

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
4 **GAINES & GAINES, APLC**
4550 East Thousand Oaks Boulevard, Suite 100
5 Westlake Village, CA 91362
Telephone: (818) 703-8985
6 Facsimile: (818) 703-8984

7 Attorneys for Plaintiff Kayla Weinreich
and Proposed Class Counsel
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF BUTTE**

11
12 KAYLA WEINREICH, individually and
on behalf of all similarly situated
13 individuals,

14 Plaintiff,

15 v.

16 4LEAF, INC., a California corporation, and
DOES 1 through 10, inclusive,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

CASE NO: 21CV01146

*Assigned to the Honorable Stephen E. Benson,
Dept. 6*

CLASS ACTION

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: November 30, 2022

TIME: 9:00 a.m.

DEPT.: 6

Action Filed: May 6, 2021

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Kayla Weinreich ("Weinreich" or
4 "Plaintiff") and proposed Class Counsel in this action. I have personal knowledge of the facts set
5 forth herein and if called as a witness to testify to them, I could and would do so competently.

6 **Education and Experience:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
10 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
11 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my
12 studies on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

13 4. Since becoming a member of the Bar, and until his recent retirement, I practiced law
14 with my father, Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with
15 an emphasis in employment disputes like this one. Over 95% of my practice is devoted to complex
16 employment litigation similar to the instant action.

17 5. My firm has represented employees in complex employment matters such as this
18 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
19 class counsel in dozens of class action matters since my admission to the Bar. A list of the cases
20 in which I have been appointed as class counsel is attached hereto as **Exhibit A**.

21 **Factual and Procedural Background:**

22 6. On May 4, 2021, Plaintiff exhausted the pre-filing requirements of the Labor Code
23 Private Attorneys General Act of 2004 ("PAGA").

24 7. On May 4, 2021, Plaintiff initiated the Action by filing a putative class action
25 complaint in the Butte County Superior Court, on behalf of herself and all persons similarly
26 situated alleging claims for: (i) failure to pay all minimum and overtime wages in violation of
27 Labor Code sections 510, 1194, and 1194.2; (ii) failure to provide rest periods in violation of Labor
28 Code section 226.7 and the applicable IWC wage order; (iii) failure to provide meal periods in

1 violation of Labor Code sections 226.7 and 512 and the applicable IWC wage order; (iv) failure
2 to provide accurate itemized wage statements in violation of California Labor Code section 226;
3 (v) failure to reimburse for expenses in violation of California Labor Code section 2802; (vi)
4 failure to provide wages when due at separation of employment in violation of California Labor
5 Code sections 201, 202 and 203; and (vii) violation of Business and Professions Code section
6 17200 (the "Lawsuit").

7 8. On July 8, 2021, Plaintiff filed her operative First Amended Complaint, which added
8 a representative claim for penalties pursuant to the PAGA to the Lawsuit.

9 9. Defendant denies any liability or wrongdoing of any kind associated with the claims
10 alleged in the Action, and further denies that the Action is appropriate for class treatment for any
11 purpose other than this settlement. Defendant contends that it has complied at all times with the
12 California Labor Code, Industrial Welfare Commission Wage Orders, and all other applicable
13 federal, state, and local laws and regulations. It is Defendant's position that, if this case were to
14 be litigated, class certification would be inappropriate because Plaintiff is not an adequate class
15 representative, Plaintiff's claims are not typical of putative class members, and individual issues
16 predominate over class issues. The Action, the negotiation and execution of the Settlement
17 Agreement, and all acts performed or documents executed pursuant to or in furtherance of the
18 Settlement Agreement (i) shall not be used as an admission or evidence of wrongdoing on behalf
19 of Defendant; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any
20 action before a civil, criminal, or administrative agency; and (iii) shall not be deemed to be, and
21 may not be used as, an admission or evidence of the appropriateness of these or similar claims for
22 class certification in the Action or with respect to any other proceeding.

23 10. The Class Representative contends that Defendant violated the California Labor
24 Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class
25 certification.

26 **Investigation and Settlement Discussions**

27 11. My colleagues and I conducted a thorough investigation into the facts and law
28 during the prosecution of this class action case, including the exchange of extensive formal and

1 informal discovery and the review and verification of statistical data and other facts and
2 information provided by Defendant. My colleagues and I have investigated the applicable law as
3 applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses
4 thereto, and the damages and other losses claimed by Plaintiff.

5 12. On July 19, 2022, following their exchange of information and documents regarding
6 the Settlement Class and the claims and defenses asserted by the Parties, the Parties commenced
7 arm's-length negotiations with the assistance of mediator Hon. David I. Brown (Sac. Sup. Ct.,
8 Ret.), an experienced mediator who has presided over and helped to resolve numerous wage-hour
9 class actions. Through their assisted negotiations, the Parties reached the resolution of the Action
10 set forth in the Settlement Agreement.

11 **Class Counsel's Assessment of the Fairness of the Settlement and the Risks of Continued**
12 **Litigation:**

13 13. Based on our independent investigation and evaluation, my colleagues and I are of
14 the opinion that settlement for the consideration and on the terms set forth in the Settlement
15 Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in
16 light of all known facts and circumstances, including the risk of significant delay, the risk the
17 Settlement Class will not be certified by the Court, and the defenses asserted by Defendant.

18 14. The Parties agree that the Settlement Class described in the Settlement Agreement
19 may be certified for settlement purposes only and that this motion for approval seeking, *inter alia*,
20 certification of the Settlement Class is for purposes of the settlement only. If for any reason the
21 settlement is not approved, the certification will have no force or effect and will immediately be
22 revoked. The Parties further agree that certification for purposes of the settlement is in no way an
23 admission that class certification is proper under the more stringent standard applied for litigation
24 and that evidence of this limited stipulation for settlement purposes only will not be admissible for
25 any purpose in this or any other proceeding.

26 15. The parties jointly prepared the Stipulation of Settlement of Class Action and PAGA
27 Claims and Release of Claims ("Settlement Agreement", "Settlement", or "Stip."). A true and
28 correct copy of the Settlement is attached hereto as **Exhibit B**.

1 16. In the Lawsuit, Plaintiff alleges that Defendant rounded down the hours reflected on
2 Plaintiff's and other Class Members' time records to pay fewer hours than were actually worked,
3 in violation of Labor Code §§ 510, 558, and 1194. On a weekly basis, this rounding practice
4 allegedly deprived Plaintiff and other Class Members of significant hours worked and wages due.
5 Rounding is only permissible if the employer applies a consistent rounding policy that, on average,
6 favors neither overpayment or nor underpayment. *AHMC Healthcare, Inc. v. Superior Court*
7 (2018) 24 Cal.App.5th 1014. Plaintiff contends that she and Class Members were adversely
8 affected as a result of the rounding policy.

9 17. Plaintiff further alleges that Defendant failed to pay Plaintiff and Class Members all
10 minimum wages and overtime wages earned, in violation of Labor Code §§ 510, 1194 and 1194.2.
11 Plaintiff contends that she and Class Members frequently worked off-the-clock and without
12 compensation, including to use their personal cell phones to check work emails, but were not paid
13 for this time. In addition, Plaintiff argues that she was routinely required to work overtime off-the-
14 clock (Plaintiff would typically work overtime weekly that went unpaid), and that Defendant
15 required Plaintiff and other Class Members to arrive to work 15 minutes prior to their shift start
16 time to prepare their station for customers; however, they were instructed to not clock in until their
17 scheduled shift time and were not paid for this time spent working prior to their shift. Overall, in
18 the aggregate, Plaintiff estimates that she typically worked 45 minutes per week without
19 compensation. This violates Labor Code §§ 510, 1194, and 1194.2. Plaintiff calculates the unpaid
20 wages sought at up to \$2,877,000, but this claim required a discount for settlement purposes at
21 this juncture of the litigation. Defendant asserted numerous defenses to this claim – including that
22 it could not be certified because Plaintiff's experiences were atypical of those of other Class
23 Members, particularly because Class Members worked at many locations with different practices
24 governing their employment. Based on the risk of loss as to class certification and on the merits,
25 the compromise here is a fair one.

