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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JUSTIN CANELIAS, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

GLOBAL SYN-TURF, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendant.

JUSTIN CANELIAS, individually, and on
behalf of aggrieved employees pursuant to
the California Private Attorney General Act;

Plaintiff,

vs.

GLOBAL SYN-TURF, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: RG21090397
[Consolidated with Case No. RG21104966]

Honorable Michael Markman
Department 23

CLASS ACTION

**DECLARATION OF HELENE MAYER IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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

Date: August 8, 2024
Time: 10:00 a.m.
Department: 23

Class Action Filed: February 23, 2021
PAGA Action Filed: June 17, 2021
Trial Date: None Set

DECLARATION OF HELENE MAYER

I, Helene Mayer, hereby declare as follows:

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

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

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

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

summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. For over a decade, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwarzian is a Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles, and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including, and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.

1 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
2 RG13680477). He has worked on over one hundred (100) class action or representative action
3 cases which have resulted in settlement, including, and not limited to those listed in paragraph 7
4 herein.

5 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
6 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
7 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
8 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
9 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
10 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
11 Court. She has taken and defended dozens of depositions and successfully handled motion practice
12 in class action cases regarding discovery (including and not limited to, regarding class contact
13 information), class certification (both contested class certification and stipulated class
14 certification), arbitration agreements, coordination, intervention. She has successfully handled
15 briefing and oral argument on appeal and obtained notable decisions regarding the Private
16 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
17 *Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied,
18 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also
19 has extensive experience with class action and/or representative action settlements. Under her and
20 Edwin Aiwarzian's supervision, the firm has handled the class certification and court approval
21 process for hundreds of class action and/or representative action matters that have successfully
22 resolved. She is a member of the California Employment Lawyers Association.

23 6. I, Helene Mayer, am a Member of Lawyers for Justice, PC. I received my Bachelor
24 of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from
25 University of San Diego School of Law in 2020. I was admitted to practice law in California in
26 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal
27 District Courts in the State of California. I have worked on wage-and-hour class action and PAGA
28 representative cases, and my work has included, *inter alia*, researching and drafting pleadings,

1 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
2 agreements, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked
3 at law firms focused primarily on family law matters, including, *inter alia*, representing clients in
4 divorce, parentage, child custody, and domestic violence restraining order proceedings,
5 researching, and drafting pleadings, negotiating and finalizing marital settlement agreements,
6 engaging in motion practice, and making court appearances.

7 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
8 **REPRESENTATIVE ACTION CASES**

9 7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC
10 (“LFJ”) has achieved on behalf of its clients:

11 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a major property management company involving allegations
13 of misclassification of various “manager” positions. On September 20, 2010, the court granted
14 final approval of the class action settlement. The Los Angeles County Superior Court Case
15 Number is BC400414.

16 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a national retailer of household items involving allegations of
18 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
19 granted final approval of the class action settlement. The Los Angeles County Superior Court
20 Case Number is BC413498.

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

26 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national retailer involving allegations of misclassification of
28 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class

1 certification. On August 26, 2013, the court granted final approval of the class action settlement.
2 The Los Angeles County Superior Court Case Number is BC424012.

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

8 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a national wholesale distributor of
10 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
11 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
12 representative action settlement. The Sacramento County Superior Court Case Number is 34-
13 2012-00136285.

14 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class action against a multinational corporation that provides global workplace
16 solutions, involving allegations of misclassification of the “Operations Manager” position. On
17 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
18 County Superior Court Case Number is BC478769.

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

24 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class and PAGA representative action involving allegations of misclassification of
26 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
27 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
28 the class and PAGA representative action settlement. The Los Angeles County Superior Court

Case Number is BC474784.

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

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

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the "Department Manager" position. On August 12, 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

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

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

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

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

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

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

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

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

6 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a food company on behalf of non-exempt employees. On June 30,
8 2017, the court granted final approval of the class and PAGA representative action settlement.
9 The Sacramento County Superior Court Case Number is 34-2015-00175871.

10 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a chocolate company on behalf of non-exempt employees. On July
12 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
13 The Alameda County Superior Court Case Number is RG15764300.

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

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

23 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
25 employees. On December 11, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC569646.

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1 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a property management company
3 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
4 approval of the class and PAGA representative action settlement. The Los Angeles County
5 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
6 Number is 4819.

7 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a global provider of flexible office
9 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
10 representative action settlement. The Los Angeles County Superior Court Case Number is
11 BC498401.

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

16 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
17 representative action against a behavioral health service provider on behalf of non-exempt
18 employees. On November 13, 2018, the court granted final approval of the class and PAGA
19 representative action settlement. The Alameda County Superior Court Case Number is
20 RG16811450.

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

26 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
28 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a

1 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
2 Council Coordination Proceeding Number is 4886.

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

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

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

19 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
20 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
21 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
22 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
23 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
24 of the PAGA representative action settlement. The San Diego County Superior Court Case
25 Number is 37-2016-00005578-CU-OE-CTL.

26 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a large national drug testing
28 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the

1 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
2 granted final approval of the class and PAGA representative action settlement. The San Diego
3 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

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

10 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class action against manufacturer and supplier of power products and services on
12 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
13 for class certification and certified a class. On August 27, 2021, the court granted final approval
14 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
15 00025968-CU-OE-CTL.

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

20 nn) LFJ represents the plaintiffs in a wage-and-hour class action against a
21 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
22 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
23 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The
24 Los Angeles County Superior Court Case Number is BC707670.

25 oo) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a plastic packaging company on
27 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
28 for class certification and certified a class. On November 8, 2021, the court granted approval of

1 the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA
2 settlement and entered an order dismissing the action. The San Bernardino County Superior Court
3 Case Number is CIVDS1507361.

4 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

5 8. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of Class
6 Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement
7 Agreement”) entered into by and between Plaintiff, on the one hand, and Defendant Global Syn-
8 Turf, Inc. (“Defendant”) (collectively, the “Parties”), on the other hand. The Parties and their
9 counsel have approved the proposed Notice of Class and Representative Action Settlement (“Class
10 Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request
11 that the Court approve it as well.

12 9. Based on information provided by Defendants as of June 2024, the Class is estimated
13 to consist of approximately two hundred and twenty (220) individuals.

14 10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this
15 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
16 the State of California, and PAGA Members guaranteed recovery as opposed to waiting additional
17 years for the same, or possibly worse, result or a defense verdict; (2) a guaranteed result that
18 compares favorably with other complex wage-and-hour class and/or representative action
19 settlements of similar type given the strengths and weaknesses of the case; and (3) significant
20 savings in attorneys’ fees and/or costs that would have only increased significantly had the case
21 progressed through certification, trial, and/or appeals.

22 11. Since the above-captioned action was commenced, Class Counsel has litigated the
23 case for over three (3) years, and was actively preparing the matter for class certification and trial,
24 prior to reaching the Settlement. The Parties have engaged in extensive settlement negotiations
25 and participated in a formal, full-day mediation conducted by Deborah Crandall Saxe, Esq., a well-
26 respected mediator experienced in mediating complex labor and employment matters. In the
27 course of litigation, mediation, and settlement discussions, the Parties exchanged extensive
28 information and engaged in discussions regarding their evaluations of the case and various aspects

of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to class certification, off-the-clock theory, meal and rest periods, representative PAGA actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about Defendant's ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting extensive investigations, formal and informal discovery, exchange of information, and settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Claims of Plaintiff and Settlement Class Members, and of the Released PAGA Claims of Plaintiff, PAGA Members, and the State of California, with respect the Released Parties.

