

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,”
3 or “Settlement Agreement”) is made by and between Plaintiff William Garcia (“Plaintiff”), on his
4 own behalf and on behalf of all members of the Class, as defined below, on the one hand, and
5 Defendant Rubylin, Inc. (“Defendant”) on the other hand (Plaintiff and Defendant are collectively
6 referred to as the “Parties”), in the lawsuits entitled *William Garcia v. Rubylin Inc., et al.*, filed in
7 San Francisco County Superior Court, Case No. CGC-21-589757 (the “Class Action”) and *William*
8 *Garcia v. Rubylin Inc., et al.*, filed in San Francisco County Superior Court, Case No. CGC-21-
9 594249 (the “PAGA Action”) (collectively, the Class Action and PAGA Action are referred to
10 herein as the “Litigation”). This Settlement resolves all claims that were asserted or could have
11 been asserted against Defendant pertaining to the claims in the Litigation.

12 **I. DEFINITIONS**

13 **A. “Administration Costs”** means all administrative costs of the Settlement, including
14 costs of notice to the Class, settlement administration, and any fees and costs incurred or charged
15 by the Settlement Administrator in connection with the execution of its duties under this Settlement.

16 **B. “Attorneys’ Fees”** means all past and future attorneys’ fees necessary to prosecute,
17 settle, and administer the Litigation and this Settlement, which shall be paid from the Gross
18 Settlement Amount.

19 **C. “Class Counsel” or “Plaintiff’s Counsel”** means Edwin Aiwazian, Arby Aiwazian,
20 and Joanna Ghosh of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker &
21 Minne, LLP.

22 **D. “Class Members”** means all current and former non-exempt and/or hourly-paid
23 employees who worked for Defendant in the State of California at any time during the Class Period
24 (collectively referred to as the “Class”).

25 **E. “Class Period”** means the period from February 26, 2017, through May 22, 2023.

26 **F. “Class Representative” or “Plaintiff”** means William Garcia.

27 **G. “Class Representative Enhancement Award”** means payment to the Class
28 Representative for his services and efforts on behalf of the Class Members and PAGA Members in

1 this Litigation.

2 **H. “Class Settlement”** means the settlement and release of Released Class Claims.

3 **I. “Court”** means the Superior Court of the State of California for the County of San
4 Francisco.

5 **J. “Effective Date”** means the later of: (a) if no timely objections are filed or if all
6 objections are withdrawn, the date upon which the Court enters the Final Approval Order; (b) if an
7 objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed;
8 or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal
9 in a way that does not alter the terms of the Settlement.

10 **K. “Final Approval Order”** as used herein means the final formal judgment entered
11 by the Court granting final approval of this Agreement.

12 **L. “Gross Settlement Amount”** means the sum of One Hundred Seventy-Five
13 Thousand Dollars and Zero Cents (\$175,000.00), which shall be paid by Defendant, and from which
14 all Individual Settlement Payments pursuant to Section XII, Attorneys’ Fees and Litigation Costs
15 pursuant to Section XIV, Administration Costs pursuant to Section IX, Class Representative
16 Enhancement Award pursuant to Section XV, and PAGA Penalties pursuant to Section XVII shall
17 be made, except as provided herein.

18 **M. “Individual PAGA Payments”** means payments made to the PAGA Members
19 from the Employee PAGA Amount that PAGA Members are eligible to receive under the PAGA
20 Settlement.

21 **N. “Individual Settlement Payments”** means payments made to the Participating
22 Class Members from the Net Settlement Amount as part of the Settlement.

23 **O. “Litigation Costs”** means all past and future litigation costs and expenses necessary
24 to prosecute, settle, and administer the Litigation and the Settlement, which shall be paid from the
25 Gross Settlement Amount.

26 **P. “Net Settlement Amount”** means the Gross Settlement Amount minus any Court-
27 approved award of Attorneys’ Fees and Litigation Costs to Class Counsel, Administration Costs to
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1 the Settlement Administrator, Class Representative Enhancement Award to Plaintiff, and PAGA
2 Penalties, and as provided in Sections VIII, IX, XIV, XV, and XVII.

3 **Q. “PAGA Members”** means all current and former non-exempt and/or hourly-paid
4 employees who worked for Defendant in the State of California at any time during the PAGA
5 Period (collectively referred to as the “PAGA Members”).

6 **R. “PAGA Penalties”** means the amount of Ten Thousand Dollars and Zero Cents
7 (\$10,000.00) from the Gross Settlement Amount which will be allocated toward penalties under
8 the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, of which seventy-five
9 percent (75%) will be paid to the Labor and Workforce Development Agency (*i.e.*, the “LWDA
10 Payment”), and twenty-five percent (25%) will be distributed to the PAGA Members (*i.e.*, the
11 “Employee PAGA Amount”).

12 **S. “PAGA Period”** means the period from May 27, 2020, through the date of
13 preliminary approval of the Settlement by the Court.

14 **T. “PAGA Settlement”** means the settlement and release of Released PAGA Claims.

15 **U. “Participating Class Members”** means all Class Members who do not submit a
16 timely and valid Request for Exclusion.

17 **V. “Request for Exclusion”** means a written statement from a Class Member
18 requesting exclusion from the Class Settlement as provided in Section X(C) below.

19 **W. “Settlement”** means the disposition and agreement to resolve the Litigation.

20 **X. “Settlement Administrator”** means ILYM Group, Inc. (“ILYM”), the settlement
21 administrator selected by the Parties, which will be responsible for the administration of the Gross
22 Settlement Amount, as defined below, and all related matters. The Parties each represent that they
23 do not have any financial interest in the Settlement Administrator or otherwise have a relationship
24 with the Settlement Administrator that could create a conflict of interest.

25 **Y. “Workweeks”** means the number of weeks that a Class Member worked for
26 Defendant as a non-exempt and/or hourly-paid employee in California during the Class Period
27 (based on the number of workweeks in the Class List that Defendant provides to the Settlement
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1 Administrator). A Workweek includes any week in which a Class Member had a time worked
2 entry in Defendant's timekeeping system.

3 **II. BACKGROUND**

4 **A.** On February 26, 2021, Plaintiff filed the Class Action Complaint for Damages (the
5 "Class Action Complaint"), Case No. CGC-21-589757, in the San Francisco County Superior
6 Court. In the Complaint, Plaintiff alleges, *inter alia*, on behalf of himself and all others similarly
7 situated, that Defendant violated the following provisions of the California Labor Code: (1)
8 California Labor Code sections 510 and 1198 (failure to pay overtime); (2) California Labor Code
9 sections 226.7 and 512(a) (failure to provide compliant meal periods and associated premiums); (3)
10 California Labor Code section 226.7 (failure to provide rest periods and associated premiums); (4)
11 California Labor Code sections 1194, 1197, and 1197.1 (failure to pay minimum wages); (5)
12 California Labor Code sections 201-203 (failure to timely pay final wages); (6) California Labor
13 Code section 204 (failure to timely pay wages during employment); (7) California Labor Code
14 section 226(a) (failure to provide accurate wage statements); (8) California Labor Code section
15 1174(d) (failure to keep requisite payroll records); (9) California Labor Code sections 2800 and
16 2802 (failure to reimburse necessary business expenses); and (10) California Business &
17 Professions Code sections 17200, *et seq.* (unfair competition).

18 **B.** On May 27, 2021, Plaintiff sent a letter to the Labor and Workforce Development
19 Agency ("LWDA"), pursuant to California Labor Code section 2699.3, providing notice of his
20 intention to seek civil penalties under the Private Attorneys General Act, California Labor Code
21 sections 2698, *et seq.*, for Defendant's alleged violations of California Labor Code sections 201,
22 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
23 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001
24 and 5-2001 ("PAGA Notice").

25 **C.** On August 2, 2021, Plaintiff filed the Complaint for Enforcement Under the Private
26 Attorneys General Act, California Labor Code § 2698, *Et. Seq.* (the "PAGA Complaint"), Case No.
27 CGC-21-594249, in the San Francisco County Superior Court, alleging a single representative
28 cause of action under PAGA action against Defendant.