26 18. Plaintiff further contends that Defendant failed to permit or authorize Plaintiff and
27 Class Members to take timely 30-minute meal periods for shifts greater than 5 hours in length, in
28 violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 4-2001. Labor Code § 512

1 provides that employers (like Defendant) may not employ an employee for a work period of more
2 than 5 hours without providing a 30-minute meal period starting no later than the end of the 5th
3 hour. Plaintiff and Class Members contend that they were routinely unable to take a proper meal
4 period when they worked shifts in excess of 5 hours in duration and a second meal period when
5 they worked shifts in excess of 10 hours in duration.

6 19. Further, Defendant maintains two meal period policies that are effective as of
7 January 1, 2018 (the “January Handbook”) and April 2022 (the “April Handbook”). Based on the
8 procedural status, the January Handbook was in effect for the vast majority of the Class Period.
9 Although Defendant’s April Handbook contains legally compliant meal and rest period policies,
10 the January Handbook provides an allegedly illegal meal period policy because it omits any
11 requirement for a second meal period for shifts worked in excess of ten hours in a workday.
12 Plaintiff argues that this policy was enforced because she did not receive a second meal period
13 during her employment with Defendant. Based on an analysis of a wage and time data provided
14 by Defendant through informal discovery, Plaintiff estimates a meal period violation rate of 25%,
15 yielding exposure to Defendant of up to approximately \$2,463,000. This claim, however, required
16 a discount for settlement purposes due to the risk involved in further litigation, including the risk
17 of non-certification and the risk that Plaintiff would not prevail on the merits.

18 20. Plaintiff also contends that Defendant failed to pay Plaintiff and Class Members
19 premium wages for missed, denied and unauthorized rest periods in violation of Labor Code §
20 226.7 and 558 and IWC Wage Order 4-2001. Plaintiff and Class Members were allegedly denied,
21 and therefore unable to take, 10-minute on-the-clock rest periods for every four hours of work or
22 major fraction thereof, but were not paid premium wages of one hour’s pay for each missed, denied
23 and unauthorized rest period. Defendant, however, contends that it always maintained legally
24 compliant rest period *policies* in all versions of its employee handbook, rendering this claim without
25 merit. Indeed, this claim would be difficult to certify and to prevail on because of this defense,
26 rendering its value as nominal for settlement purposes.

27 21. Plaintiff also argues that Plaintiff and Class Members were required to incur
28 expenses in the performance of their job duties for which they are not fully reimbursed, in violation

1 of Labor Code § 2802. Plaintiff alleges that she and Class Members were required to use their
2 personal cell phones for work, but were not fully reimbursed by Defendant for these expenses.
3 The maximum value of this claim is projected at approximately \$393,000, but it was subject to
4 multiple defenses, including that Defendant fully reimbursed all expenses upon request, and that
5 use of personal cell phones was not reasonable or necessary to employees' work functions.

6 22. Plaintiff further alleges on a solely derivative basis that the wage statements
7 provided by Defendant failed to comply with Labor Code § 226(a). Plaintiff calculates statutory
8 penalties on this claim at \$1,180,950, although it, too, required a discount for settlement purposes
9 based on risk as to both the merits of the claim and as to class certification. If Plaintiff did not
10 prevail on her underpaid wages claim, or did not certify the class, the value of this claim would be
11 zero.

12 23. Finally, Plaintiff sought penalties for waiting time (Labor Code section 203) and
13 under PAGA, predicated on all the claims alleged in the Action. The value of these arguably
14 oppressive and duplicative penalties could exceed \$10,000,000 (without stacking PAGA
15 penalties). These claims also required a significant compromise at this juncture of the litigation,
16 and the compromise reached is fair given the risk of loss on the merits and as to class certification.

17 24. The discount negotiated for settlement here is a reasonable compromise, particularly
18 considering that the risk of obtaining class certification on all or any of Plaintiff's claims involves
19 a 50% or higher hurdle, especially with respect to the unpaid wage, meal and rest period claims,
20 to which Defendant maintains strong arguments to defeat class certification (in addition to multiple
21 defenses on the merits of the claims). Class certification is a substantial risk in any class action
22 case. Here, while Plaintiff maintains that the requirements of class certification are met, Defendant
23 proffers various arguments why class treatment is not appropriate, including but not limited to that
24 individualized inquires among class members predominate over common ones. If Defendant was
25 to defeat Plaintiff's class certification motion, there would be no class wide relief whatsoever, and
26 most class members would likely not file individual claims.

27 25. Plaintiff also faced the risk of a loss on the merits on her claims. It is very possible
28 that the Court would agree with Defendant's position that its practices complied with the

1 requirements of California law or could not be certified. In such a case, the value of the majority
2 of Plaintiff's claims would be zero.

3 26. Finally, Plaintiff faced the risk that she would not obtain a maximum
4 damage/penalty award on all (or any of) her claims. For example, Plaintiff seeks discretionary
5 penalties pursuant to the PAGA. Even if Plaintiff did prevail on these claims, it is possible that
6 the Court would not impose all penalties pursuant to its discretionary power to reduce them.

7 27. Defendant strongly contends that its policies and practices do not violate any laws.
8 It contends that it properly provided for all meal and rest periods and fully compensated its
9 employees for all time worked. It further contends that the wage statements it provides to its
10 employees are fully compliant with California law.

11 28. When the costs and risks of non-certification and loss on the merits are considered,
12 my colleagues and I are of the opinion that the settlement reached is clearly a favorable one.

13 29. The settlement for each Class Member is fair, reasonable and adequate, given the
14 inherent risk of litigation, the risk relative to class certification and the costs of pursuing such
15 litigation. The settlement shall finally resolve all claims of the Class Members as alleged in the
16 Action.

17 **Class Certification Requirements:**

18 30. To date, no class has been certified. The Stipulation of Settlement contains a
19 provision pursuant to which we stipulate to the Court's provisional certification of the
20 approximately 700-member Settlement Class, but do so for purposes of this settlement only.

21 31. In this case, the Class Members are identifiable from Defendant's employment and
22 payroll records. Further, the Settlement Class is sufficiently numerous to warrant certification.
23 According to Defendant's records, the Class comprises approximately 700 employees.

24 32. The Class Members' claims all stem from a common source: members of the
25 Settlement Class allege that Defendant violated the same Labor Code provisions in connection
26 with their employment. All members of the Class seek the same relief under the same California
27 laws (related to unpaid wages, unpaid meal and rest period premiums, inaccurate or incomplete
28 wage statements, failure to timely pay wages due upon separation, failure to reimburse expenses,

1 and derivative claims). Under these circumstances, the commonality requirement is satisfied for
2 purposes of certifying the Settlement Class for settlement purposes.

