

SOLOUKI & SAVOY, LLP

SHOHAM J. SOLOUKI, ESQ. [SBN 278538]
GRANT JOSEPH SAVOY, ESQ. [SBN 284077]
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012
Telephone: (213) 814-4940
Fax: (213) 814-2550

Attorneys for PLAINTIFF AND THE PROPOSED CLASS

Arthur K. Cunningham (SBN 97506)
Arthur.Cunningham@jacksonlewis.com
James P. Carter (SBN 150052)
James.Carter@jacksonlewis.com
J. Andrew Schaffer (SBN 320905)
John.Schaffer@jacksonlewis.com

JACKSON LEWIS P.C.

200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Telephone: (949) 885-1360
Facsimile: (949) 885-1380

Attorneys for Defendants

BEYOND RESOURCE SOLUTIONS, INC., MICHAEL
JOSEPH STORY, E. EXCEL SERVICES, INC., and
RAUL ARTURO CEBALLOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

YOLANDA AGUILAR LIMON, individual
and class representative on behalf of herself
and all other similarly situated non-exempt
former and current employees,

Plaintiff,

vs.

E. EXCEL SERVICES, INC., a California
Corporation; BEYOND RESOURCE
SOLUTIONS, INC., a California Corporation;
RAUL ARTURO CEBALLOS, an individual;
MICHAEL JOSEPH STORY, an individual;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2021-01203213-CU-OE-CJC

Assigned for all purposes to:
Judge: Hon. Stephanie George / Dept. C24

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Complaint Filed: May 26, 2021
Trial Date: None Set

1 This Joint Stipulation of Class Action Settlement (“Joint Stipulation” or “Settlement”) is
2 made and entered by and between Plaintiff YOLANDA AGUILAR LIMON, in her individual
3 capacity, as class representative, and as private attorneys general (collectively referred to as
4 “Plaintiff”) on one hand, and Defendants E. EXCEL SERVICES, INC., BEYOND RESOURCE
5 SOLUTIONS, INC., RAUL ARTURO CEBALLOS, and MICHAEL JOSEPH STORY
6 (“Defendants”), on the other hand. This Joint Stipulation will be binding on Plaintiff and the class
7 purported to be represented thereby, and Defendants, subject to the terms and conditions set forth
8 below and the approval of the Court.

9 **I. DEFINITIONS**

10 To the extent any terms or phrases used in this Joint Stipulation are not specifically defined
11 in this section (i.e., Section I), but are defined elsewhere in this Joint Stipulation, they are
12 incorporated herein by reference.

13 “Action” means the class action filed by the above-referenced Plaintiff against Defendants,
14 pending in the Superior Court of the State of California, County of Orange: *Yolanda Aguilar*
15 *Limon, et al v. E. Excel Services, Inc., et al*, Orange County Superior Court, Case No. 30-2021-
16 01203213-CU-OE-CJC.

17 “Aggrieved Employees” or “PAGA Employees” means all persons who are or were
18 previously employed (1) in California; (2) by Defendants (3) as non-exempt employees; and (4) at
19 any point from May 26, 2020, through the date of preliminary approval of this Settlement.

20 “Class” or “Class Members” means all persons who are or were previously employed (1) in
21 California; (2) by Defendants (3) as non-exempt employees; and (4) at any point from May 26,
22 2017, through the date of preliminary approval of this Settlement.

23 “Class Counsel” means counsel for the Plaintiff, Grant Joseph Savoy and Shoham J.
24 Solouki of Solouki & Savoy, LLP.

25 “Class Period” means from May 26, 2017, through the date of preliminary approval of this
26 Settlement.

27 “Complaint” means the operative complaint(s) filed by Plaintiff in the Action and all
28 amendments thereto.

1 “Defendants” means E. Excel Services, Inc., Beyond Resource Solutions, Inc., Raul Arturo
2 Ceballos, and Michael Joseph Story.

3 “Effective Date” means the date by which the Court’s order granting Final Approval of this
4 Joint Stipulation becomes final. Such order becomes final upon the following events: (i) upon the
5 Court issuing an order granting Final Approval of this Joint Stipulation if no objections to the
6 settlement are filed, or if an objection is filed but is withdrawn prior to the Court’s Final Approval
7 Hearing; or (ii) in the event there are written objections filed prior to the final approval hearing
8 which are not thereafter withdrawn prior to the hearing, the later of the following events: (a) the
9 day after the last day by which a notice of appeal of the order may be timely filed with the
10 California Court of Appeal, and none is filed; (b) if an appeal is filed and is finally disposed of by
11 ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further
12 review of the Court of Appeal’s decision passes and no further review is requested, and if the terms
13 of this Settlement are not materially modified by the Court of Appeal, except that a decrease in the
14 amount of attorneys’ fees’ or costs awarded shall not be deemed a “material modification” as
15 provided herein; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial,
16 or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is
17 requested, the day after the request for review is denied with prejudice and/or no further review of
18 the order can be requested, and if the terms of this Settlement are not materially modified by the
19 Court of Appeal, except that a decrease in the amount of attorneys’ fees’ or costs awarded shall not
20 be deemed a “material modification” as provided herein; or (d) if review is accepted, the day the
21 Supreme Court of the State of California affirms the Settlement, provided that it does not
22 materially modify any terms of this Settlement, except that a decrease in the amount of attorneys’
23 fees’ or costs awarded shall not be deemed a “material modification” as provided herein.

24 “Final Approval” means the date upon which the Court enters an order granting approval of
25 this Joint Stipulation, after having determined that the settlement is fair, adequate, and reasonable
26 to the Class following notice to the Class and a hearing on the fairness of the settlement.

27 “Final Approval Hearing” means the final hearing held to ascertain the fairness,
28 reasonableness, and adequacy of the Joint Stipulation, after which the Court will enter its order

1 approving the Joint Stipulation finally.

2 “Opt-Out” means all persons who timely and validly request exclusion from the Class.
3 Class Members who Opt-Out will still release PAGA claims.

4 “PAGA Period” means May 26, 2020, through the date of preliminary approval of this
5 Settlement.

6 “PAGA Payment” means the \$10,000 allocated from the Gross Settlement Amount for
7 release of penalties under PAGA, 75% (\$7,500) of which will be paid to the California Labor &
8 Workforce Development Agency (“LWDA”) and 25% (\$2,500) will be paid to Aggrieved
9 Employees.

10 “PAGA Released Claims” means all claims which Plaintiff, and Aggrieved Employees
11 have, as disclosed in LWDA letters sent on May 20, 2021 and May 26, 2021 and the Complaint.
12 These include claims under Labor Code Sections 201-203, 226, 226.2, 226.3 204, 226.3, 226.7,
13 403, 404, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, and 1198.

14 “Parties” means Plaintiff and Defendants.

15 “Preliminary Approval” means the date upon which the Court enters an order granting
16 preliminary approval of this Joint Stipulation.

17 “Preliminary Approval Hearing” means the hearing held on the Motion for Preliminary
18 Approval of the Joint Stipulation.

