) to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement, nor will it entitle Plaintiff, PAGA Members, or any Settlement Class Member(s) to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document).

17. Delivery of the Class Data and List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class Data and List to the Settlement Administrator.

18. Notice by First Class U.S. Mail.

a. Within ten (10) business days after receiving the Class Data and List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database, or any other similar services available, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as Exhibit A to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days.

19. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the number of Workweeks which have been credited to each of them, as reflected in their respective Class Notices. In order to dispute Workweeks, Class Members must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Action; (b) contains the full name, signature, address, telephone number, and last four (4) digits of the Social Security Number of the disputing Class Member; (c) clearly states that the Class Member disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct; and (e) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted. Absent information and/or documentation demonstrating that Defendant's records and data are inaccurate as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents demonstrating that Defendant's records and data are inaccurate as they pertain to the number of Workweeks to be credited to a disputing Class Member, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator shall make an initial determination on all disputes, however, the Court shall have the right to review any decision made by the Settlement Administrator on such disputes.

20. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Members in accordance with this Settlement Agreement. The Settlement Administrator may, at

its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted by the Settlement Administrator to the State of California's Controller's Office Unclaimed Property Division, in the name of the Settlement Class Member and/or PAGA Member and in the amount of his or her respective Individual Settlement Payment and/or Individual PAGA Payment. The Settlement Administrator may, as necessary, undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by the Class Settlement and PAGA Members whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

21. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. A Class Member who does not request exclusion from the Class Settlement will be deemed a Settlement Class Member and will be bound by the Class Settlement if the Settlement is granted Final Approval by the Court. If a Class Member is a PAGA Member, he or she will be bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

22. Procedures for Objecting to the Class Settlement. To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before

1 the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and
2 contain all information required by this Settlement Agreement. The postmark date will be deemed the
3 exclusive means for determining that the Notice of Objection is timely. At no time will any of the
4 Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement
5 Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members may
6 also present their objection orally at the Final Approval Hearing.

7 23. Reports and Declarations By the Settlement Administrator Regarding Settlement
8 Administration.

9 a. The Settlement Administrator will provide Defendant's Counsel and Class
10 Counsel a weekly report which certify: (a) the number of Class Members who have submitted a dispute
11 of Workweeks; (b) the number of Class Members who have submitted timely and valid Requests for
12 Exclusion or timely and complete Notices of Objection; and (c) the number of undeliverable and re-
13 mailed Class Notices.

14 b. Additionally, the Settlement Administrator will provide to counsel for both
15 Parties any updated reports regarding the administration of the Settlement Agreement as needed or
16 requested, and immediately notify the Parties when it receives a request from an individual or any other
17 entity regarding inclusion in the Class and/or Settlement.

18 c. The Settlement Administrator will certify jointly to Class Counsel and
19 Defendant's Counsel the Requests for Exclusion that were timely submitted, and identify the individuals
20 who have submitted a timely and valid Request for Exclusion. The Settlement Administrator shall
21 provide a declaration that identifies the individuals who have submitted a timely and valid Request for
22 Exclusion, attaches the Notices of Objection that it has received, and identifies the individual who have
23 submitted Notices of Objection, that is to be filed with the Court by Class Counsel in advance of the
24 Final Approval Hearing.

25 24. Certification of Completion. Upon completion of administration of the Settlement, the
26 Settlement Administrator will provide a written declaration under oath to certify such completion to the
27 Court and counsel for all Parties.
28

1 25. Treatment of Individual Payments. Each Individual Settlement Share will be allocated
2 as follows: twenty percent (20%) wages and eighty percent (80%) as penalties, interest, and non-wage
3 damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated
4 to penalties, interest, and non-wage damages will be reported on an IRS Form-1099 by the Settlement
5 Administrator. The Settlement Administrator will withhold (and remit to the appropriate taxing
6 authorities) the employee's share of taxes and withholdings with respect to the wages portion of the
7 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
8 Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and
9 withholdings). The Settlement Administrator shall also remit the Employer Taxes to the appropriate
10 taxing authorities. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
11 penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

12 26. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
13 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Members, and Class
14 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
15 this Settlement Agreement.

16 27. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel make no
17 representations or warranties as to the tax consequences, treatment, or legal effect of any payments made
18 under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to
19 constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied
20 on as such. Plaintiff, PAGA Members, and Settlement Class Members understand and agree that, except
21 for Defendant's payment of the Employer Taxes, Plaintiff, PAGA Members, and Settlement Class
22 Members will be solely responsible for correctly characterizing any compensation received under the
23 Settlement on his/her personal income tax returns and paying any and all taxes due for any and all
24 amounts paid to them under the Settlement.