12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing for class certification and trial. Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of documents and data obtained from Defendant, Plaintiff, and other sources. Class Counsel propounded multiple sets of formal written discovery requests onto Defendant (specifically, Requests for Production of Documents, (Set One); Special Interrogatories, (Sets One, Two, and Three); and Form Interrogatories, (Set One)) and noticed the depositions of Defendant's Person Most Knowledgeable designees along with accompanying requests for production of documents, on Defendant. The volume of information, data and documents that Class Counsel reviewed and analyzed included and was not limited to: employment records of Plaintiff and other Class Members, a detailed sampling of Class Members' time and pay data, including Timecards, Payroll

1 Records, Earning Statements, multiple iterations of Defendant's Employee Handbook and updates
2 thereto, job descriptions, internal memoranda, new hire checklists, termination checklists,
3 organizational charts, company policy acknowledgements (including, but not limited to, General
4 Handbook Acknowledgment, Acknowledgement and Receipt Of California Discrimination,
5 Harassment and Retaliation Prevention Policy, Statement of Understanding, Clock In & Clock
6 Out Policy Acknowledgement), operations and employment practices, forms (including, but not
7 limited to, Performance Appraisal Form), procedures, and procedure documents, policies
8 (including, but not limited to, Employee Purchases Policy, Forklift Safety Instructions, Meal Break
9 Policy, Rest Break Policy, Warehouse Transactions Policy), among other information and
10 documents. Class Counsel interviewed Plaintiff and conducted investigation to gather facts and
11 circumstances surrounding Plaintiff and putative class members' employment. Class Counsel also
12 attended and defended the deposition of Plaintiff on two separate dates. Counsel for the Parties
13 also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings,
14 discovery, and the production of documents and data in the course of litigation and in connection
15 with mediation and settlement negotiations. Class Counsel also drafted pleadings and the
16 mediation briefs and prepared for and attended court proceedings, mediation, and settlement
17 negotiations, among other tasks.

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

24 14. The Settlement provides for a Gross Settlement Amount of Two Hundred Fifty
25 Thousand Dollars and No cents (\$250,000.00). The Net Settlement Amount is the Gross
26 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
27 and Costs, Incentive Award, Settlement Administration Fees, and PAGA Allocation. Assuming
28 that the amounts allocated under the Settlement toward these payments are awarded by the Court,

1 the Net Settlement Amount that will be available for distribution to Settlement Class Members is
2 currently estimated to be Ninety-Two Thousand Five Hundred Dollars and No Cents (\$92,500.00).
3 Additionally, as to PAGA, 75% of the PAGA Allocation (i.e., \$18,750.00) will be distributed to
4 the Labor Workforce Development Agency (“LWDA”) and 25% of the PAGA Allocation (i.e.,
5 \$6,250.00), will be distributed to the PAGA Members. The Gross Settlement Amount will be
6 fully distributed to Settlement Class Members and PAGA Allocation will be fully distributed to
7 the LWDA and PAGA Members, in accordance with the terms of the Settlement.

8 15. The Parties have agreed to retain Phoenix Settlement Administrators, (“Phoenix” or
9 Settlement Administrator”) to handle the notice and settlement administration process. The Parties
10 respectfully request that the Court appoint Phoenix to handle these procedures and serve as the
11 Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class
12 Members that Defendant will compile from its records, which will include each Class Member’s
13 (i) full name; (ii) last-known mailing address; (iii) telephone number (iv) email addresses; (v)
14 Social Security Number, (vi) date of hiring, and date of termination of employment, if any; (vii)
15 number of Workweeks (as defined below) during the Class Period and, as applicable, during the
16 PAGA Period; and (viii) such other information required for the Settlement Administrator to
17 calculate Workweeks and PAGA Workweeks (“Class List”). The Settlement Administrator will
18 calculate each Class Member’s estimated share of the Net Settlement Amount (“Individual
19 Settlement Share”) and estimated share of the PAGA Member Amount (“Individual PAGA
20 Payment”). The Settlement Administrator will also receive Opt Outs, Notices of Objections, and
21 disputes regarding Workweeks and/or PAGA Workweeks; provide necessary reports and
22 declarations; print, mail and re-mail (if necessary) the Class Notice to Class Members, calculate,
23 subtract, and transmit necessary taxes and withholdings; prepare and submit informational and
24 other tax filings and documents, issue 1099 and W-2 IRS Forms and all required tax reporting,
25 filings, withholdings, and remittances, provide necessary reports and declarations; issue and
26 transmit all payments provided for by the Settlement, including and not limited to, mailing
27 Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to
28 PAGA Members; and perform any other usual and customary duties for administering a class

1 action settlement. Settlement Administration Costs are currently estimated not to exceed Fifteen
2 Thousand Dollars and No Cents (\$15,000.00) and will be paid out of the Gross Settlement
3 Amount, subject to approval of the Court.

4 16. Based on investigation and information discovered, Class Counsel believes that
5 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
6 that Defendant, with respect to Plaintiff and the Class Members, and PAGA Members *inter alia*,
7 failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest
8 periods and to pay associated premium pay, failed to timely pay wages during employment and
9 upon termination of employment, failed to provide compliant wage statements, failed to maintain
10 requisite payroll records, and failed to reimburse necessary business expenses, and thereby
11 engaged in unfair business practices in violation of California Business and Professions Code
12 section 17200, *et seq.* based on the aforementioned, violations of the California Labor Code based
13 on the aforementioned, but not limited to, California Labor Code sections 201, 202, 203, 204,
14 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and
15 violations of the industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders
16 1-2001, 4-2001, 5-2001, 7-2001, and 16-2001, and conduct giving rise to civil penalties
17 recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections
18 2698, *et seq.*). Plaintiff also asserted that Class Members and PAGA Members were expected to
19 perform similar job duties and were subject to the same or similar operations and employment
20 policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's
21 recordkeeping practices with respect to Plaintiff, Class Members, and PAGA Members were
22 substantially the same during the time period at issue. As a result of said alleged uniform practices,
23 Plaintiff claims that Class Members and PAGA Members were not paid all of the compensation
24 that was owed to them by Defendant. Thus, in Class Counsel's view, the outcome of this litigation
25 would be determined by Defendant's uniform operations and employment practices, policies, and
26 procedures that Plaintiff alleges applied across Defendant's non-exempt employees in California
27 during the relevant time period.

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

10 18. Defendant, on the other hand, denied and continues to deny any liability and
11 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
12 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
13 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
14 also had the opportunity to conduct investigations and gather documents and information relating
15 to Plaintiff's and putative class members' employment with Defendant, and Defendant's
16 operations and employment policies, practices, and procedures. The Parties also reviewed and
17 analyzed a large volume of documents and data, including but not limited to a detailed sampling
18 of Class Members' time and pay information, to determine the potential value and strength of the
19 claims. The available information enabled Class Counsel to assess and value the class and PAGA
20 claims and prepare violation, damages, and penalties analyses and models. Accordingly, the
21 Parties have conducted adequate investigation and discovery to be sufficiently informed of the
22 nature and extent of the Class and PAGA claims, and to enable both sides to fully evaluate the
23 Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter
24 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well
25 as the costs and risks to both sides that would attend further litigation. The Settlement takes into
26 account the strengths and weaknesses of each side's position and the uncertainty of how the case
27 might have concluded at certification, trial, and/or appeals.

