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

GRANT WESTBROOK, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

C.L.M.P. LTD.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 37-2021-00019187-CU-OE-CTL

[Case Assigned for All Purposes to Hon.
Ronald F. Frazier, in Dept. C-65]

[PROPOSED] AMENDED ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT

Date: April 21, 2023

Time: 8:30 a.m.

Dept.: C-65

Complaint Filed: April 29, 2021
Trial Date: None Scheduled

1 The Motion for Preliminary Approval of the Joint Stipulation Re: Class Action and
2 Representative Settlement Agreement (“Settlement Agreement”), a copy of which is attached
3 hereto as Exhibit “A”, came before this Court on April 21, 2023. The Court, having considered the
4 papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
5 **FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement Agreement and the Class
7 based upon the terms set forth in the Settlement Agreement filed herewith. The Settlement is fair,
8 adequate, and reasonable to the Class. The Court finds that: (a) the Settlement Agreement
9 resulted from extensive arm’s length negotiations; and (b) the Settlement Agreement is sufficient
10 to warrant notice of the Settlement to persons in the Class and a full hearing on the final approval
11 of the Settlement.

12 2. “Class” means all non-exempt, hourly-paid California employees employed by
13 C.L.M.P and who were assigned to work at Adame Landscape, Inc., during the Class Period.”

14 3. The “Class Period” or “Release Period” is April 29, 2017 to June 7, 2022.

15 4. “Temperature Check Sub-Class Members” means all Class Members who were
16 subjected to a temperature prior to entering the Adame Landscape, Inc., facility, beginning on
17 March 19, 2020.

18 5. “Aggrieved Employee” or “PAGA Member” means all non-exempt, hourly-paid
19 California employees employed by C.L.M.P and who were assigned to work at Adame Landscape,
20 Inc., during the PAGA Period.

21 6. The “PAGA Period” means the period from April 29, 2020 to June 7, 2022.

22 7. The Settlement falls within the range of reasonableness and appears to be
23 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
24 and final approval by this Court.

25 8. The Court makes the following preliminary findings for settlement purposes
26 only:

27 A. The Class, which consists of approximately 73 persons, is so numerous
that joinder of all members is impracticable;

28 B. There appear to be questions of law or fact common to the Class for

purposes of determining whether this Settlement should be approved;

C. Plaintiff's claims appear to be typical of the claims being resolved through the proposed settlement;

D. Plaintiff appears to be capable of fairly and adequately protecting the interests of the Class Members in connection with the proposed settlement;

E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Class. Accordingly, the Class appears to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Class.

9. The Court approves, as to form and content, the Notice to Class Members in substantially the form attached hereto as Exhibit B (Class Notice).

10. The Court approves the procedure for Class Members to object to the Settlement as set forth in the Class Notice to Class Members.

11. The Court approves the procedure for Class Members to become Participating Class Members as set forth in the Notice to Class Members.

12. The Court directs the mailing of the Notice to Class Members by first class mail to the Class Members in accordance with the Implementation Schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

13. The Court confirms Kingsley & Kingsley, APC as Class Counsel.

14. The Court confirms the named Plaintiff in the operative complaint in the Action as the Class Representative.

15. The Court approves ILYM Group, Inc. as the Settlement Administrator.

16. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, *et seq.* ("PAGA"), statutory notice of this Settlement has been and will continue to be given to the Labor & Workforce Development Agency.

17. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval	April 21, 2023
b.	Deadline for Defendant to Provide Class Data to Administrator	15 calendar days from Preliminary Approval
c.	Mail Notice to Class Members	30 calendar days from Preliminary Approval
d.	Deadline for Class Members to Postmark Any Opt-Out	90 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	90 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	September 6, 2023
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	September 6, 2023
h.	Final Approval Hearing	September 29, 2023 at 8:30 a.m.

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are hereby stayed.

17. The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing from time to time without further notice to members of the Class.

DATED: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT "A"

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GRANT WESTBROOK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

GRANT WESTBROOK, an individual, on
behalf of himself and others similarly situated

Plaintiff,

vs.

C.L.M.P., LTD.; and DOES 1 thru 50, inclusive,

Defendants.

CASE NO. 37-2021-00019187-CU-OE-CTL

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
SETTLEMENT AGREEMENT**

Judge: Hon. Ronald F. Frazier
Dept.: C-65

Complaint filed: April 29, 2021
Trial date: Not Set

I. INTRODUCTION

This Joint Stipulation Re: Class and Representative Action Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Plaintiff GRANT WESTBROOK (“Class Representative” or “WESTBROOK”), individually, and on behalf of all putative class members and aggrieved employees, on the one hand, and Defendant C.L.M.P., LTD. (“CLMP”), on the other hand. WESTBROOK and CLMP are collectively referred to

1 herein as the “Parties.” This Settlement Agreement is subject to the terms and conditions set
2 forth below and the Court’s approval. This Settlement Agreement completely resolves the wage
3 and hour class and representative action filed by WESTBROOK against Defendant CLMP on
4 April 29, 2021, Superior Court of the State of California, County of San Diego, Case No. 37-
5 2021-00019187-CU-OE-CTL.

6 II. DEFINITIONS

7 The following definitions are applicable to this Settlement Agreement. Definitions
8 contained elsewhere in this Settlement Agreement shall also be applicable.

9 1. “Action” means the case entitled *WESTBROOK v. C.L.M.P., LTD.*, et al., Case
10 No. 37-2021-00019187-CU-OE-CTL, pending before the Court.

11 2. “Aggrieved Employee”, “PAGA Group” or “PAGA Member” means all non-
12 exempt, hourly-paid California employees employed by CLMP and who were assigned to work
13 at Adame Landscape, Inc., during the PAGA Period.

14 3. “Class” means all non-exempt, hourly-paid California employees employed by
15 CLMP and who were assigned to work at Adame Landscape, Inc., during the Class Period.
16 Members of the Class are referred to herein individually as a “Class Member” and collectively as
17 “Class Members.” CLMP represents that the Class includes approximately 69 individuals as of
18 the date of this Settlement Agreement.

19 4. “Class List” means a list of Class Members that CLMP will compile from its
20 records. The Class List shall include each Class Member’s full name, last known address to the
21 extent available in CLMP’s business records, social security number, dates of employment in a
22 non-exempt, hourly-paid position with CLMP during the Class Period, and membership in the
23 Temperature Check Sub-Class.

24 5. “Class Period” means the time period between April 29, 2017 through June 7,
25 2022.

26 6. “Court” means the Superior Court of California, County of San Diego, Central
27 District.

28 7. “Defendant’s Counsel” means Lagasse Branch Bell + Kinkead LLP.

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8. “Effective Date” means the latter of: (a) if no objections to the Settlement Agreement are made in writing or at the hearing for Final Approval, the date the Court enters an order granting Final Approval of the Settlement Agreement; (b) if objections are made in writing or at the hearing for Final Approval and overruled, and no appeal is taken of the order granting Final Approval, then the Effective Date shall be three (3) calendar days after the deadline to file an appeal of the order granting Final Approval; or (c) if one or more appeals are taken from the Court’s overruling any objections to the settlement, then the Effective Date shall be three (3) calendar days after any appeal is dismissed or the order granting Final Approval of the settlement is affirmed after an appeal, and the order granting Final Approval is not subject to further review and becomes final.

9. “Final Approval” means the Court order granting final approval of the Settlement Agreement and entering final judgement thereon.

10. “Individual Settlement Payment” means each Participating Class Member’s share of the Net Settlement Proceeds calculated in accordance with the Individual Settlement Payment Calculations described below.

11. “Maximum Settlement Amount” means the total amount of Forty-Two Thousand Five Hundred Dollars (\$42,500) which CLMP is required to pay under this Settlement Agreement (subject to WESTBROOK obtaining Final Approval and exhaustion of any and all appeals). The Maximum Settlement Amount includes only (and all subject to Court approval): (1) the attorneys’ fees of Class Counsel; (2) the litigation costs and expenses of Class Counsel; (3) the Service Award to the Class Representative; (4) the payment to the Labor Workforce and Development Agency (“LWDA”) pursuant to the Private Attorneys General Act of 2004, Labor Code 2698, et seq. (“PAGA”) claims in the Action; (5) all costs of administration, including, without limitation, settlement administration fees and expenses; and (6) the Individual Settlement Payments paid to Participating Class Members. The attorneys’ fees and litigation costs and expenses of Class Counsel include, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, securing Court approval of the settlement, and obtaining judgment in the Action. Employer payroll taxes due on wage

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1 payments made under the Settlement shall be paid separately by CLMP, in addition to the
2 Maximum Settlement Amount. CLMP is under no obligation under this Settlement Agreement to
3 pay anything other than the Maximum Settlement Amount and the employer payroll taxes
4 referred to above. The Maximum Settlement Amount shall also include any interest that accrues
5 in the escrow account created by the Settlement Administrator.