19 “Released Claims” means all claims which Plaintiff, the Class, and/or any Class Member
20 had, or may claim to have, against any of the Released Parties, for any and all federal, state and
21 local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are
22 alleged in the Action, or could have been alleged in the Action based on Defendant’s alleged
23 failure to provide meal and rest breaks or pay premium pay in lieu thereof, pay overtime wages,
24 pay minimum wages, pay all wages during employment, pay all wages due to discharged
25 employees, furnish accurate itemized wage statements, maintain required employee records, and
26 indemnify employees for business expenses, in violation of (among other laws) Labor Code
27 sections 201-204, 210, 226, 226.2, 226.3, 226.7, 246, 350, 351, 403, 404, 510, 512, 558, 1102.5,
28 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1198.12, 2802, 2698-2699.5, any

provision of the Industrial Welfare Commissions Orders, or California’s Unfair Competition Law.

“Released Parties” means Defendants and their present and former officers, directors, owners, members, principals, agents, insurers, assigns, successors, employees, partners, shareholders, parent entities, subsidiaries, affiliates, entities under whose name they conduct business, predecessors, attorneys, or legal representatives

“Settlement Administrator” means ILYM Group, Inc.

“Settlement Administrator’s Fees” means all fees, costs, and expenses relating to the administration of the settlement in this Action, including without limitation, printing and mailing Class Notice Forms, receiving and processing Opt-Outs, calculating and determining payments and percentages, regularly updating counsel on the status of administration, and the accounting and maintenance of the Settlement Fund Account.

“Settlement Fund Account” means the bank account established under this Joint Stipulation from which all monies payable under this Joint Stipulation shall be paid, as set forth herein.

“Gross Settlement Amount” means \$200,000 that Defendants will pay in the aggregate to resolve this Action, on a non-claims-made and non-reversionary basis. The Gross Settlement Amount is all-inclusive. The following costs will be deducted from the Gross Settlement Amount: (1) attorney fees and costs (Defendants will not oppose Class Counsel’s request for attorney fees amounting to 33.33% of the Gross Settlement Amount, or \$66,666.00, and a maximum of \$15,000 in litigation costs as documented in billing statements of the attorneys for Plaintiff); (2) settlement administration fees (estimated not to exceed \$10,000); (3) Incentive Awards to Plaintiff, as class representatives, in the amount of \$7,500; and (4) \$10,000 for penalties under PAGA (75% (\$7,500) of which will be paid to the California Labor & Workforce Development Agency [“LWDA”] and 25% (\$2,500) will be paid to Aggrieved Employees. The employer’s portion of the payroll taxes will be paid outside of and in addition to the Gross Settlement Amount. Any deductions from the above allocations will be deposited into the Settlement Fund Account and will be included in the Net Settlement Amount for distribution to the Class.

“Net Settlement Amount” means the net amount available for payment of claims to Class Members after deducting the above-referenced costs from the Gross Settlement Amount. If the

1 Court approves a lesser amount of any of the above-referenced costs, the Net Settlement Amount
2 will increase proportionately. In other words, any reductions from the above-referenced costs will
3 increase the Net Settlement Amount proportionally – also referred to herein as the “Payout Fund.”

4 **II. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

5 **A. Discovery, Investigation, and Research**

6 The Parties investigated facts and law throughout the Action. Investigation included the
7 exchange of information under informal discovery. It also included preparing for and attending a
8 full-day mediation with esteemed mediator Steven Serratorre, Esq. The Parties eventually reached
9 a settlement after a full day of mediation.

10 The Parties investigated relevant law as applied to the facts of the case, potential defenses,
11 and damages claimed by Plaintiff on behalf of himself and the Class. Discovery largely focused on
12 Plaintiff’s allegations that Class Members were not paid all wages owed, including overtime and
13 minimum wages, were not provided with all meal and rest breaks under California law, received
14 improper wage statements, were not reimbursed all necessary expenses, and were not paid all owed
15 and due wages upon separation of employment. Information and data exchanges included
16 significant samplings of Class Members’ dates of employment, hourly rates, time records, payroll
17 records, arbitration agreements, and collective bargaining agreements. The Parties conducted their
18 own evaluations of the potential recoveries based on the claims alleged in the Action and the
19 defenses at play.

20 **B. Allegations of the Class Representatives and Benefits of Settlement**

21 The Parties entered into this Joint Stipulation after arm’s length bargaining by the Parties
22 with the assistance of a very experienced mediator and after Class Counsel thoroughly reviewed all
23 available evidence. The information exchanged between the Parties allowed them to assess the
24 merits of the claims and defenses, and to reach a compromise of the issues.

25 Plaintiff and Class Counsel all contend the claims asserted in the Action have merit.
26 However, they also acknowledge the expense and delay of continued litigation. Class Counsel
27 considered the uncertain outcome and risk of litigation, and the difficulties and delays inherent in
28 such litigation. Class Counsel also considered the potential difficulty maintaining the Action as a

1 class action and the likelihood of appeals. In addition, Class Counsel considered Defendants'
2 numerous defenses and the non-typical aspects of the Class Members' jobs and job duties.

3 Class counsel determined this Joint Stipulation confers substantial benefit to the Class and
4 respectfully submits an independent review by the Court will confirm this conclusion. Class
5 Counsel has determined that this Joint Stipulation is in the best interests of Plaintiff and the Class
6 Members.

7 **C. Defendants' Denial of Wrongdoing, Defenses, and Benefits of Settlement**

8 Defendants generally deny all claims alleged in the Action and further denies class or
9 representative treatment is appropriate for any purpose other than this settlement. Defendants
10 contend it complied with all applicable laws, whether California or federal law. Defendants also
11 contend many of Plaintiff's claims are preempted and fail as a matter of law. It is therefore also
12 Defendants' position that if litigation continued, class certification would not be granted, or if it
13 were, that it would be reversed, and would not result in any liability on the merits in any event.
14 Defendants contend Plaintiff is not an adequate class representative, his claims are not typical of
15 the Class, and individual issues predominate over common ones. However, Defendants have
16 concluded further litigation would be protracted and expensive. Thus, Defendants determined it is
17 desirable to settle the Action in the manner and upon the terms and conditions herein.

18 **D. Intent of the Settlement**

19 This Joint Stipulation intends to achieve the following: (1) entry of an order approving the
20 Joint Stipulation, conditionally certifying the Class, and granting the monetary relief set forth
21 herein; (2) entry of judgment on Plaintiff's alleged claims; and (3) discharge of Released Parties
22 from liability for all Released Claims.

23 **III. PROCEDURAL ISSUES**

24 **A. Preliminary Approval**

25 Class Counsel will submit this Joint Stipulation to the Court with a Motion for Preliminary
26 Approval of Class Action Settlement. Defendants will not oppose the Motion.

