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Jessica Gutierrez and Janet Caddel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JESSICA GUTIERREZ, individually, and on
behalf of the State of California and Aggrieved
Employees, as a private attorney general;
JANET CADDEL, individually, and on behalf
of the State of California and Aggrieved
Employees, as a private attorney general,

Plaintiffs,

vs.

ELITE WORKSHOP, INC., a California
Corporation; HRS PROPERTY
MANAGEMENT, LLC, a California Limited
Liability Company; HOUSTON DURAND,
individually; ROB FLANIGAN, individually;
and DOES 1 through 10, inclusive,

Defendants.

) Case No. 34-2021-00304582

) Assigned for All Purposes To:

) Judge: Hon. Jill H. Talley

) Dept: 25

) **[PROPOSED] ORDER GRANTING**
) **APPROVAL OF PAGA SETTLEMENT**
) **AND JUDGMENT**

) **Reservation No.: 267329**

) **DATE:** December 9, 2022

) **TIME:** 9:00 a.m.

) **DEPT:** 25

) Action Filed: July 23, 2021

**ORDER GRANTING APPROVAL OF PAGA
SETTLEMENT AND JUDGMENT**

1 Plaintiffs Jessica Gutierrez and Janet Caddel's unopposed Motion for Approval of PAGA
2 Settlement was heard by the Court on _____. The Court having reviewed the
3 Motion for Approval of PAGA Settlement, the Joint Stipulation RE PAGA Settlement
4 ("Agreement") attached as Exhibit "1"), the papers, the arguments of counsel, and all other
5 evidence and matters presented, and good cause appearing:

6 **IT IS HEREBY ORDERED** that the Motion for Approval of PAGA Settlement is
7 **GRANTED**, subject to the following findings and orders:

8 1. All terms used herein shall have the same meaning as defined in the Agreement
9 attached to this Order as Exhibit 1.

10 2. The Court hereby approves the settlement in the amount of \$230,000.00 pursuant to
11 the terms set forth in the Agreement for settlement of PAGA claims and finds in this respect that
12 the Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate
13 the PAGA settlement according to the terms set forth in the Agreement. The Court finds that the
14 Parties were able to reasonably evaluate their respective positions. The Court also finds that
15 settlement now will avoid potentially substantial litigation costs, as well as delay and risks if the
16 Parties were to continue to litigate the PAGA claims.

17 3. The Settlement Agreement is not an admission by Defendants or by any other
18 Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing
19 by Defendants or any of other Released Parties. Neither this Order, the Agreement, nor any
20 document referred to herein, nor any action taken to carry out the Agreement, may be construed
21 as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
22 whatsoever by or against Defendants or any of the Released Parties.

23 4. The Court hereby approves Simpluris Inc. as the Administrator for the settlement
24 and approves Administration Expenses in the amount of \$4,000.00 to be paid from the Maximum
25 Settlement Amount. The Court orders the Administrator to administer the settlement and mail the
26 PAGA Settlement Awards to the PAGA Members pursuant to the Agreement.

27 5. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of
28 \$80,500.00, which is thirty-five percent of the Maximum Settlement Amount, is reasonable under

1 the common fund and lodestar methods. The Court awards PAGA Counsel \$80,500.00 in
2 attorneys' fees to be paid from the Maximum Settlement Amount.

3 6. The Court finds that PAGA Counsel has incurred costs and expenses in the amount
4 of \$15,886.20. Such costs and expenses were reasonably incurred in prosecuting the Action on
5 behalf of the PAGA Class. The Court awards PAGA Counsel \$15,886.20 in costs and expenses to
6 be paid from the Maximum Settlement Amount.

7 7. The Court approves enhancement awards to PAGA Representatives Jessica
8 Gutierrez and Janet Caddel in the amount of \$2,000.00 each to be paid from the Gross Settlement
9 Amount for their time and effort in prosecuting the Action.

10 8. The Court approves the Notice of PAGA Settlement in substantially the form
11 attached as Exhibit B to the settlement agreement.

12 9. The Court approves the LWDA Payment in the amount of \$94,210.35, which is 75%
13 of the Net Settlement Amount.

14 10. The Court approves the disbursement of funds per the terms of the Agreement as
15 approved and/or modified by this order. All settlement checks will remain valid for 180 days after
16 which the checks shall become null and void, the Administrator will send any uncashed amounts
17 to the California State Controller's Office's Unclaimed Property Division to be held as unclaimed
18 funds in the name(s) of the PAGA Member(s) who did not cash their checks.

19 11. The Court orders, adjudges and decrees that Plaintiffs, all PAGA Members, and the
20 State of California fully, finally, and forever release, relinquish, and discharge the Released Parties
21 from the Released Claims for the PAGA Period pursuant to the terms of the Agreement.

22 12. This Court shall retain jurisdiction pursuant Code of Civil Procedure section 664.6
23 to enforce the settlement until performance in full of the terms of the Agreement.

24 **IT IS SO ORDERED ADJUDGED AND DECREED.**

25 The Clerk of the Court is hereby ordered to enter this Judgment.

26
27 Dated:

By:

Hon. Jill H. Talley
Judge of the Superior Court

EXHIBIT

1

JOINT STIPULATION RE PAGA SETTLEMENT

This Joint Stipulation re PAGA Settlement is made by and between JESSICA GUTIERREZ and JANET CADDEL ("Plaintiffs") on behalf of themselves, the State of California, and for all similarly aggrieved employees, on the one hand, and ELITE WORKSHOP, INC., HRS PROPERTY MANAGEMENT, LLC, HOUSTON DURAND, and ROBERT FLANIGAN ("Defendants"), on the other hand, subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), and subject to the following terms and conditions.