3 33. In this case, named Plaintiff and proposed Class Representative Kayla Weinreich is
4 a former non-exempt employee who worked for Defendant in the State of California during the
5 Class Period. She contends that Defendant failed to pay all wages due, failed to provide meal and
6 rest periods, failed to comply with itemized employee wage statement provisions, failed to
7 reimburse expenses, and failed to timely pay wages at the separation of employment, in violation
8 of Labor Code §§ 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 2698, 2699, and
9 2802, among other Labor Code provisions. She has the same claims as those that the members of
10 the Settlement Class would reasonably be expected to bring based on the course of conduct alleged
11 herein.

12 34. Plaintiff has also demonstrated that she will aggressively and competently assert the
13 interests of the proposed Settlement Class; she has taken an active role in this litigation and has no
14 apparent conflicts with other class members.

15 **Settlement of Claims Pursuant to Labor Code § 2699 et seq. (PAGA)**

16 35. Concurrently with the filing of this Motion, my office is transmitting the Settlement
17 Agreement (and these approval documents) to the LWDA, in compliance with Labor Code §
18 2699(1)(2).

19 I declare, under penalty of perjury, under the laws of the State of California, that the
20 foregoing is true and correct. Executed this 31st day of October, 2022 at Westlake Village,
21 California.

22
23 Daniel F. Gaines
24 DANIEL F. GAINES
25
26
27
28

EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVD51712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

1 GAINES & GAINES, APLC
2 DANIEL F. GAINES, ESQ. SBN 251488
3 daniel@gaineslawfirm.com
4 ALEX P. KATOFISKY, ESQ. SBN 202754
5 alex@gaineslawfirm.com
6 EVAN S. GAINES, ESQ. SBN 287668
7 evan@gaineslawfirm.com
8 27200 Agoura Rd., Suite 101
9 Calabasas, CA 91301
10 Telephone: (818) 703-8985
11 Facsimile: (818) 703-8984J

12 Attorneys for Plaintiff Kayla Weinreich

13 BOUTIN JONES INC.
14 Bruce M. Timm (SBN 199679)
15 Kimberly A. Lucia (SBN 266503)
16 Andrew M. Ducart (SBN 293714)
17 555 Capitol Mall, Suite 1500
18 Sacramento, CA 95814
19 Telephone: (916) 321-4444
20 Fax: (916) 441-7597
21 Email: btimm@boutinjones.com
22 klucia@boutinjones.com
23 aducart@boutinjones.com

24 Attorneys for Defendant 4LEAF, Inc.

25
26
27
28
SUPERIOR COURT OF CALIFORNIA
COUNTY OF BUTTE

20 KAYLA WEINREICH, individually and on
21 behalf of all similarly situated individuals,

22 Plaintiff,

23 v.

24 4LEAF INC., a California corporation, and
25 DOES 1 through 10, inclusive,

26 Defendants.

Case No. 21CV01146

**STIPULATION OF SETTLEMENT OF
CLASS ACTION AND PAGA CLAIMS
AND RELEASE OF CLAIMS**

27
28
STIPULATION OF SETTLEMENT OF CLASS ACTION AND RELEASE OF CLAIMS

1 This Stipulation of Settlement of Class and PAGA Claims and Release of Claims (the
2 "Agreement") is entered into by and between Plaintiff Kayla Weinreich ("Plaintiff"), individually
3 and on behalf of the Settlement Class, and in her representative capacity on behalf of the State of
4 California and the PAGA Members, and Defendant 4LEAF, Inc. ("Defendant").

5 **I. RECITALS**

6 A. On May 4, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce
7 Development Agency ("LWDA") and served the same on Defendant (the "PAGA Letter.")

8 B. On May 4, 2021, Plaintiff filed a putative class action complaint in the Butte County
9 Superior Court, on behalf of herself and all persons similarly situated alleging claims for: (i) failure
10 to pay all minimum and overtime wages in violation of Labor Code sections 510, 1194, and 1194.2;
11 (ii) failure to provide rest periods in violation of Labor Code section 226.7 and the applicable IWC
12 wage order; (iii) failure to provide meal periods in violation of Labor Code sections 226.7 and 512
13 and the applicable IWC wage order; (iv) failure to provide accurate itemized wage statements in
14 violation of California Labor Code section 226; (v) failure to reimburse for expenses in violation of
15 California Labor Code section 2802; (vi) failure to provide wages when due at separation of
16 employment in violation of California Labor Code sections 201, 202 and 203; and (vii) violation of
17 Business and Professions Code section 17200 (the "Lawsuit").

18 C. On July 8, 2021, Plaintiff filed her operative First Amended Complaint, which added
19 a representative claim for penalties pursuant to the Private Attorneys General Act ("PAGA"), Labor
20 Code sections 2698 *et seq.*, to the Lawsuit.

21 D. On July 19, 2022, the Parties participated in mediation presided over by the Hon.
22 David Brown, an experienced mediator of wage and hour class and PAGA actions. The mediation
23 took place over a full day and involved extensive, arms-length negotiations, which concluded with
24 an agreement of the Parties to settle the Lawsuit.

25 E. Defendant denies that it has violated any applicable law, committed any wrong
26 against Plaintiff or any other current or former employee, or that it has otherwise damaged Plaintiff
27 or any other current or former employee in any way.

1 F. This Agreement represents a compromise and settlement of highly disputed claims.
2 It replaces and supersedes any other agreements, understandings, or representations between the
3 Parties. Nothing in this Agreement is intended or will be construed as an admission by Defendant
4 that the claims in the Lawsuit have merit or that Defendant bears any liability to Plaintiff or any other
5 current or former employee on those claims or any other claims, or as an admission by Plaintiff that
6 Defendant's defenses in the Lawsuit have merit. If for any reason the settlement does not become
7 effective, Defendant reserves the right to contest certification of any class action for any reason, and
8 reserves all available defenses to the claims in the Lawsuit.

9 G. The Parties believe that the Settlement is fair, reasonable and adequate. The
10 Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors.
11 The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Lawsuit
12 through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle,
13 compromise and discharge all disputes and claims arising from or relating to the Lawsuit.

14 **II. DEFINITIONS**

15 A. "Action" shall mean the Lawsuit, as defined above, in the matter of *Weinreich v.*
16 *4LEAF, Inc.*, Butte County Superior Court, Case No. 21CV01146 (hereinafter "the Action").

17 B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
18 Class and PAGA Claims and Release of Claims.

19 C. "Class Counsel" shall mean Daniel F. Gaines, Esq., Alex P. Katofsky, Esq., and Evan
20 S. Gaines, Esq. of Gaines & Gaines, APLC.

21 D. "Class Counsel Award" means the award of fees and expenses that the Court
22 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Class
23 in the Action, consisting of attorneys' fees not to exceed thirty five percent (35%) of the Gross
24 Settlement Amount, currently estimated to be \$175,000.00, plus costs and expenses not to exceed
25 \$12,000.00, and supported by declaration as to the reasonableness of attorneys' fees and costs. The
26 Class Counsel Award shall be paid from the Gross Settlement Amount.

27 E. "Class Data" means information regarding Class Members that Defendant will in

1 good faith compile from its records and provide to the Settlement Administrator. It shall be formatted
2 as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known
3 address; Social Security Number; start dates and end dates of employment or such other data that
4 will permit the Settlement Administrator to fulfill its duties under this Agreement and calculate the
5 Payment Ratio and PAGA Payment Ratio.

6 F. "Class Members" or the "Class" means all employees who are or previously were
7 employed by Defendant in California and who were classified as non-exempt employees during the
8 Class Period.

9 G. "Class Period" means the period from May 4, 2017 to the earlier of (i) the date the
10 Court grants preliminary approval of the Settlement or (ii) October 17, 2022 (the "Class Period End
11 Date").