6 12. "Net Settlement Amount" means the portion of the Maximum Settlement
7 Amount, less the amounts approved and awarded by the Court for: (1) the attorneys' fees of
8 Class Counsel; (2) the litigation costs and expenses of Class Counsel; (3) the Service Award to
9 the Class Representative; (4) the payment to the LWDA, and; (5) all costs of administration,
10 including, without limitation, settlement administration fees and expenses.

11 13. "Notice Deadline" means the deadline by which Class Members must postmark or
12 fax to the Settlement Administrator a valid request to be excluded from the settlement. The
13 Notice Deadline shall be sixty (60) calendar days from the initial mailing of the Notice of
14 Settlement by the Settlement Administrator, unless the 60th day falls on a Sunday or federal
15 holiday, in which case the Notice Deadline will be extended to the next day on which the U.S.
16 Postal Service is open.

17 14. "Notice of Settlement" means the notice that the Court approves and orders to be
18 sent to all Class Members advising them of their rights under this Settlement Agreement. The
19 Notice of Settlement is attached hereto as Exhibit 1.

20 15. "Temperature Check Sub-Class" means all Class Members who were subjected to
21 a temperature prior to entering the Adame Landscape, Inc., facility, beginning on March 19,
22 2020. Members of the Temperature Check Sub-Class are referred to herein individually as a
23 "Temperature Check Sub-Class Member" and collectively as "Temperature Check Sub-Class
24 Members." CLMP represents that the Temperature Check Sub-Class includes approximately 23
25 individuals as of the date of this Settlement Agreement.

26 16. "PAGA Pay Period" means any pay period during which an Aggrieved Employee
27 worked for Defendant for at least on day during the PAGA Period.

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1 17. “PAGA Period” shall mean the time period between April 29, 2020 and June 7,
2 2022.

3 18. “Participating Class Members” include all Class Members who do not submit a
4 valid request to be excluded from the settlement, consistent with the terms set forth in this
5 Settlement Agreement.

6 19. “Plaintiff’s Counsel” or “Class Counsel” means Kingsley & Kingsley, APC,
7 counsel of record for WESTBROOK.

8 20. “Preliminary Approval” means the Court order granting preliminary approval of
9 the Settlement Agreement.

10 21. “Qualified Settlement Account” means the account established by the Settlement
11 Administrator into which the Maximum Settlement Amount and all employer payroll taxes
12 associated therewith shall be deposited.

13 22. “Settlement Administrator” means a third-party class action settlement
14 administrator mutually agreed to by the Parties and approved by the Court for the purposes of
15 administering this settlement. Subject to Court approval, the Parties have agreed that ILYM will
16 serve as a neutral third-party claims administrator settlement administrator to perform all acts
17 required by the Settlement Agreement, including but not limited to providing the Notice of
18 Settlement to the Class.

19 23. “Settlement Administration Costs” mean the expenses payable from the
20 Maximum Settlement Amount to the Settlement Administrator for administering this Settlement
21 Agreement, including, but not limited to, calculating weeks of employment from the Class List,
22 printing, distributing and tracking forms for this settlement, mailing notices, calculating awards,
23 processing requests for exclusion and objections, performing necessary skip traces on Notices of
24 Settlement returned as undeliverable, mailing Participating Class Members settlement checks,
25 issuing any required tax reporting forms, distributing the Maximum and Net Settlement Amounts
26 and providing necessary reports and declarations, as requested by the Parties, Class Counsel and
27 Defendant’s Counsel, among other things in this Settlement Agreement. The Settlement
28 Administration Costs are expected to total no more than five thousand dollars (\$5,000.00). Any

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1 portion of the Settlement Administration Costs which is not used shall be returned to the Net
2 Settlement Amount for pro rata distribution to Participating Class Members, and will not revert
3 to CLMP under any circumstance.

4 24. "Settlement Class" means Class Members who have not timely excluded
5 themselves from the settlement, as detailed below.

6 25. "Workweeks" mean the total number of weeks Class Members by worked at least
7 one shift for CLMP in a non-exempt, hourly-paid position in California at any of its locations
8 during the Class Period. Workweeks shall be calculated (1) for former employees by counting
9 the number of days between each Class Member's first date employed by CLMP in a non-
10 exempt, hourly-paid position during the Class Period and the last day they were employed by
11 CLMP in a non-exempt, hourly-paid position during the Class Period, and dividing that sum by
12 seven, or (2) for current employees by counting the number of days between each Class
13 Member's first date employed by CLMP in a non-exempt, hourly-paid position during the Class
14 Period and the date of Preliminary Approval, and dividing that sum by seven.

15 **III. PROCEDURAL AND FACTUAL BACKGROUND**

16 1. On or about April 29, 2021, WESTBROOK filed the Complaint against CLMP
17 alleging the following causes of action: (1) failure to pay wages and/or overtime under Labor
18 Code sections 510, 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code
19 sections 226.7 and 512; (3) violation of Labor Code section 226(a); (4) penalties pursuant to
20 Labor Code section 203; and (5) violation of Business & Professions Code section 17200.
21 Plaintiff's alleged class period is from April 29, 2017 to the present (the "Complaint").
22 WESTBROOK also sought compensatory damages, attorney's fees, and civil penalties as part of
23 his prayer.

24 2. On April 29, 2021, WESTBROOK sent a notice to the LWDA and CLMP
25 alleging the same allegations raised in the Complaint (the "PAGA Notice").

26 3. On or about July 6, 2021, WESTBROOK filed a First Amended Complaint (FAC)
27 against CLMP alleging the following causes of action: (1) failure to pay wages and/or overtime
28 under Labor Code sections 510, 1194, and 1199; (2) failure to provide meal breaks pursuant to

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1 Labor Code sections 226.7 and 512; (3) violation of Labor Code section 226(a); (4) penalties
2 pursuant to Labor Code section 203; (5) violation of Business & Professions Code section
3 17200; and (6) penalties pursuant to Labor Code section 2699, et seq. (the “FAC”).
4 WESTBROOK again sought compensatory damages, attorney’s fees, and civil penalties as part
5 of his prayer.

6 4. WESTBROOK and CLMP also engaged in informal discovery and conferences
7 regarding WESTBROOK’s claims and the claims of the alleged aggrieved employees, the value
8 of those claims, and CLMP’s defenses to those claims.

9 5. On April 8, 2022, the Parties participated in a judicial settlement conference
10 mediation with the Hon. Robert C. Longstreth, a respected jurist with substantial experience
11 presiding over and resolving employment class and representative actions. Subsequent thereto,
12 counsel for WESTBROOK and CLMP engaged in further settlement discussions and eventually
13 reached this settlement.

14 6. WESTBROOK contends that Defendant CLMP violated the California Labor
15 Code in the ways identified in the PAGA Notice and the FAC, and that CLMP will be liable to
16 WESTBROOK and in connection with the putative class and PAGA aggrieved employees for
17 those violations.

18 7. CLMP denies any liability or wrongdoing of any kind associated with the claims
19 alleged in the PAGA Notice and the Complaint, and further denies that the Action is appropriate
20 for class treatment for any purpose other than this settlement. CLMP contends that it has
21 complied at all times with the California Labor Code. It is CLMP’s position that, if this case
22 were to be litigated, class certification would be denied, and the PAGA claims would be found to
23 be without procedural and substantive merit.

24 8. The Action, the negotiation and execution of this Settlement Agreement, and all
25 acts performed or documents executed pursuant to or in furtherance of the Settlement Agreement
26 (i) shall not be used as an admission or evidence of wrongdoing on behalf of CLMP; (ii) shall not
27 be an admission or evidence of fault on behalf of CLMP in any action before a civil, criminal, or
28 administrative agency; and (iii) shall not be deemed to be, and may not be used as, an admission

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1 or evidence of the appropriateness of these or similar claims for class certification in the Action
2 or with respect to any other proceeding.

3 9. Class Counsel represent they have conducted a thorough investigation into the
4 facts and law during the prosecution of this class action case, including the exchange of formal
5 and informal discovery and the review and verification of statistical data and other facts and
6 information provided by CLMP. Counsel for the Parties also represent they have investigated
7 the applicable law as applied to the facts discovered regarding the alleged claims of
8 WESTBROOK and the putative class and potential defenses thereto.