DEFINITIONS

1. "Action" means the civil action titled *Jessica Gutierrez and Janet Caddel v. Elite Workshop, Inc., et al.*, filed in the Superior Court of the State of California, County of Sacramento, Case No. 34-2021-00304582.

2. "Administration Expenses" means the amount to be paid to the Administrator from the Maximum Settlement Amount for its services in administering the settlement. The Administration Expenses have been estimated by the Administrator to be approximately \$4,000.

3. "Agreement" and "Settlement" means this Joint Stipulation re PAGA Settlement.

4. "Administrator" means Simpluris Inc., or such other settlement administrator as may be mutually agreeable to the Parties and approved by the Court.

5. "PAGA Period" means from March 17, 2020 through May 5, 2022.

6. "Defendants" means Elite Workshop, Inc., HRS Property Management, LLC, Houston Durand, and Robert Flanigan.

7. "Defense Counsel" means Nicole Legrottaglio and Sander van der Heide of the law firm CDF Labor Law LLP.

8. "Effective Date" means when all of the following events have occurred: (i) this Agreement has been executed by all Parties, PAGA Counsel, and Defense Counsel; and (ii) the Court approves the Settlement, and enters a final order and Judgment. If an objection(s) or intervention(s) to the Settlement is filed, which are not later withdrawn, the effective date is later of the following events: (i) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or (ii) any appeal, writ or other appellate proceeding opposing the PAGA Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief. In this regard, in the event objection(s) or intervention(s) are filed, which are not later withdrawn, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is

completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

9. **"Maximum Settlement Amount"** means Two Hundred Thirty Thousand Dollars (\$230,000), which is inclusive of the PAGA Settlement Awards, LWDA Payment, enhancement award to the PAGA Representative, PAGA Counsel's Attorneys' Fees and Costs, and Administration Expenses. It is understood and agreed that the Maximum Settlement Amount is the total amount to be paid by Defendant as provided by this PAGA Settlement and shall not exceed \$230,000.

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

11. **"LWDA Payment"** means the seventy-five percent (75%) of the Net Settlement Amount to be paid to the LWDA under the Agreement.

12. **"Net Settlement Amount"** means the amount from the Maximum Settlement Amount that is available for distribution as the LWDA Payment and PAGA Settlement Awards for PAGA Members after deducting (1) PAGA Counsel's Attorneys' Fees and Costs (the amount of which is subject to Court approval); (2) Administration Expenses; and (3) the enhancement award to the PAGA Representative. Seventy-five (75%) of the Net Settlement Amount will be paid to the Labor Workforce Development Agency as the LWDA Payment. The remaining twenty-five percent (25%) of the Net Settlement Amount will be paid out pro rata to PAGA Members as PAGA Settlement Awards.

13. **"PAGA"** means California's Labor Code Private Attorneys General Act, Cal. Lab. Code § 2699, et seq.

14. **"PAGA Settlement Awards"** means the pro-rata shares of twenty-five percent (25%) of the Net Settlement Amount paid to PAGA Members.

15. **"PAGA Class"** and **"PAGA Members"** means all persons who worked for and/or with Defendants in California as independent contractors, exempt employees, and/or non-exempt employees during the PAGA Period.

16. **"Parties"** means Plaintiffs and Defendants collectively.

17. **"Plaintiffs"** and **"PAGA Representatives"** means Jessica Gutierrez and Janet Caddel.

18. **"PAGA Counsel"** means Travis Burch of the law firm Shalchi Burch LLP.

19. **"PAGA Counsel's Attorneys' Fees and Costs"** means the Court approved attorneys' fees, expenses, and costs incurred by PAGA Counsel for PAGA Counsel's litigation and resolution of the Action.

20. **“Released Claims”** means all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaints in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA related to (1) unpaid minimum wages, (2) unpaid regular wages, (3) off-the-clock work, (4) unpaid overtime, (5) double time, (6) regular rate of pay, (7) meal periods and meal period premiums, (8) rest breaks and rest break premiums, (9) timely payment of wages during employment, (10) timely payment of wages at separation, (11) wage statements, (12) failure to keep records, (13) business expense reimbursement, (14) posting dates and location of pay, (15) payment of final pay at the proper location and time, (16) posting notice of and payment of paid sick leave, (17) posting notice of and providing workers’ compensation information, (18) implementing and maintaining a written COVID-19 Prevention Program, (19) providing proper safety equipment in connection with COVID-19 Prevention Program, (20) implementing and maintaining an injury prevention programs, (21) requiring individuals sign independent contractor agreements, (22) willful misclassification as independent contractors, (22) failure to maintain records demonstrating hours worked and paid sick days accrued and used, (23) failure to provide workers compensation coverage, and any other Labor Code violations that were alleged in the Actions, or that could have been alleged in the Actions based on the facts alleged in the Actions, which includes, but is not limited to, alleged violations of Labor Code sections 98.6, 200, 201, 202, 203, 204, 207, 208, 210, 218, 218.5, 218.6, 219, 226, 226.3, 226.7, 226.8, 232.5, 246, 247.5, 248.5, 432.5, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197.1, 1198, 1198.5, 1199, 2750.3, 2750.5, 2800, 2802, 2870, 2871, 2872, 3550, 3551, 3700, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, Business and Professions Code section 16600, California Industrial Commission Wage Orders, and California Code of Regulations section 3205.

21. **“Released Parties”** means (i) Elite Workshop, Inc., HRS Property Management, LLC, Houston Durand, and Robert Flanigan (“Defendants”); (ii) each of Defendants’ past, present, and future direct and indirect parents; (iii) the respective past, present, and future direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

FACTUAL BACKGROUND

22. Plaintiff Caddel filed an initial letter with the LWDA on March 17, 2021 and then filed an amended notice on April 22, 2021.