12 H. "Class Representative Service Award" means the amount that the Court authorizes to
13 be paid to the Class Representative, in addition to her Individual Settlement Payment and her pro-
14 rata share of the PAGA Settlement, in recognition of her efforts and risks in assisting with the
15 prosecution of the Action and, partially, in exchange for executing a General Release of Defendant.

16 I. "Class Representative" shall mean Plaintiff Kayla Weinrich.

17 J. "Court" means the Superior Court for the State of California, County of Butte
18 currently presiding over the Action.

19 K. "Defendant" shall mean 4LEAF, Inc.

20 L. "Defendant's Counsel" shall refer to Boutin Jones Inc.

21 M. "Effective Date" means the date of entry by the Court of an order and judgment finally
22 approving this Settlement.

23 N. "Funding Date" shall mean thirty (30) calendar days after the Effective Date and is
24 the date Defendant transfers the Gross Settlement Amount into the QSF in accord with the terms of
25 this Agreement.

26 O. "Gross Settlement Amount" means Five Hundred Thousand Dollars (\$500,000.00)
27 that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of the

1 Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award,
2 PAGA Settlement and the Settlement Administration Costs and *exclusive* of the employer's share of
3 payroll tax, if any, triggered by any payment under this Settlement.

4 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
5 Amount to each Settlement Class Member and excludes any amounts distributed to PAGA Members
6 pursuant to PAGA.

7 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the
8 Class Counsel Award, Class Representative Service Award, PAGA Settlement, and Settlement
9 Administration Costs.

10 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
11 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting
12 changes to facilitate printing by the Settlement Administrator).

13 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
14 Labor Code §§ 2698 *et seq.*

15 T. "PAGA Members" shall mean all employees who are or previously were employed
16 by Defendant in California and who were classified as non-exempt employees during the PAGA
17 Period.

18 U. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA
19 Period for each PAGA Member divided by the sum total of the PAGA Pay Periods for all PAGA
20 Members during the PAGA Period.

21 V. "PAGA Pay Periods," for purposes of calculating the distribution of the PAGA
22 Member Payment, as defined herein, means the number of pay periods of employment during the
23 PAGA Period that each PAGA Member worked in California in a non-exempt position.

24 W. "PAGA Period" means the period of May 4, 2020 to the Class Period End Date.

25 X. "PAGA Settlement" shall mean Twenty Thousand Dollars (\$20,000.00) to be
26 allocated from the Gross Settlement Amount.

27 Y. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either

1 Plaintiff or Defendant, individually.

2 Z. "Payment Ratio" means the respective Workweeks for each Class Member divided
3 by the sum total Workweeks for all Class Members.

4 AA. "Plaintiff" shall mean plaintiff Kayla Weinreich.

5 BB. "QSF" means the Qualified Settlement Fund established, designated and maintained
6 by the Settlement Administrator to fund the Gross Settlement Amount.

7 CC. "Released Class Claims" means all class claims alleged or that could have been
8 alleged based on the factual allegations in the operative complaint in the Action and Plaintiff's PAGA
9 Letter, which occurred during the Class Period during employment in a non-exempt position, and
10 expressly excluding claims for vested benefits, wrongful termination, unemployment insurance,
11 disability, social security, workers' compensation, and class claims outside of the Class Period, and
12 excluding claims for PAGA penalties, which are separately released herein.

13 DD. "Released PAGA Claims" means all PAGA claims alleged or that could have been
14 brought based on the factual allegations in the operative complaint in the Action and Plaintiff's
15 PAGA Letter, which occurred during the PAGA Period during employment in a non-exempt
16 position, and expressly excluding claims for vested benefits, wrongful termination, unemployment
17 insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA
18 Period.

19 EE. "Released Parties" means Defendant, as well as each of its officers, directors,
20 members, partners, owners, shareholders, agents, managing agents, insurers, assigns, predecessors,
21 successors, parent companies and organizations, and any other entity which Plaintiff, individually
22 on behalf of herself and on behalf of all Class Members and PAGA Members, might claim are
23 responsible for the damages sought in the Action.

24 FF. "Response Deadline" means the date forty-five (45) days after the Settlement
25 Administrator mails Notice Packets to Class Members and the last date on which Class Members
26 may submit requests for exclusion or objections to the Settlement.

27 GG. "Settlement" means the disposition of the Action pursuant to this Agreement.

1 HH. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
2 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement Administrator
3 establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and
4 Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is
5 deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement
6 Administrator shall maintain the funds until distribution in an account(s) segregated from the assets
7 of Defendant and any person related to Defendant. All accrued interest shall be paid and distributed
8 to the Settlement Class Members as part of their respective Individual Settlement Payment.

9 II. "Settlement Class Members" or "Settlement Class" means all Class Members who
10 have not submitted a timely and valid request for exclusion as provided in this Agreement.

11 JJ. "Workweeks," for purposes of calculating the distribution of the Net Settlement
12 Amount, means the number of weeks of employment during the Class Period that each Class Member
13 was employed by Defendant in California in a non-exempt position, excluding weeks during which
14 the Class Member did not perform any work for Defendant.

15 **III. TERMS AND CONDITIONS OF SETTLEMENT**

16 A. Settlement Consideration and Settlement Payments by Defendant.

17 1. Gross Settlement Amount. In full and complete settlement of the
18 Action, in exchange for the releases set forth below, and subject to the terms and conditions in this
19 Agreement, Defendant will pay the Gross Settlement Amount of Five Hundred Thousand Dollars
20 (\$500,000.00). This amount is all-inclusive of all payments contemplated in this Agreement,
21 excluding any employer-share payroll taxes on the portion of the Net Settlement Fund allocated to
22 wages, and except as may be payable in accordance with Paragraph III(A)(2) below. The Parties
23 agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount
24 shall revert to Defendant.

25 2. Class Size. Defendant estimates that the Settlement Class is comprised
26 of no more than 700 individuals who collectively worked no more than 50,000 Workweeks
27 ("Projected Workweeks") during the Class Period. In the event the number of workweeks during

the Class Period increases by ten percent (10%) or more beyond the Projected Workweeks (i.e., to 55,000 or more), then Defendant shall have the option to either: (i) increase the Gross Settlement Amount on a pro rata basis according to the percentage that the actual Workweeks are greater than 55,000; or (ii) agree that the Class Period End Date shall be the date on which the Workweeks reach 55,000.

3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross Settlement Amount to the Settlement Administrator on the Funding Date and Defendant shall pay the employer-side payroll taxes owed within ten (10) days of the Settlement Administrator notifying Defendant of the amount of such payment.

B. Release by Settlement Class Members. Subject to Defendant's payment of the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the PAGA Members. Subject to Defendant's payment of the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the PAGA Released Claims for the PAGA Period.

D. General Release by Plaintiff. Subject to Defendant's payment of the Gross Settlement Amount, for the consideration set forth in this Agreement which includes the Class Representative Service Award, Plaintiff waives, releases, acquits and forever discharges the Released Parties from any and all claims, attorneys' fees and demands, whether known or unknown, which exist or may exist on her behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act, the

1 California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state
2 wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment
3 Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of
4 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the
5 Family Medical Leave Act, California's Whistleblower Protection Act, California Business &
6 Professions Code Section 17200 *et seq.*, and any and all claims arising under any federal, state or
7 other governmental statute, law, regulation or ordinance.

