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Attorneys for Plaintiff SHELITA LAW

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

SHELITA LAW, on behalf of herself and all
"aggrieved employees" pursuant to Labor Code §
2698 et seq.,

Plaintiff,

vs.

REJOICE DELIVERS, LLC, a California limited
liability company, and DOES 1 through 10, inclusive,

Defendant.

Case No. STK-CV-UOE-2021-0007998

**PAGA SETTLEMENT AND RELEASE
AGREEMENT**

[Assigned for all purposes to The Honorable
Jayne Lee, Dept. 10C]

Action Filed: August 25, 2021
Trial Date: N/A

Plaintiff SHELITA LAW ("Plaintiff"), individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant REJOICE DELIVERS, LLC ("Defendant"), enter into this PAGA Settlement and Release Agreement ("Settlement") as follows:

I. DEFINITIONS

As used in this Settlement, these terms shall have these meanings:

"Defendant" means Rejoice Delivers, LLC.

"Defense Counsel" means Tim L. Johnson, Nikolas T. Djordjevski, and Yousaf M. Jafri of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

"Effective Date" of the Settlement means the date upon which both the following have occurred: (i) approval of the Settlement is granted by the San Joaquin County Superior Court or other court assuming jurisdiction of this matter, and the Action is dismissed with prejudice, and (ii) the Court's order approving the Settlement becomes Final.

"Final" shall mean the latest of: (i) if there are no objections to the Settlement, the date approval of the Settlement is granted by the San Joaquin County Superior Court or other court assuming jurisdiction of this matter, and the Action is dismissed with prejudice; (ii) if there are objections to the Settlement and if there is an appeal of the Court's approval order, the date the approval order is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court; (iii) if there are objections to the Settlement and if a petition for review is filed, the date of denial of the petition for review, or the date the approval order is affirmed pursuant to such petition; or (iv) if there are objections to the Settlement and if no appeal is filed, the day following the expiration date for filing or noticing any appeal of the approval order.

"LWDA" means the California Labor and Workforce Development Agency.

"PAGA" means the California Labor Code Private Attorneys General Act of 2004, codified at California Labor Code §§ 2698 *et seq.*

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1 “PAGA Notice” means the letter(s) Plaintiff filed with the LWDA on behalf of herself and
2 all other aggrieved employees alleging Defendant committed certain violations of the California
3 Labor Code.

4 “PAGA Period” means March 2, 2020 through August 9, 2021.

5 “PAGA Settlement Members” means all hourly-paid, non-exempt employees who worked
6 for Defendant in California at any time during the PAGA Period. Defendant represents that the total
7 number of PAGA Settlement Members is approximately 185 individuals.

8 “Plaintiff” means Shelita Law, individually and in her capacity as representative of the State
9 of California on behalf of other aggrieved employees.

10 “Plaintiffs’ Counsel” means Daniel F. Gaines, Alex P. Katofsky, and Sepideh Ardestani of
11 Gaines & Gaines, APLC.

12 “Parties” means Plaintiff and Defendant.

13 “Released Claims” means any and all claims for the recovery of civil penalties under PAGA,
14 whether known or unknown, as well as for attorney fees and litigation costs arising therefrom, which
15 Plaintiff and/or the PAGA Settlement Members alleged, or could have alleged, against the Released
16 Parties, arising out of the facts, circumstances, and primary rights in the operative Complaint in this
17 Action.

18 “Released Parties” means Defendant and all of its past and present owners, officers, directors,
19 shareholders, employees, agents, assigns, attorneys, insurers, parent companies, subsidiaries, and
20 affiliates, and their respective predecessors, successors, and assigns.

21 “Settlement Administrator” means Simpluris.

22 **II. RECITALS**

23 A. On March 2, 2020, Plaintiff’s counsel sent a letter to the LWDA on behalf of Plaintiff
24 pursuant to California Labor Code § 2699.3. Plaintiff sought to represent herself and all PAGA
25 Settlement Members. At no time did the LWDA indicate its intention to investigate the alleged
26 violations referenced in the letter.