27 **B. Settlement Administrator**

28 The Settlement Administrator will handle: (1) preparing, printing, and mailing

1 simultaneously the Notice of Class Action Settlement in substantially the same form as the attached
2 **Exhibit 1** (the “Class Notice”) in both English and Spanish; (2) receiving and reviewing any Opt-
3 Outs; (3) calculating payments under the settlement; (4) handling inquiries from Class Members
4 concerning the Notice Packet; (5) resolving any Pay Period disputes; (6) providing weekly status
5 reports to Defendants’ counsel and Class Counsel regarding the mailings, Opt-Outs, and settlement
6 payments; (7) distributing settlement payments to Class Members and payment to other parties
7 under the terms of this Joint Stipulation; (8) providing due diligence declarations for submission to
8 the Court, as needed; (9) printing and providing Class Members and Plaintiff with tax forms as
9 required under this Joint Stipulation and applicable law, and providing copies of the same to
10 Defendants; (10) translating the Notice Packet to Spanish; (11) sending, and/or responding to
11 submissions of Opt-Outs, or contact information updates; and (12) such other tasks as the Parties
12 mutually agree or the Court orders the Settlement Administrator to perform.

13 The Settlement Administrator will skip trace and re-mail all returned, undeliverable mail
14 within seven (7) days of receiving notice the mailing was undeliverable. The Settlement
15 Administrator will also handle payments to Plaintiff for their Incentive Awards, payment of Class
16 Counsel’s attorney fees and costs as approved by the Court, and payment of PAGA penalties to the
17 LWDA. The Settlement Administrator will also handle the distribution of any remaining amounts
18 from uncashed checks in accordance with the procedures set forth below. (See Section IV.F.)
19 Settlement Administrator’s Fees are to be paid from the Gross Settlement Amount.

20 **C. Notice to Class Members**

21 Notice will be provided to Class Members as follows:

22 Within 30 calendar days of Preliminary Approval, Defendants will provide the Settlement
23 Administrator with the following information about each Class Member: (1) name; (2) last known
24 mailing address and telephone number; (3) Social Security Number; (4) dates of employment; and
25 (5) total pay periods worked during the Class Period (collectively, “Class Data”).

26 Within 14 calendar days after the Settlement Administrator’s receipt of the Class Data, the
27 Settlement Administrator will calculate the estimated payout to the individual Class Members
28 based on the assumption that all Class Members participate in the Settlement, and it will mail the

1 Notice Packet to such Class Members via first-class regular U.S. mail.

2 Prior to mailing, the Settlement Administrator will perform a search based on the National
3 Change of Address Database for information to update and correct any known or identifiable
4 address changes. It will be conclusively presumed that the Class Member received the Notice
5 Packet if the Notice Packet has not been returned within 30 days of mailing. If a new address is
6 obtained by way of a returned Notice Packet or otherwise, then the Settlement Administrator will
7 promptly forward the original Notice Packet to the updated address via first-class regular U.S.
8 mail, along with a cover letter advising the class member that their opt out period (as described
9 below) has been extended an additional fifteen (15) days from the remailing.

10 Upon completion of these steps by the Settlement Administrator, the Parties will be deemed
11 to have satisfied their obligation to provide notice of the settlement to Class Members. Such
12 persons will be bound by all terms of the Joint Stipulation (including the release) and the Court's
13 order and final judgment, unless they validly Opt-Out of the Class.

14 Class Members who receive a re-mailed Notice Packet shall have his/her opt out period
15 extended an additional 15 days. All re-mailed Notice Packets shall be accompanied by a cover
16 letter advising the Class Member that his/her "opt-out" period has been extended 15 days on
17 account of the re-mailing.

18 **D. Procedure for Opting-Out of Class**

19 Class Members who wish to exclude themselves from the Class must mail the Settlement
20 Administrator a signed and dated document requesting exclusion from the Class within 45 calendar
21 days after the date the Notice Packet was mailed (the "Class Member Exclusion Deadline"), or as
22 extended in the case of a re-mailed Notice Packets (i.e., an additional fifteen (15) days), unless the
23 Court orders otherwise. All requests for exclusion must be made in writing, indicate the Class
24 Member's first and last name, and employee identification number or last four digits of the Class
25 Member's social security number, and indicate "I WISH TO BE EXCLUDED FROM THE
26 SETTLEMENT," or words to that effect. All requests for exclusion must also be signed by the
27 Class Member, and must be submitted by postal mail. The delivery date is the date the Class
28

1 Member's request for exclusion is deposited in the U.S. Mail as evidenced by the postmark and
2 shall govern the timeliness of the request for exclusion

3 A request to be excluded from the Class will be deemed valid only if the Class Member
4 completed, dated, and signed the Opt-Out Form by the Class Member Exclusion Deadline.

5 Any Class Member who timely submits a valid Opt-Out Form will not be entitled to
6 recovery under the settlement and will not be bound by the settlement, judgment, or order in this
7 Action. Nor will they be able to object, appeal, or comment on the settlement. Class Members who
8 fail to properly submit an Opt-Out Form will be bound by all the terms of this Joint Stipulation,
9 and any judgment and order entered in the Action. The Settlement Administrator will provide
10 counsel for the Parties with weekly updates about Class Members who submit Opt-Out Forms.

11 Class Members who Opt-Out may still release PAGA claims if they are an Aggrieved
12 Employee.

13 **E. Procedure for Disputing Pay Periods**

14 The Settlement Administrator's determination of eligibility for, and the amounts of, any
15 settlement payment under this Joint Stipulation will be conclusive, final, and binding on all Parties,
16 including all Class Members. To dispute the number of pay periods with which he or she has been
17 credited, a Class Member must timely produce evidence to the Settlement Administrator showing
18 that the pay period information is inaccurate by the Class Member Exclusion Deadline. The
19 delivery date is deemed to be the date the dispute is deposited in the U.S. Mail as evidenced by the
20 postmark. Class Members shall have forty-five (45) calendar days to dispute the pay period
21 information, or as extended in the case of a re-mailed Notice Packet (i.e., an additional fifteen (15)
22 days). The Settlement Administrator shall decide the dispute after notifying Class Counsel and
23 Defendants' counsel of the dispute. Defendants' records will be presumed correct, but the
24 Settlement Administrator will evaluate the evidence submitted by the Class Member and will make
25 the final decision on the merits of the dispute. The Settlement Administrator may ask Defendants to
26 produce documents pertaining to the Class Member disputing his or her credited pay periods in
27 order for the Settlement Administrator to resolve the dispute.

1 **F. Procedure for Objecting to Settlement**

2 Any Class Member who seeks to object to the settlement may serve a copy of the objection
3 to the Settlement Administrator. Any Class Member may also object by appearing either in person
4 or by attorney at the Final Approval Hearing. All written objections must be served within forty-
5 five (45) calendar days of mailing of the Class Notice, or as extended in the case of a re-mailed
6 Notice Packet (i.e., an additional fifteen (15) days) Neither the Parties nor their respective counsel
7 will solicit or otherwise encourage any Class Member, directly or indirectly, to object to the
8 Settlement, or appeal from the Judgment. The Settlement Administrator will provide counsel for
9 the Parties with weekly updates about Class Members who object to the settlement.