1 **D.** In order to facilitate a global settlement of the Class Action and the PAGA Action,
2 the Parties have agreed to allow Plaintiff to file a First Amended Class Action Complaint for
3 Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§
4 2698, *Et. Seq.*, in the Class Action to add an additional representative cause of action seeking civil
5 penalties pursuant to PAGA (the “First Amended Complaint”). A stipulation and proposed order
6 reflecting the Parties’ agreement regarding the filing of the First Amended Complaint shall be filed
7 with the Court on or before the date Plaintiff files his Motion for Preliminary Approval. Plaintiff
8 shall dismiss the PAGA Action without prejudice within 10 days of filing the First Amended
9 Complaint in the Class Action.

10 **E.** Class Counsel conducted extensive investigation, discovery, review and analysis of
11 data and documents, and evaluation concerning the claims set forth in the Litigation.

12 **F.** Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations
13 with Defendant concerning possible settlement of the claims asserted in the Litigation. These good
14 faith, arms-length negotiations resulted in settlement of the Litigation and are memorialized in this
15 Settlement Agreement after extensive negotiations about the terms and conditions of the
16 Settlement.

17 **G.** Class Counsel has conducted an investigation of the law and facts relating to the
18 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues
19 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the
20 Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation,
21 the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits
22 to be received by Plaintiff, the Class Members, the PAGA Members, and the State of California
23 pursuant to this Agreement, that a settlement with Defendant on the terms and conditions set forth
24 herein is fair, reasonable, adequate, and in the best interests of the Class, the PAGA Members, and
25 the State of California. Plaintiff, on his own behalf, on behalf of the Class, and as a private attorney
26 general on behalf of the State of California with respect to PAGA Members, has agreed to settle
27 the Litigation with Defendant on the terms set forth herein.

28 **H.** Defendant has concluded that, because of the substantial expense of defending

1 against the Litigation, the length of time necessary to resolve the issues presented herein, the
2 inconvenience involved, and the concomitant disruption to its business operations, it is in
3 Defendant's best interest to accept the terms of this Agreement. Defendant denies each of the
4 allegations and claims asserted against it in the Litigation. However, Defendant nevertheless
5 desires to settle the Litigation for the purpose of avoiding the burden, expense and uncertainty of
6 continuing litigation and for the purpose of putting to rest the controversies engendered by the
7 Litigation.

8 **I.** This Agreement is intended to and does effectuate the full, final, and complete
9 settlement of the allegations and claims set forth in Section II(A)-(D).

10 **III. JURISDICTION**

11 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
12 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
13 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
14 final approval of the Settlement and after the Court has ordered the entry of judgment, pursuant to
15 California Code of Civil Procedure Section 664.6, the Court shall retain jurisdiction of the
16 Litigation solely for the purpose of interpreting, implementing, and enforcing this Settlement
17 consistent with the terms set forth herein.

18 **IV. STIPULATION OF CLASS CERTIFICATION**

19 **A.** The Parties stipulate to the certification of the Class pursuant to California Code of
20 Civil Procedure Section 382 for purposes of settlement only. This stipulation is contingent upon
21 the preliminary and final approval of the Settlement, and the certification of the Class is only for
22 purposes of settlement. Should the Settlement not become final, the fact that the Parties were
23 willing to stipulate provisionally to class certification as part of the Settlement shall have no bearing
24 on, and shall not be admissible in connection with, the issue of whether a class should be certified
25 in a non-settlement context in the Litigation. Defendant expressly reserves the right to oppose class
26 certification and/or to bring a motion for determination that the alleged Class is not a proper class
27 should this Settlement be modified or reversed on appeal or otherwise not become final. In the
28 event that this Agreement is not approved by the Court or any appellate court, is terminated, or

1 otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited, or affected
2 in any way any claims, rights, or remedies in the Litigation, and Defendant will not be deemed to
3 have waived, limited, or affected in any way any of its objections or defenses in the Litigation.

4 **V. MOTION FOR PRELIMINARY APPROVAL**

5 **A.** Plaintiff will bring a motion before the Court for an order preliminarily approving
6 the Settlement including the Notice of Class Action Settlement (“Class Notice”), which is attached
7 hereto as Exhibit A, including certification of the Class for settlement purposes only.

8 **B.** The date that the Court enters an order granting preliminary approval of the
9 Settlement will be the “Preliminary Approval Date.”

10 **C.** Class Counsel will prepare the motion for preliminary approval of the Settlement
11 and will provide Defendant’s counsel the opportunity to review it and provide input before it is
12 filed. Defendant agrees that it will not oppose Plaintiff’s Motion for Preliminary Approval as long
13 as it is in conformity with the Settlement Agreement, nor shall it seek to delay the hearing on this
14 motion for more than thirty (30) days from the date selected by Plaintiff.

15 **VI. STATEMENT OF NO ADMISSION**

16 **A.** Defendant denies liability for any claim or cause of action asserted in the Class
17 Action Complaint, the PAGA Notice, and the PAGA Complaint. This Agreement does not
18 constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity,
19 or accuracy of any of the allegations or claims made against it in the Class Action Complaint, the
20 PAGA Notice, and/or the PAGA Complaint.

21 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
22 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
23 during the course of the negotiations leading to this Agreement or the Settlement, is intended by
24 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be
25 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
26 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
27 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
28 Parties agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or

1 any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported
2 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or
3 executive order, or any obligation or duty at law or in equity, or for any other purpose.
4 Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the
5 Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement
6 or any orders or judgments of the Court entered in connection with implementation of this
7 Agreement and/or the Settlement.

8 C. None of the documents produced or created by any party in connection with
9 settlement procedures constitutes, and is not intended to constitute, an admission by either Plaintiff
10 or Defendant regarding whether or not any violation of any federal, state, or local law, statute,
11 ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity has
12 occurred.

13 **VII. WAIVER, RELEASE, AND CONFIDENTIALITY**

14 **A. Release As to All Participating Class Members.**

15 Upon the Effective Date and payment of the third and final installment of the Gross
16 Settlement Amount as set forth in Section XII(C)(1) below, Plaintiff and all Participating Class
17 Members waive, release, and discharge Defendant, and its past, present and/or future, direct and/or
18 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
19 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
20 divisions, predecessors, successors, assigns, and joint venturers (collectively, "Released Parties")
21 from any and all wage-related claims that were alleged in or which could have been alleged in the
22 Class Action Complaint based on the factual allegations in the Class Action Complaint, arising
23 during the Class Period, including the following claims, under any legal theory of liability, for: (1)
24 alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and
25 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California
26 Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest
27 periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged
28 failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2,

1 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at
2 termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6)
3 alleged failure to pay all wages in a timely manner during employment pursuant to California Labor
4 Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage
5 statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged
6 failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and
7 the IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to
8 California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged
9 violations of California Business & Professions Code sections 17200, *et seq.* (collectively,
10 “Released Class Claims”).

11 **B. Release as to State of California and PAGA Members.**

12 Upon the Effective Date and payment of the third and final installment of the Gross
13 Settlement Amount as set forth in Section XII(C)(1) below, Plaintiff, the State of California, and
14 the PAGA Members waive, release, and discharge Released Parties from any and all claims,
15 actions, and causes of action for civil penalties under the Private Attorneys General Act, California
16 Labor Code sections 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations
17 and legal theories in the PAGA Notice and PAGA Complaint, for alleged violations of California
18 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197,
19 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter*
20 *alia*, Wage Orders 4-2001 and 5-2001 (collectively, “Released PAGA Claims”).