8 E. Plaintiff's Release of Unknown Claims. Plaintiff also waives and relinquishes any
9 and all claims, rights or benefits that she may have under, California Civil Code § 1542, which
10 provides as follows:

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

17 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
18 release and discharge of the Released Parties, Plaintiff expressly acknowledges this Agreement is
19 intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist
20 in Plaintiff's favor at the time of signing this Agreement, and that this Agreement contemplates the
21 extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Agreement, including
22 this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the
23 opportunity to consult with counsel of Plaintiff's choosing about this Agreement and specifically about
24 the waiver of section 1542, and that Plaintiff understands this Agreement and the section 1542 waiver,
25 and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that
26 Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes
27 to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees

1 that the releases and agreements contained in this Agreement shall remain effective in all respects
2 notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any
3 and all risk of any mistake in connection with the true facts involved in the matters, disputes, or
4 controversies released or described in this Agreement or with regard to any facts now unknown to
5 Plaintiff relating thereto.

6 F. Conditions Precedent: This Settlement will become final and effective only upon the
7 occurrence of all of the following events:

- 8 1. The Court enters an order granting preliminary approval of the Settlement;
- 9 2. The Court enters an order granting final approval of the Settlement and a Final
10 Judgment;
- 11 3. If an objector appears at the final approval hearing, the time for appeal of the
12 Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an
13 appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting
14 Final Approval of Class Action Settlement; and
- 15 4. Defendant fully funds the Gross Settlement Amount.

16 G. Nullification of Settlement Agreement. In the event that this Settlement Agreement
17 is not preliminarily or finally approved by the Court, fails to become effective, or is reversed,
18 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining
19 a complete resolution of the Released Claims, or if Defendant fails to fully fund the Gross Settlement
20 Amount:

- 21 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
22 and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or
23 with respect to any issue, substantive or procedural;
- 24 2. The conditional class certification (obtained for any purpose) shall be void *ab*
25 *initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral
26 proceeding for any purpose or with respect to any issue, substantive or procedural; and

1 3. None of the Parties to this Settlement will be deemed to have waived any
2 claims, objections, defenses or arguments in the Action, including with respect to the issue of class
3 certification.

4 4. The Parties will equally bear responsibility for any cost to issue or reissue any
5 curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to
6 the date of nullification.

7 H. Certification of the Settlement Class. The Parties stipulate to conditional class
8 certification of the Class for the Class Period for purposes of settlement only. In the event that this
9 Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or
10 modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete
11 resolution of the Released Claims, the conditional class certification (obtained for any purpose) shall
12 be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative
13 or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

14 I. Tax Liability. The Parties make no representations as to the tax treatment or legal
15 effect of the payments called for, and Plaintiff, Class Members and/or PAGA Members are not
16 relying on any statement or representation by the Parties in this regard. Plaintiff, Class Members
17 and/or PAGA Members understand and agree that they will be responsible for the payment of any
18 taxes and penalties assessed on the Class Representative Service Award, Individual Settlement
19 Payments and/or PAGA Members' individual shares of the PAGA Settlement described and will be
20 solely responsible for any penalties or other obligations resulting from their personal tax reporting
21 of the Class Representative Service Payment, Individual Settlement Payments and/or PAGA
22 Members' individual shares of the PAGA Settlement.

23 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
24 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
25 "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
26 communication or disclosure between or among the Parties or their attorneys and other advisers, is
27 or was intended to be, nor shall any such communication or disclosure constitute or be construed or

1 be relied upon as, tax advice within the meaning of United States Treasury Department circular 230
2 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her
3 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
4 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
5 Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any
6 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
7 that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party
8 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
9 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
10 acknowledging party of the tax treatment or tax structure of any transaction, including any
11 transaction contemplated by this Agreement.

12 K. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
13 the Court a Motion for Order Granting Preliminary Approval and supporting papers (the "Motion"),
14 which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the
15 Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to
16 propose changes or additions to the Motion.

17 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
18 establishing and administering the QSF; calculating, processing and mailing payments to the Class
19 Representatives, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets
20 to the Class Members as directed by the Court; receiving and reporting the objections and requests
21 for exclusion; calculating, deducting and remitting all legally required taxes from Individual
22 Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the
23 Individual Settlement Payments and/or PAGA Members' individual shares of the PAGA Settlement;
24 processing and mailing tax payments to the appropriate state and federal taxing authorities; providing
25 declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and
26 other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.
27 The Settlement Administrator shall keep the Parties timely apprised of the performance of all

1 Settlement Administrator responsibilities by among other things, sending a weekly status report to
2 the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in
3 Settlement it receives (including the numbers of valid and deficient), and number of objections
4 received.

5 M. Notice Procedure.

6 1. Class Data. No later than fifteen (15) business days after the Preliminary
7 Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for
8 purposes of preparing and mailing Notice Packets to the Class Members.

9 2. Notice Packets.

10 a) The Notice Packet shall contain the Notice of Class Action
11 Settlement in a form substantially similar to the form attached as Exhibit A. The Notice of Class
12 Action Settlement shall inform Class Members and PAGA Members that they need not do anything
13 in order to receive an Individual Settlement Payment and/or PAGA Members' individual shares of
14 the PAGA Settlement and to keep the Settlement Administrator apprised of their current mailing
15 address, to which the Individual Settlement Payments and/or PAGA Members' individual shares of
16 the PAGA Settlement will be mailed following the Funding Date. The Notice of Class Action
17 Settlement shall set forth the release to be given by all members of the Class who do not request to
18 be excluded from the Settlement Class and/or PAGA Members in exchange for an Individual
19 Settlement Payment and/or PAGA Members' individual shares of the PAGA Settlement, the number
20 of Workweeks worked by each Class Member during the Class Period and PAGA Period, if any, and
21 the estimated amount of their Individual Settlement Payment if they do not request to be excluded
22 from the Settlement and each PAGA Member's share of the PAGA Settlement, if any. The
23 Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and
24 PAGA Pay Periods. The Notice will also advise the PAGA Members that they will release the
25 Released PAGA Claims and will receive their share of the PAGA Settlement regardless of whether
26 they request to be excluded from the Settlement.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fifteen (15) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the start and end dates of employment to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement

1 Administrator's determination of the eligibility for and amount of any Individual Settlement Payment
2 shall be binding upon the Class Member and the Parties.

3 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
4 by the Settlement Administrator concerning the administration of the Settlement will be resolved by
5 the Court under the laws of the State of California. Before any such involvement of the Court,
6 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
7 involving the Court.

8 7. Exclusions. The Notice of Class and PAGA Action Settlement contained in
9 the Notice Packet shall state that Class Members who wish to exclude themselves from the
10 Settlement must submit a signed copy of the Request for Exclusion form to the Settlement
11 Administrator by the Response Deadline. A Request for Exclusion form will be mailed together with
12 the Notice Packet to all Class Members. The Request for Exclusion will not be valid if it is not
13 timely submitted, if it is not signed by the Class Member, or if it does not contain the name and
14 address and last four digits of the Social Security number of the Class Member. The date of the
15 postmark on the mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive
16 means used to determine whether the request for exclusion was timely submitted. Any Class Member
17 who submits a timely Request for Exclusion shall be excluded from the Settlement Class and will
18 not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of
19 the Settlement or have any right to object, appeal or comment thereon. However, any Class Member
20 that submits a timely Request for Exclusion that is also a member of the PAGA Members will still
21 receive their pro rata share of the PAGA Settlement, as specified below, and in consideration, will
22 be bound by the Release by the PAGA Members as set forth herein. Settlement Class Members who
23 fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be
24 bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement
25 is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the
26 Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members
27 who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their

1 counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion
2 from the Settlement.