10 **G. Final Approval**

11 At the Final Approval Hearing, Class Counsel will move the Court for the entry of
12 judgment, incorporating the Joint Stipulation. Class Counsel will seek approval of the Joint
13 Stipulation as being fair, adequate, and reasonable to the Class Members. Class Counsel and
14 Defendants' counsel will submit to the Court such pleadings and evidence as required for the
15 Court's determination.

16 No later than thirty (30) calendar days before the Final Approval Hearing, the Settlement
17 Administrator will serve on Class Counsel and Defendants' counsel, for filing with the Court in
18 support of Plaintiff's motion for final approval of the settlement, a declaration of due diligence
19 setting forth its compliance with its obligations under this Joint Stipulation.

20 **IV. SETTLEMENT TERMS**

21 **A. Gross Settlement Amount and Settlement Payments**

22 To settle the Released Claims in the Action, Defendants will pay the aggregate Gross
23 Settlement Amount on an all-inclusive, non-reversionary basis. Except as required herein,
24 Defendants will not be required to contribute additional sums to fund the settlement or otherwise
25 resolve this action. All Class Members will be eligible to participate in the settlement. Class
26 Members will receive a pro-rata share of the Net Settlement Amount under a pay period formula,
27 as set forth below.
28

1 **B. Increase in Gross Settlement Amount**

2 At of the time of mediation, Defendants estimated that there were approximately 42 Class
3 Members during the Class Period. If the number of Class members increases by more than 10% of
4 42, as of the date of preliminary approval of this Settlement, the Gross Settlement Amount will
5 increase by a proportionate percentage for all additional Class Members above the ten percent
6 allowance.

7 **C. Establishment of Settlement Fund Account**

8 Within seven (7) days of Final Approval, the Settlement Administrator will establish the
9 Settlement Fund Account in a non-interest bearing transaction account at a FDIC-insured
10 institution designated by Defendants with at least one branch in California.

11 **D. Allocation of Settlement Proceeds**

12 The Gross Settlement Amount is inclusive of and will be allocated as follows:

13 i. The Fee Award, which is the amount the Court awards to Class Counsel for their
14 attorney fees, in an amount not exceeding 33 and 1/3% (\$66,666) of the Gross Settlement Amount;
15 ii. The Cost Award, which is the amount the Court awards to Class Counsel for their
16 reasonable litigation costs, in an amount not exceeding \$15,000.

17 iii. The Incentive Award, which comprises the amount the Court awards to the named
18 Plaintiff as class representative, in an amount not exceeding \$7,500;

19 iv. The Settlement Administrator's Fees, as approved by the Court, estimated not to
20 exceed \$10,000;

21 v. PAGA penalties in an amount not to exceed \$10,000 (75% of which will go to the
22 LWDA and 25% to Aggrieved Employees.);

23 vi. The Payout Fund, which is the total money available for payout to Class Members
24 who do not Opt Out, after deducting the above amounts;

25 vii. Payment to Class Members who do not Opt Out shall be allocated as follows: 80%
26 as penalties and interest, and 20% as wages;

27 viii. Payment to Class Members who do Opt Out shall be allocated as 100% penalties.

28 ix. If the Court approves a lesser amount of any of the above-referenced costs or

penalties, the Payout Fund will increase proportionately.

No funds will revert to Defendants.

E. Distribution of Settlement Proceeds

The Settlement Administrator will keep Defendants' counsel and Class Counsel apprised of all distributions from the Settlement Fund Account. No person will have any claim against Defendants, Defendants' counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on distributions and payments made under this Joint Stipulation. Distribution of the Gross Settlement Amount will be as follows:

1. Initial Payment

Thirty (30) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with the Gross Settlement Amount. Within seven (7) calendar days after receiving the Gross Settlement Amount from Defendants, the Settlement Administrator will pay the Fee Award, the Cost Award, the Incentive Award, the payment to the LWDA, and the Settlement Administrator's Fees, based on how the Court rules at the Final Approval Hearing. The remainder of the Gross Settlement Amount, known as the Payout Fund or the Net Settlement Amount, will be calculated and distributed as set forth below.

2. Payout to Class Members

The Settlement Administrator will calculate the individual settlement payments to Class Members who do not submit valid Opt-Outs. These payments will be calculated by assigning a certain dollar value to each pay period Class Members worked during the Class Period. The dollar value of each pay period will be calculated by dividing the aggregate value of the Net Settlement Amount by the total number of pay periods worked by the Class Members who do not submit valid Opt-Outs during the Class Period. Partial pay periods will be rounded up to the nearest full pay period. A Class Member who does not submit a valid Opt-Out will receive an individual settlement payment determined by multiplying the number of pay periods worked during the Class Period by the dollar value of each pay period.

The Settlement Administrator will calculate the PAGA payments to Aggrieved Employees separately. These payments will be calculated by assigning a certain dollar value to each pay period

the Aggrieved Employee worked during the PAGA Period. The dollar value of each pay period will be calculated by dividing the employee's 25% portion of the PAGA Payment by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. Partial pay periods will be rounded up to the nearest full pay period. All Aggrieved Employees will receive an individual settlement payment determined by multiplying the number of pay periods worked during the PAGA Period by the dollar value of each pay period. s/he worked during the PAGA Period. The Class Members' settlement payments will be apportioned as follows: 25% as wages, 75% for interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment to Class Members who do Opt Out may still be made for their portion of the PAGA Payment if they are also an Aggrieved Employee, which shall be allocated 100% to penalties. The Settlement Administrator will issue the appropriate federal and state tax forms.

The settlement payments to Class Members will be paid within twenty-one (21) calendar days after the Effective Date. It is expressly understood and agreed that the receipt of settlement payments will not entitle any Class Member to additional or derivative compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle any Class Member to any increased retirement, 401k benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties that the settlement payments provided for in this Joint Stipulation are the sole payments to be made by Defendants to the Class Members for the Released Claims, and that the Class Members are not entitled to any additional or derivative compensation or benefits as a result of having received the settlement payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

F. Uncashed Checks

Settlement checks issued to Class Members will expire one hundred and eighty (180) days from the date they are issued by the Settlement Administrator. Any check not cashed within 180

1 calendar days will be void. The Settlement Administrator will provide the Parties with a report of
2 uncashed checks. The money from the uncashed checks, will be delivered to the California State
3 Controller (Unclaimed Property) by the Settlement Administrator.

4 The Settlement Administrator shall post the Order and Judgment on the Settlement
5 Administrator's website within seven (7) calendar days after entry of Order and Judgment. The
6 Settlement Administrator shall post a copy of the signed judgment for one hundred eighty (180)
7 calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court in
8 order to provide notice to the Class Members of this Judgment.

9 **G. Fee Award**

10 Defendants will not oppose a request for attorney fees up to one-third (\$66,666) of the
11 Gross Settlement Amount. Defendants will not be obligated to pay any attorney fees of Class
12 Counsel, Plaintiff, or Class Members above this amount. Class Counsel's attorney fee application
13 will be submitted and heard during the Final Approval Hearing. The Court will determine the Fee
14 Award. If the Court believes the Fee Award should be reduced, the other terms of the settlement
15 will remain in effect and any such reduction will not affect the remaining terms, other than
16 adjusting the Net Settlement Amount.