9 10. Based on their own independent investigation and evaluation, Class Counsel are
10 of the opinion (and will so represent to the Court) that settlement for the consideration and on the
11 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
12 interest of the Settlement Class in light of all known facts and circumstances, including the risk
13 of significant delay, the risk that Class Member claims would be ordered to individual
14 arbitration, and any class claims would not be certified by the Court, and the defenses asserted by
15 CLMP. CLMP and its counsel also agree (and will so represent to the Court) that this settlement
16 is fair and in the best interest of the Settlement Class.

17 11. The Parties agree that the Class described herein may be certified for settlement
18 purposes only and that any motion for preliminary approval seeking, *inter alia*, certification of
19 the class is for purposes of the settlement only. If for any reason the settlement is not approved,
20 the certification will have no force or effect and will immediately be revoked. The Parties
21 further agree that certification for purposes of the settlement is in no way an admission that class
22 certification is proper under the more stringent standard applied for litigation and that evidence
23 of this limited stipulation for settlement purposes only will not be admissible for any purpose in
24 this or any other proceeding. The Parties further agree that by entering this settlement, CLMP is
25 not waiving its right to enforce the arbitration agreements it has with CLMP employees, or
26 otherwise waiving any other defenses to the claims.

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**IV. DUTIES OF THE PARTIES BEFORE PRELIMINARY APPROVAL AND
BETWEEN PRELIMINARY AND FINAL APPROVAL**

1. Promptly after the execution of this Settlement Agreement, the Parties shall agree upon a stipulation to the filing of a Second Amended Complaint (SAC) to more clearly define the Class. Within five (5) business days of the Parties agreement as to the form of the SAC and the stipulation of the filing of the SAC, WESTBROOK will file the stipulation and, after approval by the Court, the SAC for the purpose of effectuating the settlement. If for any reason the Court does not grant preliminary or final approval of this settlement, this agreement shall not be considered a waiver by CLMP of its right to oppose any and all aspects of the SAC, and CLMP does not waive any defenses in connection with the SAC or the claims therein.

2. Promptly after the filing of the SAC, Class Counsel shall move the Court for Preliminary Approval of the Settlement and obtain entry of an order accomplishing the following:

a. Provisionally certifying this action under California law as a class action for purposes of this settlement only;

b. Preliminarily approving the settlement subject only to objections of Class Members, the terms of the Parties' Settlement Agreement, and final approval by the Court;

c. Approving as to form and content the proposed Notice of Settlement attached hereto as Exhibit 1;

d. Directing the mailing of the Notice of Settlement and Request for Exclusion Form by first-class mail to the Class Members;

e. Preliminarily appointing WESTBROOK as class representative and Plaintiff's Counsel as class counsel (only for purposes of effectuating and implementing this Settlement Agreement);

f. Preliminarily approving the application for payment of reasonable attorneys' up to one third (33.33333%) of the Maximum Settlement Amount, but not to exceed \$14,166.66 and reimbursement of reasonable litigation-related costs and expenses not to exceed \$5,000.00 payable to Class Counsel. CLMP agrees not to dispute, undermine, or otherwise

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1 object to the attorneys' fees and costs awards requested by Class Counsel provided they do not
2 exceed the forgoing enumerated amounts, respectively;

3 g. Preliminarily approving the service award to The Class Representative in
4 an amount equal to \$5,000.00 ("Service Award"). An IRS Form 1099 will be issued to The
5 Class Representative with respect to his Service Award. CLMP agrees not to dispute, undermine,
6 or otherwise object to the Service Award requested by WESTBROOK provided it does not
7 exceed the forgoing enumerated amount;

8 h. Preliminarily approving settlement administration services by Settlement
9 Administrator and its estimated Settlement Administration Costs of \$5,000.00.

10 i. Preliminarily approving the allocation of civil penalties pursuant to the
11 PAGA in the amount of \$2,500 seventy-five percent (75%) of which or \$1,875.00 shall be
12 payable to the LWDA and twenty-five percent (25%) of which or \$625.00 shall be distributed to
13 Participating Class Members as part of the Net Settlement Proceeds; and

14 j. Scheduling a hearing for Final Approval on the question whether the
15 proposed settlement should be finally approved as fair, reasonable and adequate to Class
16 Members.

17 k. The form and content of the proposed Preliminary Approval order is
18 attached as Exhibit 3 to this Settlement Agreement.

19 3. WESTBROOK shall submit this Settlement Agreement in support of the Motion
20 for Preliminary Approval. Class Counsel shall not file said motion or any other documents
21 associated with same unless and until Defendant's Counsel has approved the contents thereof.
22 Class Counsel will send Defendant's Counsel the preliminary approval motion for review and
23 approval prior to the filing of same. Defendant's Counsel shall have at least five (5) business
24 days in which to review and approve the motion for preliminary approval.

25 4. WESTBROOK shall also submit this Settlement Agreement to the LWDA (as
26 required by Labor Code § 2699(1)(2)) and to the Court in support of WESTBROOK's motion for
27 Preliminary Approval.

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1 5. Class Counsel will file a Motion for Final Approval of the Settlement and
2 supporting documents with the Court no later than sixteen (16) court days prior to the Final
3 Approval Hearing. Supporting documents shall include, but are not limited to: (a) a declaration
4 by the Settlement Administrator of due diligence and proof of mailing of the Notice of
5 Settlement required to be mailed to Class Members by this Settlement Agreement, and of the
6 delivery results of the Settlement Administrator's mailings, including tracing and re-mailing
7 efforts; and (b) a proposed Order and Judgment granting Final Approval. Class Counsel will
8 send Defendant's Counsel the final approval motion for review and approval prior to the filing of
9 same. Defendant's Counsel shall have at least five (5) business days in which to review and
10 approve the motion for Final Approval.

11 6. CLMP will not object to or oppose Final Approval of the settlement, including
12 application by Class Counsel for the Service Award, attorneys' fees and reimbursement of
13 litigation-related costs and expenses as set forth above, provided the amounts sought do not
14 exceed the amounts agreed to in this Settlement Agreement.

15 7. Class Counsel will submit with the motion for Final Approval a proposed Order
16 and Judgment granting Final Approval. The proposed Order and Judgment granting Final
17 Approval shall include the following findings and orders:

18 a. Approving the settlement, adjudging the terms thereof to be fair, reasonable and
19 adequate, and directing that its terms and provisions be carried out;

20 b. Approving payment of the Service Award to the Class Representative;

21 c. Approving Class Counsel's application for an award of reasonable attorneys' fees
22 and reimbursement of reasonable litigation-related costs and expenses;

23 d. Approving the Settlement Administration Costs;

24 e. Approving payment of civil penalties to the LWDA;

25 f. Entering Final Approval releasing all Released Claims of the Participating Class
26 Members against all Released Parties;

27 g. Entering judgment in this Action in accordance with this Settlement Agreement,
28 pursuant to Cal. Rules of Court, Rule 3.769(h); and

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1 h. Providing that the Court will retain jurisdiction to oversee administration and
2 enforcement of the terms of the settlement and the Court's orders.

3 i. The form and content of the proposed Order and Judgment granting Final
4 Approval is attached as Exhibit 4 to this Settlement Agreement.

5 **V. DUTIES OF THE PARTIES AFTER FINAL APPROVAL**

6 1. Following entry of the Court's Order and Judgment granting Final Approval of
7 the Settlement Agreement, the Parties will each act to assure its timely execution and the
8 fulfillment of all its provisions, including, but not limited to the following:

9 a. Should an appeal be taken from the Order and Judgment granting Final
10 Approval of the Settlement Agreement, all Parties will support the Order and Judgment granting
11 Final Approval on appeal.

12 b. Class Counsel and Defendant's Counsel will reasonably assist the
13 Settlement Administrator as needed or requested in the process of identifying and locating
14 Participating Class Members entitled to payments from the Net Settlement Amount and assuring
15 delivery of such payments;

16 c. Class Counsel and Defendant's Counsel will reasonably assist the
17 Settlement Administrator as needed or requested in responding to late requests for payments
18 from the Net Settlement Amount;

19 d. Class Counsel and Defendant's Counsel will ensure that the Settlement
20 Administrator will certify to the Court completion of all payments required to be made by this
21 Settlement Agreement.