23. On August 10, 2021, Plaintiff Caddel filed a civil complaint that alleges she was misclassified as an independent contractor and asserts individual and PAGA claims entitled *Caddel v Elite Workshop, Inc. et al.* Sacramento Superior Court Case No.: 34-2021-00305960. Plaintiff Caddel alleged the following individual claims: (1) unpaid minimum wages; (2) unpaid overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay timely wages during employment; (6) failure to pay timely wages at discharge; (7) failure to provide accurate, written wage statements; (8) failure to keep accurate records; (9) retaliation

under Labor Code section 232.5; (10) retaliation under Labor Code section 1102.5; (11) retaliation under Labor Code section 98.6; and (12) wrongful termination.

24. Plaintiff Caddel also asserted a PAGA cause of action based on the following claims: (1) willful misclassification of workers as independent contractors, (2) unpaid wages; (3) unpaid overtime; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to pay timely wages during employment; (7) failure to pay timely wages at discharge; (8) failure to provide accurate, written wage statements; (9) failure to keep accurate records; and (10) failure to reimburse business expenses.

25. Plaintiff Gutierrez filed an initial letter with the LWDA on April 7, 2021 and then filed amended notices on April 28, 2021 and March 14, 2021.

26. On July 23, 2021, Plaintiff Gutierrez filed a civil complaint that alleged she was also misclassified as an independent contractor and asserts individual and PAGA claims entitled *Gutierrez v Elite Workshop, Inc. et al.* Sacramento Superior Court Case No.: 34-2021-00304582. Gutierrez alleges the following individual claims: (1) unpaid minimum wages; (2) unpaid overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay timely wages during employment; (6) failure to pay timely wages at discharge; (7) failure to provide accurate, written wage statements; (8) failure to keep accurate records; (9) retaliation under Labor Code section 232.5; (10) retaliation under Labor Code section 1102.5; (11) retaliation under Labor Code section 98.6; and (12) constructive discharge.

27. Plaintiff Gutierrez also asserted a PAGA cause of action based on the following claims: (1) invalid/unlawful independent contractor agreements, (2) failure to post dates and location of pay; (3) failure to pay final pay at the proper location and time; (4) failure to post notice of and provide paid sick leave; (5) failure to post notice of and provide workers' compensation information; (6) failure to implement and maintain a written COVID-19 Prevention Program, (7) failure to provide safety equipment and protect employee health care due to lack of written COVID-19 Prevention Program; and (8) failure to maintain and implement injury prevention programs.

28. On May 5, 2022 the Parties participated in a mediation with well-respected mediator Steve Serratore and reached a settlement of the claims in the Action as specified in this Agreement.

29. On June 28, 2022, Plaintiffs filed the operative First Amended Complaint in Sacramento Superior Court Case No.: 34-2021-00304582 that added Plaintiff Caddel, and her allegations to Plaintiff Gutierrez's complaint. The First Amended Complaint alleges (1) unpaid minimum wages; (2) unpaid overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay timely wages during employment; (6) failure to pay timely wages at discharge; (7) failure to provide accurate, written wage statements; (8) failure to keep accurate records; (9) retaliation under Labor Code section 232.5; (10) retaliation under Labor Code section 1102.5; (11) retaliation under Labor Code section 98.6; (12) wrongful termination / constructive discharge and (13) PAGA based on the following claims: (a) unpaid minimum

wages, (b) unpaid regular wages, (c) off-the-clock work, (d) unpaid overtime, (e) double time, (f) regular rate of pay, (g) meal periods and meal period premiums, (h) rest breaks and rest break premiums, (i) timely payment of wages during employment, (j) timely payment of wages at separation, (k) wage statements, (l) failure to keep records, (m) business expense reimbursement, (n) posting dates and location of pay, (o) payment of final pay at the proper location and time, (p) posting notice of and payment of paid sick leave, (q) posting notice of and providing workers' compensation information, (r) implementing and maintaining a written COVID-19 Prevention Program, (s) providing proper safety equipment in connection with COVID-19 Prevention Program, (t) implementing and maintaining an injury prevention programs, (u) requiring individuals sign independent contractor agreements, (v) willful misclassification as independent contractors, (w) failure to maintain records demonstrating hours worked and paid sick days accrued and used, (x) failure to provide workers compensation coverage.

SETTLEMENT TERMS

30. **No Determination on the Merits.** There has been no determination on the merits of the Action, but, in order to avoid additional cost and the uncertainty of litigation, it is the desire of the Parties to fully, finally, and forever settle, compromise, discharge, and release of any and all disputes and claims against the Released Parties arising from or related to the Action.

31. **Defendant Denies Liability and Wrongdoing.** This Agreement represents a full compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that Plaintiffs' claims in the Action have merit or that Defendants have any liability to Plaintiffs or any of the PAGA Members. Defendants deny any liability and wrongdoing of any kind associated with the alleged claims. Defendants contend that they have complied with California and Federal employment laws at all times and that its employees have been paid all wages owed.