25 28. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
26 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
27 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
28 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT

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

20 29. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
21 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
22 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
23 of action or right herein released and discharged.

24 30. Release of Claims by Settlement Class Members and PAGA Members.
25 a. Class Settlement Release. Upon full funding of the Maximum Settlement Amount
26 and the Effective Date, Plaintiff and all Class Members who do not submit a timely and valid Request
27 for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever
28

released, settled, compromised, relinquished, and discharged the Released Parties of all Class Released Claims he or she may have or had.

b. PAGA Settlement Release. Upon full funding of the Maximum Settlement Amount and the Effective Date, the State of California with respect to all PAGA Members, and all PAGA Members, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all PAGA Released Claims.

31. General Release of Claims by Plaintiff. In addition, upon full funding of the Maximum Settlement Amount and the Effective Date, Plaintiff will be deemed to have fully released and discharged the Released Parties of and from all claims arising from his employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, inter alia, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. Upon full funding of the Maximum Settlement Amount and the Effective Date, it is Plaintiff's intention to settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected.

Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

32. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the motion before the filing it with the Court. Defendant agrees not to oppose the motion. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"):

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from the Class Settlement or object to the Class Settlement, as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

33. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking

Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the motion before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payment to Plaintiff;
- e. Setting a date when the Settlement Administrator shall report to the Court the completion of the distribution process and the total amount that was actually paid to the Settlement Class Members and PAGA Members;
- f. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- g. Entering judgment in the Action while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

34. Termination or Revocation of Settlement.

If ten percent (10%) or more of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement by way of writing that is provided to Class Counsel within ten (10) calendar days after the Settlement Administrator notifies the Parties of the total number of timely and valid Requests for Exclusion received by the Response Deadline. If the Settlement is terminated due to Defendant's exercise of this option, Defendant will be responsible for paying all Settlement Administration Costs incurred by the Settlement Administrator.

35. Effects of Termination of the Settlement. Termination of the Settlement Agreement (pursuant to Paragraph 34) shall have the following effects:

- a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

1 b. In the event the Settlement Agreement is terminated, Defendant shall have no
2 obligation to make any payments to any Party, Class Member, PAGA Member, or attorney, and all
3 payments made up to the point of termination (including any installments funded pursuant to Section 9)
4 will be returned to Defendant, except that the terminating Party shall pay the Settlement Administrator for
5 services rendered up to the date the Settlement Administrator is notified that the Settlement has been
6 terminated;

7 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
8 any order certifying the Class, shall be vacated;

9 d. The Settlement Agreement and all negotiations, statements and proceedings
10 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
11 to their respective positions in the Action prior to the execution of the Settlement Agreement;

12 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
13 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
14 shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

15 f. Any documents generated to bring the Settlement into effect, will be null and
16 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
17 likewise be treated as void from the beginning.

18 36. Escalator Clause. On February 3, 2022, Defendant represented that Class Members had
19 worked 23,886 Workweeks during the period from March 4, 2017 to November 30, 2021. If it is
20 determined that the total number of Workweeks during the period referenced actually exceeds this amount
21 by more than ten percent (10%) (i.e., the Workweeks during the period referenced are actually more than
22 26,275), then the Maximum Settlement Amount will increase on a proportional basis to the extent the
23 threshold is exceeded (e.g., if the number of the Workweeks during the aforementioned time period are
24 actually 11% more than 23,886, i.e., increases by 11% to 26,513, the Maximum Settlement Amount will
25 increase by one percent (1%)).

26 37. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
27 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
28 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and

enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

38. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.

39. Limitation on Publicity. Neither Plaintiff nor Class Counsel will make any public disclosure of the Settlement or discuss the Settlement with anyone other than those necessary to effectuate the filing of the motion for preliminary approval, until after the motion for preliminary approval is filed. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement until after the motion for preliminary approval is filed. Prior to and following Preliminary Approval of the Settlement, neither Plaintiff nor Class Counsel will have any communications with any media other than to direct any media inquiries to the public records of the Action on file with the Court. Prior to and following Preliminary Approval of the Settlement, neither Plaintiff nor Class Counsel will publicize the Settlement, including on social media. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any media or social media comment on the Settlement or its terms. Class Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

40. Entire Agreement. Upon being fully-executed, this Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms, and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

1 41. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
2 Action (including, and not limited to, the deadline to bring the Action to trial under California Code of
3 Civil Procedure section 583.310), except such proceedings necessary to implement and complete the
4 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

5 42. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement,
6 the Parties may not amend or modify any provision of this Settlement Agreement except by written
7 agreement signed by counsel for all of the Parties. After the filing of the motion for preliminary approval
8 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
9 except by written agreement signed by counsel for all of the Parties and subject to Court approval. A
10 waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any
11 other provision.