22 **VI. TERMS OF AGREEMENT**

23 WESTBROOK, on behalf of herself and all Class Members, and CLMP, agree to the
24 following terms of settlement:

25 1. Terms of this Settlement Agreement are Subject to Court Approval. All terms set
26 forth in this Settlement Agreement are subject to Court approval. The Parties stipulate to class
27 certification for purposes of settlement only. WESTBROOK shall apply to the Court for
28 approval of the Settlement Agreement and for class certification solely for purposes of

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1 effectuating this settlement. CLMP shall not oppose such application, provided it does not
2 deviate from this Settlement Agreement. If, for any reason, the settlement is not approved, the
3 stipulation to certification will be void. The Parties further agree that certification for purposes
4 of settlement is not an admission that class certification is proper under the standard applied to
5 contested certification motions and that this settlement will not be admissible in this, or in any
6 other, legal process or proceeding as evidence that (i) a class should be certified or (ii) CLMP is
7 liable to WESTBROOK or any other Class Members

8 2. Overview of Payment Structure. This settlement is made on a non-reversionary
9 basis. This settlement shall consist of a Maximum Settlement Amount which, in turn, is
10 comprised of: (1) the attorneys' fees of Class Counsel; (2) the litigation costs and expenses of
11 Class Counsel; (3) the Service Award to the Class Representative; (4) the payment to the LWDA
12 of \$11,250; (5) all costs of administration, including, without limitation, settlement
13 administration fees and expenses; and (6) the Individual Settlement Payments paid to
14 Participating Class Members.

15 3. Maximum Settlement Amount. CLMP shall pay \$42,500 to fund settlement of
16 this action. The payments by CLMP pursuant to this Settlement Agreement shall settle all claims
17 released herein. The settlement payment is not being made for any other purpose and will not be
18 construed as compensation for determining eligibility for any health and welfare benefits or
19 unemployment compensation. CLMP shall be responsible for paying any appropriate and
20 lawfully required employer payroll taxes in addition to the Maximum Settlement Amount.

21 4. Funding and Disbursement of the Maximum Settlement Amount. The Maximum
22 Settlement Amount, plus all employer taxes due under on wage payments to be made under this
23 Settlement Agreement, with the Settlement Administrator no later than thirty (30) calendar days
24 after the Effective Date. The Settlement Administrator shall disburse the Maximum Settlement
25 Amount to the recipients designated herein no later than 15 calendar days after CLMP's payment
26 above. From the Maximum Settlement Amount the Settlement Administrator shall pay: (1) the
27 Service Award; (2) the Settlement Administration Costs; (3) the PAGA award payable to the
28 LWDA or \$1,875.00; (4) Class Counsel's awarded attorney fees; (5) all of Class Counsel's

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1 awarded costs; and (6) the remainder of the Maximum Settlement Amount will be distributed to
2 Participating Class Members as the Net Settlement Amount.

3 5. Service Award. In exchange for a general release, and in recognition of her
4 efforts and work in prosecuting the Action on behalf of all Class Members, CLMP agrees not to
5 oppose or object to any application or motion for a Service Award to the Class Representative in
6 an amount equal to or less than \$5,000.00 which shall be payable from the Maximum Settlement
7 Amount and shall be in addition to payment of the Individual Settlement Payment payable to her,
8 and is further consideration for settling this matter and in exchange for the release of all claims
9 by Participating Class Members. The Settlement Administrator shall issue an IRS Form 1099 for
10 the Service Award. The Class Representative shall be solely and legally responsible to pay any
11 and all applicable taxes on the payment made pursuant to this paragraph. Any reduction in the
12 amount of the Service Award by the Court shall remain in the Net Settlement Amount to be
13 distributed to Participating Class Members.

14 6. Settlement Administration Costs. The Settlement Administrator shall be paid for
15 the costs of administration of the settlement and distribution of all payments from the Maximum
16 Settlement Amount. Subject to Court approval, the Parties have agreed that ILYM will serve as
17 Settlement Administrator. Settlement Administration Costs are expected to total no more than
18 \$5,000. These costs, which shall be paid from the Maximum Settlement Amount, shall be used to
19 administer the settlement, including, inter alia, preparing the required tax reporting on the
20 Individual Settlement Payments, issuing 1099 and W-2 IRS Forms, distributing the Notice of
21 Settlement, calculating Individual Settlement Payments, processing exclusion requests, resolving
22 disputes with Class Members, distributing the Net Settlement Amount as directed by the Court
23 and as set forth herein, and providing necessary reports and declarations. No fewer than ten (10)
24 calendar days prior to the Final Approval hearing, the Settlement Administrator shall provide the
25 Court and all counsel for the Parties with a statement detailing the Settlement Administration
26 Costs. The Parties agree to cooperate in the settlement administration process and to make all
27 reasonable efforts to control and minimize the costs and expenses incurred in the administration
28 of the settlement. An IRS Form 1099 shall be issued to the Settlement Administrator.

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1 7. PAGA Payment. The Parties agree that \$2,500.00 shall be allocated to settle the
2 claims pursuant to the PAGA. Of this amount, seventy-five percent (75%) or \$1,875.00 shall be
3 made payable to the LWDA and twenty-five percent (25%) or \$625.00 shall be distributed to
4 Participating Class Members as part of the Net Settlement Amount. The Settlement
5 Administrator will calculate the Individual PAGA Payment for the Aggrieved Employees by
6 (dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total
7 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
8 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.
9 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
10 Individual PAGA Payment. Aggrieved Employees will not be given the opportunity to request
11 exclusion from the PAGA Payment.

12 8. Payment of Class Counsel's Attorneys' Fees and Litigation Costs and Expenses.
13 CLMP agrees not to object to, undermine or oppose any application or motion by Class Counsel
14 for an award of attorneys' fees not to exceed \$14,166.66 or one third (33.3333%) of the
15 Maximum Settlement Amount, and reasonable litigation-related costs and expenses not to exceed
16 \$5,000.00 which is subject to review and final approval by the Court. If approved, the Court's
17 award of attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel
18 shall be paid from the Maximum Settlement Amount. Any portion of the amounts sought by
19 Class Counsel not awarded by the Court shall revert back to the Net Settlement Amount for
20 distribution to Participating Class Members, and will not revert to CLMP under any
21 circumstance. Class Counsel shall be solely and legally responsible to pay all applicable taxes on
22 the payments made pursuant to this paragraph. IRS Form 1099 shall be provided to Class
23 Counsel for the payments made pursuant to this paragraph.

24 9. Net Settlement Amount. The Net Settlement Amount shall be available for
25 distribution to Participating Class Members in accordance with the notice procedure and formula
26 set forth in this Settlement Agreement.

27 10. Notice Procedure. The Settlement Administrator shall be responsible for the
28 following notice procedure:

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1 a. Delivery of the Class List. Within fifteen (15) calendar days from the
2 Court's Order preliminarily approving the settlement, CLMP shall provide the Class List to the
3 Settlement Administrator. The Class List shall contain (to the extent available in CLMP's
4 business records) Class Members' last known addresses, telephone numbers, social security
5 numbers, membership in the Temperature Check Sub-Class, and dates of employment as non-
6 exempt, hourly-paid employees of CLMP during the Class Period. The Class List information
7 shall remain confidential and shall not be disclosed to anyone, including Class Counsel, except to
8 carry out reasonable efforts described below, or pursuant to express written authorization by
9 CLMP. The Settlement Administrator shall use due care with respect to the storage, custody, use,
10 and/or dissemination of the confidential information. The Settlement Administrator will perform
11 address updates and verifications as necessary prior to the first mailing.

12 b. Notice. A notice of pendency of class action, proposed settlement and
13 hearing date for Court approval (previously defined as Notice of Settlement), substantially in the
14 form attached hereto as Exhibit 1 and as approved by the Court, shall be sent by the Settlement
15 Administrator to the Class Members (in English and Spanish), by first class mail, within thirty
16 (30) calendar days after entry of the order granting Preliminary Approval. The Notice of
17 Settlement and Request for Exclusion Form shall be sent via regular First Class U.S. Mail, using
18 the most updated mailing addresses. Each Class Member will be fully advised of the settlement,
19 the ability to object to the settlement, in writing and/or in person, and the ability to submit a
20 Request for Exclusion Form. The Notice of Settlement will further inform Class Members of the
21 Court-established deadlines for filing objections and a Request for Exclusion Form. The Notice
22 of Settlement will also include the calculation of Workweeks during the applicable Class Period
23 and calculation of the Class Member's estimated payment (which will be based upon the
24 assumption that the requests for attorney's fees and costs and the Service Award are awarded in
25 full).