32. **Maximum Settlement Amount Distribution.** The Maximum Settlement Amount of Two Hundred Thirty Thousand Dollars (\$230,000) shall be used for payment of the following:

a. Administration Expenses. The Administrator will be paid for the costs of administration of the Agreement from the Maximum Settlement Amount. The Administrator has estimated the Administration Costs at approximately \$4,000.

b. PAGA Counsel's Attorneys' Fees and Costs. Defendants agree not to oppose or object to any application or motion by PAGA Counsel for attorneys' fees not to exceed Thirty-Five percent (35%) of the Maximum Settlement Amount, which is Eighty Thousand Five Hundred Dollars (\$80,500), plus reasonable costs and expenses not to exceed Twenty Thousand Dollars (\$20,000), subject to approval by the Court. The Administrator will issue an IRS Form 1099-MISC to PAGA Counsel for the payments made pursuant to this paragraph. This Agreement is not contingent upon the Court awarding PAGA Counsel any particular amount in attorneys' fees and costs. If the Court reduces or does not approve the requested PAGA Counsel's Attorneys' Fees and Costs, the Agreement will remain binding on the Parties. Any amount requested by PAGA Counsel for the PAGA Counsel's Attorneys' Fees and Costs and not granted by the Court

will be added to the Net Settlement Fund and be distributed as provided in this Agreement.

c. Enhancement Awards to the PAGA Representatives. The Parties agree to the designation of Plaintiffs Jessica Gutierrez and Janet Caddel as the "PAGA Representatives." Subject to Court approval, Defendants agree not to oppose Plaintiffs' request to the Court for approval to pay enhancement awards for Plaintiffs' service as PAGA Representatives in the amount of Two Thousand Dollars (\$2,000) each ("Plaintiffs' Enhancement Awards"). Plaintiffs' Enhancement Awards are a part of, and are to be deducted from, the Maximum Settlement Amount. The Administrator will issue IRS Forms 1099-MISC for the Plaintiffs' Enhancement Awards. If the Court approves enhancement awards to Plaintiffs in amounts less than that set forth above, the difference between the amount set forth above and the amounts approved by the Court will be added to the Net Settlement Amount and distributed. In addition to the Court-approved Plaintiffs' Enhancement Awards, Plaintiffs will each receive their share of the pro-rata PAGA Settlement Awards to PAGA Members.

d. LWDA Payment. Subject to Court approval, and per California Labor Code section 2699(i), the Administrator will mail the LWDA a copy of Order and Judgment granting approval of the Agreement along with a check for seventy-five percent (75%) of the Net Settlement Amount, by First Class U.S. Mail, to:

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

e. PAGA Settlement Awards. Subject to Court approval, and per California Labor Code section 2699(i), the remaining twenty-five percent (25%) of the Net Settlement Amount will be paid out pro rata to PAGA Members by the Administrator. PAGA Members – including Plaintiffs – shall be entitled to a prorated share of twenty-five percent (25%) of the Net Settlement Amount based on the number of pay periods worked by all PAGA Members during the PAGA Period. The Administrator will calculate the number of pay periods worked by the PAGA Members during the PAGA Period, and the amount to be paid to PAGA Members per pay period based on information to be provided by Defendants. The pay periods will be calculated by Defendants from payroll and other business records. PAGA Members must have worked and been paid for the pay period during the PAGA Period to be counted. The Administrator will issue IRS Form 1099-MISC for the PAGA Settlement Awards to PAGA Members.

33. **Escalator Clause.** Defendants estimated for purposes of mediation that during the PAGA Period there were 103 PAGA Members with an associated 1,236 pay periods. Before seeking Court approval of the Joint Stipulation re PAGA Settlement, the Defendants and/or the Administrator will advise Plaintiff's counsel of the number of pay periods during the PAGA Period. If the number of pay periods during the PAGA Period exceeds 1,360 (i.e. an increase

greater than 10% of the 1,236 estimated pay periods), the Gross Settlement Amount will increase proportionally according to the number of additional pay periods above 1,360.

34. **Taxability of Settlement Payments.** Plaintiffs, PAGA Counsel, and the PAGA Members are each solely responsible for correctly characterizing any payments made pursuant to this Agreement for tax purposes and for paying any taxes on the amounts received. Defendants make no representations as to the taxability of any portions of the settlement payments, and it is understood and agreed that Defendants have made no such representations. Neither PAGA Counsel nor Defense Counsel intend anything in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

35. **Settlement Awards Do Not Trigger Additional Benefits.** It is expressly understood and agreed that the receipt of a payment pursuant to this Agreement will not entitle any PAGA Member or Plaintiffs to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any PAGA Member or Plaintiffs to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties that the payments provided for in this Agreement are the sole payments to be made by Defendants to the PAGA Members and Plaintiffs in connection with this Agreement, and that they are not entitled to any new or additional compensation or benefits as a result of having received the payments provided for in this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

36. **Labor Code § 206.5 Inapplicable.** It is acknowledged that all settlement awards made pursuant to this Agreement are on disputed claims and that Plaintiffs and each PAGA Member will be deemed to have acknowledged and agreed that California Labor Code § 206.5 is not applicable. That section provides:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

RELEASES

37. **Release By PAGA Members and State of California.** As of the Effective Date, Plaintiffs, all PAGA Members, and the State of California fully, finally, and forever release, relinquish, and discharge the Released Parties from the Released Claims for the PAGA Period. This release is binding on the State of California, which includes the LWDA and its departments, divisions, commissions, boards, agencies, and employees, and any of Defendants' current or

former employees who may seek to represent the State of California to recover civil penalties pursuant to PAGA based on alleged violations of the Released Claims during the PAGA Period.

38. **No Right to Opt Out.** The Parties agree that there is no statutory right for any PAGA Member to opt out or otherwise exclude himself or herself from the Agreement.

39. **Release by Plaintiffs.** Plaintiffs are each individually settling their individual claims through separate individual settlement agreements.

PROCEDURE FOR COURT APPROVAL OF AGREEMENT

40. **Submission of Settlement to LWDA.** Within 5 calendar days after full execution of the Agreement and its submission to the Court for approval, PAGA Counsel shall submit the Agreement to the LWDA through its on-line procedures, and shall provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Agreement.