27 B. Thereafter, Plaintiff’s counsel indicated an intent to file, and did file, a civil lawsuit
28 alleging the violations set forth in the PAGA Notice as grounds for recovering civil penalties.

C. The Parties subsequently agreed to engage in mediation, which took place on August 9, 2021, with mediator Lou M. Marlin, Esq. The Parties engaged in extensive informal discovery prior to mediation. The Parties also engaged in extensive negotiations at mediation, which involved substantial offers and counteroffers between the Parties. The Action resolved, with the assistance of Lou M. Marlin, Esq. ultimately culminating in this Settlement.

D. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the operative Complaint and made a thorough study of the legal principles applicable to the claims asserted against Defendant. Plaintiff's Counsel concluded the Settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, numerous potential appellate issues, and Defendant's financial condition.

E. Defendant denies, and continues to deny, each and every claim and contention alleged in the PAGA Notice, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the PAGA Notice.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty, and costs of further prosecution, the financial status of Defendant, the difficulty of proof necessary to establish a class or manageable group for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the PAGA Settlement Members.

By entering into this Settlement, Defendant denies any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under California or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault,

wrongdoing or liability whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

IV. TERMS OF THE PAGA SETTLEMENT

A. Gross Settlement Amount

Defendant shall pay a non-reversionary monetary settlement payment in the total amount of exactly \$120,000 ("Gross Settlement Amount"). Defendant will pay \$60,000 ("Initial Payment") within 14 days of the Effective Date. Within 30 days following the Initial Payment, Defendant will pay \$5,000 per month, on the same day every month thereafter, for 12 months (equaling an additional \$60,000). The Gross Settlement Amount is the maximum amount Defendant can be required to pay under this Settlement.

B. Settlement Administrator Fees and Costs

The Settlement Administrator shall calculate and distribute payments to individual PAGA Settlement Members and to the LWDA. The Settlement Administrator will skip-trace and re-mail all returned, undeliverable mail within seven days of receiving notice that the mailing was undeliverable. The Settlement Administrator will also handle payment of Plaintiffs' Counsel's attorney fees and costs as approved by the Court. Settlement Administrator's Fees are estimated to be \$4,000 and shall be paid from the Gross Settlement Amount no later than 10 calendar days after the Gross Settlement Amount is paid by Defendant.

C. Attorneys' Fees and Costs

A total of 40% of the Gross Settlement Amount (estimated to be \$48,000) shall be allocated as attorneys' fees and up to \$15,000 shall be allocated as costs, payable to Plaintiff's Counsel and issued via an IRS Form 1099. The Settlement Administrator shall issue pro rata payments of attorneys' fees and costs to Plaintiff's Counsel by bank wire or check no later than 10 calendar days after each installment of the Gross Settlement Amount is paid by Defendant.

D. General Release Payment to Plaintiff

A total of \$10,000 will be paid to Plaintiff as a General Release Payment in consideration for her general release of claims, including her individual claims, as set forth in Section VI.C., *infra*. The General Release Payment will be considered miscellaneous income. The Settlement

1 Administrator will issue a Form 1099-MISC, and any other required tax form(s), to Plaintiff relating
2 to this payment. The Settlement Administrator shall issue the General Release Payment to Plaintiff
3 by bank wire or check no later than 10 calendar days after the initial installment of the Gross
4 Settlement Amount is paid by Defendant.

5 **E. PAGA Fund**

6 Following deductions of the items specified in Sections IV.B-IV.D, the remaining balance of
7 \$43,000 of the Gross Settlement Amount shall be allocated toward payment to the LWDA and PAGA
8 Settlement Members ("PAGA Fund"). 75% of the PAGA Fund (\$32,250) will be sent to the LWDA
9 and 25% of the PAGA Fund (\$10,750) will be allocated among the PAGA Settlement Members
10 based on the proportionate number of pay periods worked during the PAGA Period as set forth in
11 Section V.B., *infra*.