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EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,”
3 “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Justin
4 Canelias (“Plaintiff” or “Class Representative”), individually, on behalf of Class Members and on behalf
5 of the State of California with respect to PAGA Members, and Defendant Global Syn-Turf, Inc.
6 (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”).

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

10 **RECITALS**

11 1. On February 23, 2021, Plaintiff filed a Class Action Complaint for Damages, thereby
12 commencing a putative class action entitled *Justin Canelias v. Global Syn-Turf, Inc.*, Alameda County
13 Superior Court, Case No. RG21090397 (“Class Action”). The Class Action alleged: (1) failure to pay
14 overtime pursuant to Labor Code sections 510 and 1198; (2) failure to provide meal period premiums in
15 violation of sections 226.7 and 512(a); (3) failure to provide rest period premiums in violation of section
16 226.7; (4) failure to pay minimum wages pursuant to sections 1194, 1197, and 1197.1; (5) failure to timely
17 pay wages upon termination in violation of sections 201 and 202; (6) failure to timely pay wages during
18 employment in violation of section 204; (7) failure to provide accurate and itemized wage statements in
19 violation of section 226(a); (8) failure to keep requisite payroll records in violation of section 1174(d); (9)
20 failure to reimburse business expenses in violation of sections 2800 and 2802; and, (10) for violations of
21 California Business and Professions Code §§ 17200, et seq. based on the aforementioned California Labor
22 Code violations, and for civil penalties pursuant to the Private Attorneys General Act (“PAGA”) for the
23 aforementioned California Labor Code violations, on behalf of all individuals who were employed by
24 Defendant as hourly, non-exempt employees in the State of California at any time between February 23,
25 2017 to Final Judgment.

26 2. Defendant denies all material allegations set forth in the Class Action and has asserted
27 numerous affirmative defenses.

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1 3. Class Counsel diligently investigated the claims against Defendant, including any and all
2 applicable defenses and the applicable laws, and participated in formal and informal discovery, such as
3 propounding various discovery requests on Defendant, in addition to obtaining and reviewing Defendant's
4 responses thereto. Class Counsel obtained and reviewed extensive information, data, and documents to
5 assess the claims and allegations.

6 4. On April 13, 2021, Plaintiff provided written notice by certified mail to the Labor and
7 Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California
8 Labor Code that were violated ("LWDA Notice"), thereby initiating LWDA Case No. LWDA-CM-
9 829175-21.

10 5. On June 17, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys
11 General Act, California Labor Code 2698, Et Seq., thereby commencing a PAGA representative action
12 entitled *Justin Canelias v. Global Syn-Turf, Inc.*, Alameda County Superior Court, Case No. RG21104966
13 ("PAGA Action") (Collectively, the "Actions").

14 6. Defendant denies all material allegations set forth in the PAGA Action and has asserted
15 numerous affirmative defenses.

16 7. On February 28, 2023, the Parties participated in mediation with Deborah Crandall Saxe
17 Esq., (the "Mediator"), a respected mediator of complex wage and hour actions. The settlement
18 discussions were conducted at arm's-length, and the Settlement is the result of an informed and detailed
19 analysis of Defendant's potential liability and total exposure in relation to the costs and risks associated
20 with continued litigation. Based on the documents produced, as well as Class Counsel's own
21 independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for
22 the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
23 adequate and is in the best interest of the Class Members, State of California, and PAGA Members in
24 light of all known facts and circumstances, including the risk of significant delay and uncertainty
25 associated with litigation and various defenses asserted by Defendant.

26 8. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
27 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
28 of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved,

1 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

2 **DEFINITIONS**

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

5 a. “Actions” means, collectively, the actions entitled *Justin Canelias v. Global Syn-*
6 *Turf, Inc.*, Alameda County Superior Court, filed on February 23, 2021 in the Superior Court of the State
7 of California, County of Alameda, Case Case No. RG21090397 and *Justin Canelias v. Global Syn-Turf,*
8 *Inc.*, Alameda County Superior Court, filed on June 17, 2021 in the Superior Court of the State of
9 California, County of Alameda, Case No. RG21104966.

10 b. “Agreement,” “Settlement,” or “Settlement Agreement” means this Joint
11 Stipulation of Class Action and Private Attorneys General Act Settlement.

12 c. “Attorneys’ Fees and Costs” means attorneys’ fees in the amount of 35% of the
13 Gross Settlement Amount for Class Counsel’s litigation and resolution of the Action and all actual costs
14 and expenses of litigation incurred and to be incurred by Class Counsel in the Actions, as set forth in
15 Paragraph 13 below.

16 d. “Class Action,” refers to the Class Action Complaint for damages, entitled *Justin*
17 *Canelias v. Global Syn-Turf, Inc.*, Alameda County Superior Court, Case No. RG21090397.

18 e. “Class Counsel” means Arby Aiwazian, Joanna Ghosh and Helene Mayer, of
19 *Lawyers for Justice, P.C.*, counsel for Plaintiff, who will seek to be appointed counsel for the Class.

20 f. “Class List” means a complete list of all Class Members and PAGA Members
21 that Defendant will diligently and in good faith compile from its records and provide to the Settlement
22 Administrator within twenty-one (21) calendar days after Preliminary Approval. The Class List will be
23 password protected and formatted in a readable Microsoft Office Excel spreadsheet and will include
24 each Class Member’s and PAGA Member’s: (i) full name; (ii) last-known mailing address; (iii)
25 telephone number (iv) email addresses; (v) Social Security Number, (vi) date of hiring, and date of
26 termination of employment, if any; (vii) number of Workweeks (as defined below) during the Class
27 Period and, as applicable, during the PAGA Period; and (viii) such other information required for the
28 Settlement Administrator to calculate Workweeks and PAGA Workweeks. The Class List shall not be

used for any other purpose other than to administer the Settlement.

g. “Class Member(s)” or “Class” are all current and former non-exempt employees of Defendant, who worked in California during the Class Period, and are members of the Settlement Class who do not opt out of the class action portion of the settlement. Class Members who are also members of the PAGA Group have no right to opt out of the PAGA portion of the settlement.

h. “Class Notice” means the Notice of Class and Representative Action Settlement, substantially in the form attached as “**Exhibit A.**”

i. “Class Period” means the period between February 23, 2017 to July 15, 2023.

j. “Class Representative” or “Plaintiff” means Justin Canelias.

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

l. “Class Settlement” means the settlement and resolution of all Class Released Claims.

m. “Court” means the Superior Court of the State of California for the County of Alameda.

n. “Defendant” means Global Syn-Turf, Inc.

o. “Defendant’s Counsel” means Daniel H. Qualls and Victor C. Ng of O’Hagan Meyer LLP.

p. “Effective Date” shall mean the date upon which both of the following have occurred: (1) the Court has granted Final Approval of the Settlement and, (2) the latest of the following dates: (i) if no appeal is filed, the expiration date of the time for filing or noticing any appeal from the judgment; (ii) if there is an appeal of the Court’s judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review in the California Supreme Court; or (iii) if a petition for review is filed, the date of denial of the petition for review, or the date the judgment is affirmed pursuant to such petition.

q. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant

1 in addition to the Gross Settlement Amount.