41. **Agreement Conditioned on Court Approval.** This Agreement is subject to and conditioned upon obtaining Court approval under Labor Code Section 2699(1)(2).

a. PAGA Counsel shall prepare a joint motion for Court approval for filing with the Court. Defendants and Defense Counsel shall cooperate in preparing the motion and supply evidence necessary for obtaining Court approval. A draft of the motion shall be provided to Defense Counsel for review and revision at least three (3) business days prior to filing with the Court. Upon Court approval, a final Order and Judgment in substantially the form attached hereto as **Exhibit A** shall be submitted to the Court for entry. The Court shall maintain jurisdiction over this matter pursuant to California Code of Civil Procedure Section 664.6 as necessary to enforce the terms of the Agreement.

b. If the Court does not issue an order approving the Agreement under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns in good faith and determine whether resolution of the claims encompassed by the Agreement can be obtained in a manner consistent with the Court's concerns.

c. If the Court does not grant approval of the Agreement, or if the Court's final approval of the Agreement is reversed or materially modified on appellate review, then the Agreement will become null and void. A modification of amounts payable as (1) PAGA Counsel's Attorneys' Fees and Costs, (2) the enhancement award to the PAGA Representative and/or (3) Administration Expenses shall not be deemed a material modification of the Agreement.

42. **Submission of Judgment to LWDA.** Within 5 calendar days after Court approval of the Agreement and entry of a final Order and Judgment, PAGA Counsel shall submit the Judgment to the LWDA through its on-line procedures, and shall provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Judgment.

DISBURSEMENTS

43. **PAGA Member Information.** Within 30 calendar days after the Effective Date, Defendants shall provide to the Administrator in spreadsheet form the PAGA Members' names, last-known addresses, social security numbers, and pay period data during the PAGA Period. The Parties agree the PAGA Members' contact information and Social Security numbers will be used only by the Administrator for the sole purpose of effectuating the Settlement, and will not be provided to Plaintiffs or PAGA Counsel at any time or in any form. The Administrator shall take reasonable steps to protect the confidential and private information of the PAGA Members. To the extent PAGA Counsel possesses or comes to possess the PAGA Members' contact information and/or social security numbers, PAGA Counsel shall immediately return all such information (including copies and data or information derived therefrom), shall not retain copies of such information, and shall not maintain or use such information for any purpose. The spreadsheet shall be based on Defendants' payroll and other business records.

44. **Payment of Maximum Settlement Amount.** Within 30 calendar days after the Effective Date, Defendants, on behalf of the Released Parties, will pay to the Administrator the Maximum Settlement Amount. The Administrator shall establish a Qualified Settlement Fund ("QSF") for purposes of disbursing the Maximum Settlement Amount per the terms of this Agreement. The Settlement Administrator shall issue the appropriate tax forms for payments required under this Agreement and perform all required tax reporting under California and federal law.

45. **Accounting of Disbursement.** Within 50 calendar days after the Effective Date, the Administrator shall provide Defendants with a report listing the amount of all payments to be made.

46. **Disbursement of Maximum Settlement Amount.** Within 60 calendar days after the Effective Date, the Administrator shall disburse the Maximum Settlement Amount as specified in this Agreement via first class mail. The Administrator will be responsible for making payment of any court-approved PAGA Counsel's Attorneys' Fee and Costs, any court-approved Plaintiffs' Enhancement Awards to the PAGA Representatives, Administration Expenses, the LWDA Payment, meeting any reporting obligations, and for issuing the individual PAGA Settlement Awards to PAGA Members.

a. The Administrator will send a letter to the PAGA Members in substantially the form attached hereto as **Exhibit B** along with the relevant tax forms and the PAGA Settlement Awards. Plaintiffs' settlement checks and tax forms shall be transmitted to PAGA Counsel. The Administrator will permit PAGA Members to access at no charge the Order Granting Approval of PAGA Settlement and Judgment along with a copy of the Agreement via its website.

b. Settlement award checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. If a settlement award is returned to the Administrator, the Administrator will make all reasonable efforts to re-mail it to the PAGA Member at his or her correct address. Upon the deadline to cash the settlement award checks, the checks will automatically be cancelled by the Administrator if not cashed by the PAGA Member

within that time, at which point the PAGA Member's claims will remain released by the Settlement. The checks provided to PAGA Members shall prominently state the expiration date or a statement that the checks will expire in 180 calendar days, or alternatively, such a statement may be made in a letter accompanying the check. Lost or expired Settlement Award checks will not be reissued, except for good cause and as mutually agreed by the Parties in writing. No person shall have any claim against Defendants, Released Parties, Defense Counsel, PAGA Representatives, any PAGA Member, PAGA Counsel, or the Administrator based on distributions and payments made in accordance with this Agreement.

47. **Undelivered Notice Packages and Uncashed Settlement Payments.** If a PAGA Member's settlement letter, PAGA Settlement Award, and tax form is returned as non-deliverable, the Administrator will perform one NCOA check and will skip-trace return mail and re-mail the check within three (3) business days of receipt. If a PAGA Member's PAGA Settlement Award remains undeliverable or if a PAGA Member fails to cash the check for his or her PAGA Settlement Award within 180 days after it is mailed to him or her, the Administrator will send the PAGA Settlement Award amount to the California State Controller's Office's Unclaimed Property Division to be held as unclaimed funds in the PAGA Member's name.

MISCELLANEOUS PROVISIONS

48. **Stay of Discovery.** To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery is stayed pending Court approval of the Settlement.