21 **C. General Release by Plaintiff Only.**

22 In addition to the releases made in Section VII(A)-(B), Plaintiff makes the following
23 additional release. Plaintiff releases the Released Parties from all claims, demands, rights,
24 liabilities and causes of action of every nature and description whatsoever, known or unknown,
25 asserted or that might have been asserted, whether in tort, contract, or for violation of any state or
26 federal statute, rule or regulation arising out of, relating to, or in connection with Plaintiff’s
27 relationship with Defendant as well as any and all acts or omissions by or on the part of Defendant,
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1 excluding only claims that, by law, may not be privately released. (The release set forth in this
2 Section VII(C) shall be referred to hereinafter as the “General Release.”)

3 With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective
4 Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent
5 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code,
6 or any other similar provision under federal or state law, which provides:

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

13 This release specifically excludes claims for unemployment insurance, disability, social security,
14 and workers’ compensation (with the exception of claims arising pursuant to California Labor Code
15 Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are
16 found hereafter to be other than or different from the facts now believed to be true, the release of
17 claims contained herein shall be effective as to all unknown claims.

18 In addition, Plaintiff certifies that this Agreement constitutes a knowing and voluntary
19 waiver of any and all rights or claims that exist or that Plaintiff has or may claim to have under the
20 Age Discrimination in Employment Act (“ADEA”) as amended by the Older Workers Benefit
21 Protection Act (29 USC Sections 621, *et seq.*). Plaintiff acknowledges that: (a) the consideration
22 provided pursuant to this Agreement is in addition to any consideration that he would otherwise be
23 entitled to receive, that (b) he has been and is hereby advised in writing to consult with an attorney
24 prior to signing this Agreement, that (c) he has been provided a full and ample opportunity to study
25 this Agreement, including a period of at least twenty-one (21) calendar days within which to
26 consider it, that (d) to the extent Plaintiff takes less than twenty-one (21) calendar days to consider
27 this Agreement prior to execution, Plaintiff acknowledges that he has had sufficient time to consider
28 this Agreement with his counsel, and that he expressly, voluntarily and knowingly waives any
additional time, and that (e) he is aware of his right to revoke this Agreement at any time within a
seven (7) day period following the date he executes the Agreement with respect to claims arising

1 under the ADEA as amended by the Older Workers Benefit Protection Act only. To be effective,
2 rescission must be in writing and delivered to Defendant via registered mail, addressed to counsel
3 for Defendant, Karen Rooney, at 1901 Avenue of the Stars, Suite 450, Los Angeles, California
4 90067-2328, within the applicable rescission period.

5 **VIII. MONETARY CONSIDERATION FOR SETTLEMENT**

6 As consideration for this Agreement, Defendant will make a payment that totals the Gross
7 Settlement Amount of \$175,000.00. The payment of the Gross Settlement Amount represents full
8 and complete settlement of this matter. The Gross Settlement Amount includes all Attorneys' Fees
9 and Litigation Costs, Settlement Administration Costs, Class Representative Enhancement Award,
10 and PAGA Penalties. The balance of the Gross Settlement Amount, after deduction of Attorneys'
11 Fees and Litigation Costs, Settlement Administration Costs, Class Representative Enhancement
12 Award, and PAGA Penalties, will be the Net Settlement Amount. Defendant's employer payroll
13 taxes and contributions in connection with the wages portion of the Settlement ("Employer Taxes")
14 shall be paid separately and in addition to the Gross Settlement Amount by the Settlement
15 Administrator for the benefit of Defendant.

16 **IX. SETTLEMENT ADMINISTRATOR**

17 Plaintiff and Defendant, through their respective counsel, have selected ILYM as the
18 Settlement Administrator to administer the Settlement, which includes but is not limited to,
19 distributing and responding to inquiries about the Class Notice, determining the timeliness, validity,
20 and/or completion of any objections, Requests for Exclusion, and/or Workweeks Disputes, and
21 calculating all amounts to be paid from the Net Settlement Amount. Charges and expenses of the
22 Settlement Administrator, estimated to be no more than \$10,000.00, will be paid from the Gross
23 Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the
24 allocated \$10,000.00 will be paid from the Gross Settlement Amount, subject to approval by the
25 Court. If the actual Administration Costs awarded are less than the amount provided herein, the
26 difference will be part of the Net Settlement Amount. The Parties agree that this Agreement may
27 be provided to the Settlement Administrator to effectuate its implementation of the settlement
28 procedures herein.

1 **X. NOTICE, OBJECTIONS, AND EXCLUSION RIGHTS**

2 **A. Notice to the Class.**

3 Plaintiff and Defendant, through their respective attorneys, have jointly prepared the Class
4 Notice, which in substance will be provided to the Class Members as follows:

5 **1.** As soon as practicable following preliminary approval of the Settlement, but
6 no later than fourteen (14) calendar days after the Preliminary Approval Date, Defendant will
7 provide to the Settlement Administrator the following information for each Class Member in a
8 Microsoft Excel spreadsheet: (1) full name; (2) last known home address; (3) last known telephone
9 number; (4) Social Security number; and (5) start and end dates of active employment as a non-
10 exempt employee of Defendant in the State of California (collectively, the “Class List”). Plaintiff’s
11 Counsel shall also receive a redacted Class List that shall only disclose an identification number
12 attributed to each Class Member and their associated dates of employment during the Class Period
13 and PAGA Period.

14 **2.** The Settlement Administrator shall run all the addresses provided through
15 the United States Postal Service NCOA database (which provides updated addresses for any
16 individual who has moved in the previous four years who has notified the U.S. Postal Service of a
17 forwarding address) to obtain current address information, and shall mail the Class Notice to the
18 Class Members via first-class U.S. Mail using the most current mailing address information
19 available, within seven (7) calendar days of the receipt of the Class List from Defendant.

20 **3.** The Class Notice will include information regarding the nature of the
21 Litigation; a summary of the terms of the Settlement; the definition of the Class; a statement that
22 the Court has preliminarily approved the Settlement; the nature and scope of the claims being
23 released; the procedure and time period for objecting to the Class Settlement, the date and location
24 of the Final Approval Hearing; information regarding the procedure for opting out of the Class
25 Settlement; the number of Workweeks credited to each Class Member and the procedure for
26 disputing the number of Workweeks credited; and the estimated Individual Settlement Payment for
27 each Class Member.

1 **4.** If a Class Notice is returned as undeliverable within thirty (30) calendar days
2 after the initial mailing, the Settlement Administrator will perform a skip trace in an attempt to
3 locate a more current address within three (3) business days of receipt of the returned mail. If the
4 Settlement Administrator is successful in locating an updated address, it will re-mail the Class
5 Notice to the Class Member as soon as possible. Further, any Class Notices returned with a
6 forwarding address to the Settlement Administrator before the Response Deadline shall be re-
7 mailed to the forwarding address affixed thereto.

8 **5.** Class Members will be given sixty (60) calendar days after the Class Notice
9 is initially mailed to the Class Members, to submit Workweeks Disputes, Requests for Exclusion,
10 and/or written objections (“Response Deadline”). With respect to any Class Notice that is re-
11 mailed, the Response Deadline will be extended an additional fifteen (15) calendar days from the
12 original Response Deadline.

13 **6.** No later than twenty-five (25) calendar days before the Final Approval
14 Hearing, the Settlement Administrator shall provide counsel for Defendant and Class Counsel with
15 a declaration attesting to the completion of the settlement notice administration process, including
16 the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices,
17 as well as the number of Workweeks Disputes, Requests for Exclusion, and objections received.