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

4 s. “Final Approval Hearing” means the hearing at which the Court will consider and
5 determine whether the Settlement should be granted Final Approval.

6 t. “Gross Settlement Amount” means the non-reversionary sum of Two Hundred
7 and Fifty Thousand Dollars (\$250,000) to be paid by Defendant in full resolution of all Class Released
8 Claims, PAGA Released Claims, and the Actions, which is inclusive of the Attorneys’ Fees and Costs,
9 Incentive Award, PAGA Allocation, and Settlement Administration Costs. Defendant shall pay the
10 Employer Taxes in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject
11 to increase, as provided in Paragraph 37 below.

12 u. “Incentive Award” means the amount of Ten Thousand Dollars (\$10,000.00) to
13 be paid to Plaintiff Justin Canelias in recognition of his effort and work in prosecuting the Actions on
14 behalf of Class Members and PAGA Members, and for Plaintiff’s broader general release of claims as
15 set forth in Paragraph 33 below.

16 v. “Individual PAGA Payment” means the twenty-five percent (25%) portion of the
17 PAGA Allocation, or Six Thousand Two Hundred Fifty Dollars (\$6,250.00), to be distributed to PAGA
18 Group Members on a *pro rata* basis, based on their PAGA Workweeks during the PAGA Period, as
19 provided in Paragraph 18 below.

20 w. “Individual Settlement Payment” means the *pro rata* of the Net Settlement
21 Amount that each individual Settlement Class Member is eligible to receive, after reduction for the
22 employee’s share of taxes and withholdings with respect to the wages portion of the Individual
23 Settlement Share, as provided in Paragraph 17 below.

24 x. “Individual Settlement Share” means the gross *pro rata* share of the Net
25 Settlement Amount that each Class Member is eligible to receive for the Class Settlement before
26 reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the
27 Individual Settlement Share, to be calculated in accordance with Paragraph 17 below.

28 y. “LWDA” means the California Labor and Workforce Development Agency.

1 z. “LWDA Notice” means Plaintiff’s written notice submitted on April 13, 2021 to
2 the LWDA and Defendant of the specific provisions of the California Labor Code that are alleged to
3 have been violated.

4 aa. “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA
5 Allocation, or Eighteen Thousand Seven Hundred-Fifty Dollars (\$18,750) that the Parties have agreed
6 to pay to the LWDA for the PAGA Settlement, as set forth in Paragraph 16.

7 bb. “Net Settlement Amount” means the portion of the Gross Settlement Amount that
8 is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less
9 the Court-approved Incentive Award, Settlement Administration Fees, PAGA Allocation, and
10 Attorneys’ Fees and Costs.

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

18 dd. “Opt Out” means a Class Member who timely submits a letter indicating a request
19 to be excluded from the Class Settlement. The Opt Out must: (i) contain the case name and number of
20 the Class Action; (ii) contain the full name, signature, and the last four digits of the Social Security
21 Number of the Class Member requesting exclusion; (iii) clearly state that the Class Member does not
22 wish to be included in the Class Settlement; and (iv) be submitted by fax or mail to the Settlement
23 Administrator at the specified address and/or facsimile number, postmarked or faxed on or before the
24 Response Deadline. Any Class Member, who submits a complete and timely Opt Out shall not be bound
25 to and shall be barred from participating in the Class Settlement, shall be barred from objecting to the
26 Class Settlement, and shall receive no benefit from the Class Settlement. Any untimely or incomplete
27 Opt Out shall be considered null and void. If a Class Member submits both a complete and timely
28 Objection and a complete and timely Opt Out, the Objection shall be deemed invalid, and the Opt Out

1 shall be deemed valid. A valid Opt Out from the Class Settlement does not affect the PAGA Settlement,
2 which shall be binding on all PAGA Employees regardless of the requested exclusion from the Class
3 Settlement. The Settlement Administrator shall notify Class Counsel and Defense Counsel of the
4 number of timely opt-outs within seven (7) days after the Response Deadline.

5 ee. “PAGA Action” means the Complaint for Enforcement Under the Private
6 Attorneys General Act, California Labor Code 2698, Et Seq., *Justin Canelias v. Global Syn-Turf, Inc.*,
7 Alameda County Superior Court, Case No. RG21104966 and the LWDA Notice.

8 ff. “PAGA Allocation” means the allocation of Twenty-Five Thousand Dollars
9 (\$25,000) from the Gross Settlement Amount for the settlement and resolution of the PAGA Released
10 Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Allocation, or Seventy-Five
11 Thousand Dollars (\$18,750.00) (i.e., the LWDA Payment), will be paid to the LWDA, and the remaining
12 twenty-five percent (25%), or Six Thousand and Two Hundred Fifty Dollars (\$6,250), will be distributed
13 to PAGA Members on a *pro rata* basis, based on their Workweeks during the PAGA Period, regardless
14 of whether or not they are Class Members.

15 gg. “PAGA Member(s),” “PAGA Group,” or “PAGA Group Members,” means all
16 current and former hourly-paid or non-exempt employees of Defendant who worked in California during
17 the PAGA Period.

18 hh. “PAGA Member Amount,” means the twenty-five percent (25%) portion of the
19 PAGA Allocation, or Six Thousand and Two Hundred Fifty Dollars (\$25,000), to be distributed to
20 PAGA Members on a *pro rata* basis based on their Workweeks during the PAGA Period.

21 ii. “PAGA Period” means the period from April 13, 2020 through July 15, 2023.

22 jj. “PAGA Released Claims” means any and all Released Claims arising under the
23 Private Attorneys General Act, California Labor Code Section 2698, *et seq.* arising during the PAGA
24 Period.

25 kk. “PAGA Settlement” means the settlement and resolution of PAGA Released
26 Claims.

27 ll. “PAGA Workweeks” means number of weeks during the PAGA Period in which
28 PAGA Members worked for Defendant in California as an hourly or non-exempt employee, which will

1 be calculated by the Settlement Administrator by using the Class Information furnished by Defendant.
2 A PAGA Workweek includes any week in which a PAGA Member had worked one day in Defendant's
3 timekeeping system.

4 mm. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either
5 Plaintiff or Defendant.

6 nn. "Preliminary Approval" means entry of the Court order granting preliminary
7 approval of the Settlement Agreement.

8 oo. "Released Claims" means, upon the Effective Date, Plaintiff will release the
9 Released Parties from any and all Class Action claims he has or may have against them, or any of them,
10 including a waiver of any and all provisions of California Civil Code section 1542, and all other
11 Settlement Class Members will release the Released Parties from any and all claims, actions, or causes
12 of action alleged in the Actions that could have been alleged or raised in the Actions based upon or
13 arising out of the facts alleged therein, during the Class Period, except for those arising under PAGA.
14 Upon the Effective Date of the Actions, members of the PAGA Group will be bound by the judgment
15 as to all PAGA claims alleged in the Actions in the above-referenced case and/or the LWDA Notice,
16 and any and all PAGA claims that could have been alleged in the Complaint and/or the LWDA Notice
17 based on the facts alleged for the PAGA Period.