12 **V. COMPUTATION AND DISTRIBUTION OF PAGA FUND**

13 **A. Payment of PAGA Fund**

14 Within 10 days after Defendant makes its final deposit of the Gross Settlement Amount, the
15 Settlement Administrator shall distribute the PAGA Fund to the LWDA and to the PAGA Settlement
16 Members. Payments to PAGA Settlement Members shall be made via U.S. Mail to their last known
17 addresses.

18 **B. Formula for Calculating Share of PAGA Fund**

19 The portion of the PAGA Fund to be paid to each PAGA Settlement Member shall be
20 apportioned among the PAGA Settlement Members based on the number of pay periods for each
21 PAGA Settlement Member during the PAGA Period. The value of a pay period will be calculated
22 by dividing the portion of the PAGA Fund paid to PAGA Settlement Members by the total number
23 of pay periods for all PAGA Settlement Members during the PAGA Period. The resulting value will
24 then be multiplied by the number of pay periods for each PAGA Settlement Member to calculate the
25 individual PAGA payment ("Individual Payment"). Defendant's records shall be determinative for
26 purposes of calculating the number of pay periods and any payments to PAGA Settlement Members.

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1 **C. Distribution of the PAGA Fund**

2 The Settlement Administrator shall pay an amount equivalent to 75% of the PAGA Fund to
3 the LWDA, or as otherwise directed by the Court.

4 The Settlement Administrator shall transmit the Notice of Settlement (in substantially the
5 same form as Exhibit "A" attached hereto), together with settlement checks containing their
6 Individual Payments, with no claims process required, to all PAGA Settlement Members by first-
7 class United States mail, postage prepaid, to the last known address of each recipient with directions
8 to the Postmaster to forward the mailing and return all undeliverable Notices. The Settlement
9 Administrator shall maintain a list of the postmarked dates for the original mailing of each Individual
10 Payment to the PAGA Settlement Members and a list of PAGA Settlement Members who did not
11 receive the Individual Payment, if any, due to the inability to locate a valid address.

12 All settlement checks will remain valid and negotiable for 180 days from the date of their
13 issuance. After 180 days, any uncashed checks will be void and escheat to the State of California
14 Controller's Office – Unclaimed Property Fund in the names of the PAGA Settlement Members who
15 did not cash such checks.

16 The Settlement Administrator will prepare and issue IRS Form 1099s to PAGA Settlement
17 Members who received an Individual Payment.

18 **VI. RELEASE OF CLAIMS**

19 **A. Claims Released by the LWDA and PAGA Settlement Members**

20 Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement
21 Amount, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever
22 discharge the Released Parties from any and all Released Claims which arose during the PAGA
23 Period during employment in an hourly, non-exempt position in California. The Parties agree that
24 the settlement of this Action shall be effective as a full and final accord and satisfaction, settlement
25 of, and as a bar to, the Released Claims. The Parties further agree the settlement of this Action shall
26 be binding on Plaintiff, the PAGA Settlement Members, the LWDA, the State of California,
27 Defendant, and the Released Parties. As a result of this release, the PAGA Settlement Members will
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1 be unable to bring a claim under, or recover in any other claim encompassed within the Released
2 Claims.

3 **B. Claims Released by Plaintiff**

4 In consideration for the General Release Payment to Plaintiff and Defendant's agreement not
5 to contest any such payment by the Court, Plaintiff will be deemed, upon the Effective Date, and
6 subject to Defendant's full payment of the General Release Payment to Plaintiff, to have released the
7 Released Parties of and from all of the Released Claims.