26 c. Procedure for Lost and Undeliverable Notices. Any Notice of Settlement
27 returned to the Settlement Administrator as non-delivered on or before the Notice Deadline shall
28 be sent to the forwarding address affixed thereto, if a forwarding address is provided. If no

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forwarding address is provided, the Settlement Administrator shall promptly, but no later than fifteen (15) days of receiving notice that the Notice of Settlement was undeliverable, attempt to determine a correct address using a skip-trace, or other search using the name, address and/or social security number of the Class Member involved, and shall re-mail the Notice of Settlement. If after performing a skip-trace search, the Notice of Settlement is still returned to the Settlement Administrator as non-deliverable, that individual will be deemed a Participating Class Member for purposes of the Released Claims (as defined below), and the Settlement Administrator will have no further obligation to obtain the Class Member's current address. The Notice Deadline for any Class Member who is re-mailed a Notice of Settlement shall be extended twenty-one (21) calendar days from the date of the re-mailing or the original sixty (60) calendar day deadline, whichever is later.

11. Request for Exclusion Procedure. The Notice of Settlement and Request for Exclusion Form, to be approved by Court, shall provide Class Members with instructions on how to exclude themselves or "opt out" if they do not wish to participate in this settlement.

a. Class Members who wish to opt out of this settlement must mail a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator no later than sixty (60) calendar days after the initial mailing of the Class Notice to Class Members, unless extended pursuant to a re-mailing, or unless the Court requires a longer period, in which case the Court ordered exclusion period will apply. To be valid, a Request for Exclusion must include the Class Member's name, signature, the last four digits of their Social Security Number, and indicate that they intend to be excluded from the settlement. The date of the postmark shall be deemed the date of submission, and the timeliness of submitted Request for Exclusion will be determined by valid postmark. If the 60th day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the next day on which the U.S. Postal Service is open.

b. Within ten (10) calendar days after receipt by the Service Administrator of each timely-submitted Request for Exclusion, the Service Administrator will send a deficiency notice to the Class Members for any irregularities in any Request for Exclusion (such as failure

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1 to sign or include last four (4) digits of the Class Member's social security number). The
2 deficiency notice will provide the Class Members no more than (10) calendar days from the
3 mailing of the deficiency notice to postmark a written response to cure all deficiencies. The
4 failure of a Class Member to cure all deficiencies in a timely manner shall invalidate a Request
5 for Exclusion and will not be subject to cure.

6 c. A Class Member who does not properly and timely submit a Request for
7 Exclusion of the Settlement Agreement in the manner and by the deadline specified above will
8 automatically become a Participating Class Member and will be bound by all terms and
9 conditions of the Settlement Agreement, including its release of claims, if the Settlement
10 Agreement is approved by the Court, and be bound by the Final Approval Order, regardless of
11 whether he or she has objected to the Settlement Agreement. In consideration for settlement and
12 release of all claims of the Participating Class Members against CLMP, each Participating Class
13 Member will receive a share of the Net Settlement Amount.

14 d. A Class Member who properly and timely submits a Request for
15 Exclusion of the Settlement Agreement will not become a Participating Class Member, will not
16 be bound by the Settlement Agreement, and will not have a right to appear at the Final Approval
17 hearing to have any objections to the settlement heard by the Court.

18 e. To the extent any Class Member submits a Request for Exclusion, that
19 Class Member's unclaimed portion shall be reallocated to the Net Settlement Amount. Increases
20 to Participating Class Member payments shall be allocated on a proportional basis based on the
21 size of each Participating Class Member's Workweeks.

22 f. Counsel for the Parties shall not discourage any Class Member from
23 participating in, objecting to or opting out of the settlement.

24 g. If more than seven percent (7%) of Class Members timely and properly
25 submit a Request for Exclusion, then CLMP shall have the right, in its sole discretion, to void
26 and revoke the Settlement Agreement and its stipulation to class certification. All signatories and
27 their counsel must not encourage opt-outs. The Parties specifically agree not to solicit opt-outs,
28 directly or indirectly, through any means. Objective statements to Class Members who call Class

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Counsel with inquiries regarding the settlement, or the exercise of Class Counsel's ethical obligations, shall not be deemed a violation of the prohibitions contained herein. In the event of such a rescission, no party may use the fact that the Parties agreed to settle this case as evidence of CLMP's liability in this Action or the lack thereof. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 73 Class Members and 511 Total Workweeks and (2) of the 73 class members there were 23 Aggrieved Employees who worked 270 Total Pay Periods during the PAGA Period. If the class size and/or workweek count increases by more than 7%, Defendant shall increase the Gross Settlement Amount by the percentage of increase, and Defendant shall bear the increased cost of the Settlement Administration.

h. The Settlement Administrator will notify the Parties of the total number of valid Requests for Exclusion forms within ten (10) calendar days after the deadline for receipt of the Request for Exclusion Forms. CLMP shall have five (5) business days to notify Class Counsel in writing of CLMP's intent to revoke the Settlement Agreement, including conditional class certification. CLMP's failure to provide timely notice will result in waiver of this right.

12. Objection Procedure. Class Members who wish to object to this settlement should notify the Settlement Administrator in writing that they object to the settlement. Any objection sent to the Settlement Administrator must be postmarked no later than the Notice Deadline, unless the Court requires a longer period, in which the Court ordered objection period will apply. If the deadline date falls on a Sunday or federal holiday, the time to object will be extended to the next day on which the U.S. Postal Service is open. Class Members shall be permitted to rescind their objections in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day before the Court's Final Approval hearing or as otherwise ordered by the Court. The postmark date shall be deemed the exclusive means for determining that the notice of objection is timely. Whether or not they timely submit a written objection, Class Members may appear at the Final Approval hearing to have their objections heard by the Court.

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1 13. Disputed Information on Notice of Settlement. Each Class Member shall have an
2 opportunity to dispute the employment dates and number of Workweeks attributed to him or her
3 as identified in the Class Notice. To the extent a Class Member disputes the employment dates
4 or number of Workweeks identified and listed in the Class Notice, the Class Member may
5 produce evidence to the Settlement Administrator showing that such information is inaccurate by
6 no later than the Notice Deadline. Absent evidence rebutting CLMP's records, CLMP's records
7 will be presumed determinative. Defense Counsel and Class Counsel shall jointly determine the
8 on the number of eligible Workweeks that should apply. The Settlement Administrator shall
9 notify both Parties immediately upon receipt of a dispute.

10 14. The Settlement Terms Bind All Class Members Who Do Not Submit a Timely
11 and Valid Request for Exclusion. Any Class Member who does not affirmatively opt-out of the
12 Settlement Agreement by submitting a timely and valid Request for Exclusion as set forth above
13 and consistent with the terms of this Settlement Agreement shall be bound by all of its terms,
14 including those pertaining to the Released Claims (as defined below), as well as any Final
15 Approval that may be entered by the Court when it grants Final Approval of the settlement.

16 15. Certification Reports Regarding Requests for Exclusion, Disputes, and
17 Undeliverable Notices. The Settlement Administrator shall provide Defendant's Counsel and
18 Class Counsel a weekly report which certifies: (a) the number of Class Members who have
19 submitted a valid or defective Request for Exclusion; (b) whether any Class Member has
20 submitted a challenge to any information contained in their Notice of Settlement; and (c) the
21 number of returned, undeliverable and/or re-mailed Notices of Settlement. Additionally, the
22 Settlement Administrator shall provide to Defendant's Counsel and Class Counsel any updated
23 reports regarding the administration of the Settlement Agreement as needed or requested.

24 16. Individual Settlement Payment Calculations. The Settlement Administrator shall
25 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the
26 terms of this Settlement Agreement. Should any question arise regarding the determination of
27 eligibility for participation in the settlement or the amount of any Individual Settlement Payment
28 under the terms of this Settlement Agreement, Class Counsel and Defendant's Counsel will meet

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1 and confer and attempt to reach agreement. Any unresolved disputes concerning the
2 administration of the Settlement Agreement will be resolved by the Court, under the laws of the
3 State of California.