18 pp. "Released Parties" means Defendant and any of its current and former parents,
19 owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective
20 officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.

21 qq. "Response Deadline" means the sixty (60) calendar day period following the date
22 the Settlement Administrator mails the Class Notice to Class Members within which any Class Member
23 may: (a) submit a written Opt Out to be excluded from the Class Settlement; (b) submit a Notice of
24 Objection to the Class Settlement; and/or (c) submit a dispute regarding their Workweeks and/or PAGA
25 Workweeks. For purposes of this definition, the term "submit" refers to the date by which the
26 correspondence is postmarked or emailed and is thereafter received by the Settlement Administrator.
27 All Opt Outs and Objections must be submitted on or before the end of the Response Deadline or within
28 the extended deadline for certain Class Members only as expressly described in Paragraph 9(dd).

1 rr. "Settlement" means this Agreement and all Exhibits hereto, which provide the
2 terms for the final and complete disposition of the Action.

3 ss. "Settlement Administrator" means Phoenix Settlement Administrators, or any
4 other third-party class action settlement administrator agreed to by the Parties and approved by the Court
5 for purposes of administering this Settlement. The Parties and their counsel each represent that they do
6 not have any financial interest in the Settlement Administrator or otherwise have a relationship with the
7 Settlement Administrator that could create a conflict of interest.

8 tt. "Settlement Administration Fees" means the reasonable costs and fees of
9 administration of the Settlement from the Gross Settlement Amount, subject to Court approval, to the
10 Settlement Administrator for administering the Settlement, including, but not limited to: (i) translating
11 into Spanish the Class Notices of Class Action and PAGA Action to Class Members and PAGA Group
12 Members; (ii) posting a copy of the Class Notice and a copy of the Final Approval Order and Judgment
13 on its website; (iii) preparing and submitting to Settlement Class Members, PAGA Employees, and
14 government entities all appropriate tax filings and forms; (iv) computing the amount of and distributing
15 Individual Settlement Payments, PAGA Payment Shares, Class Representative Service Award, and
16 Class Counsel Attorneys' Fees, Costs and Expenses; (v) processing and validating Opt Outs; and (vi)
17 calculating and remitting to the appropriate government agencies all employer and employee payroll
18 tax obligations arising from the Settlement and preparing and submitting filings required by law in
19 connection with the payments required by the Settlement.

20 uu. "Settlement Class Members" means all Class Members who do not submit a
21 timely and valid Opt Out (collectively referred to as "Settlement Class").

22 vv. "Workweek(s)" means number of weeks during the Class Period in which Class
23 Members worked for by Defendant in California as an hourly or non-exempt employee, which will be
24 calculated by the Settlement Administrator by using the Class Information furnished by Defendant. A
25 Workweek includes any week in which a Class Member had worked one day in Defendant's
26 timekeeping system.

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1 **CLASS CERTIFICATION**

2 10. For the purposes of this settlement only, the Parties stipulate to the certification of the
3 Class.

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

10 **TERMS OF AGREEMENT**

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

13 12. Funding and Disbursement of the Gross Settlement Amount. This is a non-reversionary
14 Settlement in which Defendant is required to pay the entirety of the Gross Settlement Amount. No
15 amount of the Gross Settlement Amount will revert to Defendant. Within fifteen (15) calendar days
16 after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the
17 amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement. Within thirty (30)
18 calendar days of the Effective Date, Defendant will make a one-time deposit of the Gross Settlement
19 Amount, plus an amount sufficient for Employer Taxes, into a settlement account to be established by
20 the Settlement Administrator, to be held in a Qualified Settlement Fund. Within seven (7) calendar days
21 of the funding of the Gross Settlement Amount and an amount sufficient for Employer Taxes, the
22 Settlement Administrator will issue payments due under the Settlement and approved by the Court, as
23 follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA
24 Payments to PAGA Group Members; (c) LWDA Payment to the LWDA; (d) Incentive Award to
25 Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Fees to
26 itself (the Settlement Administrator). The Settlement Administrator will also undertake filings and
27 remittances in connection with the employee's share of taxes on the wages portion of Individual
28 Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

1 13. Attorneys' Fees and Costs. Class Counsel will request attorneys' fees of up to thirty-five
2 percent (35%) of the Gross Settlement Amount (i.e., up to \$87,500.00 if the Gross Settlement Amount
3 is \$250,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's
4 litigation and settlement of the Action, which will be paid from the Gross Settlement Amount subject
5 to Court approval. These amounts will cover any and all work performed and any and all costs incurred
6 by Class Counsel in connection with the litigation of the Action, including without limitation all work
7 performed and costs incurred to date, and all work to be performed and all costs to be incurred in
8 connection with obtaining the Court's approval of this Settlement. Any portion of the Attorneys' Fees
9 and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of
10 Settlement Class Members. With respect to the Attorneys' Fees and Costs awarded to Class Counsel,
11 the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or
12 other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for such attorney
13 fee deferral vehicles shall be paid separately by Class Counsel. Neither Defendant nor Defendant's
14 Counsel is responsible for, or involved in any way in, the Settlement Administrator's decision whether
15 or not to use such a fee deferral vehicle, and neither Defendant nor Defendant's Counsel expresses any
16 opinion relating to this decision.

17 14. Incentive Award. In recognition of his efforts and work in prosecuting the Action,
18 Defendant agrees not to oppose or impede any application or motion for an Incentive Award in an
19 amount up to Ten Thousand Dollars (\$10,000) to Plaintiff Justin Canelias. The Incentive Award, which
20 will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to any
21 other payment Plaintiff may be eligible to receive under the Settlement, e.g., his Individual Settlement
22 Payment and/or Individual PAGA Payment. The Settlement Administrator will issue an IRS Form 1099
23 to Plaintiff for the Incentive Award, and Plaintiff shall be solely and legally responsible for correctly
24 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
25 Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes,
26 penalties, or interest arising as a result of the Incentive Award. Should the Court approve the Incentive
27 Award to Plaintiff in an amount that is less than that set forth above, the difference between the lesser
28 amount approved by the Court and the amount allocated toward the Incentive Award will be part of the

1 Net Settlement Amount for the benefit of Settlement Class Members.

2 15. Settlement Administration Costs. The Settlement Administrator shall be paid for the
3 costs of administration of the Settlement and distribution of payments under the Settlement. The latest
4 estimate of such costs of administration furnished by Phoenix Settlement Administrators is not to exceed
5 Fifteen Thousand Dollars (\$15,000). These costs, which will be paid from the Gross Settlement
6 Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Notices
7 and other documents for this Settlement, calculating and distributing payments due under the Settlement,
8 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
9 remittances, providing necessary reports and declarations, and other duties and responsibilities set forth
10 herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement
11 Administration Costs are greater than the estimated amount stated herein, such excess amount will be
12 deducted from the Gross Settlement Amount, subject to Court approval. Any portion of the estimated,
13 designated, and/or awarded Settlement Administration Costs which are not in fact awarded or required
14 to fulfill payment to the Settlement Administrator to undertake the requirement settlement
15 administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class
16 Members.