8 In further consideration of the above, and the benefit of this Agreement, Plaintiff
9 unconditionally, irrevocably, and absolutely releases and discharges Defendant, and the Released
10 Parties, from all losses, liabilities, claims, charges, demands and causes of action, known or
11 unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected
12 with the transactions and occurrences between the Parties, including Plaintiff's employment with
13 Defendant. Notwithstanding the foregoing, the Parties agree and acknowledge that nothing in this
14 Agreement releases or waives any rights or claims Plaintiff has or may have regarding: (i) benefits,
15 or rights to seek benefits, under applicable workers' compensation and/or unemployment insurance;
16 (ii) those which, by law, cannot be waived by signing this Agreement; or (iii) to enforce this
17 Agreement. Barring those excluded rights, this release should have the broadest possible application
18 and includes, but is not limited to, all torts, contract, common law, constitutional or other statutory
19 claims, and all claims for attorney fees, costs, and expenses. This release includes any claim for
20 personal recovery of any type, including damages or reinstatement, due to alleged employment
21 discrimination and retaliation arising under federal, state, or local law, including the California Fair
22 Employment & Housing Act, the California Family Rights Act, the Americans With Disabilities Act,
23 the Family and Medical Leave Act, and Title VII of the Civil Rights Act of 1964. This release further
24 applies to any claims arising out of or based on the Rehabilitation Act of 1973, the California Labor
25 Code, other local and/or applicable wage ordinances and statutes, and the California Business &
26 Professions Code. This release includes any claims for any tortious conduct, wrongful discharge, and
27 wrongful discharge in violation of public policy.

Plaintiff's releases set forth herein include a waiver of all rights under California Civil Code § 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.

Upon the Effective Date, and subject to Defendant's full payment of the General Release Payment, Plaintiff will be deemed to have waived her rights under Civil Code § 1542. Such waiver includes all known and unknown claims that were or could have been alleged under any state or federal law (save for those expressly excluded above) and arising out of the facts, circumstances, and primary rights in the Complaint.

C. Tax Treatment and Indemnification

PAGA Settlement Members, including Plaintiff, will assume any tax obligations or consequences that may arise from payments made to them under this Settlement.

VII. MISCELLANEOUS PROVISIONS

A. Mutual Full Cooperation, Including Regarding Settlement Approval and Dismissal

Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel agree to cooperate fully with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents, and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

The Parties will cooperate in obtaining, through a stipulation and order, or an unopposed motion, if required, an Order from the Court (i) approving this Agreement and (ii) dismissing the Action with prejudice, at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents, within the parameters set by the mediator. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall

1 take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the
2 approval and implementation of the payments as described in this Agreement.

3 The Court's approval of this Agreement shall be embodied in a written order, which shall be
4 transmitted to the LWDA promptly upon entry, as required by PAGA.

5 **B. Parties' Authority**

6 The signatories hereto represent they are authorized to enter into this Settlement.

7 **C. Binding Nature of the Settlement**

8 This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns
9 of the Released Parties. Plaintiff represents, covenants, and warrants she has not directly or indirectly,
10 assigned, transferred, or encumbered any claim, demand, action, cause of action, or rights released
11 in the Released Claims in this Settlement. This Settlement shall be binding upon Plaintiff and the
12 PAGA Settlement Members. This Settlement may be amended or modified only by a written
13 instrument signed by Plaintiff and Defendant's duly authorized representative. No rights under this
14 Settlement may be waived except in writing.

15 **D. Joint Drafting of Settlement Documents**

16 The Parties have reached this Settlement as a result of a series of arm's-length negotiations,
17 taking into account all relevant factors, present and potential. Plaintiff's Counsel and Defense
18 Counsel have drafted this Settlement jointly and, therefore, in any construction or interpretation of
19 this Settlement, the same shall not be construed against any of the Parties.

20 **E. Execution of the Joint Settlement**

21 All executed copies of this Settlement and photocopies thereof shall have the same force and
22 effect and shall be as legally binding and enforceable as the original.