18 **B. Objections.**

19 Class Members who do not submit a Request for Exclusion may object to the Class
20 Settlement. To object to the Class Settlement, a Participating Class Member may send a written
21 objection to the Settlement Administrator or appear at the Final Approval Hearing with or without
22 submitting a written objection to the Class Settlement. The Participating Class Member may appear
23 personally or through an attorney, at his or her own expense, at the Final Approval Hearing to
24 present his or her objection directly to the Court. However, any attorney who will represent an
25 objector must file a notice of appearance with the Court and serve Class Counsel and Defendant’s
26 counsel no later than the Response Deadline. A written objection to the Class Settlement must: (1)
27 contain the case name and number of the Litigation; (2) contain the Participating Class Member’s
28 full name, address, telephone number, signature, and last four digits of his or her Social Security

1 number; (3) clearly state the grounds for the objection; (4) state whether the Participating Class
2 Member intends to appear at the Final Approval Hearing; and (5) be mailed to the Settlement
3 Administrator, postmarked no later than the Response Deadline. If a Class Member objects to the
4 Class Settlement, the Class Member will remain a Participating Class Member and if the Court
5 approves this Agreement, the Participating Class Member will be bound by the terms of the Class
6 Settlement in the same way and to the same extent as a Participating Class Member who does not
7 object to the Class Settlement. The date of mailing of the Class Notice to the objecting Participating
8 Class Member shall be conclusively determined according to the records of the Settlement
9 Administrator. The Court retains final authority with respect to the consideration and admissibility
10 of any objections to the Class Settlement from Participating Class Members. The Class Notice
11 shall contain instructions on how to object to the Class Settlement.

12 **C. Opportunity to Be Excluded from the Class Settlement and Defendant's Opt-**
13 **Out Threshold.**

14 **1.** In order for any Class Member to validly exclude himself or herself from the
15 Class Settlement (*i.e.*, to validly opt out of the Class Settlement), a Request for Exclusion must: (1)
16 contain the case name and number of the Litigation; (2) contain the Class Member's full name,
17 address, telephone number, and last four digits of his or her Social Security number; (3) be signed
18 by the Class Member or his or her authorized representative; (4) contain a clear statement that the
19 Class Member requests to be excluded from the Class Settlement; and (5) be sent to the Settlement
20 Administrator, postmarked no later than the Response Deadline. The Class Notice shall contain
21 instructions on how to opt out.

22 **2.** The date of the initial mailing of the Class Notice, and the date the signed
23 Request for Exclusion was postmarked, shall be conclusively determined according to the records
24 of the Settlement Administrator. Any Class Member who timely and validly submits a Request for
25 Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the Class
26 Settlement, and will not have any right to object, appeal, or comment thereon.

27 **3.** Any Class Member who does not submit a timely and valid Request for
28 Exclusion to the Settlement Administrator will be deemed bound by the Class Settlement in

1 accordance with this Settlement. All PAGA Members shall be bound by the PAGA Settlement
2 regardless of their decision to participate in the Class Settlement.

3 **4.** In the event that more than ten percent (10%) of the Class Members exercise
4 their right to exclude themselves and opt out of the Class Settlement, Defendant retains the
5 exclusive right, but not the obligation, to withdraw from and terminate the Settlement and return
6 all Parties back to their same position before the Settlement was reached and the Settlement
7 Agreement was entered into. In the event that Defendant exercises such rights under this Section,
8 Plaintiff and Defendant shall resume the Litigation. Defendant must notify Class Counsel and the
9 Court in writing of such a decision to withdraw and terminate the Settlement no later than five (5)
10 business days after receiving written notice from the Settlement Administrator that the number of
11 opt outs exceed 10% of the Class. In the event of Defendant's withdrawal, no Party may use the
12 fact that the Parties agreed to the Settlement for any reason, and Defendant shall pay all
13 administration expenses incurred through the date of its termination of the Settlement.

14 **D. Cooperation.**

15 The Parties and their respective counsel agree not to encourage members of the Class to opt
16 out of the Class Settlement or to object to the Class Settlement, directly or indirectly, through any
17 means. However, if a Class Member contacts Class Counsel, Class Counsel may discuss the terms
18 of the Settlement and the Class Member's options with respect to the Settlement.

19 **XI. WORKWEEKS DISPUTE PROCEDURE**

20 **A.** If a Participating Class Member and/or PAGA Member disputes the number of
21 Workweeks credited to him or her for the Class Period and/or PAGA Period, which will be set forth
22 in the Class Notice, he or she must submit a written dispute ("Workweeks Dispute") that: (1)
23 contains the case name and number of the Litigation; (2) contains the Participating Class Member
24 and/or PAGA Member's full name, address, telephone number, signature, and last four digits of his
25 or her Social Security number; (3) contains a statement setting forth the number of Workweeks
26 during the Class Period and/or PAGA Period that he or she contends is correct and attaches any
27 relevant documentation in support thereof; and (4) is submitted to the Settlement Administrator by
28 mail, postmarked no later than the Response Deadline. If a Participating Class Member and/or

1 PAGA Member does not dispute his or her number of Workweeks, the number of Workweeks set
2 forth in the Class Notice will govern the Individual Settlement Payment to the Participating Class
3 Member and/or the Individual PAGA Payment to the PAGA Member, and such individual need
4 not take further action to participate in the Settlement.

5 **B.** Upon timely receipt of any such challenge, the Settlement Administrator, in
6 consultation with Class Counsel and counsel for Defendant, will review the pertinent records
7 showing the dates the Participating Class Member and/or PAGA Member worked for Defendant in
8 California and the number of Workweeks worked, which records Defendant agrees to make
9 available to the Settlement Administrator and Class Counsel.

10 **C.** After consulting with Class Counsel and counsel for Defendant, the Settlement
11 Administrator shall compute the number of Workweeks to be used in computing the Participating
12 Class Member's *pro rata* share of the Net Settlement Amount and/or the PAGA Member's *pro rata*
13 share of the Employee PAGA Amount. In the event that there is a disparity between the number
14 of Workweeks a Participating Class Member claims he or she worked during the Class Period
15 and/or the number of Workweeks a PAGA Member claims he or she worked during the PAGA
16 Period and the number of Workweeks indicated by Defendant's records, Defendant's records will
17 control unless inconsistent with records provided by the Participating Class Member and/or PAGA
18 Member (or bona fide copies thereof), in which case the records provided by the Participating Class
19 Member and/or PAGA Member will control. The Settlement Administrator's decision as to the
20 number of Workweeks to be credited to a Participating Class Member and/or PAGA Member shall
21 be final and non-appealable. The Settlement Administrator shall send written notice of the decision
22 on any such dispute to the Participating Class Member and/or PAGA Member, to Class Counsel,
23 and counsel for Defendant within ten (10) calendar days of receipt of the Workweeks Dispute.

24 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

25 **A. Formula for Calculating Individual Settlement Payments.**

26 Participating Class Members will receive a lump sum payment as good and valuable
27 consideration for the waiver and release of Released Class Claims set forth in Section VII(A),
28 above, in an amount determined by the Settlement Administrator in accordance with the provisions

1 of this Agreement. Each Participating Class Member's Individual Settlement Payment will be
2 determined as follows:

3 1. The Settlement Administrator will calculate the total Workweeks worked by
4 the Class Members during the Class Period based on the information provided by Defendant in the
5 Class List.

6 2. The value of each Workweek shall be determined by the Settlement
7 Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all
8 Participating Class Members ("Class Workweek Value").

9 3. Each Participating Class Member's individual Workweeks will be multiplied
10 by the Class Workweek Value to arrive at his or her Individual Settlement Payment. Individual
11 Settlement Payments for each Participating Class Member will be reduced by any required legal
12 deductions for the employee's share of taxes and withholdings on the wages portion of the
13 Individual Settlement Payments.

14 **B. Formula for Calculating Individual PAGA Payments.**

15 PAGA Members will receive a lump sum payment as good and valuable consideration for
16 the waiver and release of Released PAGA Claims set forth in Section VII(B), above, in an amount
17 determined by the Settlement Administrator in accordance with the provisions of this Agreement.
18 Each PAGA Member's Individual PAGA Payment will be determined as follows:

19 1. The Settlement Administrator will calculate the total Workweeks worked by
20 the PAGA Members during the PAGA Period ("PAGA Workweeks") based on the information
21 provided by Defendant in the Class List.

22 2. The value of each PAGA Workweek shall be determined by the Settlement
23 Administrator by dividing the Employee PAGA Amount by the total number of PAGA Workweeks
24 of all PAGA Members ("PAGA Workweek Point Value").