17 16. PAGA Allocation. Subject to Court approval, the Parties agree that the amount of
18 \$25,000 from the Gross Settlement Amount will be allocated toward penalties under the Private
19 Attorneys General, California Labor Code Section 2698, *et seq.* (i.e. the PAGA Allocation), of which
20 seventy-five percent (75%), or \$18,750, will be paid to the LWDA (i.e., the LWDA Payment) and
21 twenty-five percent (25%) or, \$6,250, will be distributed to PAGA Members (i.e., the PAGA Member
22 Amount) on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., the Individual PAGA
23 Payment).

24 17. Individual Settlement Share Calculations. The Settlement Administrator will calculate
25 the total number of Compensable Workweeks worked by all Settlement Class Members during the Class
26 Period (“Total Workweeks”). Each Class Member’s individual number of Workweeks worked during
27 the Class Period will be divided by the Total Compensable Workweeks to yield his or her “Individual
28 Compensable Workweek Value,” and the Settlement Administrator will multiply each Class Member’s

Individual Workweek Value by the Net Settlement Amount to yield his or her gross Individual Settlement Payment.

18. Individual PAGA Payment Calculations. The Settlement Administrator will calculate the total number of PAGA Workweeks worked by all PAGA Group Members during the PAGA Period (“Total PAGA Workweeks”). The PAGA Member Amount will be divided by the total number of Workweeks worked by all PAGA Members during the PAGA Period to produce a “Individual PAGA Workweek Value.” The Individual PAGA Workweek Value will be multiplied by the number of Workweeks attributable to the individual PAGA Member to yield his or her Individual PAGA Payment.

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

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

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

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

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

4 22. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the
5 number of Workweeks to which they have been credited, as reflected in their respective Class Notices.
6 In order to dispute Workweeks, Class Members must submit a written letter to the Settlement
7 Administrator that: (i) contains the case name and number of the Action; (ii) contains the full name,
8 signature, address, telephone number, and the last four digits of the Social Security Number of the
9 disputing Class Member; (iii) clearly states that the Class Member disputes the number of Workweeks
10 credited to him or her and what he or she contends is the correct number to be credited to him or her;
11 (iv) includes information and/or attaches documentation demonstrating that the number of Workweeks
12 that he or she contends should be credited to him or her are correct; and (v) is returned by fax or mail
13 to the Settlement Administrator at the specified address and/or facsimile number, postmarked or fax-
14 stamped on or before the Response Deadline. The date of the postmark on the return mailing envelope
15 or fax-stamp on the submission will be the exclusive means to determine whether a dispute has been
16 timely submitted. Absent information and/or documentation demonstrating that Defendant's records
17 and data are inaccurate as they pertain to the number of Workweeks to be credited to a disputing Class
18 Member, Defendant's records will be presumed correct and determinative of the dispute. However, if
19 a Class Member produces information and/or documents demonstrating that Defendant's records and
20 data are inaccurate as they pertain to the number of Workweeks to be credited to a disputing Class
21 Member, the Settlement Administrator will evaluate the materials submitted by the Class Member and
22 the Settlement Administrator will resolve and determine the number of eligible Workweeks that the
23 disputing Class Member should be credited with under the Settlement. The Settlement Administrator
24 shall make an initial determination on all disputes, however, the Court shall have the right to review any
25 decision made by the Settlement Administrator on such disputes.

26 23. Settlement Checks. The Settlement Administrator will be responsible for undertaking
27 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
28 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the

PAGA Members in accordance with this Settlement Agreement. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for ninety (90) calendar days from the date the checks are issued, and thereafter, shall be cancelled. Uncashed settlement checks will be tendered to the California State Controller's Office Unclaimed Property Fund in the name of the individual. Class Members whose Individual Settlement Payment checks are cancelled and PAGA Members whose Individual PAGA Payment checks are cancelled, shall, nevertheless, be bound by this Settlement Agreement.

24. Opt Out from Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a written Opt Out to the Settlement Administrator, by mail or fax, within the Response Deadline. The date of fax or the postmark on the return mailing envelope will be the exclusive means to determine whether a Opt Out has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who have submitted a timely and valid Opt Out in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits an Opt Out is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Opt Out will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. However, if the Class Member is also a PAGA Member, he or she will be bound to the release of the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit an Opt Out.

- a. If fifteen percent (15%) or more of the Class Members opt out of the Class Settlement by submitting completed, signed, and timely written Opt Outs, Defendant shall have the right, in its sole discretion, to nullify this Settlement within fourteen (14) calendar days after the Response Deadline. If Defendant exercises its right to nullify the Settlement under this paragraph, Defendant shall pay all administration costs to date.

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1 25. Procedures for Objecting to the Settlement. To object to the Class Settlement, Class
2 Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit
3 a timely and complete Notice of Objection to the Settlement Administrator, by fax or mail, on or before
4 the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and
5 contain all information required by this Settlement Agreement. The postmark or fax-stamp date will be
6 deemed the exclusive means for determining that the Notice of Objection is timely. At no time will any
7 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the
8 Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class
9 Members may also present their objection orally at the Final Approval Hearing.

10 26. Reports By the Settlement Administrator Regarding Settlement Administration. The
11 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
12 certify: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number
13 of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete
14 Notices of Objection; and (c) the number of undeliverable and re-mailed Notices. Additionally, the
15 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
16 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
17 when it receives a request from an individual or any other entity regarding inclusion in the Class and/or
18 Settlement.

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

22 28. Treatment of Individual Payments. Each Individual Settlement Share will be allocated
23 as follows: twenty percent (20%) wages and eighty percent (80%) as penalties, interest, and non-wage
24 damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated
25 to interest, penalties, and non-wage damages will be reported on an IRS Form-1099 by the Settlement
26 Administrator. The Settlement Administrator will withhold (and remit to the appropriate taxing
27 authorities) the employee's share of taxes and withholdings with respect to the wages portion of the
28 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual

Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Settlement Administrator shall also remit the Employer Taxes to the appropriate taxing authorities. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

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

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

31. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING

1 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
2 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
3 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
4 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
5 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
6 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO
7 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
8 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES
9 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
10 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
11 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
12 BY THIS SETTLEMENT AGREEMENT.

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

17 33. Release of Claims by Settlement Class Members and PAGA Members.

18 a. Class Settlement Release. Upon full funding of the Gross Settlement Amount and
19 the Effective Date, Plaintiff and all Class Members who do not submit a timely and valid Opt Out (i.e.,
20 Settlement Class Members) will be deemed to have fully, finally, and forever released, settled,
21 compromised, relinquished, and discharged the Released Parties of all Class Released Claims he or she
22 may have or had.