23 **F. No Press Release of Publicity Regarding Terms of the Settlement**

24 Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel agree that they
25 will issue no media or press release, initiate any contact with the media or the press, respond to any
26 media or press inquiry, or have any communications with the media or the press about the fact,
27 amount, or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to
28 the fact or amount of the Settlement on their websites, social media, any other marketing materials,

1 or legal publications. Plaintiff and Plaintiff's Counsel will not state on their websites, social media,
2 any other marketing materials, or legal publications, that Defendant engaged in any act contrary to
3 California law, or denied payment owed to its employees, or otherwise committed any violations of
4 the California Labor Code or any other local, state, or federal law, otherwise disparage Defendant,
5 or otherwise identify Defendant. Defendant may report the Settlement or results of this lawsuit if
6 required to do so by public disclosure regulatory requirements, or with respect to any financial or
7 other disclosures, which in their judgment are necessary.

8 **G. Continuing Jurisdiction of the Court**

9 The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and
10 otherwise as permitted by law, to enforce this Settlement.

11 **H. Dispute(s).**

12 Should any dispute(s) arise among the Parties or their respective counsel regarding the
13 implementation or interpretation of this Agreement, but excluding any dispute related to non-
14 payment or late payment of the Gross Settlement Amount, the Parties agree to submit any such
15 dispute(s) first to mediation and/or continued negotiations before mediator Lou M. Marlin, Esq. and
16 then, if unsuccessful, to the San Joaquin County Superior Court. To the extent any Party seeks to
17 enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be
18 entitled to recover her/its/their reasonable attorneys' fees and costs.

19 **I. Advice of Counsel**

20 Each Party represents and agrees they have been advised or are fully aware of their right to
21 discuss all aspects of this Agreement with their independent attorney prior to signing this Agreement.
22 The Parties further represent and agree that each Party has carefully read and fully understands all of
23 the provisions of this Agreement, and that each Party is voluntarily, and without fraud, duress or
24 undue influence, entering into this Agreement.

25 **J. Attorneys' Fees and Costs.**

26 With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for,
27 or purporting to act for the PAGA Settlement Members, or Plaintiff may recover or seek to recover
28 any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement

1 Amount except as expressly provided herein. Defendant shall bear its own attorney's fees and costs,
2 and neither Plaintiff's Counsel, Aggrieved Employees or the Plaintiff shall be responsible for
3 Defendant's attorney's fees and costs. If any party moves the Court to enforce this Agreement, the
4 prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred
5 to enforce this Agreement.

6 **K. Default; Notice; Cure; Acceleration; Time is of the Essence.**

7 If any payments required hereunder are not received on the dates due, Defendant shall be in
8 default of its obligations under this Settlement. Plaintiff shall e-mail notice of the default to
9 Defendant at nikolas.djordjeovski@ogletree.com and tim.johnson@ogletree.com. Defendant will
10 then have seven (7) calendar days from the date notice is e-mailed to cure the default. If the default
11 remains uncured for ten (10) calendar days, then all sums remaining unpaid under this Settlement
12 shall be accelerated and become all due and payable and begin to accrue interest at the legal rate.
13 Plaintiff may thereafter move the Court, pursuant to Code of Civil Procedure 664.6, for entry of a
14 judgment against Defendant to reflect this acceleration, the accrual of interest, plus actual attorneys'
15 fees and costs incurred to enforce the judgment and this Settlement. Time is of the essence with
16 respect to all provisions of this Agreement.

17 **L. Escalator Clause.**

18 This settlement is based on Defendant's representation that there were approximately 3,333
19 pay periods worked by the 185 Aggrieved Employees in California during the PAGA Period. If the
20 actual number of pay periods or Aggrieved Employees increases beyond these numbers, Defendant
21 shall pay an increased Gross Settlement Amount in proportion to the larger increase.