25 3. Each PAGA Member's individual PAGA Workweeks will be multiplied by
26 the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment.

1 **C. Funding of Settlement.**

2 **1.** Defendant shall fund the Gross Settlement Amount in three equal
3 installments. On July 31, 2024, or thirty (30) days after the court’s final approval of the Settlement,
4 whichever date is later (the “Initial Funding Date”), Defendant will make an initial deposit (the
5 “First Installment”) of one-third of the Gross Settlement Amount into an interest-bearing account
6 established by the Settlement Administrator for administration of the Settlement. One year after
7 the Initial Funding Date (the “Second Funding Date”), Defendant will make a second deposit (the
8 “Second Installment”) of one-third of the Gross Settlement Amount into the account established by
9 the Settlement Administrator for administration of the Settlement. One year after the Second
10 Funding Date (the “Third Funding Date”) Defendant shall deposit a third and final payment (the
11 “Third Installment”) of one-third of the Gross Settlement Amount into the account established by
12 the Settlement Administrator for administration of the Settlement. Should Defendant fail to fund
13 the Gross Settlement Amount within the deadlines to do so pursuant to this paragraph, Plaintiff,
14 after providing notice to Defendant and to Defendant’s Counsel, and a cure period of 35 days, may
15 apply ex parte or move by regularly scheduled motion to have the Stipulation for Entry of Judgment
16 attached hereto as Exhibit B made and entered in this case in favor of Plaintiff, the Participating
17 Class Members, and PAGA Members against Defendant in the amount of One Hundred Seventy-
18 Five Thousand Dollars (\$175,000.00), less any amounts already paid pursuant to the Settlement
19 Agreement, plus pre-judgment interest on the amount due at the legal rate, post-judgment interest
20 at the legal rate, and attorneys’ fees and costs incurred in the enforcement and collection of the
21 Judgment. In the alternative, Plaintiff may move by regularly scheduled motion to vacate the Final
22 Approval Order and Judgment previously entered by the Court.

23 **2.** The Settlement Administrator will distribute funds as follows in the following
24 order of priority:

25 **i.** Within fourteen (14) calendar days of the Initial Funding Date, any
26 available funds shall be distributed by the Settlement Administrator in the following order of
27 priority: (1) payment of the Employee PAGA Amount to PAGA Group Members; (2) payment to
28 Plaintiff of the Court-approved Enhancement Payment; (3) payment to the LWDA of the LWDA

1 Payment; and (4) payment of one-half of the Settlement Administration Costs to the Settlement
2 Administrator (to the extent available). Any funds remaining after this distribution shall be retained
3 in the account established by the Settlement Administrator to be distributed after the Second Funding
4 Date.

5 **ii.** Within fourteen (14) calendar days of the Second Funding Date, the
6 Settlement Administrator shall distribute the funds as follows: (1) the Individual Settlement
7 Payments to Participating Class Members; (2) remaining payment of one-half of the Settlement
8 Administration Costs to the Settlement Administrator; and (3) payment of Court-approved Litigation
9 Costs to Class Counsel (to the extent available). Any funds remaining after this distribution shall
10 be retained in the account established by the Settlement Administrator to be distributed after the
11 Third Funding Date.

12 **iii.** Within fourteen (14) calendar days of the Third Funding Date, the
13 Settlement Administrator shall distribute the remaining funds to Class Counsel for Court-approved
14 Attorneys' Fees.

15 **3.** If an Individual Settlement Payment and/or Individual PAGA Payment
16 check is returned to the Settlement Administrator as undeliverable within thirty (30) calendar days
17 of the mailing of the check, the Settlement Administrator shall promptly attempt to obtain a valid
18 mailing address by performing a skip trace search and, if another address is identified, shall mail the
19 check to the newly identified address.

20 **4.** Any checks issued by the Settlement Administrator to Participating Class
21 Members and PAGA Members will be valid and negotiable for one hundred and eighty (180) days
22 after issuance, and thereafter, the checks will be cancelled. The funds remaining and associated with
23 cancelled Individual Settlement Payment and/or Individual PAGA Payment checks shall be
24 forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law,
25 California Civil Code §§ 1500, *et seq.*, to be held in trust for those Participating Class Members and
26 PAGA Members who did not timely cash their Settlement checks. The Parties agree that this
27 disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as all
28 payments to the Participating Class Members and PAGA Members will be paid out, whether or not

1 these individuals cash their Settlement checks.

2 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

3 The amounts paid under this Agreement do not represent a modification of any previously
4 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
5 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or
6 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant's
7 policies or bonus programs. Any payments made under the terms of this Settlement shall not be
8 applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other
9 form of compensation for the purposes of Defendant's benefit plans, policy, or bonus program.
10 Defendant retains the right to modify the language of its benefit plans, policies, and bonus programs
11 to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for
12 "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by
13 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or
14 any other purpose, and that additional contributions or benefits are not required by this Settlement.

15 **XIV. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

16 Defendant shall not oppose an application by Class Counsel for an amount of up to thirty-
17 five percent (35%) of the Gross Settlement Amount (*i.e.*, \$61,250.00) for all past and future
18 attorneys' fees necessary to prosecute, settle, and administer the Litigation and this Settlement.
19 Additionally, Defendant shall not oppose an application by Class Counsel for an amount of up to
20 Twenty Thousand Dollars and Zero Cents (\$20,000.00) for all past and future litigation costs and
21 expenses necessary to prosecute, settle, and administer the Litigation and the Settlement, assuming
22 Class Counsel submits documentation for all past and future costs and expenses to the Court in
23 connection with seeking final approval of the Settlement. Any Attorneys' Fees or Litigation Costs
24 awarded to Class Counsel by the Court as part of the Settlement shall be deducted from the Gross
25 Settlement Amount for the purpose of determining the Net Settlement Amount. The "future" aspect
26 of these amounts includes, without limitation, all time and expenses expended by Class Counsel in
27 implementing the Settlement and securing preliminary and final approval (including any appeals
28 therein). There will be no additional consideration paid by Defendant for such work; although such

1 work may cause Class Counsel's lodestar to increase, Class Counsel will be limited to the
2 Attorneys' Fees and Litigation Costs provided for under the Settlement. The Attorneys' Fees and
3 Litigation Costs shall include all attorneys' fees, litigation costs, and expenses for which Plaintiff
4 and Class Counsel could claim under any legal theory whatsoever with respect to the Litigation.
5 Should the Court approve a lesser percentage or amount of Attorneys' Fees and/or Litigation Costs
6 than the amount that Class Counsel ultimately seeks, then any such unapproved portion or portions
7 shall be part of the Net Settlement Amount to be distributed to Participating Class Members on a
8 *pro rata* basis.

9 **XV. CLASS REPRESENTATIVE ENHANCEMENT AWARD TO PLAINTIFF**

10 Defendant shall not oppose an application by Plaintiff, and Plaintiff shall not seek or receive
11 an amount in excess of \$7,500.00 for his participation in and assistance with the Litigation. Any
12 Class Representative Enhancement Award awarded to Plaintiff by the Court as part of the
13 Settlement shall be deducted from the Gross Settlement Amount for the purpose of determining the
14 Net Settlement Amount, and shall be reported on an IRS Form 1099. If the Court approves a Class
15 Representative Enhancement Award of less than \$7,500.00 to Plaintiff, then the unapproved portion
16 or portions shall be part of the Net Settlement Amount to be distributed to Participating Class
17 Members on a *pro rata* basis.

18 **XVI. TAXATION AND ALLOCATION**

19 **A.** The Parties agree that all employees' share of employment taxes and other legally
20 required withholdings will be withheld from payments to the Participating Class Members and
21 Plaintiff based on the Parties' stipulated allocation of the Net Settlement Amount as provided for
22 in this Section.