17 **H. Cost Award**

18 Defendants will not oppose a request for reasonable litigation expenses not to exceed
19 \$15,000. Defendants will not be obligated to pay any costs of Class Counsel, Plaintiff, or Class
20 Members above the amount approved by the Court or \$15,000, whichever amount is less. Class
21 Counsel's request for costs must be submitted with its fee application and heard during the Final
22 Approval Hearing. The Court will determine the Cost Award. If the Court believes the Cost Award
23 should be reduced, the other terms of the settlement will remain in effect and any such reduction
24 will not affect the remaining terms, other than adjusting the Net Settlement Amount.

25 **I. Incentive Award**

26 Defendants will not object to an Incentive Award of \$7,500 to Plaintiff. Defendants will not
27 be obligated to pay any Incentive Award in the Action above this amount. The Incentive Award
28 will be considered miscellaneous income. The Settlement Administrator will issue a Form 1099,

1 and any other tax forms, to Plaintiff relating to this award. The Court will determine the Incentive
2 Award. If the Court believes the Incentive Award should be reduced, the other terms of the
3 settlement will remain in effect and any such reduction will not affect the remaining terms, other
4 than adjusting the Net Settlement Amount.

5 Plaintiff acknowledge and agree that Defendants and its attorneys have made no
6 representations or warranties regarding the tax consequences of payment of the Incentive Award,
7 and Plaintiff have not relied on any such representations or warranties. Plaintiff further agree to pay
8 and bear sole responsibility for all taxes, liens, levies, encumbrances, interest, and penalties that
9 may be due or payable to any taxing authority as a result of payment of the Incentive Award.
10 Furthermore, Plaintiff agree to defend and indemnify Defendants in connection with any taxes,
11 fines, interest, or penalties incurred as a result of any failure by Plaintiff, to pay taxes due, if any,
12 on the Incentive Award paid.

13 **J. Settlement Administrator Fees**

14 The Parties agree settlement administration costs will be deducted from the Gross
15 Settlement Amount, subject to approval by the Court, estimated not to exceed \$10,000.

16 **K. PAGA Penalties**

17 The Parties agree to allocate \$10,000 of the Gross Settlement Amount to the resolution of
18 all claims for penalties under PAGA during the PAGA Period. Under Labor Code § 2699(i), 75%
19 of that amount will be paid to the LWDA. This amount will be paid by the Settlement
20 Administrator within seven (7) calendar days after receiving the Gross Settlement Amount from
21 Defendants. The other 25% will be paid to Aggrieved Employees. These penalties may be paid
22 regardless of a Class Member Opting-Out or Objecting to the Settlement if that Class Member is
23 also an Aggrieved Employee.

24 **L. Defendants' Fees and Costs**

25 Defendants will bear their own fees and costs.

26 **V. RELEASE OF CLAIMS BY THE CLASS**

27 Upon the payment of Settlement funds to them, Plaintiff and Class Members will be
28 deemed to have released the Released Parties of and from all of the Released Claims during the

1 Class Period and PAGA Period. The Released Claims include all claims which Plaintiff, the Class,
2 and/or any Class Member had, or may claim to have, against any of the Released Parties, that were
3 alleged or could have been alleged in the Complaint during the Class Period.

4 For Aggrieved Employees only, **Released Claims** include all PAGA claims that could have
5 been premised on the facts alleged in the LWDA letters sent and the Complaint. These Aggrieved
6 Employees will also release PAGA penalty claims even if they Opt-Out or exclude themselves
7 from the Class Settlement. These include penalty claims under Labor Code Sections 201-203, 226,
8 226.2, 226.3 204, 226.3, 226.7, 403, 404, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197,
9 and 1198.

10 **VI. RELEASE OF CLAIMS BY PLAINTIFF**

11 Upon the payment of Settlement Funds to him, Plaintiff will be deemed to have released the
12 Released Parties of and from all of the Released Claims during the Class Period, as set forth above.

13 Plaintiff's release set forth herein also include a waiver of all rights under California Civil
14 Code section 1542, which includes a release of all known and unknown claims against the
15 Released Parties that have been alleged or could have been alleged arising out of the facts,
16 circumstances, causes of action, and primary rights alleged in the Action. Civil Code section 1542
17 provides:

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

22 Upon the Effective Date, Plaintiff will be deemed to have waived their rights under Civil
23 Code section 1542, as set forth above.

24 **VII. NULLIFICATION OF THE JOINT STIPULATION**

25 If (a) the Court should for any reason fails to approve this Joint Stipulation in the form
26 agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment in the
27 Action, or (c) the judgment is reversed, modified, or declared or rendered void, this Joint
28 Stipulation will be null and void, and neither this Joint Stipulation, nor any of the related

1 negotiations or proceedings, will be of any force or effect, and all Parties will stand in the same
2 position, without prejudice, as if the Joint Stipulation had not been entered into or filed.
3 Invalidation of any material portion of this Joint Stipulation will invalidate this Joint Stipulation in
4 its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the
5 Joint Stipulation are to remain in full force and effect or unless as otherwise set forth above.

6 If the number of Class Members who submit valid Opt-Outs exceeds 5%, Defendants may
7 rescind this Joint Stipulation. If Defendants rescinds, it must do so in writing to Class Counsel
8 within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the
9 total number of valid Opt-Outs received by the Class Member Exclusion Deadline. Defendants
10 shall pay any costs incurred by the Settlement Administrator in the event that Defendants rescind
11 the Joint Stipulation or the Joint Stipulation is not approved by the Court.

12 **VIII. DUTIES OF THE PARTIES**

13 **A. Mutual Full Cooperation**

14 The Parties agree to cooperate to accomplish and implement the terms of this Joint
15 Stipulation. Such cooperation will include, but is not necessarily limited to, execution of such other
16 documents and taking such other actions as may be reasonably necessary to fulfill the terms of this
17 Joint Stipulation. The Parties will use their best efforts, including all efforts contemplated by this
18 Joint Stipulation and any other efforts that may become necessary by court order, or otherwise, to
19 effectuate this Joint Stipulation and the terms set forth herein. As soon as practicable after
20 execution of this Joint Stipulation, Class Counsel, with the cooperation of Defendants and its
21 counsel, will try to secure Preliminary Approval and Final Approval.

22 **B. Duty to Support and Defend the Settlement**

23 The Parties agree the settlement is fair, adequate, and reasonable and will so represent to
24 the Court. The Parties agree to abide by all terms of the Joint Stipulation in good faith and to
25 support the Joint Stipulation fully, and to use their best efforts to defend this settlement from any
26 legal challenge, whether by appeal or collateral attack.

1 **IX. MISCELLANEOUS PROVISIONS**

2 **A. No Media Comments of Publicity**

3 If contacted by the media, the Parties and Class Counsel will merely inform them that the
4 case has been resolved, and refer them to the public filings. In addition, there shall be no public
5 statements to the media or press releases with regard to the Action or the terms of this Joint
6 Stipulation.