12 43. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
13 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
14 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
15 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
16 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
17 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
18 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
19 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
20 provisions that otherwise might apply under state or federal law.

21 44. Signatories. It is agreed that because the members of the Class are so numerous, it is
22 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.
23 The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the
24 Settlement Class Members and the binding nature of the PAGA Settlement as to the PAGA Members,
25 and the release shall have the same force and effect as if this Settlement Agreement were executed by
26 each Settlement Class Member and PAGA Member.

27 45. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
28 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1 46. California Law Governs. All terms of this Settlement Agreement and attached exhibits
2 hereto will be governed by and interpreted according to the laws of the State of California.

3 47. Execution and Counterparts. This Settlement Agreement is subject only to the execution
4 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
5 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
6 signature page, will be deemed to be one and the same instrument.

7 48. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
8 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
9 this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
10 account all relevant factors, present and potential. The Parties further acknowledge that they are each
11 represented by competent counsel and that they have had an opportunity to consult with their counsel
12 regarding the fairness and reasonableness of this Settlement Agreement. The Parties agree that
13 Defendant shall provide confirmatory discovery and/or financial information and documents to support
14 the representations made at the November 30, 2021 mediation and leading up to the execution of the
15 Memorandum of Agreement executed on February 3, 2022, regarding Defendant's financial condition,
16 including and not limited to, providing declaration(s) of Defendant and/or its Counsel, in advance of the
17 filing of the Motion for Preliminary Approval. In addition, if necessary to obtain approval of the
18 Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness
19 of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement
20 and whether or not the Settlement is objectively fair and reasonable.

21 49. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
23 possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement
24 valid and enforceable.

25 50. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
26 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
27 to implement the Settlement.
28

1 51. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
2 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
3 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically
4 denies, that it has violated any state, federal, or local law; violated any regulations or guidelines
5 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
6 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
7 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
8 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
9 construed as an admission or concession by Defendant of any such violations or failures to comply with
10 any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
11 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as
12 evidence in any action or proceeding to establish any liability or admission on the part of Defendant or
13 to establish the existence of any condition constituting a violation of, or a non-compliance with state,
14 federal, local or other applicable law.

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

18 53. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
19 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
20 more strictly against one party than another merely by virtue of the fact that it may have been prepared
21 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
22 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

23 54. Representation By Counsel. The Parties acknowledge that they have been represented
24 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
25 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
26 in full.

27 55. All Terms Subject to Court Approval. All amounts and procedures described in this
28 Settlement Agreement herein will be subject to Court approval.

56. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Edwin Aiwarzian, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Christopher W. Olmsted, Esq.
Timothy L. Johnson, Esq.
Cameron O. Flynn, Esq.
**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**
4660 La Jolla Village Drive, Suite 900
San Diego, California 92122

57. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment, to the Class, will be required.

58. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

59. No Unalleged Claims. Plaintiff and Class Counsel represent that they are not currently aware of any unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement and are not currently aware of any unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the Operative Complaint in the Action. Plaintiff and Class Counsel further represent that, other than the Action, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum and they do not currently know of

or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF MARTIN ACELIO

Dated: 9 07 2022, 2022

Electronically Signed: 2022-09-07 22:02:42 UTC - 200.68.169.45
Nintex AssureSign® 864fb2bd-9bab-42ef-b539-ad0401383681

Martin Acelio, Plaintiff

DEFENDANT GREEN PERSPECTIVES

9-14-22
Dated: , 2022

By: 
Position:
On behalf of Green Perspectives

APPROVED AS TO FORM:

LAWYERS for JUSTICE, PC

Dated: September 7, 2022


Edwin Aiwanian
Attorneys for Plaintiff and Proposed Class Counsel

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: September 14, 2022


Christopher Olmsted
Timothy L. Johnson
Cameron Flynn
Attorneys for Defendant