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

27 34. General Release of Claims by Plaintiff. In addition, upon full funding of the Gross
28 Settlement Amount and the Effective Date, Plaintiff, for himself, his successors, assigns, agents,

1 executors, heirs and personal representatives, spouse and attorneys, and any and all of them, voluntarily
2 and with the advice of counsel, will be deemed to have fully released and discharged the Released Parties
3 of and from all claims arising from his employment with Defendant, separation of employment from
4 Defendant, and any acts that have or could have been asserted in any legal action or proceeding against
5 Defendant, whatever kind and nature, character, and description, accruing up to the time of execution of
6 this Agreement, whether in law or equity, whether sounding in tort, contract, federal, state and/or local
7 law, statute, ordinance, regulation, constitution, common law, or other source of law or contract, whether
8 known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those
9 arising under the California Labor Code, Americans with Disabilities Act, Title VII of the Civil Rights
10 Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California
11 Corporations Code, California Business and Professions Code, California Fair Employment and Housing
12 Act, California Constitution (all as amended), as well as for discrimination, harassment, retaliation,
13 wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical
14 expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the
15 date of execution of the Settlement Agreement. Plaintiff further releases all unknown claims against any
16 of the Released Parties, covered under California Civil Code Section 1542, which provides:

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

21 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete
22 release and discharge of his claims as set forth in this release, Plaintiff expressly acknowledges that this
23 Settlement is intended to include in its effect, without limitation, all claims which Plaintiff does not know
24 or suspect to exist in his favor at the time of execution hereof, and that the Settlement contemplates the
25 extinguishment of all such claims.

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

27 As soon as practicable, Class Counsel shall submit this Agreement to the Court for its preliminary
28 approval. Plaintiff shall also move the Court to enter a Preliminary Approval Order, in a form to be
jointly agreed upon by the Parties, and to conditionally certify the Class for purposes of the Settlement

only. Class Counsel shall provide the motion for preliminary approval to Defense Counsel for review of the substance contained in the motion for preliminary approval at least two (2) calendar days prior to filing. The submission shall also include admissible evidence as may be required for the Court to certify the Class for purposes of the Settlement and to determine that the Settlement is fair, adequate, and reasonable, as required by California Code of Civil Procedure section 382. The submission shall also include the Class Notice in the form attached hereto as **Exhibit A**. Defendant agrees not to oppose the motion. In connection with the motion, Class Counsel will prepare and submit a joint proposed order which shall, among other things, set a Final Fairness and Approval Hearing date. Plaintiff and Defendant agree that the conditional certification of the Class for settlement purposes only is in no way an admission by any of the Released Parties that class certification would otherwise be proper.

36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Incentive Award; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. By way of said motion, Plaintiff will apply for the entry of the mutually agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Incentive Award to Plaintiff;
- e. Setting a date when the Settlement Administrator shall report to the Court the completion of the distribution process and the total amount that was actually paid to the Settlement Class Members and PAGA Members;

1 f. Directing Defendant to fund all amounts due under the Settlement Agreement and
2 ordered by the Court; and

3 g. Entering judgment in the Action while maintaining continuing jurisdiction, in
4 conformity with California Rules of Court 3.769 and the Settlement Agreement.

5 37. Termination or Revocation of Settlement. If fifteen percent (15%) or more of the Class
6 Members submit timely and valid Requests to Opt Out, Defendant may elect to rescind the Settlement
7 Agreement that is provided to Class Counsel within fourteen (14) calendar days after expiration of the opt
8 out period. If the Settlement is terminated due to Defendant's exercise of this option, Defendant will be
9 responsible for paying all Settlement Administration Costs incurred by the Settlement Administrator.

10 38. Escalator Clause.

11 a. Defendant represented that there are 11,222 total Workweeks during the Class
12 Period. If it is determined that the total number of Workweeks during the Class Period actually exceed
13 this amount by more than ten percent (10%) (i.e., the Workweeks for the period referenced are actually
14 more than 12,444), then the Gross Settlement Amount will increase on a proportional basis to the extent
15 the 10% threshold is exceeded (e.g., if the number of workweeks during the Class Period exceed 11,222
16 by 12%, the Gross Settlement Amount shall increase by 2%).

17 39. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
18 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
19 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
20 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
21 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

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

25 41. Integration Clause. Upon being fully executed, this Settlement Agreement and any
26 attached exhibits constitute the entire agreement between the Parties relating to the Settlement and
27 transaction contemplated hereby, and no other prior or contemporaneous written or oral agreements may
28 be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and

1 California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed
2 according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree
3 that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms
4 of this Settlement Agreement.

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

9 43. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement,
10 the Parties may not amend or modify any provision of this Settlement Agreement except by written
11 agreement signed by counsel for all of the Parties. After the filing of the motion for preliminary approval
12 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
13 except by written agreement signed by counsel for all of the Parties or their successors-in-interest, which
14 will be submitted to Court for approval. A waiver or amendment of any provision of this Settlement
15 Agreement will not constitute a waiver of any other provision.

16 44. Authorization to Enter Into Settlement Agreement. Counsel for the Parties warrant and
17 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
18 and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this
19 Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms
20 of this Agreement. The Parties and their counsel will cooperate with each other and use their best
21 reasonable efforts to affect the implementation of the Settlement. The person signing this Agreement
22 on behalf of Defendant represents and warrants that he or she is authorized to sign this Agreement on
23 Defendant behalf. Plaintiff represents and warrants that he is authorized to sign this Agreement and that
24 he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

25 45. Signatories. It is agreed that because the members of the Class are so numerous, it is
26 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.
27 The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the
28 Settlement Class Members and the binding nature of the PAGA Settlement as to the PAGA Members,

1 and the release shall have the same force and effect as if this Settlement Agreement were executed by
2 each Settlement Class Member and PAGA Member.

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

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

7 48. Execution and Counterparts. This Settlement Agreement may be executed in one or more
8 counterparts. It is not necessary for all parties to sign the same document. However, it is void and
9 unenforceable unless signed by all parties. All executed counterparts and each of them, including
10 facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same
11 instrument.

12 49. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
13 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
14 this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
15 account all relevant factors, present and potential. The Parties further acknowledge that they are each
16 represented by competent counsel and that they have had an opportunity to consult with their counsel
17 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
18 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
19 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
20 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

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

28 52. No Admission of Liability. The Parties enter into this Settlement Agreement to resolve

the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, liability to Plaintiff or any other current or former employee.

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

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

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

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

To Plaintiff and Class Counsel:

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Helene Mayer, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Daniel H. Qualls, Esq.
Victor C. Ng, Esq.
O'Hagan Meyer LLP
One Embarcadero Center, Suite 2100
San Francisco, California 94111

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

58. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of

1 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
2 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
3 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
4 assistance of the Mediator and then the Court to resolve such disagreement.

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

7 **IT IS SO AGREED.**

8
9 Dated: 02/20/2024, 2024

PLAINTIFF JUSTIN CANELIAS

Electronically Signed 2024-02-21 00:05:07 UTC - 172.58.208.1
Justin Canelias
Nintex AssureSign® 0ae50c7-0c25-4aac-8806-b11cd19685c

Justin Canelias, Plaintiff

11
12 **DEFENDANT GLOBAL SYN-TURF, INC.**

13 Dated: Apr 15, 2024, 2024

Theresa Kotch

Theresa Kotch (Apr 15, 2024 16:49 PDT)

Global Syn-Turf, Inc., Defendant

14 **APPROVED AS TO FORM:**

15
16 **LAWYERS for JUSTICE, PC**

Helene Mayer

17 Dated: February 20, 2024

Arby Aiwarzian, Esq.

Joanna Ghosh, Esq.

Helene Mayer, Esq.

Attorneys for Plaintiff and Class Counsel

21
22 **O'Hagan Meyer LLP**

23 Dated: April 16, 2024

Daniel H. Qualls, Esq.