4 a. *Class Settlement Payment.* Each Participating Class Member shall be
5 entitled to a “Class Settlement Payment.” The Class Settlement Payments shall be calculated
6 and apportioned from eighty percent (80%) of Net Settlement Amount based on the number of
7 qualifying Workweeks in a non-exempt, hourly paid position with CLMP worked by a
8 Participating Class Member during the Class Period;

9 i. The Settlement Administrator will determine the total number of
10 qualifying Workweeks for each Participating Class Member which will be finalized after
11 approval by CLMP;

12 ii. To compute the Class Settlement Payment to be paid to each
13 Participating Class Member (i.e. those not properly excluded from the Settlement), eighty
14 percent (80%) of the Net Settlement Amount will be multiplied by a fraction, the numerator of
15 which is the Workweeks of each respective Participating Class Member and the denominator of
16 which is the aggregated Workweeks of all Participating Class Members;

17 b. *Temperature Check Settlement Payment.* Each Temperature Check Sub-
18 Class Member who does exclude themselves from the settlement (a “Participating Temperature
19 Check Sub-Class Member”) shall be entitled to a “Temperature Check Settlement Payment.”
20 The Temperature Check Settlement Payments shall be calculated and apportioned from twenty
21 percent (20%) of Net Settlement Amount based on the number of qualifying Workweeks in a
22 non-exempt, hourly paid position with CLMP worked by a Participating Temperature Check
23 Sub-Class Member during the Class Period;

24 i. The Settlement Administrator will determine the total number of
25 qualifying Workweeks for each Participating Temperature Check Sub-Class Member which will
26 be finalized after approval by CLMP;

27 ii. To compute the Temperature Check Settlement Payment to be paid
28 to each Participating Temperature Check Sub-Class Member (i.e. those not properly excluded

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from the Settlement), twenty percent (20%) of the Net Settlement Amount will be multiplied by a fraction, the numerator of which is the Workweeks of each respective Participating OT Sub-Class Member and the denominator of which is the aggregated Workweeks of all Participating OT Sub-Class Members;

c. *Individual Settlement Payment.* The Individual Settlement Payment for each Participating Class Member shall be the combination of that Participating Class Member's (1) Class Settlement Payment plus, (2) if the Participating Class Member is also a Participating Temperature Check Sub-Class Member, his or her Temperature Check Settlement Payment. If the Participating Class Member is not also a Participating Temperature Check Sub-Class Member, then the Participating Class Member's Individual Settlement Payment is equal to his or her Class Settlement Payment.

17. Allocation and Tax Treatment of Individual Settlement Payments. Individual Settlement Payments shall be allocated as follows: 33.33% of each Individual Settlement Payment shall be taxable as wages, for which an IRS Form W-2 shall be issued and withholdings shall be made; 33.33% shall be taxable as statutory damages and interest, for which an IRS Form 1099 shall be issued and no withholdings will be made; and 33.33% shall be taxable as penalties, for which an IRS Form 1099 shall be issued and no withholdings shall be made. All settlement payments to Participating Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

18. Payment of Individual Settlement Amounts. The Settlement Administrator shall have the authority and obligation to make all payments, credits and disbursements, calculated in accordance with the methodology set forth in this Settlement Agreement and orders of the Court. The Settlement Administrator's duties will include reporting payment of the Individual Settlement Payments to all required taxing and other authorities, taking appropriate withholding from the Individual Settlement Payments, and issuing IRS Forms W-2 and 1099. No person shall have any claim against CLMP, Defendant's Counsel, WESTBROOK, Class Counsel, the Settlement Administrator, or any Participating Class Member based on distributions and payments made in accordance with this Settlement Agreement.

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1 19. Non-Negotiated Settlement Checks. Participating Class Members must cash each
2 of their Individual Settlement Payment checks within one hundred eighty (180) calendar days
3 after they are mailed by the Settlement Administrator. The Parties agree that any uncashed
4 checks or unclaimed funds will be sent to the California Controller's Unclaimed Property Fund in
5 the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
6 California Code of Civil Procedure Section 384, subd. (b).

7 20. Settlement Administrator's Final Report(s). Not less than ten (10) calendar days
8 after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and
9 Class Counsel a report showing: (i) the names of Participating Class Members; (ii) the Individual
10 Settlement Payments owed to each Participating Class Member; and (iii) the final number of
11 Class Members who have submitted objections and/or valid Requests for Exclusion requests
12 from the settlement. Upon completion of administration of the settlement, the Settlement
13 Administrator shall provide written certification of such completion to counsel for all Parties and
14 the Court, if requested by the Parties.

15 21. Release of Claims. Upon the Effective Date of this Settlement Agreement and
16 except as to such rights or claims as may be created by this Settlement Agreement, each and
17 every Participating Class Member, on behalf of themselves and their heirs and assigns, hereby
18 releases CLMP, its past, present, and/or future owners, officers, directors, managing agents,
19 trustees, payroll processors, independent contractors, members, managers, shareholders,
20 employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents,
21 CLMP's past, present, and/or future parent, subsidiary, or affiliated entities, including DBAs,
22 franchisors, and each of their owners, officers, directors, managing agents, trustees, payroll
23 processors, independent contractors, members, managers, employees, attorneys, insurers,
24 assigns, shareholders, successors, predecessors and agents, and Adame Landscape, Inc. and its
25 past, present, and/or future owners, officers, directors, managing agents, trustees, payroll
26 processors, independent contractors, members, managers, shareholders, employees, attorneys,
27 insurers, assigns, shareholders, successors, predecessors and agents, (collectively the "Released
28 Parties") from the following rights or claims:

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1 a. The “Released Class Claims include any and all claims, damages or causes
2 of action alleged in, or arising out of, the allegations in the Second Amended Complaint, filed in
3 this Action, which were alleged or that could have been alleged by WESTBROOK and/or any
4 Participating Class Member in the Second Amended Complaint and/or the PAGA Notice based
5 on any of the factual allegations contained in such complaints and/or the PAGA Notice,
6 including, but not limited to, claims under state or local law, including, but not limited to claims
7 for unpaid wages, and claims for the failure to pay minimum wages, claims for the failure to pay
8 overtime wages, claims related to missed meal breaks or periods and nonpayment of premium
9 pay for such, failure to comply with itemized employee wage statement provisions, failure to pay
10 wages due at separation, the payment of any penalties, all claims arising under the California
11 Labor Code (including, but not limited to, sections 201, 202, 203, 226a, 226.7, 510, 512, 1194
12 and 1199,), the Wage Orders of the California Industrial Welfare Commission, California
13 Business and Profession Code 17200, *et seq.*, and California common law of contract, interest
14 and claims for attorney’s fees relating in any way to those claims alleged and mentioned in the
15 complaint(s) which occurred during the Class Period while a Participating Class Member was
16 employed by CLMP or which arose out of a Participating Class Member’s employment during
17 the Class Period.;

18 b. The Released PAGA claims include: all claims for PAGA penalties that were
19 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
20 Operative Complaint, the PAGA Notice and ascertained in the course of the Action including,
21 violations of Labor Code sections 201, 202, 203, 226a, 226.7, 510, 512, 1194, and 1199.

22 22. General Release by Class Representative Only. Upon the Effective Date of this
23 Settlement Agreement, the Class Representative shall release the Released Claims against the
24 Released Parties, and shall make the additional following General Release in favor of the
25 Released Parties:

26 a. The Class Representative individually hereby unconditionally waives and
27 forever releases, waives, discharges, any and all demands, damages, debts, liabilities, contracts,
28 obligations, actions, causes of action and claims of every kind, nature, and description

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1 whatsoever, whether now known or unknown, suspected or unsuspected, including in equity or
2 otherwise, which she ever had or now has against the Released Parties arising or accruing at any
3 time prior to the Effective Date, including without limitation without limitation any matter, cause
4 or claim arising out of or related to facts or events occurring prior to the execution of this
5 Settlement Agreement, and/or related to WESTBROOK's employment with CLMP and his
6 separation therefrom. At a minimum, the claims released by the Class Representative include but
7 are not limited to: (a) any claims that were or could have been brought under California Labor
8 Code sections 132a, 201, 202, 203, 204, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 432.5,
9 510, 512, 558, 1050, 1054, 1194, 1194.2, 1197, 1198, 2698 et seq., 2800, et seq., the applicable
10 Industrial Welfare Commission Wage Orders, and all related or corresponding federal laws, and
11 all implementing regulations and interpreting guidance; (b) any claims that were or could have
12 been brought under California Corporations Code, and California Business and Professions
13 Code, including but not limited to California Business and Professions Code section 17200 et
14 seq. as unlawful, fraudulent or misleading based on the claims, facts and allegations alleged in
15 the Action (including, but not limited to, claims of conduct unlawful under state or federal law);
16 (c) any other causes of action, including those seeking premiums, penalties, interest, punitive
17 damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such
18 causes of action are in tort, contract, equity, statute, or common law; (d) any claims under the
19 Fair Employment and Housing Act, Americans with Disabilities Act, Age Discrimination in
20 Employment Act, and Title VII of the Civil Rights Act of 1964, and (e) any other claims the
21 Class Representative could have made related to her employment with CLMP. The Class
22 Representative may hereafter discover facts in addition to or different from those which she now
23 knows or believes to be true, but stipulates and agrees that, upon the Effective Date, she fully,
24 finally, and forever settles and releases any and all claims, known or unknown, suspected or
25 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist,
26 or heretofore have existed, upon any theory of law or equity and without regard to the
27 subsequent discovery or existence of such different or additional facts. WESTBROOK is
28 deemed, by operation of the Order granting Final Approval, to have agreed not to sue or

1 otherwise make a claim against any of the Released Parties for any claim.