3 8. Objections. The Notice of Class and PAGA Action Settlement contained in
4 the Notice Packet shall state that Class Members who wish to object to the Settlement may submit
5 to the Settlement Administrator a written statement of objection ("Notice of Objection") by the
6 Response Deadline. The postmark date of mailing shall be deemed the exclusive means for
7 determining that a Notice of Objection was served timely. The Notice of Objection, if in writing,
8 must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the
9 name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the basis
10 for the objection; and (5) if the Settlement Class Member intends to appear at the Final
11 Approval/Settlement Fairness Hearing. Class Members who fail to make objections in writing in the
12 manner specified above may still make their objections orally at the Final Approval/Settlement
13 Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear
14 at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court
15 regardless of whether they submitted a written objection. At no time shall any of the Parties or their
16 counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to
17 the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written
18 request for exclusion may not object to the Settlement. Class Members may not object to the PAGA
19 Settlement.

20 N. Funding and Allocation of the Gross Settlement Amount. Defendant is required to
21 pay the Gross Settlement Amount on or before the Funding Date, plus any employer's share of
22 payroll taxes as mandated by law within the time specified herein.

23 1. Calculation of Individual Settlement Payments. Individual Settlement
24 Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula
25 set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number
26 of Workweeks for all Class Members. The respective Workweeks for each Class Member will be
27 divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class

1 Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement
2 Amount to calculate each Class Member's estimated Individual Settlement Payment. Each
3 Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings
4 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit
5 valid and timely requests for exclusion will be redistributed to Settlement Class Members who do
6 not submit valid and timely requests for exclusion on a pro rata basis based on their respective
7 Payment Ratios.

8 2. Calculation of Individual Payments to the PAGA Members. Using the Class
9 Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all PAGA
10 Members during the PAGA Period. The respective PAGA Pay Periods for each PAGA Member will
11 be divided by the total PAGA Pay Periods for all PAGA Members, resulting in the "PAGA Payment
12 Ratio" for each PAGA Member. Each PAGA Member's PAGA Payment Ratio will then be
13 multiplied by the PAGA Member Payment to calculate each PAGA Member's estimated share of
14 the PAGA Settlement.

15 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
16 Settlement Payments shall be allocated and treated as follows: 50% as wages ("Wage Portion"); 50%
17 as penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to wage withholdings
18 and shall be reported on IRS Form W-2. The Non-Wage Portion shall not be subject to wage
19 withholdings and shall be reported on IRS Form 1099.

20 4. Allocation of PAGA Member Payments. For tax purposes, PAGA Member
21 Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS
22 Form 1099.

23 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
24 individual shares of the PAGA Settlement made to Settlement Class Members and/or PAGA
25 Members under this Settlement Agreement, as well as any other payments made pursuant to this
26 Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit
27 plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans,

1 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
2 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
3 affect any rights, contributions, or amounts to which any Class Members may be entitled under any
4 benefit plans.

5 6. All monies received by Settlement Class Members under the Settlement which
6 are attributable to wages shall constitute income to such Settlement Class Members solely in the year in
7 which such monies actually are received by the Settlement Class Members. It is the intent of the Parties
8 that Individual Settlement Payments and individual shares of the PAGA Settlement provided for in this
9 Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members
10 and/or PAGA Members in connection with this Settlement Agreement, with the exception of Plaintiff,
11 and that the Settlement Class Members and/or PAGA Members are not entitled to any new or additional
12 compensation or benefits as a result of having received the Individual Settlement Payments and/or their
13 shares of the PAGA Settlement.

14 7. Mailing. Individual Settlement Payments and PAGA Member Payments shall
15 be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or PAGA Members'
16 last known mailing address no later than fifteen (15) calendar days after the Funding Date.

17 8. Expiration. Any checks issued to Settlement Class Members and PAGA
18 Members shall remain valid and negotiable for one hundred eighty (180) days from the date of their
19 issuance. If a Settlement Class Member and/or PAGA Member does not cash their settlement check
20 within 90 days, the Settlement Administrator will send a letter to such persons, advising that the
21 check will expire after the 180th day, and invite that Settlement Class Member and/or PAGA
22 Member to request reissuance in the event the check was destroyed, lost or misplaced. In the event
23 an Individual Settlement Payment and/or PAGA Member's individual share of the PAGA Settlement
24 check has not been cashed within one hundred eighty (180) days, all funds represented by such
25 uncashed checks, plus any interest accrued thereon, shall be distributed consistent with California
26 Code of Civil Procedure Section 384 as follows: to Capitol Pro Bono. Neither Class Counsel,
27

1 Defendant's Counsel, nor any of the Parties, have any interest, pecuniary or otherwise, in Capitol
2 Pro Bono.

3 9. Class Representative Service Award. In addition to the Individual Settlement
4 Payments and the individual shares of the PAGA Settlement to be paid to Plaintiff, Plaintiff will
5 apply to the Court for an award of not more than \$12,000.00 as the Class Representative Service
6 Award. Defendant will not oppose a Class Representative Service Award of not more than
7 \$12,000.00 for Plaintiff. The Settlement Administrator shall pay the Class Representative Service
8 Award, either in the amount stated herein if approved by the Court or some other amount as approved
9 by the Court, to Plaintiff from the Gross Settlement Amount, no later than fifteen (15) calendar days
10 after the Funding Date. Any portion of the requested Class Representative Service Award that is not
11 awarded to the Class Representative shall be part of the Net Settlement Amount and shall be
12 distributed to Settlement Class Members as provided in this Agreement. The Settlement
13 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for her Class Representative
14 Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes
15 on her Class Representative Service Award and shall hold harmless the Released Parties from any
16 claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service
17 Award. The Class Representative Service Award shall be in addition to Plaintiff's Individual
18 Settlement Payment as a Settlement Class Member. Approval of this Settlement shall not be
19 conditioned on Court approval of the requested amount of the Class Representative Service Award.
20 In the event that the Court reduces or does not approve the requested Class Representative Service
21 Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

22 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
23 attorneys' fees not to exceed thirty five percent (35%) of the Gross Settlement Amount, currently
24 estimated to be One Hundred Seventy Five Thousand Dollars (\$175,000.00), plus costs and expenses
25 supported by declaration not to exceed Twelve Thousand Dollars (\$12,000.00), from the Gross
26 Settlement Amount will be filed. Defendant will not oppose any requests consistent with this
27 paragraph. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel

1 shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as
2 provided in this Agreement. The Settlement Administrator shall allocate and pay the Class Counsel
3 Award to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days
4 the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes
5 on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS
6 Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court
7 reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall
8 not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain
9 binding.

10 11. PAGA Settlement. Twenty Thousand Dollars (\$20,000.00) shall be allocated
11 from the Gross Settlement Amount for settlement of claims for civil penalties under the Private
12 Attorneys General Act of 2004 (“PAGA Settlement”). The Settlement Administrator shall pay
13 seventy-five percent (75%) of the PAGA Settlement (\$15,000.00) to the California Labor and
14 Workforce Development Agency no later than fifteen (15) calendar days after the Funding Date
15 (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA Settlement (\$5,000.00)
16 will be distributed to the PAGA Members as described in this Agreement (hereinafter “PAGA
17 Member Payment”). For purposes of distributing the PAGA Settlement to the PAGA Members, each
18 PAGA Member shall receive their pro-rata share of the PAGA Member Payment using the PAGA
19 Payment Ratio as defined above.