49. **No Public Comment.** With the exception of court filings and notice to the LWDA, the PAGA Representatives and PAGA Counsel will not make any public disclosure of the terms of this Settlement (including, but not limited to, the Maximum Settlement Amount), the negotiations leading to this Settlement, and all documents related to the Settlement. The Parties will use their best efforts to reach agreement on all Court filings. PAGA Counsel will take all steps necessary to ensure that Plaintiffs are aware of, and will ensure that they adheres to, the restriction against public comment of the Settlement. PAGA Counsel further agrees to cease all affirmative mass communication (oral and written) with the PAGA Members, other than through Court-approved notices; this provision does not prevent PAGA Counsel from communicating with any PAGA Members who may contact PAGA Counsel.

50. **Media Communications / No Attorney Advertising.** The PAGA Representatives and PAGA Counsel will not initiate any communications (directly or indirectly) with the media regarding the Action. Notwithstanding the foregoing, the PAGA Representatives and PAGA Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court. PAGA Counsel will take all steps necessary to ensure the Plaintiffs are aware of, and will ensure that they adhere to, the restriction against any media comment on the Settlement and its terms. PAGA Counsel also agrees that their law firm will not specifically refer to this case, this settlement, or the names of Released Parties in any advertising or promotional material of any kind on their website, on any social media platform, or in any other written or electronic communications of any kind or nature.

51. **No Assignment of Claims.** The Parties and their counsel represent, covenant and warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

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

53. **No Admission.** Nothing contained in this Agreement, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of the Released Parties. Each of the Parties hereto has entered into this Agreement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

54. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision of it.

55. **Modification.** This Agreement may not be changed, altered or modified, except in writing specifically referencing this Agreement, signed by the Parties hereto, and approved by the Court.

56. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, PAGA Counsel shall, with the assistance and cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's approval of this Agreement.

57. **Disputes.** Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement that they are unable to resolve cooperatively, the Parties agree to submit any such dispute(s) to mediator Steven Serratore. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

58. **Parties' Authority.** The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions thereof.

59. **Agreement Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and expressly be binding upon

Plaintiffs and all PAGA Members as to all Released Claims during the PAGA Period, and their respective heirs, trustees, executors, administrators, successors and assigns.

60. **Integration Clause.** This Agreement along with the individual settlement agreements regarding Plaintiffs' individual claims contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

61. **Attorneys' Fees and Costs.** Except as expressly provided in this Agreement, Defendants and Plaintiffs shall each bear their own attorney's fees and costs.

62. **Counterparts.** This Agreement may be executed in counterparts and sent by facsimile or via PDF through email, and when each party has signed and delivered at least one such counterpart, each counterpart, including facsimile, PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement binding upon and effective as to all Parties.

63. **Extension of Deadlines.** If the date by which any court filings or deadlines is to occur, per the terms and conditions of this Agreement, falls on a Saturday, Sunday, or legal holiday in the State of California, the date of filing shall be made shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California. If the date by which any mailing is to occur per the terms and conditions of this Agreement falls on a Sunday or legal holiday in the State of California, the date of mailing shall be made shall be the next following day which is not a Sunday or legal holiday in the State of California.

64. **California Law.** All terms of this Agreement will be governed by and interpreted according to the laws of the State of California.

65. **Invalidity of Any Provision; Severance.** If any non-material provision, term, section, or paragraph of this Agreement shall be found to be invalid, illegal or unenforceable, all remaining provisions, terms, sections, or paragraphs shall continue in full force and effect and remain binding on all Parties. If any provision, term, section or paragraph of this Agreement is determined to be unenforceable, such provision, term, section or paragraph shall be modified so that the unenforceable provision, term, section or paragraph is enforceable to the greatest extent possible while maintaining the objective intent of the Agreement.

66. **Voluntary Agreement.** The Parties expressly declare and represent that they have read this Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained herein. The Parties further expressly declare and represent that they fully understand the content and effect of this Agreement, and that they approve and accept the terms and conditions contained herein, and that the Agreement is executed freely and voluntarily.

///

IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint Stipulation of Settlement as of the date(s) set forth below:

Dated: _____

Plaintiff Jessica Gutierrez

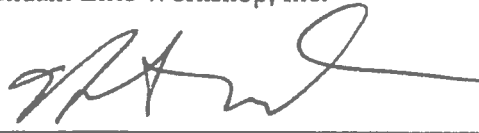
Dated: 2022-09-14

Janet Caddel

Plaintiff Janet Caddel

Defendant Elite Workshop, Inc.

Dated: 9/9/2022



Houston Durand
Authorized Agent

Defendant HRS Property Management, LLC

Dated: 9/9/2022



Houston Durand
Authorized Agent

APPROVED AS TO FORM AND CONTENT:

SHALCHI BURCH LLP

Dated: 9/14/2022



Travis J. Burch
Attorneys for Plaintiffs Jessica Gutierrez and
Janet Caddel

CDF LABOR LAW LLP



Dated: September 14, 2022

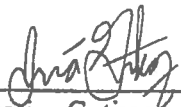
Nicole Legrottaglie
Sander van der Heide
Attorneys for Defendants Elite Workshop, Inc.,
HRS Property Management, LLC, Houston Durand, and
Robert Flanigan

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JOINT STIPULATION RE PAGA SETTLEMENT

IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint Stipulation of Settlement as of the date(s) set forth below:

Dated: 2022-09-14


Plaintiff Jessica Gutierrez

Dated: _____

Plaintiff Janet Caddel

Defendant Elite Workshop, Inc.