2 b. The Class Representative acknowledges that she has had the opportunity
3 to review, and has reviewed, California Civil Code section 1542, which provides:

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

10 Being fully informed of this provision of the Civil Code and understanding its provisions,
11 the Class Representative agrees to waive any rights under that section, and acknowledges that
12 this Settlement Agreement and the release contained herein extends to all claims that she has or
13 might have against the Released Parties, including those which are presently unknown to her or
14 that she does not know or suspect to exist, which, if known by WESTBROOK, might have
15 affected her settlement with, and release of, the Released Parties or might have affected her
16 decision.

17 23. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines
18 to postmark a Request for Exclusion or objection to the Settlement Agreement, and with the
19 Court's permission, a Final Approval hearing shall be conducted to finally determine the fairness
20 of the settlement, along with the amounts properly payable for (a) Individual Settlement
21 Payments; (b) The Class Representative's Service Award; (c) Class Counsel's attorneys' fees
22 and litigation costs and expenses; (d) Settlement Administration Costs; and (e) the PAGA
23 payment. Class Counsel will be responsible for drafting the attorneys' fees and costs
24 application/motion to be heard at the Final Approval hearing, which such application/motion
25 may be part of the Class Representative's motion for final approval.

26 24. Judgment and Continued Jurisdiction. Upon Final Approval of the settlement by
27 the Court or at the time of or subsequent to the Final Approval hearing, the Parties shall present a
28 Final Approval to the Court for approval and entry. After entry of the Final Approval, the Court
shall have continuing jurisdiction under Code of Civil Procedure section 664.6 solely for
purposes of addressing: (a) the interpretation and enforcement of the terms of the settlement, (b)

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1 Settlement Administration matters, (c) failure to timely pay all amounts owed by Defendant,
2 and (d) such post- Final Approval matters as may be appropriate under court rules or as set forth
3 in this Settlement Agreement.

4 25. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use
5 their best efforts to carry out the terms of this Settlement Agreement. At no time shall any of the
6 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either a
7 Request for Exclusion or written objections to the Settlement Agreement or to appeal from the
8 Court's Final Approval.

9 26. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of
10 this matter, except as to proceedings necessary to implement and obtain an order granting Final
11 Approval of the terms of the settlement.

12 27. Nullification of Settlement Agreement. In the event: (i) CLMP timely and
13 properly revokes this Settlement Agreement as set forth in Section V. Paragraph 11.(g) herein;
14 (ii) the Court does not finally approve the Settlement Agreement as provided herein; (iii) the
15 Court does not enter Final Approval as provided herein, which becomes final as a result of the
16 occurrence of the Effective Date; or (iv) the Settlement Agreement does not become final for any
17 other reason, this Settlement Agreement shall be null and void and any order or judgment entered
18 by the Court in furtherance of this Settlement Agreement shall be treated as void from the
19 beginning. In such a case, the Parties shall be returned to their respective statuses as of the date
20 and time immediately prior to the execution of this Settlement Agreement and the Parties shall
21 proceed in all respects as if this Settlement Agreement had not been executed (and the terms and
22 existence of the Settlement Agreement will be confidential). In the event an appeal is filed from
23 the Court's Final Approval, or any other appellate review is sought prior to the Effective Date,
24 administration of the Settlement Agreement shall be stayed pending final resolution of the appeal
25 or other appellate review (unless otherwise agreed to by the Parties).

26 28. No Admission. Nothing contained herein, nor the consummation of this
27 Settlement Agreement, is to be construed or deemed an admission of liability, culpability,
28 negligence, or wrongdoing on the part of CLMP or any of the other Released Parties. CLMP

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specifically denies any and all liability. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

29. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this Settlement Agreement.

30. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by U.S. registered or certified mail, return receipt requested, addressed as follows:

<u>To Class Counsel:</u>	<u>To Defendant's Counsel:</u>
Eric B. Kingsley Liane Katzenstein Ly KINGSLEY & KINGSLEY, APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 eric@kingsleykingsley.com liane@kingsleykingsley.com	Jennifer S. Branch (SBN: 191418) jbranch@lbbklaw.com Ryan Blackstone-Gardner (SBN 208816) rbg@lbbklaw.com LAGASSE BRANCH BELL + KINKEAD LLP 4365 Executive Drive, Suite 950 San Diego, California 92121 Telephone: (858) 345-5080 Facsimile: (858) 345-5025

31. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Participating Class Members are not relying on any statement or representation by the Parties in this regard. Participating Class Members understand and agree that Participating Class Members will be solely responsible for the

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1 payment of any taxes and penalties assessed on the payments described herein.

2 32. Headings. The descriptive headings of any paragraphs or sections of this
3 Settlement Agreement are inserted for convenience of reference only and do not constitute a part
4 of this Settlement Agreement, and in no way, define, limit, extend, or describe the scope of this
5 Settlement Agreement or any provision herein.

6 33. Amendment or Modification. Unless otherwise provided herein, this Settlement
7 Agreement may be amended or modified only by a written instrument signed by counsel for all
8 Parties or their successors-in-interest, and approved by the Court.

9 34. Entire Agreement. This Settlement Agreement, any supplemental written
10 agreement subsequently incorporated, and any attached exhibits constitute the entire Settlement
11 Agreement among these Parties, and no oral or written representations, warranties or
12 inducements have been made to any Party concerning this Settlement Agreement or its exhibits
13 other than the representations, warranties and covenants contained and memorialized in such
14 documents.

15 35. Authorization to Enter into Settlement Agreement. The signatories hereto
16 represent that they are fully authorized to enter into this Settlement Agreement and bind the
17 Parties hereto to the terms and conditions hereof.

18 36. Mutual Full Cooperation. The Parties and their counsel will cooperate with each
19 other and use their best efforts to affect the implementation of the Settlement Agreement,
20 including but not limited to, execution of such documents and to take such other action as may
21 be reasonably be necessary to implement the terms of this Settlement Agreement. As soon as
22 practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance
23 of CLMP and Defendant's counsel, take all necessary steps to secure the Court's Preliminary
24 Approval and Final Approval of this Settlement Agreement. In the event the Parties are unable
25 to reach agreement on the form or content of any document needed to implement the Settlement
26 Agreement, or on any supplemental provisions that may become necessary to effectuate the
27 terms of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve
28 such disagreement.

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1 37. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
2 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity any portion of liability, claim, demand, action,
4 cause of action, or rights herein released and discharged except as set forth herein.

5 38. Binding on Successors and Assigns. This Settlement Agreement shall be binding
6 upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors,
7 administrators and successors.

8 39. Participating Class Member Signatories. It is agreed that because the
9 Participating Class Members are so numerous, it is impossible or impractical to have each
10 Participating Class Member execute this Settlement Agreement. The Notice of Settlement will
11 advise all Class Members of the binding nature of the release and, upon Final Approval, such
12 shall have the same force and effect as if this Settlement Agreement were executed by each
13 Participating Class Member. Notice of Entry of Judgment shall be served by the Class
14 Representative on CLMP.

15 40. California Law Governs. All terms of this Settlement Agreement shall be
16 governed by and interpreted according to the laws of the State of California, without giving
17 effect to any conflict of law principles or choice of law principles.

18 41. Counterparts. This Settlement Agreement may be executed in one or more
19 counterparts. All executed counterparts and each of them shall be deemed to be one and the
20 same instrument provided that counsel for the Parties to this Settlement Agreement shall
21 exchange among themselves original signed counterparts.

22 ///

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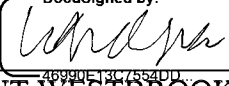
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42. Confidentiality Preceding Preliminary Approval. The Class Representative and Class Counsel agree that the terms of this settlement (including, but not limited to, the Maximum Settlement Amount), the negotiations leading to this settlement, and all documents related to the settlement shall not be discussed with, publicized or promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement. Notwithstanding the foregoing, the Class Representative and Class Counsel may represent to the public in general only that “certain claims have been resolved by the parties.” The Class Representative and Class Counsel will not publish or publicize the terms of this Settlement Agreement and will not issue any press releases except that the Class Representative and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement Agreement and may communicate with Class Members regarding the settlement, its terms, its history (apart from settlement communications).