7 **B. No Reemployment**

8 Plaintiff agrees not to apply for employment with Defendants or any of the Released Parties
9 in the future unless the Parties otherwise agree in writing.

10 **C. Waiver of Appeals**

11 The Parties and Class Members agree to waive any appellate rights; provided, however,
12 Plaintiff may appeal any reduction in the attorney fees and/or cost award.

13 **D. No Admission of Liability**

14 This Joint Stipulation is not an admission of liability by Defendants or any of the Released
15 Parties.

16 **E. Non-Disparagement**

17 Plaintiff agrees not to publicly disparage Defendants or any of the Released Parties.

18 **F. Construction**

19 The Parties agree this Joint Stipulation resulted from lengthy, intensive, arm's-length
20 negotiations, and it is not to be construed for or against any party for any reason.

21 **G. Choice of Law**

22 This Joint Stipulation is intended to and will be governed by the laws of California, without
23 regard to conflicts of law principles. The Court will retain continuing jurisdiction to enforce the
24 settlement.

25 **H. Captions and Interpretations**

26 Paragraphs, titles, or captions contained herein are inserted as a matter of convenience and
27 for reference only, and in no way define, limit, extend, or describe the scope of this Joint
28 Stipulation or any provision thereof.

1 **I. Modifications**

2 This Joint Stipulation may not be changed, altered, or modified, except in writing signed by
3 counsel for the Parties and approved by the Court. This Joint Stipulation may not be discharged
4 except by performance under its terms or by a writing signed by the Parties.

5 **J. Integration Clause**

6 All prior or contemporaneous agreements, understandings, representations, and statements,
7 whether oral or written, between the Parties are merged herein. No rights under this Joint
8 Stipulation may be waived except in writing. However, if there is a conflict between the terms of
9 this Joint Stipulation and the Memorandum of Understanding entered into between the Parties, the
10 latter shall control.

11 **K. Successors and Assigns**

12 This Joint Stipulation will be binding upon and inure to the benefit of the Parties and their
13 respective heirs, trustees, executors, administrators, successors, and assigns.

14 **L. Class Counsel Signatories**

15 Because the Class Members are so numerous, the Parties agree it is impossible or
16 impractical to have each Class Member sign this Joint Stipulation. This Joint Stipulation may be
17 executed on behalf of the Class by Class Counsel and Plaintiff.

18 **M. Plaintiff's Waiver of Right to be Excluded or Object**

19 Plaintiff agrees not to Opt-Out of the Class and agrees not to object to any terms of this
20 Joint Stipulation. Non-compliance by Plaintiff with this paragraph will be void and of no force or
21 effect. Any such request for exclusion or objection by Plaintiff will therefore be void and of no
22 force or effect.

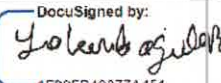
23 **N. Execution in Counterparts**

24 This Joint Stipulation will become effective upon its execution by all of the undersigned.
25 The Parties may execute this Joint Stipulation in counterparts, and execution of counterparts will
26 have the same force and effect as if all Parties signed the same instrument.

27 *[Signatures on Next Page]*
28

PLAINTIFF AND CLASS COUNSEL

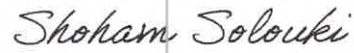
DATED: 1/12/2023

DocuSigned by:

1F32FB48877A451...

Yolanda Aguilar Limon

DATED: 12-29-2022

SOLOUKI | SAVOY LLP

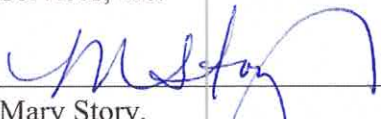
By: 
Shoham Solouki
Grant Savoy
Attorneys for Plaintiff

DEFENDANTS AND DEFENDANTS' COUNSEL

DATED: February 15, 2023

Raul Ceballos,
Individually and for Defendant E. Excel
Services, Inc.

DATED: 2/07/2023


Mary Story,
Individually and for Defendant Beyond
Resource Solutions, Inc.

DATED: February 15, 2023

JACKSON LEWIS P.C.

By: 
Arthur K. Cunningham
James P. Carter
J. Andrew Schaffer
Attorneys for Defendants

PLAINTIFF AND CLASS COUNSEL

DATED: 1/12/2023

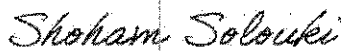
DocuSigned by:

#F32FB48877A451

Yolanda Aguilar Limon

DATED: 12-29-2022

SOLOUKI | SAVOY LLP

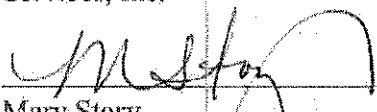
By: 
Shoham Solouki
Grant Savoy
Attorneys for Plaintiff

DEFENDANTS AND DEFENDANTS' COUNSEL

DATED: 02-15-2023


Raul Ceballos,
Individually and for Defendant E. Excel
Services, Inc.

DATED: 2/07/2023


Mary Story,
Individually and for Defendant Beyond
Resource Solutions, Inc.

DATED: February 15, 2023

JACKSON LEWIS P.C.

By: 
Arthur K. Cunningham
James P. Carter
J. Andrew Schaffer
Attorneys for Defendants

EXHIBIT “1”

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF ORANGE
Yolanda Aguilar Limon v. E. Excel Services, Inc, et al., Case No. 30-2021-01203213-CU-OE-CJC

Indicate Name/Address Changes, if any:

<<Name>>

«Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU WILL NOT BE RETALIATED AGAINST FOR PARTICIPATING IN THIS SETTLEMENT.

YOU ARE HEREBY NOTIFIED that a proposed settlement (“the Settlement”) of the above class actions (hereinafter referred to collectively as “the Action”) filed in Orange County Superior Court has been reached between Plaintiff Yolanda Aguilar Limon, in her individual capacity, as class representative, and as private attorneys general (collectively referred to as “Plaintiff”) on one hand, and Defendants E. Excel Services, Inc., Beyond Resource Solutions, Inc., Raul Arturo Ceballos, and Michael Joseph Story (“Defendants” and collectively with Plaintiff as the “Parties”), and has been granted Preliminary Approval by the Court supervising the Action. The Orange County Superior Court has ordered that this Class Notice be sent to you because you may be a Settlement Class Member. The purpose of this Class Notice is to inform you of the Settlement of this class action and your legal rights under the Settlement as follows:

- The settlement class is defined as all persons who are or were previously employed (1) in California; (2) by Defendants (3) as non-exempt employees; and (4) at any point from May 26, 2017, through the date of preliminary approval of this Settlement (the “Class” or “Class Members”).
- The Private Attorneys General Act (“PAGA”) cohort is defined as all persons who are or were previously employed (1) in California; (2) by Defendants (3) as non-exempt employees; and (4) at any point from May 26, 2020, through the date of preliminary approval of this Settlement (“Aggrieved Employees” or “PAGA Employees”).
- The proposed settlement generally resolves claims regarding the following alleged wage and hour issues related to your employment with Defendants: meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages; wage statement violations; untimely payment of wages both during and after employment; unpaid business reimbursements; unfair business practices; and penalties pursuant to PAGA. Please see Section E below for further information regarding the claims you are releasing by participating in this settlement.
- The settlement avoids costs and risks to you from continuing the lawsuit; pays money to employees; and releases Defendants from liability for these claims.