Victor C. Ng, Esq.

Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Justin Canelias v. Global Syn-Turf, Inc.
Superior Court of California for the County of Alameda, Case No. RG21090397

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Justin Canelias ("Plaintiff") and Defendant Global Syn-Turf, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Justin Canelias v. Global Syn-Turf, Inc.*, Alameda County Superior Court, Case No. RG21090397 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member" means all current and former non-exempt employees of Defendant, who worked in California during the Class Period, and are members of the Settlement Class who do not opt out of the class action portion of the settlement.

"Class Period" means the period from February 23, 2017 to July 15, 2023.

"Class Settlement" means the settlement and resolution of the Class Released Claims (described in Section III.D below).

"PAGA Members," "PAGA Group," or "PAGA Group Members" means all current and former hourly-paid or non-exempt employees of Defendant who worked in California during the PAGA Period.

"PAGA Period" means the period from April 13, 2020 through July 15, 2023.

"PAGA Settlement" means the settlement and resolution of the PAGA Released Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On February 23, 2021, Plaintiff commenced the Action by filing a Class Action Complaint for Damages in the Alameda County Superior Court, Case No. RG21090397. On April 13, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("LWDA Notice"). On June 17, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code 2698, Et Seq., thereby commencing the action entitled *Justin Canelias v. Global Syn-Turf, Inc.*, Alameda County Superior Court, Case No. RG21104966 ("PAGA Action"). On April 15, 2024, by Stipulation of the Parties, the Court ordered that the Action and PAGA Action be consolidated for purposed of settlement approval and entry of judgment, and the Action (Case No. RG21090397) will be the lead case for case administration and filing purposes

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks,

among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" "Agreement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrator as the administrator of the Settlement ("Settlement Administrator") and Plaintiff Justin Canelias as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwazian
Joanna Ghosh
Helene Mayer
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an PAGA Member, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement; and all PAGA Members will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Hundred Fifty Thousand Dollars (\$250,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$87,500) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action (collectively, "Attorneys' Fees and Costs") to Class Counsel; (2) Incentive Award not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for his services in the Action; (3) the amount of Twenty-Five Thousand Dollars (\$25,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Allocation"), of which the LWDA will be paid 75% (i.e., \$18,750) ("LWDA Payment") and the remaining 25% (i.e., \$6,250) will be distributed to PAGA Members ("PAGA Member Amount"); and (4) Settlement Administration Fees in an amount not to exceed Fifteen Thousand Dollars (\$15,000) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks during the Class Period in which Class Members worked for by Defendant in California as an hourly or non-exempt employee, including any week in which a Class Member

had worked on day in Defendant's timekeeping system ("Workweeks"). The Settlement Administrator has divided each Class Member's number of Workweeks by the total number of Workweeks worked by all Class Members and multiplied this figure by the Net Settlement Amount to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Opt Out ("Settlement Class Members") will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of payroll taxes in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount ("Individual PAGA Payment") based on the number of weeks during the PAGA Period in which PAGA Members worked for Defendant in California as an hourly or non-exempt employee, including any week in which a PAGA Member had worked one day in Defendant's timekeeping system ("PAGA Workweeks"). The Settlement Administrator has divided the PAGA Member Amount by the total number of Workweeks worked by all PAGA Members during the PAGA Period to produce a "Individual PAGA Workweek Value" and then multiplied this figure the number of Workweeks attributable to the individual PAGA Member to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

Defendant agrees to pay the Gross Settlement Amount of \$250,000.00 on a non-reversionary basis. The Gross Settlement Amount includes Individual Settlement Payments, Individual PAGA Payments, Settlement Administration Fees, Attorneys' Fees and Costs, Incentive Award, and the LWDA Payment. The Employer's Share of Payroll Taxes will be paid by Defendant separate from and in addition to the Gross Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks Based on Defendant's Records

According to Defendant's records,

- **From February 23, 2017 through July 15, 2023 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From April 12, 2020 through July 15, 2023 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Workweeks.**

If you wish to dispute the number of Workweeks and/or PAGA Workweeks credited to you, you may submit your dispute by way of a written letter, which must: (i) contains the case name and number of the Action (*Justin Canelias v. Global Syn-Turf, Inc.*, Case No. RG21090397); (ii) contain your full name, signature, address, telephone number, and the last four digits of your Social Security Number; (iii) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number to be credited to you; (iv) include information and/or attach documentation demonstrating that the number of Workweeks and/or PAGA Workweeks that you contend should be credited to you are correct; and (v) is returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Settlement Class Members will be deemed to have fully, finally, and forever released the Released Parties from the Class Released Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, the State of California with respect to all PAGA Members and all PAGA Members will be deemed to have fully, finally, and forever released the Released Parties from the PAGA Released Claims.

"Released Claims" means any and all Class Action claims he has or may have against them, or any of them, including a waiver of any and all provisions of California Civil Code section 1542, and all other Settlement Class Members will release the Released Parties from any and all claims, actions, or causes of action alleged in the Actions that could have been alleged or raised in the Actions based upon or arising out of the facts alleged therein, during the Class Period, except for those arising under PAGA. Upon the Effective Date of the Actions, members of the PAGA Group will be bound by the judgment as to all PAGA claims alleged in the Actions in the above-referenced case and/or the LWDA Notice, and any and all PAGA claims that could have been alleged in the Complaint and/or the LWDA Notice based on the facts alleged for the PAGA Period.

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

"PAGA Released Claims" means any and all Released Claims arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* arising during the PAGA Period.

"Released Parties" means Defendant and any of its current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$87,500) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Incentive Award to Plaintiff

Plaintiff will seek the amount of up to Ten Thousand Dollars (\$10,000) ("Incentive Award"), in recognition of his services in connection with the Action. The Incentive Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his individual settlement payments that he is entitled to under the Settlement.

G. Settlement Administration Fees to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000) (“Settlement Administration Fees”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt Outs, Notices of Objections, and disputes regarding Workweeks and/or PAGA Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Class Released Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the PAGA Released Claims described in Section III.D above.

As a Class Member and PAGA Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement (“Opt Out”), which must: (i) contain the case name and number of the Action (*Justin Canelias v. Global Syn-Turf, Inc.*, Case No. RG21090397); (ii) contain your full name, signature, and the last four digits of your Social Security Number; (iii) clearly state that you do not wish to be included in the Class Settlement; and (iv) be submitted by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked **on or before [Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Opt Out will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Class Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Opt Out will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound by the PAGA Settlement (and the release of PAGA Released Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit an Opt Out.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted an Opt Out from the Class Settlement, by, submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A written Notice of Objection must include: (i) the case name and number of the Action (*Justin Canelias v. Global Syn-Turf, Inc.*, Case No. RG21090397); (ii) your full name, signature, address, telephone number, and last four digits of your

Social Security Number; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; and (v) be submitted by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at the Rene C. Davidson Courthouse, 1225 Fallon Street Oakland, CA 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Incentive Award to Plaintiff, and Settlement Administration Fees to the Settlement Administrator.

The Final Approval hearing may be continued without further notice to Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear by audio or video if you wish to.

You can find information regarding appearing remotely at <https://www.alameda.courts.ca.gov/general-information/remote-appearances>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement, pleadings, and other court records in the Action online by visiting the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov/>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**