Dated: March 29, 2023

PLAINTIFF

By:

DocuSigned by:

46990E13C7554D...
GRANT WESTBROOK

Dated:

DEFENDANT

By:

C.L.M.P., LTD.

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San Diego, CA 92121

1 42. Confidentiality Preceding Preliminary Approval. The Class Representative and
2 Class Counsel agree that the terms of this settlement (including, but not limited to, the Maximum
3 Settlement Amount), the negotiations leading to this settlement, and all documents related to the
4 settlement shall not be discussed with, publicized or promoted to the public, except as necessary
5 to effectuate and/or enforce the terms of this Settlement Agreement. Notwithstanding the
6 foregoing, the Class Representative and Class Counsel may represent to the public in general
7 only that "certain claims have been resolved by the parties." The Class Representative and Class
8 Counsel will not publish or publicize the terms of this Settlement Agreement and will not issue
9 any press releases except that the Class Representative and Class Counsel may disclose in legal
10 proceedings a summary of the terms of the Settlement Agreement and may communicate with
11 Class Members regarding the settlement, its terms, its history (apart from settlement
12 communications).

13
14 Dated:

PLAINTIFF

15 By: _____

GRANT WESTBROOK

16
17
18 Dated:

DEFENDANT

19 3/29/23
20 By: _____

C.L.M.P., LTD.

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San Diego, CA 92121

Dated: March 29, 2023

Kingsley & Kingsley, APC

By: 

Eric B. Kingsley
Liane Katzenstein Ly
Attorneys for Plaintiff
GRANT WESTBROOK

Dated: March 29, 2023

Lagasse Branch Bell + Kinkead LLP

By: 

Jennifer S. Branch
Ryan Blackstone-Gardner
Attorneys for Defendant
C.L.M.P., LTD.

EXHIBIT “B”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Grant Westbrook, an individual, on behalf of himself and others similarly situated Plaintiff, v. C.L.M.P., LTD.; and DOES 1 thru 50, inclusive, Defendants, Case No. 37-2021-00019187-CU-OE-CTL

***The Superior Court for San Diego County authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against C.L.M.P., LTD. (“Defendant” or “C.L.M.P.” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former C.L.M.P. employee Grant Westbrook (“Plaintiff”) and seeks payment of back wages and other relief for all non-exempt, hourly-paid California employees employed by C.L.M.P. and who were assigned to work at Adame Landscape, Inc., during the Class Period (April 29, 2017 to June 7, 2022) (“Class” or “Class Members”). Plaintiff also seeks back wages and other relief for a Sub-Class group defined as all Class Members who were subjected to a temperature prior to entering the Adame Landscape, Inc., facility, beginning on March 19, 2020. (“Temperate Check Sub-Class Members”).

In addition, Plaintiff seeks penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt, hourly-paid California employees employed by C.L.M.P. and who were assigned to work at Adame Landscape, Inc., during the PAGA Period (April 29, 2020 to June 7, 2022) (“Aggrieved Employees” or “PAGA Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either class or PAGA period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and

Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will

but not the PAGA Settlement Written Objections Must be Submitted by [date]	include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the September 29, 2023 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on September 29, 2023. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former C.L.M.P. employee. The Action accuses Defendant of violating California labor laws by failing to pay wages and/or overtime under Labor Code sections 510, 1194, and 1199; provide meal breaks pursuant to Labor Code section 512 and 226.7; failing to provide accurate itemized wage statements pursuant to Labor Code section 226(a); waiting time penalties pursuant to Labor Code section 203; and violation of Business & Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act, codified at Labor Code §§ 2698, *et seq.* ("PAGA"). Plaintiff is represented by attorneys in the Action: Kingsley & Kingsley, APC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff

and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay \$42,500.00 as the Maximum Settlement Amount. Defendant has agreed to deposit the Maximum Settlement Amount into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Maximum Settlement Amount to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Settlement Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Maximum Settlement Amount not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Maximum Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$14,166.66 (33-1/3% of the Maximum Settlement Amount] to Class Counsel for attorneys' fees and up to \$5,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Service Award for filing the Action, working with Class Counsel and representing the Class. A Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Settlement Payment and any Individual PAGA Payment.
 - C. Up to \$5,000.00 to the Settlement Administrator for services administering the Settlement.
 - D. Up to \$2,500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Maximum Settlement Amount (the “Net Settlement”) by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33.33% of each Individual Settlement Payment to taxable wages (“Wage Portion”) and 66.66% to interest and penalties. (“Non-Wage Portion.”) The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Maximum Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Parties that are to be Released are defined as:

CLMP, its past, present, and/or future owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, shareholders, employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents, CLMP's past, present, and/or future parent, subsidiary, or affiliated entities, including DBAs, franchisors, and each of their owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents, and Adame Landscape, Inc. and its past, present, and/or future owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, shareholders, employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents, (collectively the "Released Parties")

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, Settlement Administrators, successors, and assigns, release Released Parties from (i) any and all claims, damages or causes of action alleged in, or arising out of, the allegations in the Second Amended Complaint, filed in this Action, which were alleged or that could have been alleged by WESTBROOK and/or any Participating Class Member in the Second Amended Complaint and/or the PAGA Notice based on any of the

factual allegations contained in such complaint and/or the PAGA Notice, including, but not limited to, claims under state or local law, including, but not limited to claims for unpaid wages, and claims for the failure to pay minimum wages, claims for the failure to pay overtime wages, claims related to missed meal breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation, the payment of any penalties, all claims arising under the California Labor Code (including, but not limited to, sections 201, 202, 203, 226a, 226.7, 510, 512, 1194 and 1199), the Wage Orders of the California Industrial Welfare Commission, California Business and Profession Code 17200, *et seq.*, and California common law of contract, interest and claims for attorney's fees relating in any way to those claims alleged and mentioned in the complaint(s) which occurred during the Class Period while a Participating Class Member was employed by CLMP or which arose out of a Participating Class Member's employment during the Class Period. ("Released Class Claims")

10. **Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and Defendant has paid the Maximum Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice and ascertained in the course of the Action including, violations of Labor Code sections 201, 202, 203, 226a, 226.7, 510, 512, 1194, and 1199.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Settlement Payments.** The Individual Settlement Payment will be the combination of the Class Settlement Payment plus, if the Participating Class Member is also a Participating Temperature Check Sub-Class Member, his or her Temperature Check Settlement Payment. The Settlement Administrator will calculate Class Settlement Payments by (a) dividing 80% of the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Similarly, the Settlement Administrator will calculate Temperature Check Sub-Class Settlement Payments by (a) dividing 20% of the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$625.00 (or 25% of the \$2,500.00 PAGA Payment) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Grant Westbrook v. C.L.M.P., LTD., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least [insert] days before the September 29, 2023 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website [need details] or the Court's website [need details].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Settlement Administrator is [date].** Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Grant Westbrook v. C.L.M.P., LTD. and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on September 29, 2023 at 8:30 a.m. in Department C-65 of the San Diego Superior Court, located at Hall of Justice, Fourth Floor, 330 W. Broadway, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement Amount will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via [**confirm**]. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website [**URL of website**] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at [**URL of website**]. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to the Court's Register of Actions (<https://roa.sdcourt.ca.gov/roa/>) and entering the Year and Case Number for the Action as follows: Year: 2021 Case No. 00019187.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Liane Katzenstein Ly

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Kingsley & Kingsley, APC

16133 Ventura Blvd., Suite 1200

Encino, CA 91436

(818) 990-8300

Settlement Administrator:

[Name of Company]

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund [\[website\]](#) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 21, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

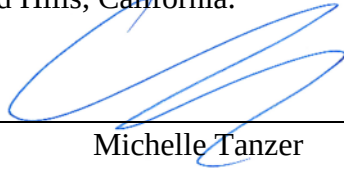
Jennifer S. Branch
Ryan Blackstone-Gardner
jbranch@lbbklaw.com
rbg@lbbklaw.com
Lagasse Branch Bell + Kinhead LLP
4365 Executive Dr., Suite 950
San Diego, CA 92121

[XX] (BY ELECTRONIC SERVICE) I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION) I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 21, 2023, at Woodland Hills, California.



Michelle Tanzer