23 **B.** In Defendant's sole discretion, and to which Plaintiff and Class Counsel do not
24 object, the amount of federal income tax withholding will be based upon a flat withholding rate for
25 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
26 supplemented. Income tax withholdings will also be made pursuant to applicable state and/or local
27 withholding codes or regulations.
28

1 C. For withholding tax characterization purposes and payment of taxes, the Individual
2 Settlement Payments to Participating Class Members shall be deemed ten percent (10%) wages and
3 ninety percent (90%) penalties, interest, and non-wage damages.

4 D. For withholding tax characterization purposes and payment of taxes, the Individual
5 PAGA Payments to PAGA Members shall be deemed one hundred percent (100%) penalties.

6 E. Forms W-2 and/or Forms 1099 documenting all payments described in this
7 Agreement will be distributed at times and in the manner required by the Internal Revenue Code of
8 1986 (the "Code") and consistent with this Agreement, by the Settlement Administrator. If the
9 Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date
10 of this Agreement, the processes set forth in this Section may be modified in a manner to bring
11 Defendant into compliance with any such changes.

12 F. The employer's share of payroll taxes and contributions on the wages portion of
13 Individual Settlement Payments ("Employer Payroll Taxes") will be paid by the Settlement
14 Administrator on behalf of Defendant in addition to and not as a deduction from the Gross
15 Settlement Amount. Defendant will deposit \$1,000.00 with the Settlement Administrator for
16 Employer Payroll Taxes on or before the Second Funding Date. The Settlement Administrator
17 shall be responsible for calculating the Employer Payroll Taxes and for remitting and reporting
18 them to the tax authorities. The Settlement Administrator will refund any portion of the \$1,000.00
19 that is not used for Employer Payroll Taxes to Defendant. In the event the amount of Employer
20 Payroll Taxes calculated by the Settlement Administrator is expected to exceed \$1,000.00, the
21 Settlement Administrator shall provide an accounting of the same to Defendant and Defendant shall
22 be responsible for paying any additional amounts due for Employer Payroll Taxes to the Settlement
23 Administrator who will then be responsible for remitting and reporting them to the taxing
24 authorities.

25 **XVII. PAGA ALLOCATION**

26 In order to implement the terms of this Settlement and to settle claims alleged under the
27 Private Attorneys General Act, California Labor Code sections 2698 *et seq.*, the Parties agree to
28 allocate Ten Thousand Dollars and Zero Cents (\$10,000.00) from the Gross Settlement Amount as

1 PAGA Penalties. Seventy-five percent (75%) of the PAGA Penalties (*i.e.*, \$7,500.00) will be
2 distributed to the LWDA, and twenty-five percent (25%) of the PAGA Penalties (*i.e.*, \$2,500.00)
3 will be distributed on a *pro-rata* basis to the PAGA Members. Plaintiff's Counsel will provide
4 notice to the LWDA of the fact that the Settlement has been approved by the Court along with a
5 copy of the Final Approval Order through the appropriate LWDA/DIR website. PAGA Members
6 will be issued their Individual PAGA Payments regardless of their decision to opt-out of the Class
7 Settlement.

8 **XVIII. COURT APPROVAL**

9 **A.** This Agreement and the Settlement is contingent upon final approval by the Court
10 and entry of judgment. Plaintiff and Defendant agree to take all steps as may be reasonably
11 necessary to secure both preliminary approval and final approval of the Settlement, to the extent
12 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
13 in obtaining approval by the Court, and, if necessary, appellate approval, of the Settlement in all
14 respects. Plaintiff and Defendant expressly agree that they will not file any objection to the terms
15 of the Settlement or assist or encourage any person or entity to file any such objection.

16 **B.** In the event it becomes impossible to secure approval of the Settlement, the Parties
17 shall be restored to their respective positions in the Litigation, as of the date on which the Settlement
18 was reached, except as otherwise provided in Section XIX, below.

19 **XIX. MISCELLANEOUS PROVISIONS**

20 **A. Interim Stay of Litigation.**

21 Plaintiff and Defendant agree to the stay of all proceedings in the Litigation, including with
22 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary
23 to implement and complete the Settlement, pending final approval of the Settlement by the Court.

24 **B. Interpretation of the Agreement.**

25 This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except
26 as expressly provided herein, this Agreement has not been executed in reliance upon any other
27 written or oral representations or terms, and no such extrinsic oral or written representations or
28 terms shall modify, vary from or contradict its terms. In entering into this Agreement, the Parties

1 agree that this Agreement is to be construed according to its terms and may not be varied or
2 contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws
3 of the State of California, both in its procedural and substantive aspects, without regard to its
4 conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject
5 matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California
6 for the County of San Francisco, and Plaintiff and Defendant hereby consent to the personal
7 jurisdiction of the Court over them solely in connection therewith. Plaintiff, on his own behalf, on
8 behalf of the Class, and on behalf of the State of California pursuant to PAGA, and Defendant
9 participated in the negotiation and drafting of this Agreement and had available to them the advice
10 and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any
11 ambiguity in this Agreement should be construed against the other. The terms and conditions of
12 this Agreement constitute the exclusive and final understanding and expression of all agreements
13 between Plaintiff and Defendant with respect to the Settlement.

14 **C. Further Cooperation.**

15 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare
16 and execute all documents, to seek the necessary approvals from the Court, and to do all things
17 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

18 **D. Confidentiality of Documents and Information.**

19 Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality
20 of all documents and other information obtained in the Litigation that were specifically designated
21 as confidential at the time they were produced (formally or informally) in the Litigation, unless
22 ordered to be disclosed by the Court or by a subpoena.

23 **E. Counterparts.**

24 The Agreement may be executed in one or more actual or non-original counterparts, either
25 through a physical original, facsimile, electronic, or e-mail signature, all of which will be
26 considered one and the same instrument and all of which will be considered duplicate originals.
27
28

1 **F. Authority.**

2 Each individual signing below warrants that he or she has the authority to execute this
3 Agreement on behalf of the Party for whom or which that individual signs.

4 **G. No Third-Party Beneficiaries.**

5 Plaintiff, Participating Class Members, PAGA Members, the LWDA, Defendant, and
6 Released Parties are intended beneficiaries of this Agreement, and there are no other third-party
7 beneficiaries.

8 **H. Modification.**

9 Before this Agreement has been submitted to the Court in connection with seeking
10 preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a
11 writing signed by the Parties. After this Agreement has been submitted to the Court in connection
12 with seeking preliminary approval of the Settlement, it may not be changed, altered, or modified,
13 except in a writing signed by the counsel for the Parties, subject to approval by the Court.
14 Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated in this
15 Agreement may be modified by agreement of counsel for the Parties in writing without approval
16 by the Court if the Parties agree and cause exists for such modification. This Agreement may not
17 be discharged except by performance in accordance with its terms or by a writing signed by the
18 Parties.

19 **I. Deadlines Falling on Weekends or Holidays.**

20 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
21 legal holiday, that deadline shall be continued until the following business day.

22 **J. California Law Governs.**

23 All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted
24 according to the laws of the State of California.

25 **K. Severability.**

26 In the event that any one or more of the provisions contained in this Agreement shall for
27 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
28 unenforceability shall in no way affect any other provision if Defendant's counsel and Class

Counsel, on behalf of the Parties, the Class, State of California, and PAGA Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

L. Binding on Successors and Assigns.

This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

M. Waiver.

No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

N. Representation by Counsel.

The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

O. Binding Agreement.

The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

IT IS SO AGREED:

Date: 01/24/2024


[William Garcia \(Jan 24, 2024 16:49 PST\)](#)
William Garcia, Plaintiff

Date: _____

Rubylin, Inc., Defendant
Name:
Position:

Counsel, on behalf of the Parties, the Class, State of California, and PAGA Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

L. Binding on Successors and Assigns.

This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

M. Waiver.

No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

N. Representation by Counsel.

The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

O. Binding Agreement.

The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

IT IS SO AGREED:

Date: _____

William Garcia, Plaintiff

Date: 01/24/2024

Vivian Fuentebella Sanchez

Rubylife, Inc., Defendant

Name: VIVIAN FUENTE BELL A SANCHEZ

Position: CEO

1 **APPROVED AS TO FORM:**

2 Date: January 24, 2024

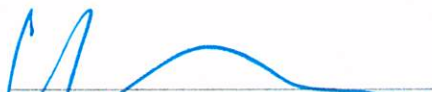
PARKER & MINNE, LLP

3
4 
5 Jill J. Parker

6 Attorneys for Plaintiff William Garcia and
7 Proposed Class Counsel

8 Date: 1/24/24

Karen Rooney Law

9
10 
11 Karen A. Rooney

12 Attorneys for Defendant Rubylin, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

William Garcia v. Rubylin, Inc.