Dated: 9/9/2022


Houston Durand
Authorized Agent

Defendant HRS Property Management, LLC

Dated: 9/9/2022


Houston Durand
Authorized Agent

APPROVED AS TO FORM AND CONTENT:

SHALCHI BURCH LLP

Dated: 9/14/2022


Travis J. Burch
Attorneys for Plaintiffs Jessica Gutierrez and
Janet Caddel

CDF LABOR LAW LLP

Dated: September 14, 2022


Nicole Legrottaglie
Sander van der Heide
Attorneys for Defendants Elite Workshop, Inc.,
HRS Property Management, LLC, Houston Durand, and
Robert Flanigan

EXHIBIT A

SHALCHI BURCH LLP
Travis J. Burch, State Bar No. 216175
tb@shalchiburchllp.com
23 Corporate Plaza Drive, Suite 150
Newport Beach, California 92660
Telephone: (949) 359-0334

Attorneys for Plaintiff and Cross-Defendant
Jessica Gutierrez and Janet Caddel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JESSICA GUTIERREZ, individually, and on
behalf of the State of California and Aggrieved
Employees, as a private attorney general;
JANET CADDEL, individually, and on behalf
of the State of California and Aggrieved
Employees, as a private attorney general,

Plaintiffs,

vs.

ELITE WORKSHOP, INC., a California
Corporation; HRS PROPERTY
MANAGEMENT, LLC, a California Limited
Liability Company; HOUSTON DURAND,
individually; ROB FLANIGAN, individually;
and DOES 1 through 10, inclusive,

Defendants.

) Case No. 34-2021-00304582

) Assigned for All Purposes To:

) Judge: Hon. Jill H. Talley

) Dept: 25

) **[PROPOSED] ORDER GRANTING**
) **APPROVAL OF PAGA SETTLEMENT**
) **AND JUDGMENT**

) **Reservation No.: 267329**

) **DATE:** December 9, 2022

) **TIME:** 9:00 a.m.

) **DEPT:** 25

) Action Filed: July 23, 2021

**ORDER GRANTING APPROVAL OF PAGA
SETTLEMENT AND JUDGMENT**

1 Plaintiffs Jessica Gutierrez and Janet Caddel's unopposed Motion for Approval of PAGA
2 Settlement was heard by the Court on _____. The Court having reviewed the
3 Motion for Approval of PAGA Settlement, the Joint Stipulation RE PAGA Settlement
4 ("Agreement") attached as Exhibit "1"), the papers, the arguments of counsel, and all other
5 evidence and matters presented, and good cause appearing:

6 **IT IS HEREBY ORDERED** that the Motion for Approval of PAGA Settlement is
7 **GRANTED**, subject to the following findings and orders:

8 1. All terms used herein shall have the same meaning as defined in the Agreement
9 attached to this Order as Exhibit 1.

10 2. The Court hereby approves the settlement in the amount of \$230,000.00 pursuant to
11 the terms set forth in the Agreement for settlement of PAGA claims and finds in this respect that
12 the Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate
13 the PAGA settlement according to the terms set forth in the Agreement. The Court finds that the
14 Parties were able to reasonably evaluate their respective positions. The Court also finds that
15 settlement now will avoid potentially substantial litigation costs, as well as delay and risks if the
16 Parties were to continue to litigate the PAGA claims.

17 3. The Settlement Agreement is not an admission by Defendants or by any other
18 Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing
19 by Defendants or any of other Released Parties. Neither this Order, the Agreement, nor any
20 document referred to herein, nor any action taken to carry out the Agreement, may be construed
21 as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
22 whatsoever by or against Defendants or any of the Released Parties.

23 4. The Court hereby approves Simpluris Inc. as the Administrator for the settlement
24 and approves Administration Expenses in the amount of \$4,000.00 to be paid from the Maximum
25 Settlement Amount. The Court orders the Administrator to administer the settlement and mail the
26 PAGA Settlement Awards to the PAGA Members pursuant to the Agreement.

27 5. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of
28 \$80,500.00, which is thirty-five percent of the Maximum Settlement Amount, is reasonable under

1 the common fund and lodestar methods. The Court awards PAGA Counsel \$80,500.00 in
2 attorneys' fees to be paid from the Maximum Settlement Amount.

3 6. The Court finds that PAGA Counsel has incurred costs and expenses in the amount
4 of \$15,886.20. Such costs and expenses were reasonably incurred in prosecuting the Action on
5 behalf of the PAGA Class. The Court awards PAGA Counsel \$15,886.20 in costs and expenses to
6 be paid from the Maximum Settlement Amount.

7 7. The Court approves enhancement awards to PAGA Representatives Jessica
8 Gutierrez and Janet Caddel in the amount of \$2,000.00 each to be paid from the Gross Settlement
9 Amount for their time and effort in prosecuting the Action.

10 8. The Court approves the Notice of PAGA Settlement in substantially the form
11 attached as Exhibit B to the settlement agreement.

12 9. The Court approves the LWDA Payment in the amount of \$94,210.35, which is 75%
13 of the Net Settlement Amount.

14 10. The Court approves the disbursement of funds per the terms of the Agreement as
15 approved and/or modified by this order. All settlement checks will remain valid for 180 days after
16 which the checks shall become null and void, the Administrator will send any uncashed amounts
17 to the California State Controller's Office's Unclaimed Property Division to be held as unclaimed
18 funds in the name(s) of the PAGA Member(s) who did not cash their checks.

19 11. The Court orders, adjudges and decrees that Plaintiffs, all PAGA Members, and the
20 State of California fully, finally, and forever release, relinquish, and discharge the Released Parties
21 from the Released Claims for the PAGA Period pursuant to the terms of the Agreement.