20 12. Settlement Administration Costs. The Settlement Administrator shall be paid
21 for the costs of administration of the Settlement from the Gross Settlement Amount. The Settlement
22 Administration Costs are estimated to be no more than \$20,000.00. The Settlement Administrator
23 shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the
24 Funding Date. If the actual Settlement Administration Costs are less than \$20,000.00, then any
25 portion of that \$20,000.00 not paid as Settlement Administration Costs shall become part of the Net
26 Settlement Amount and shall be distributed to Settlement Class Members as provided in this
27 Agreement.

O. Defendant's Option to Revoke Settlement. Defendant has the right to revoke the Settlement and Defendant shall have the option to terminate this Settlement if, after the Response Deadline, the number of Settlement Class Members who submitted timely and valid written requests for exclusion from the Settlement is at least ten percent (10%) of all Settlement Class Members. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within five (5) calendar days after (i) providing the Class Data to the Settlement Administrator or (ii) the Settlement Administrator provides information regarding opt outs (which can occur no later than fourteen (14) calendar days after the Response Deadline), and (b) pay all Settlement Administration Costs incurred up to the date or as result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

P. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment (“Final Approval Motion”), within twenty (20) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiff will provide Defendant with a draft of the Final Approval Motion at least 3 business days prior filing to give Defendant an opportunity to propose changes or additions.

1. Declaration by Settlement Administrator. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's Final Approval Motion detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

1 2. Final Approval Order and Judgment. Class Counsel shall present an Order
2 Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment
3 thereon, at the time Class Counsel files the Motion for Final Approval.

4 N. Cooperation. The Parties and their counsel will cooperate with each other and use
5 their best efforts to implement and obtain approval from the Court of the Settlement.

6 O. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
7 except such proceedings necessary to implement and complete the Settlement, pending the Final
8 Approval/Settlement Fairness Hearing to be conducted by the Court

9 P. Amendment or Modification. This Agreement may be amended or modified only by
10 a written instrument signed by counsel for all Parties or their successors-in-interest.

11 Q. Entire Agreement. This Agreement, including any attached Exhibits, constitute the
12 entire Agreement among the Parties, and no oral or written representations, warranties or
13 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
14 representations, warranties and covenants contained and memorialized in this Agreement and its
15 Exhibits.

16 R. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
17 and represent they are expressly authorized by the Parties whom they represent to negotiate this
18 Agreement and to take all appropriate Action required or permitted to be taken by such Parties
19 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
20 effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant
21 represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant.
22 Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not
23 assigned any claim, or part of a claim, covered by this Settlement to a third-party.

24 S. No Public Comment: The Parties and their counsel agree that they will not issue any
25 press releases, initiate any contact with the press, respond to any press inquiry, or have any
26 communication with the press about the fact, amount or terms of the Settlement Agreement. Class
27 Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or

1 promotional purposes. Nothing herein will restrict Class Counsel from including publicly available
2 information regarding this settlement in future judicial submissions regarding Class Counsel's
3 qualifications and experience. Further, Class Counsel will not include, reference or use the
4 Settlement Agreement for any marketing or promotional purposes, either before or after the Motion
5 for Preliminary Approval is filed.

6 T. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
7 to the benefit of, the successors or assigns of the Parties, as previously defined.

8 U. California Law Governs. All terms of this Agreement and the Exhibit and any
9 disputes shall be governed by and interpreted according to the laws of the State of California.

10 V. Counterparts. This Agreement may be executed in one or more counterparts. All
11 executed counterparts and each of them shall be deemed to be one and the same instrument provided
12 that counsel for the Parties to this Agreement shall exchange among themselves copies or originals
13 of the signed counterparts.

14 W. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
15 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
16 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
17 and potential.

18 X. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
19 with respect to the interpretation, implementation and enforcement of the terms of this Agreement
20 and all orders and judgments entered in connection therewith, and the Parties and their counsel
21 submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the
22 settlement and all orders and judgments entered in connection with this Agreement.

23 Y. Invalidity of Any Provision. Before declaring any provision of this Agreement
24 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
25 consistent with applicable precedents so as to define all provisions of this Agreement valid and
26 enforceable.

1 Z. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
2 intend to pursue any claims against the Released Parties other than those already encompassed within
3 the Released Class Claims and Released PAGA Claims to be resolved by this Agreement. The
4 Parties further acknowledge, understand and agree that this representation is essential to the
5 Agreement and that this Agreement would not have been entered into were it not for this
6 representation.

7 AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
8 class certification for purposes of this settlement only. Any Party may appeal the final judgment if
9 it incorporates any terms inconsistent with this Agreement, and file a cross-appeal in the event a
10 Party or Settlement Class Members or non-party files an appeal.

11 BB. No Admissions by the Parties. Nothing contained in this Agreement and no
12 documents referred to and no action taken to carry out this Agreement may be construed or used as
13 an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof
14 of the claims asserted in the Action. Other than as may be specifically set forth herein, each Party
15 shall be responsible for and shall bear its/her own attorneys' fees and costs.

16 IT IS SO AGREED AS TO FORM AND CONTENT BY PLAINTIFF:

17
18 DATED: 09 / 02 / 2022

19 
KAYLA WEINREICH

20
21 IT IS SO AGREED AS TO FORM AND CONTENT BY DEFENDANT:

22
23 DATED: 9/26/2022

4LEAF, INC

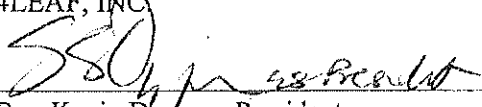
24 
25 By: Kevin Duggan, President

EXHIBIT A

EXHIBIT A

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

KAYLA WEINREICH, individually and on
behalf of all similarly situated individuals,

Plaintiff,

v.

4LEAF INC., a California corporation, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: 21CV01146

**NOTICE OF PENDENCY OF PROPOSED
CLASS ACTION SETTLEMENT AND
FINAL HEARING**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action 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 class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On May 4, 2021, Plaintiff Kayla Weinreich ("Plaintiff"), a former employee of 4Leaf, Inc. ("Defendant"), filed this lawsuit in the Butte County Superior Court. The lawsuit alleges violations of the California Labor Code and California Business and Professions Code. Specifically, the lawsuit alleges that members of the Class (as defined below) were not provided all minimum and overtime wages due; compliant meal and rest periods or premium compensation in lieu thereof; were not reimbursed all business-related expenses; were not timely issued final wages upon separation of employment; and were not issued accurate and complete itemized wage statements. The lawsuit seeks recovery of wages, business-related expenses, damages, interest, statutory and civil penalties, restitution, attorneys' fees and costs. Defendant denies all of the material allegations in the lawsuit and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorneys

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Evan S. Gaines, Esq.
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone: (866) 550-0855

Defendant's Attorneys

Bruce M. Timm, Esq.
Kimberly A. Lucia
Andrew M. Ducart, Esq.
Boutin Jones Inc.
555 Capitol Mall, Suite 1500
Sacramento, CA 95814
Phone: (916) 321-4444

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes she would have prevailed on her claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Stipulation of Settlement of Class Action and PAGA Claims and Release of Claims (“Settlement” or “Settlement Agreement”), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff’s Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class?

The Settlement encompasses a class composed of all employees who are or previously were employed by 4Leaf, Inc. in California and who were classified as non-exempt employees between May 4, 2017 and [CLASS PERIOD END DATE].