Superior Court of the State of California for the County of San Francisco, Case No. CGC-21-589757

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this Notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in a class and representative action that is pending in the Superior Court for the County of San Francisco. The lawsuit was filed by a former employee, William Garcia (“Plaintiff”) against Rubylin, Inc. (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”), entitled *William Garcia v. Rubylin, Inc.*, San Francisco Superior Court Case No. CGC-21-589757 (the “Lawsuit”).

In the Lawsuit, Plaintiff seeks to represent all current and former non-exempt and/or hourly-paid employees employed by Defendant in the State of California at any time during the period from February 26, 2017 to May 22, 2023 (“Class Members”); and (2) all current and former non-exempt and/or hourly-paid employees employed by Defendant in the State of California at any time during the period from May 27, 2020 to [Date of Preliminary Approval] (“PAGA Members”).

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

The Court granted preliminary approval of the Parties’ settlement on [Date], and has scheduled a hearing on [Date] at [Time] (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?	
DO NOTHING	Receive an Individual Settlement Payment and an Individual PAGA Payment (if eligible). By doing nothing, you will receive an Individual Settlement Payment, and, if eligible, an Individual PAGA Payment. However, you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	Exclude Yourself from the Class Settlement and Receive No Individual Settlement Payment. If eligible, you will still receive an Individual PAGA Payment because you cannot exclude yourself from the PAGA Settlement. You may opt-out of the Class Settlement by submitting a signed Request for Exclusion (see Section 9(B) below) that must be postmarked no later than [Response Deadline]. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Class Settlement and you will not be bound by the release of class claims provided under the Settlement. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members who must give up their rights to pursue Released PAGA Claims (see Section 8 below).
OBJECT TO THE CLASS SETTLEMENT	Object to the Class Settlement. You cannot object to the PAGA Settlement. If you choose to participate in the Class Settlement, you may submit an objection to the Class Settlement. To object, you can submit an objection (see Section 9(C) below) to the Settlement Administrator no later than [Response Deadline], or you can appear at the Final Approval Hearing and state any objections to the Class Settlement. If the Court overrules your objection, you will receive an Individual Settlement Payment, and you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.

2. WHY DID I GET THIS NOTICE?

Defendant's records show that you were employed by Defendant in California at some point during the period from February 26, 2017 to May 22, 2023 (the "Class Period"). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides whether to approve it. This notice explains what the Lawsuit is about, the terms of the Settlement, and your rights.

3. WHAT IS THIS LAWSUIT ABOUT?

On February 26, 2021, Plaintiff filed a Class Action Complaint for Damages (the "Class Action Complaint") in the Superior Court for the County of San Francisco, Case No. CGC-21-589757. Plaintiff alleged that Defendant failed to pay all wages due, including overtime wages, meal period premiums, rest period premiums, and minimum wages; failed to timely pay wages during employment and upon termination; failed to issue compliant wage statements; failed to maintain accurate payroll records; failed to reimburse all necessary business expenses; and engaged in unfair business practices. In his Class Action Complaint, Plaintiff sought to represent a class of all current and former non-exempt and/or hourly-paid employees who worked for Defendant in the State of California at any time during the period from February 26, 2017 to final judgment. On May 27, 2021, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that he contends were violated ("PAGA Notice"). On August 2, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, et seq. (the "PAGA Complaint") in the Superior Court for the County of San Francisco, Case No. CGC-21-594249. On [REDACTED], Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, Et Seq. in the Class Action, thereby consolidating the claims in the Class Action Complaint and PAGA Complaint (the "First Amended Complaint").

Defendant denies all of the material allegations in the First Amended Complaint and asserted numerous affirmative defenses.

4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiff's Lawsuit. There has been no trial. However, to avoid additional expense and the risks of continued litigation, Plaintiff and Defendant have concluded that it is in their respective best interests and the interest of the Class Members and PAGA Members to settle the Lawsuit on the terms summarized in this Notice.

The Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit. Plaintiff, Class Counsel, and Defendant all support this Settlement due to, among other things, Defendant's potential defenses to liability, the inherent risk associated with a trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Class Members and PAGA Members under the Settlement.

5. SUMMARY OF THE SETTLEMENT

Defendant has agreed to pay a settlement amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to the 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) Class Representative Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00); (2) PAGA Penalties in an amount not to exceed Ten Thousand Dollars (\$10,000.00); (3) Attorneys' Fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$61,250.00); (4) Litigation Costs in an amount not to exceed Twenty Thousand Dollars (\$20,000.00); and (5) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

Ten Thousand Dollars (\$10,000.00) of the Gross Settlement Amount has been allocated towards penalties under the PAGA ("PAGA Penalties"), of which 75% will be allocated to the LWDA ("LWDA Payment"), and the remaining 25% will be allocated to the PAGA Members ("Employee PAGA Amount").

Class Members are eligible to receive payment of their pro rata share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks that each Class Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee in the State of California and worked at least one day at any time during the Class Period ("Workweeks").

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Class Workweek Value” and multiplied each Class Member’s individual Workweeks by the Estimated Class Workweek Value to yield the estimated Individual Settlement Payment that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Workweeks of all Class Members who did not submit a valid and timely Request for Exclusion (“Participating Class Members”) to yield his or her Individual Settlement Payment, which shall be paid from the Net Settlement Amount, less applicable employee-side tax withholdings.

Each Individual Settlement Payment will be allocated ten percent (10%) to wages, which will be reported on an IRS Form W2, and ninety percent (90%) to penalties and interest, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payments, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Payment net of these taxes and withholdings). The employer’s share of taxes on the wage portion of Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount. The Individual PAGA Payments are characterized as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

If the Court grants final approval of the Settlement, Defendant will fund the Gross Settlement Amount over the course of three years by way of three (3) installments. The payments to PAGA Members and Participating Class Members will be made out of the first two payments. The first installment payment will be made on July 31, 2024, or thirty (30) days after the Court finally approves the Settlement, whichever date is later. Individual PAGA Payments will be issued to PAGA Members approximately fourteen (14) days after Defendant makes this first installment payment, and Individual Settlement Payments will be issued to Participating Class Members approximately fourteen (14) days after Defendant makes the second installment payment. The second installment payment will be made approximately one year after the first installment payment.

6. YOUR WORKWEEKS BASED ON DEFENDANT’S RECORDS

According to Defendant’s records, during the period **from February 26, 2017 to May 22, 2023 (i.e., the Class Period)** you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [REDACTED] Workweeks.

According to Defendant’s records, during the period **from May 27, 2020 to [Date of Preliminary Approval]** (i.e., the **PAGA Period**) you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you in this Notice, you must submit a written, signed challenge (“Workweeks Dispute”) to the Settlement Administrator. The Workweeks Dispute must contain: (1) the case name and number of the Lawsuit (*Garcia v. Rubylin, Inc.*, Case No. CGC-21-589757); (2) your full name, address, telephone number, signature, and last four digits of your Social Security number; and (3) a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and any relevant documentation in support thereof. The Workweeks Dispute must be submitted to the Settlement Administrator by mail, postmarked no later than [Response Deadline].

7. WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT?

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

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

Your Individual Settlement Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

8. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?

If the Court approves the Settlement, the Court will enter a judgment and the Settlement Agreement will bind all Participating Class Members (i.e., Class Members who have not submitted a timely and valid Request for Exclusion) as well as all PAGA Members. This will bar all Participating Class Members and PAGA Members from bringing certain claims against Defendant.