- The two sides disagree on whether Defendants are liable for the allegations raised in this case and how much money could have been won if the employees won at trial. The Court has also not found in favor of either Plaintiff or Defendants.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Get a Payment	If you are a Class Member, you will automatically receive a payment, unless you exclude yourself from the settlement as described below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	If you want to exclude yourself from the settlement, you must submit a request to be excluded from the settlement to the settlement Administrator as provided below. If you timely request exclusion from the settlement, you will not release any of the claims released in the settlement and will not receive any payment from the settlement. Even if you Opt-Out, you may still an Aggrieved Employee, and may receive a payment for release of any claims you may have pursuant to The Private Attorneys General Act as further discussed in this Notice.
Object	If you object to the terms of the settlement, you may do so by timely submitting an objection as provided below. However, if the Court overrules your objection and finally approves the settlement, you will be deemed as having participated in the settlement that is finally approved and receive a settlement payment. To object, you must timely serve a copy of the objection to the Settlement Administrator as provided below about why you do not agree with the settlement. Any Class Member may also object by appearing remotely, in person, or by attorney at the Final Approval Hearing. Additional information on how to appear remotely can be found at https://www.occourts.org/online-services/case-access/, or in the attached document to this notice. Directions are provided below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the class on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed this lawsuit in Orange Superior Court on behalf of the Class. The lawsuit alleges that Defendants: (i) failed to provide timely and/or proper meal and rest breaks; (ii) failed to pay overtime compensation; (iii) failed to pay minimum wages; (iv) failed to timely pay wages during employment; (v) failed to pay all wages to employees upon termination and/or resignation; (vi) failed to maintain accurate time and payroll records; (vii) failed to provide accurate wage statements; (viii) failed

to pay for business expenses; (ix) engaged in unfair and unlawful business practices; and (10) violated PAGA. The lawsuit seeks recovery of wages, restitution, statutory and civil penalties, interest, attorneys' fees and costs.

Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the lawsuit and further denies that, for any purpose other than that of settling this lawsuit, the lawsuit is appropriate for class treatment. Defendants contend, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable laws. The Court has made no ruling and will make no ruling on the merits of the Action and its allegations and claims.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did **not** decide in favor of the Plaintiff or Defendants. There was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the Class Members and Aggrieved Employees will get compensation. Plaintiff and Plaintiff's attorneys believe the settlement is fair, reasonable and adequate and in the best interests of all Class Members and Aggrieved Employees. Thus far, the Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. The Court will make a final determination of whether the proposed settlement is fair, adequate, and reasonable at the Final Approval Hearing.

B. Who is in the Class?

The Class consists of all persons who are or were previously employed (1) in California; (2) by Defendants (3) as non-exempt employees; and (4) at any point from May 26, 2017, through the date of preliminary approval of this Settlement.

C. What is the Class Period?

The term "Class Period" means the period from May 26, 2017, through the date of preliminary approval of this Settlement.

D. What does the Settlement provide?

1. Gross Settlement Amount.

Defendants will pay a total of Two Hundred Thousand Dollars (\$200,000) (the "Gross Settlement Amount") to settle the Action.

The following amounts will be paid from the Gross Settlement Amount: all settlement payments to participating Class Members; attorneys' fees not to exceed 33.33% of the Gross Settlement Amount, or \$66,666; litigation expenses, not to exceed \$15,000; administrative costs, estimated not to exceed \$10,000; 75% of the \$10,000 PAGA payment (i.e., \$7,500) to be paid to the California Labor & Workforce Development Agency ("LWDA"); and an Incentive Award to Named Plaintiff in the amount

of \$10,000. The employer's portion of payroll taxes will be paid outside of and in addition to the Gross Settlement Amount. No funds will revert to Defendant.

The funds used for the Gross Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall distribute the Court approved Incentive Award to the Plaintiff, the Court approved attorneys' fees and litigation costs, the administration costs, and the PAGA payment to the LWDA at the same time and manner as the settlement payments to the participating Class Members and PAGA Employees.

2. Net Settlement Amount

"Net Settlement Amount" or "Payout Fund" means the Gross Settlement Amount minus the attorneys' fees, litigation expenses, administrative costs, 75% of the \$10,000 PAGA payment ((i.e., \$7,500), and the Incentive Award to the Plaintiff.

3. Your Individual Payment Amount.

The Settlement Administrator will calculate the individual settlement payments to Class Members who do not submit valid Opt-Out Forms. These payments will be calculated by assigning a certain dollar value to each pay period participating Class Members worked during the Class Period. The dollar value of each pay period will be calculated by dividing the aggregate value of the Gross Settlement Amount by the total number of pay periods worked by Class Members who do not submit valid Opt-Out Forms during the Class Period. Partial pay periods will be rounded up to the nearest full pay period. A Class Member who does not submit a valid Opt-Out Form will receive an individual settlement payment determined by multiplying the number of pay periods worked during the Class Period by the dollar value of each pay period. The Settlement Administrator will calculate the PAGA payments in a similar manner, regardless of Opt-Outs.

Currently, it is estimated that you will receive approximately \$_____. This is based on Defendants' records showing you worked _____ pay periods during the Class Period. This amount can change depending on how much the court awards in attorneys' fees, litigation expenses, the Incentive Awards to the Plaintiff, and the number of Class Members who ask to be excluded from the settlement. Payments to participating Class Members will vary depending on the pay periods worked, however, the range of payments is estimated to be between \$_____ and \$_____.

It is also estimated that you will receive \$_____ as your portion of the PAGA Settlement. This amount is also included in the \$_____ figure above. Thus, if you do not Opt-out, it is estimated you will receive a **total of \$_____**. Alternatively, should you choose to Opt-out, you will still receive \$_____ as your portion of the PAGA Settlement.

Settlement checks issued to Class Members will expire one hundred and eighty (180) days from the date they are issued by the Settlement Administrator. The money from the uncashed checks, plus any interest accrued thereon, shall be paid to California State Controller (Unclaimed Property) by the Settlement Administrator.

4. Tax Matters.

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to participating Class Members reflecting the payments each Class Member receives under the Settlement. For tax purposes, your settlement payment will be allocated as follows: 25% as wages; 75% as interest and penalties. If you chose to opt-out, you will receive a portion of the PAGA

Settlement, which shall be allocated 100% as penalties. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code.