C. Who is a PAGA Member?

The Settlement includes PAGA Members inclusive of all employees who are or previously were employed by Defendant in California and who were classified as non-exempt employees between May 4, 2020 and [CLASS PERIOD END DATE].

D. What does the Settlement provide?

1. Gross Settlement Amount.

The Settlement provides that Defendant will pay \$500,000 (the “Gross Settlement Amount”) to settle the lawsuit.

2. Net Settlement Proceeds.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel’s Attorneys’ Fees** in an amount set by the Court, not to exceed \$175,000;

(b) **Class Counsel’s Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$12,000;

(c) **Enhancement Payment to the Class Representative** in an amount set by the Court, not to exceed \$12,000 for her service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$20,000, for administering the settlement; and

(e) **PAGA Settlement** in the total amount of \$20,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). 75%, or \$15,000, shall be paid to the California Labor and Workforce Development Agency. The remaining 25%, or \$5,000, shall be paid to the PAGA Members.

3. **Individual Settlement Payment.**

Your share of the Net Settlement Amount and PAGA Settlement will be determined by the formula detailed in section F below.

E. What Are You Giving Up To Get A Payment Or Stay In The Class?

Subject to Defendant's payment of the Gross Settlement Amount, in exchange for the consideration set forth in the Parties' Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

Subject to Defendant's payment of the Gross Settlement Amount, in exchange for the consideration set forth in the Parties' Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the PAGA Released Claims for the PAGA Period.

The "Released Parties" are Defendant, as well as each of its officers, directors, members, partners, owners, shareholders, agents, managing agents, insurers, assigns, predecessors, successors, parent companies and organizations, and any other entity which Plaintiff, individually on behalf of herself and on behalf of all Class Members and PAGA Members, might claim are responsible for the damages sought in the Action.

The "Released Class Claims" are all class claims alleged or that could have been alleged based on the factual allegations in the operative complaint in the Action and Plaintiff's PAGA Letter, which occurred during the Class Period during employment in a non-exempt position, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period, and excluding claims for PAGA penalties, which are separately released herein.

The "Released PAGA Claims" are all PAGA claims alleged or that could have been brought based on the factual allegations in the operative complaint in the Action and Plaintiff's PAGA Letter, which occurred during the PAGA Period during employment in a non-exempt position, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

F. How Is Your Share Of The Settlement Calculated?

Each Settlement Class Member (those who do not opt out of the Settlement) shall receive an "Individual Settlement Payment." Each PAGA Member, whether they opt out of the class settlement or not, shall receive a PAGA Payment.

Calculation of Individual Settlement Payments to the Settlement Class Members. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data (as defined in the Settlement), the Settlement Administrator ILYM Group, Inc. shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

Calculation of Individual Payments to the PAGA Members. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all PAGA Members during the PAGA Period. The respective PAGA Pay Periods for each PAGA Member will be divided by the total PAGA Pay Periods for all PAGA Members, resulting in the "PAGA Payment Ratio" for each PAGA Member. Each PAGA Member's PAGA Payment Ratio will then be multiplied by the PAGA Member Payment to calculate each PAGA Member's estimated share of the PAGA Settlement.

Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: 50% as wages ("Wage Portion"); 50% as penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

Allocation of PAGA Member Payments. For tax purposes, PAGA Member Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement Notice to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Capitalized terms are defined in the Settlement Agreement. For definitions and more details, please request a copy of the Settlement Agreement.

G. How Much Will Your Payment Be?

According to the records of Defendant, you worked [] Workweeks while employed as a non-exempt employee in California from May 4, 2017 through [CLASS PERIOD END DATE] and [] pay periods while employed as a non-exempt employee in California from May 4, 2020 through [CLASS PERIOD END DATE]. Based on these weeks/pay periods worked, you are entitled to an Individual Settlement Payment of approximately \$[] and a PAGA Payment of approximately \$[]. These amounts are subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than _____, 2022. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final determination.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on _____, at 8:30 a.m., in the Courtroom of Judge Stephen E. Benson of the Butte County Superior Court, Department 6, located at 1775 Concord Avenue, Chico, CA 95928. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiff's Attorneys; and (v) the amount that should be awarded to Plaintiff as an enhancement payment. At the Final Settlement Hearing, the Court will hear all properly filed 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.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section G above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than _____. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing by filing a Notice of Objection. The Notice of Objection, if in writing, must be signed by you and state: (1) the case name and number; (2) your name; (3) your address; (4) the basis for your objection; and (5) whether you intend to appear at the Final Approval/Settlement Fairness Hearing. If you fail to make objections in writing in the manner specified above, you may still make an objection orally at the Final Settlement Hearing, either in person or through an attorney at your own expense, with the Court's permission.

Written objections must be postmarked no later than _____ to the Settlement Administrator at [Settlement Administrator address].

• **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will not be bound by a judgment in this case (except that you will be bound by the PAGA Settlement’s release in section E above, whether you opt out or not) and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by sending the enclosed Request for Exclusion form to the Settlement Administrator at [Settlement Administrator address]. Your Request for Exclusion form must be postmarked no later than _____ or it will be rejected.

There is no right for any member of the Settlement Class to opt out or otherwise exclude himself or herself from the Settlement of the PAGA claims in the Action.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Object	Write to the Settlement Administrator about why you don’t like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement . This is the only option that allows you to be part of any other lawsuit against 4Leaf, Inc. about the legal claims that were brought in this case. If you are also a PAGA Member, you may not exclude yourself from the PAGA Settlement herein.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

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 should review the detailed “Stipulation of Settlement of Class Action and PAGA Claims and Release of Claims” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Butte County Superior Court, located at 1775 Concord Avenue, Chico, CA 95928.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number], or Gaines & Gaines, APLC, Counsel for the Class, at (866) 550-0855.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Kayla Weinreich v. 4LEAF, Inc., and Does 1 Through 10, Inclusive, Defendants*, Butte County Superior Court, Case No. 21CV01146. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT, EXCEPT, IF YOU ARE ALSO A PAGA MEMBER, YOU WILL STILL RECEIVE YOUR PRO RATA SHARE OF THE PAGA MEMBER PAYMENT.**

I confirm that I am or previously was employed by 4Leaf, Inc. in California and was classified as a non-exempt employee between May 4, 2017 and _____.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement. I understand that if I am also a PAGA Member, I will still receive my pro rata share of the PAGA Member Payment under the proposed settlement regardless of whether I choose to opt out of the Settlement.

Date: _____

Signature: _____

Print Name: _____

Last 4 Digits of SSN: _____

Residence Street Address: _____

City, State and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[45 days after mailing of Notice]**. Send this signed request for exclusion form to the Settlement Administrator:

4Leaf Claims Administrator
c/o ILYM Group, Inc.

TITLE	Settlement Agreement
FILE NAME	Final Settlement Agreement.pdf
DOCUMENT ID	5d5d562a3b7c0a6d4cc60706bdae494aa8b0a3cd
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	✎ Signed

Document History

 SENT	09 / 01 / 2022 23:11:14 UTC	Sent for signature to Kayla Weinreich (kjweinreich@gmail.com) from office@gaineslawfirm.com IP: 47.181.216.90
 VIEWED	09 / 02 / 2022 06:48:16 UTC	Viewed by Kayla Weinreich (kjweinreich@gmail.com) IP: 23.242.112.117
 SIGNED	09 / 02 / 2022 22:45:35 UTC	Signed by Kayla Weinreich (kjweinreich@gmail.com) IP: 23.242.112.117
 COMPLETED	09 / 02 / 2022 22:45:35 UTC	The document has been completed.