22 [SIGNATURES ON FOLLOWING PAGES]
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PLAINTIFF AND PLAINTIFF'S COUNSEL

October 19, 2021

DATED: October __, 2021

DocuSigned by:

Shelita Law

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Plaintiff Shelita Law

Approved as to form:

DATED: October ¹⁹__, 2021

GAINES & GAINES, APLC

By: *Sepideh Ardestani*

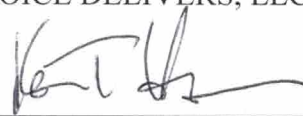
Daniel F. Gaines
Sepideh Ardestani

Attorneys for Plaintiff SHELITA LAW

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DEFENDANT AND DEFENDANT'S COUNSEL

REJOICE DELIVERS, LLC



DATED: October __, 2021

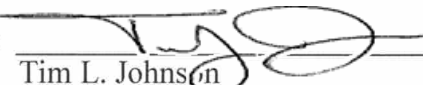
By: Kevin Hom
Its: Owner

Approved as to form:

DATED: October 27, 2021

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

By:



Tim L. Johnson
Nikolas T. Djordjevski
Yousaf M. Jafri

Attorneys for Defendant REJOICE DELIVERS,
LLC

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EXHIBIT A

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

SHELITA LAW, on behalf of herself and
all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

REJOICE DELIVERS, LLC, a California
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-7998

**NOTICE OF PAGA SETTLEMENT AND
RELEASE AGREEMENT**

You have been identified as a current or former non-exempt employee of Rejoice Delivers, LLC (“Defendant”) who worked in California at some time between March 2, 2020 through August 9, 2021 (“PAGA Settlement Member”).

On August 25, 2021, Plaintiff Shelita Law (the “Plaintiff”) commenced a lawsuit in the San Joaquin County Superior Court, case number STK-CV-UOE-2021-7998 (the “Lawsuit”) to recover civil penalties based on various Labor Code violations. Plaintiff alleges, among other things, Defendant failed to pay all overtime wages due; provide all meal and rest periods, or premium compensation in lieu thereof; timely pay wages during employment and at separation of employment; reimburse business expenses; and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit was litigated extensively. Following an investigation and full-day mediation before a third-party

mediator, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [insert date of entry of order approving settlement] and has determined that the settlement is fair and reasonable. A portion of the settlement is being paid to the government and a portion is being to each Aggrieved Employee. Aggrieved Employees, including you, are receiving a portion of the settlement based on the number of pay periods actually worked for Defendant in California from March 3, 2020 to August 9, 2020¹ (the "Release Period").

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon the Effective Date, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims (means any and all claims for the recovery of civil penalties under PAGA, whether known or unknown, as well as for attorney fees and litigation costs arising therefrom, which Plaintiff and/or the PAGA Settlement Members alleged, or could have alleged, against the Released Parties, arising out of the facts, circumstances, and primary rights in the operative Complaint in this Action) during the PAGA Period. The Parties agree that the settlement of this Action shall be effective as a full and final accord and satisfaction, settlement of, and as a bar to, the PAGA Claims alleged, or that could have been alleged, by Plaintiff against Defendant arising out of the facts, circumstances, and primary rights in the PAGA Notice. The Parties further agree the settlement of this Action shall be binding on Plaintiff, the PAGA Settlement Members, the LWDA, the State of California, Defendant, and the Released Parties. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor

Code §§ 2698 et seq., for any violations of the Released Claims that
took place during the PAGA Period.

The payment which accompanies this notice is made to you pursuant to the terms of the
Settlement. You will not be retaliated against for cashing the check. It is entirely up to you if you
cash your check or not. *Checks that are not cashed within 180 days of issuance will be transmitted
to the California Secretary of State's Unclaimed Property Division, to be held on your behalf.*
Regardless of what you do with the check issued to you, by law and Court order, you will be deemed
to have released the Released Parties from the Released Claims described above.

Your payment under this settlement is considered penalties and will be reported to the IRS
and state tax authorities. You will receive an IRS Form 1099 pertaining to your payment if required
by law. You are responsible for payment of any and all taxes that are due as a result of this payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement.

**If you have any questions, you may call or write the Settlement Administrator, at the
following number or address: [insert address and telephone number for Settlement
Administrator].**

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