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members waive, release, and discharge Released Parties of any and all Released Class Claims. “Released Class Claims” means any and all wage-related claims that were alleged in or which could have been alleged in the First Amended Complaint based on the factual allegations in the First Amended Complaint, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, et seq.

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff, the State of California, and PAGA Members waive, release, and discharge Released Parties of any and all Released PAGA Claims. “Released PAGA Claims” means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code sections 2698, et seq., arising during the PAGA Period, based on the factual allegations and legal theories in the PAGA Notice and First Amended Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001.

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

The information provided in this Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a class member if you do not submit a Request for Exclusion, are set forth fully in the Settlement Agreement that is on file with the Court. If the Court does not approve the Settlement, or the Settlement does not become final for some other reason, the litigation against Defendant will continue.

9. WHAT ARE MY RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. PARTICIPATE IN THE SETTLEMENT

If you wish to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and will be issued your Individual Settlement Payment and Individual PAGA Payment (if eligible). If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based thereon, and you will release all of the claims described in Section 8 above. As a Participating Class Member, you will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys’ fees and expenses.

B. EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement because you wish to pursue a separate lawsuit against Defendant for the claims asserted in this Lawsuit, or if you do not wish to participate in the Settlement for other reasons, you must submit a signed Request for Exclusion to the Settlement Administrator asking to exclude yourself from the Settlement. The Request for Exclusion must: (1) contain the case name and number of the Lawsuit (*Garcia v. Rubylin, Inc.*, Case No. CGC-21-589757); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the following address:

[Name of Settlement Administrator]
[Mailing Address]

Requests for Exclusion that are postmarked after [Response Deadline] will not be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section 8 above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 8 above, as well as any judgment that may be entered by the Court based thereon.

Class Members will receive their share of the PAGA payment, regardless of whether they opt out of being a Class Member.

C. OBJECT TO THE CLASS SETTLEMENT

If you do not think the Class Settlement is fair, you can object to the Class Settlement and tell the Court you do not agree with the Class Settlement or some part of it if you have not submitted a Request for Exclusion from the Class Settlement. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. To be valid, a written objection must: (1) contain the case name and number of the Lawsuit (*Garcia v. Rubylin, Inc.*, Case No. CGC-21-589757); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for the objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the address listed in Section 9(B).

10. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [Date] at [Time] in Department 610 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, California 94102 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel and the Class Representative Enhancement Award. The hearing may be postponed without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

11. WHAT IF I HAVE QUESTIONS?

For further information about this case, you may contact Class Counsel or the Settlement Administrator. Class Counsel's contact information is as follows:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

Telephone: (818) 265-1020

Jill J. Parker, Esq.
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017

Telephone: (310) 882-6833

The contact information for the Settlement Administrator is as follows:

[Name of Settlement Administrator]

[Mailing Address]

[Telephone Number]

DO NOT CONTACT THE COURT, DEFENDANT, OR DEFENDANT'S ATTORNEYS ABOUT THIS NOTICE.

EXHIBIT B

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Jill J. Parker (State Bar No. 274230)
jill@parkermminne.com
S. Emi Minne (State Bar No. 253179)
emi@parkermminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiff

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

WILLIAM GARCIA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

RUBYLIN, INC., a California corporation;
MAX'S RESTAURANT, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CGC-21-589757

Honorable Anne-Christine Massullo
Department 610

CLASS ACTION

**STIPULATION FOR ENTRY OF
JUDGMENT OR IN THE
ALTERNATIVE TO VACATE FINAL
APPROVAL ORDER AND
JUDGMENT**

Complaint Filed: February 26, 2021
Jury Trial Date: None Set

**STIPULATION FOR ENTRY OF JUDGMENT OR IN THE ALTERNATIVE
TO VACATE FINAL APPROVAL ORDER AND JUDGMENT**

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WHEREAS, on February 26, 2021, Plaintiff filed a wage-and-hour Class Action Complaint for Damages in the Superior Court for the County of San Francisco, captioned *William Garcia v. Rubylin Inc., et al.*, Case No. CGC-21-589757 (the “Class Action”) against Rubylin, Inc. and Max’s Restaurant;

WHEREAS, on August 2, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., in the Superior Court for the County of San Francisco, captioned *William Garcia v. Rubylin Inc., et al.*, Case No. CGC-21-594249 (the “PAGA Action”) against Rubylin, Inc. and Max’s Restaurant;

WHEREAS, on May 23, 2022, all claims against defendant Max's Restaurant were dismissed without prejudice at Plaintiff's request in the PAGA Action;

WHEREAS, pursuant to the Settlement Agreement, and subject to court-approval, Defendant shall pay a Total Settlement Amount of One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00) in three equal installments in accordance with the terms of the Settlement Agreement;

WHEREAS, in the event that Defendant defaults on any installment due under the

1 Settlement Agreement, Plaintiff or his counsel shall concurrently send a Notice of Default by
2 U.S. Certified Mail, return receipt requested, to Defendant's corporate headquarters, located at
3 1155 El Camino Real, South San Francisco CA 94080 to the attention of Vivian F
4 Sanchez/Rubylin Inc., and separately to Karen Rooney Law, 1901 Avenue of the Stars, Suite
5 450, Los Angeles, CA 90067, to the attention of Defendant's counsel, Karen A. Rooney. If for
6 any reason Ms. Rooney is no longer representing Defendant at the time the Notice of Default is
7 issued, this shall not be grounds to invalidate the issuance of the Notice of Default. Defendant
8 may notify Plaintiff of a change of address for Defendant's corporate headquarters or of a change
9 in its attorney by providing written notice to Plaintiff's counsel, sent by certified mail, as
10 follows: Parker & Minne, LLP at 700 S. Flower Street, Suite 1000, Los Angeles, California
11 90017 (attention Jill J. Parker) and separately to Lawyers *for* Justice at 410 Arden Avenue, Suite
12 203, Glendale, California 91203 (attention Edwin Aiwazian). Defendant shall have thirty-five
13 (35) days from the date of the mailing of the Notice of Default to cure the default.

14 **WHEREAS**, if Defendant fails to cure its default, Plaintiff may apply ex parte or move
15 by regularly scheduled motion to have this Stipulation for Entry of Judgment entered in this case
16 in favor of Plaintiff, the Participating Class Members, and the PAGA Members against Defendant in
17 the amount of the installment payment past due, plus pre-judgment interest on the amount due at
18 the legal rate, post-judgment interest at the legal rate, and reasonable attorneys' fees and costs
19 incurred in the enforcement and collection of the Judgment, or in the alternative, may move by
20 regularly scheduled motion to vacate the Final Approval Order and Judgment previously entered
21 by the Court.

22 **WHEREAS**, the Parties agree that this Court shall retain jurisdiction over the Parties
23 under Code of Civil Procedure section 664.6;

24 **WHEREAS**, as a condition of settlement, Defendant agrees to execute this Stipulation
25 for Entry of Judgment for filing with the Court in the instance of an uncured default; and

26 ///

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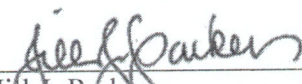
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1 **WHEREAS**, such Judgment shall be entered upon successful motion by any Judge or
2 Commissioner in the Superior Court for the State of California, County of San Francisco.

3 **IT IS SO STIPULATED.**

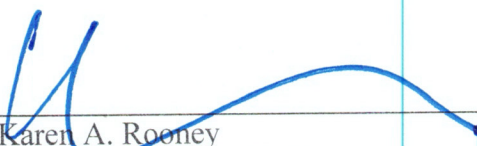
4 Dated: January 24, 2024

PARKER & MINNE, LLP

6 By: 
7 Jill J. Parker
8 Attorneys for Plaintiff William Garcia

9
10
11 Dated: 1/24/24

KAREN ROONEY LAW

12
13 By: 
14 Karen A. Rooney
15 Attorneys for Rubylin, Inc.