Interest and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Class Members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

E. What are you giving up to get a payment or stay in the Class?

Upon payment of the settlement funds by Defendants, Plaintiff and all participating Class Members, will be deemed to have released Defendants and their officers, directors, owners, agents, assigns, successors, employees, partners, shareholders, parent entities, subsidiaries, affiliates, entities under whose name they conduct business, predecessors, attorneys, or legal representatives (the “Released Parties”), from any and all federal, state and local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are alleged in the Action, or could have been alleged in the Action based on Defendant’s alleged failure to provide meal and rest breaks or pay premium pay in lieu thereof, pay overtime wages, pay minimum wages, pay all wages during employment, pay all wages due to discharged employees, furnish accurate itemized wage statements, maintain required employee records, and indemnify employees for business expenses, in violation of (among other laws) Labor Code sections 201-204, 210, 226, 226.2, 226.3, 226.7, 246, 350, 351, 403, 404, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1198.12, 2802, 2698-2699.5, any provision of the Industrial Welfare Commissions Orders, or California’s Unfair Competition Law. (the “**Released Claims**”).

For Aggrieved Employees only, **Released Claims** include all PAGA claims that could have been premised on the facts alleged in the LWDA letters sent by Plaintiff and the Complaint. These Aggrieved Employees will also release PAGA penalty claims even if they Opt-Out or exclude themselves from the Class Settlement. These include penalty claims under Labor Code Sections 201-203, 226, 226.2, 226.3, 204, 226.3, 226.7, 403, 404, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, and 1198.

“Effective Date” means the date on which the Court grants final approval of this settlement. Such order becomes final upon the following events: (i) upon the Court issuing an order granting final approval of this settlement if no objections to the settlement are filed, or if an objection is filed but is withdrawn prior to the Court’s Final Approval Hearing (as defined below); or (ii) in the event there are written objections filed prior to the Final approval hearing which are not thereafter withdrawn prior to the hearing, the later of the following events: (a) the day after the last day by which a notice of appeal of the order may be timely filed with the California Court of Appeal, and none is filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested, and if the terms of this settlement are not materially modified by the Court of Appeal; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested, and if the terms of this settlement are not materially modified by the Court of Appeal; or (d) if review is accepted, the day the Supreme Court of the State of California affirms the Settlement, provided that it does not materially modify any terms of this settlement.

THE FINAL APPROVAL HEARING

Presently, the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable and adequate. The Court will conduct a final approval hearing regarding the proposed settlement (the “Final Approval Hearing”) on **DATE** at **TIME**, in Department C24 of the Orange Superior Court located at 700 Civic Center Drive West, Santa Ana, CA 92701. The Court will determine: (i) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the participating Class Members; (ii) whether the participating Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys’ fees and litigation costs that should be awarded to Plaintiff’ counsel; and (iv) the amount that should be awarded to the Plaintiff as an Incentive Award. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. If you decide to hire an attorney to represent you, you will be solely responsible for paying any attorneys’ fees and/or costs associated with that representation.

The Settlement Administrator will give notice to any objecting party of any continuance of the hearing on the Motion for Final Approval. Additionally, you may contact Plaintiff’ counsel, listed at the end of this notice, to inquire into the date and time of the Final Approval hearing.

****DO NOT ENTER THE COURTHOUSE/COURTROOM IF YOU ARE FEELING ILL AND ARE EXPERIENCING ANY FLU-LIKE SYMPTOMS, HAVE A FEVER, ARE COUGHING OR SNEEZING.** If you have a scheduled hearing or appointment or you are otherwise required to appear at one of the courthouses in the Superior Court of California, County of Orange, and you are unable to appear because of the restrictions listed above, you should contact the courtroom in which you are scheduled to appear.**

Condition of Settlement. This settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing fully and finally approving the Settlement as fair, reasonable, adequate and in the best interests of the participating Class Members.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – GET A PAYMENT**

IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

The number of pay periods you worked during the Class Period and the estimated amount of your settlement payment is set forth above in this notice. If you believe that the number of pay periods stated is incorrect, you may dispute it by timely producing evidence to the Settlement Administrator showing that the pay period information is inaccurate. To be considered, your dispute must be sent by first class

U.S. mail to the Settlement Administrator and must be postmarked no later than [REDACTED], 2023 or 45 days after mailing of this notice to you (“Class Member Exclusion Deadline”). If you believe that your stated number of pay periods is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your Released Claims described above.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“Opt-Out”) from the Settlement, but if you choose to do so, you will not receive any payment from the proposed settlement. If you Opt-Out, you will **not** be bound by a judgment (as it pertains to Class Claims) in this case, will not receive payment for Class Claims, and you will not release the Class Claims released by the settlement as described in Section E of this notice. You may however still be an Aggrieved Employee pursuant to The Private Attorneys General Act. If you are, even if you Opt-Out, you will still receive a payment for release of any PAGA claims you may have, and still release those claims.

You can Opt-Out of the Settlement by submitting a letter to the settlement administrator indicating that you wish to be excluded from the settlement by stating “I WISH TO BE EXCLUDED FROM THE SETTLEMENT,” or words to that effect. You must also sign and date your letter and send it by first class U.S. mail to the Settlement Administrator at [REDACTED]. To be valid, your letter must be postmarked no later than [REDACTED], 2023 or 45 days after mailing of this notice to you.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Class Member and retain the ability to participate in any settlement that is approved and receive a settlement payment, but you wish to object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing by serving a copy of the written objection to the Settlement Administrator by first class U.S. mail.

The written objection must be mailed to the Settlement Administrator, ILYM Group, Inc., at [REDACTED] and must be postmarked no later than [REDACTED], 2023 or 45 days after mailing of this notice to you.

You, or an attorney representing you, may also appear at the Final Approval Hearing to object to the settlement.

COUNSEL FOR THE PARTIES

COUNSEL FOR PLAINTIFF/CLASS MEMBERS:

SOLOUKI SAVOY, LLP

Shoham J. Solouki, Esq.
Shoham@soloukisavoy.com
Grant Joseph Savoy, Esq.
Grant@soloukisavoy.com
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012
Telephone: (213) 814-4940
Facsimile: (213) 814-2550

COUNSEL FOR DEFENDANTS:

JACKSON LEWIS P.C.

Arthur K. Cunningham (SBN 97506)
Arthur.Cunningham@jacksonlewis.com
James P. Carter (SBN 150052)
James.Carter@jacksonlewis.com
J. Andrew Schaffer (SBN 320905)
John.Schaffer@jacksonlewis.com
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Telephone: (949) 885-1360
Facsimile: (949) 885-1380

CHANGE OF ADDRESS

If you move after receiving this notice, if it was misaddressed, or if for any reason you want your Settlement Payment or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed “Joint Stipulation of Class Action Settlement” which was filed with the Court on **DATE** and is available for viewing online, along with other court records regarding the Action, on the Court’s website, <https://www.occourts.org>. The pleadings and other records in the Action may also be examined in person at any time during regular business hours at the Office of the Clerk of the Orange County Superior Court, 700 Civic Center Drive West, Santa Ana, CA 92701.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.

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

QUESTIONS?

If you have any questions, you may contact Class Counsel or the Settlement Administrator.

SETTLEMENT ADMINISTRATOR

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS AND PHONE NUMBER]