22 12. This Court shall retain jurisdiction pursuant Code of Civil Procedure section 664.6
23 to enforce the settlement until performance in full of the terms of the Agreement.

24 **IT IS SO ORDERED ADJUDGED AND DECREED.**

25 The Clerk of the Court is hereby ordered to enter this Judgment.

26
27 Dated:

By:

Hon. Jill H. Talley
Judge of the Superior Court

EXHIBIT B

<<First Name>> <<Last Name>>

<<Address 1>>

<<Address 2>>

Re: NOTICE OF COURT APPROVED SETTLEMENT

Dear <<First Name>> <<Last Name>>,

Enclosed is your settlement payment from the settlement of the lawsuit titled *Jessica Gutierrez and Janet Caddel v. Elite Workshop, Inc., et al.*, filed in the Superior Court of the State of California, County of Sacramento, Case No. 34-2021-00304582.

The lawsuit was filed against Elite Workshop Inc., HRS Property Management, LLC, Houston Durand, and Robert Flanigan ("Defendants") pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq. (called "PAGA") and was brought on behalf of the State of California and all persons who worked for and/or with Elite Workshop Inc. and HRS Property Management, LLC in California as independent contractors, exempt employees, and/or non-exempt employees from March 17, 2020 through May 5, 2022 ("PAGA Members").

The lawsuit sought penalties under PAGA related to (1) unpaid minimum wages, (2) unpaid regular wages, (3) off-the-clock work, (4) unpaid overtime, (5) double time, (6) regular rate of pay, (7) meal periods and meal period premiums, (8) rest breaks and rest break premiums, (9) timely payment of wages during employment, (10) timely payment of wages at separation, (11) wage statements, (12) failure to keep records, (13) business expense reimbursement, (14) posting dates and location of pay, (15) payment of final pay at the proper location and time, (16) posting notice of and payment of paid sick leave, (17) posting notice of and providing workers' compensation information, (18) implementing and maintaining a written COVID-19 Prevention Program, (19) providing proper safety equipment in connection with COVID-19 Prevention Program, (20) implementing and maintaining an injury prevention programs, (21) requiring individuals sign independent contractor agreements, (22) willful misclassification as independent contractors, (22) failure to maintain records demonstrating hours worked and paid sick days accrued and used, and (23) failure to provide workers compensation coverage.

The Court has made no determination on the merits of the claims in the lawsuit. Defendants deny any liability and wrongdoing of any kind associated with the alleged claims. Defendants contend that they have complied at all times with California and Federal law and that their employees have been paid all wages owed. In order to avoid additional cost and the uncertainty of litigation, a settlement has been reached in the Lawsuit.

You have been identified as a person who worked for Defendants from March 17, 2020 through May 5, 2022 ("the PAGA Period"). Based on the number of pay periods you worked from March 17, 2020 through May 5, 2022, your individual share of the settlement is \$ _____. This amount is calculated based on the number of pay periods you worked for Defendants from March 17, 2020 through May 5, 2022, relative to the total number of pay periods other individuals worked for Defendants from March 17, 2020 through May 5, 2022.

You are receiving an IRS form 1099 for your individual share. The settlement check included with this letter is valid for 180 days. Checks not cashed within that time will be canceled and the funds will be sent to the California State Controller's Office's Unclaimed Property Division to be held as unclaimed funds.

As of << DATE OF COURT APPROVAL >>, the date of the Court's order approving the settlement, you are barred from ever suing Defendants and the Released Parties with respect to the Released Claims during the PAGA Period whether or not you cash your individual share settlement check.

The Released Parties are (i) Elite Workshop, Inc., HRS Property Management, LLC, Houston Durand, and Robert Flanigan ("Defendants"); (ii) each of Defendants' past, present, and future direct and indirect parents;

(iii) the respective past, present, and future direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

The Released Claims are all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaints in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA related to (1) unpaid minimum wages, (2) unpaid regular wages, (3) off-the-clock work, (4) unpaid overtime, (5) double time, (6) regular rate of pay, (7) meal periods and meal period premiums, (8) rest breaks and rest break premiums, (9) timely payment of wages during employment, (10) timely payment of wages at separation, (11) wage statements, (12) failure to keep records, (13) business expense reimbursement, (14) posting dates and location of pay, (15) payment of final pay at the proper location and time, (16) posting notice of and payment of paid sick leave, (17) posting notice of and providing workers' compensation information, (18) implementing and maintaining a written COVID-19 Prevention Program, (19) providing proper safety equipment in connection with COVID-19 Prevention Program, (20) implementing and maintaining an injury prevention programs, (21) requiring individuals sign independent contractor agreements, (22) willful misclassification as independent contractors, (22) failure to maintain records demonstrating hours worked and paid sick days accrued and used, (23) failure to provide workers compensation coverage, and any other Labor Code violations that were alleged in the Actions, or that could have been alleged in the Actions based on the facts alleged in the Actions, which includes, but is not limited to, alleged violations of Labor Code sections 98.6, 200, 201, 202, 203, 204, 207, 208, 210, 218, 218.5, 218.6, 219, 226, 226.3, 226.7, 226.8, 232.5, 246, 247.5, 248.5, 432.5, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197.1, 1198, 1198.5, 1199, 2750.3, 2750.5, 2800, 2802, 2870, 2871, 2872, 3550, 3551, 3700, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, Business and Professions Code section 16600, California Industrial Commission Wage Orders, and California Code of Regulations section 3205 (collectively "Released Claims") for the period of March 17, 2020 through May 5, 2022.

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the Court's order and/or settlement, you should consult the "Order Granting Approval of PAGA Settlement and Judgment" which can be accessed at the following website << Administrator URL >>.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING. PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.