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Attorneys for Defendant Powerstone Property Management, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

CHARLES CLARK, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

POWERSTONE PROPERTY
MANAGEMENT, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2021-01212747-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

[Hon. Lon Hurwitz, Dept. CX103]

**AMENDED AND RESTATED CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

**AMENDED AND RESTATED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT
AND CLASS NOTICE**

This Amended and Restated Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Charles Clark (“Plaintiff”) and defendant Powerstone Property Management, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Clark v. Powerstone Property Management, Inc.*, initiated on July 26, 2021, Case Number 30-2021-01212747-CU-OE-CXC.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means any person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period.
- 1.5. “Class” means all persons employed by Defendant in California and classified as non-exempt who worked for Defendant during the Class Period.
- 1.6. “Class Counsel” means Kane Moon and Edwin Kamarzarian of Moon Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the “Notice of Class Action Settlement”, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from July 26, 2017, to July 1, 2023.
- 1.13. “Class Representative” means Charles Clark, the named Plaintiff in the Action seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means the up to \$7,500 payment to each of the named Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Orange.
- 1.16. “Defendant” means named Defendant Powerstone Property Management, Inc.
- 1.17. “Defense Counsel” means James Rumm of Kennedy, McCarthy & Rumm, LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court has approved the Settlement; (b) the Court has issued the Final Order and entered Judgment in accordance with terms described herein; (c) if there is an appeal of the Court’s judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, and (iv) if there is an intervenor and no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of

the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means Two Hundred and Seventy Thousand Dollars and Zero Cents (\$270,000.00) which is the total amount Defendant agrees to pay under this Settlement. In no event shall Defendant be obligated to pay more than the Gross Settlement Amount except as provided in Paragraphs 4.3 and 8 below (employers’ share of payroll taxes and escalator provision). The Gross Settlement Amount will be used to pay (i) Individual Class Payments, (ii) Individual PAGA Payments, (iii) the LWDA PAGA Payment, (iv) Class Counsel Fees, (v) the Class Counsel Litigation Expenses, (vi) Class Representative Service Payment, (vii) and the Administration Expense Payment.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (i) Individual PAGA Payments, (ii) the LWDA PAGA Payment, (iii) Class Representative Service Payments, (iv) Class Counsel Fees Payment, (v) Class Counsel Litigation Expenses Payment, and (vi) the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from July 23, 2020, to July 1, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s January 23, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Charles Clark, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means: Defendant and any parent, subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class

Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 45 calendar days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1. On July 26, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for 1) failure to pay minimum wages; 2) failure to pay overtime compensation; 3) failure to provide meal periods; 4) failure to authorize and permit rest breaks; 5) failure to indemnify necessary business expenses; 6) failure to timely pay final wages at termination; 7) failure to provide accurate itemized wage statements; and 8) unfair business practices. On July 26, 2022, Plaintiff filed a First Amended Complaint adding a Ninth Cause of Action against Defendant for PAGA civil penalties under California Labor Code § 2699 *et seq.*

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice, including by way of the July 23, 2021 PAGA Notice.

2.3. On May 5, 2023, the Parties participated in an all-day mediation presided over by experienced employment mediator Carl West, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, information sufficient to meaningfully evaluate the claims at issue, including applicable policy documents and a sample of time and pay records for the Class. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.

App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraphs 4.3 and 8 below, Defendant promise to pay the total amount of Two Hundred and Seventy Thousand Dollars and Zero Cents (\$270,000.00). Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order and Judgement:

3.2.1. **To Plaintiff:** Class Representative Service Payment to each of the named Class Representative of not more than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the

1 Net Settlement Amount. The Administrator will pay the Class Representative
2 Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and
3 liability for employee taxes owed on the Class Representative Service Payment.

4 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-three
5 and one third percent (33 1/3%) of the Gross Settlement Amount (i.e., Ninety
6 Thousand Dollars and Zero Cents (\$90,000.00) and a Class Counsel Litigation
7 Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents
8 (\$20,000.00)). Defendant will not oppose requests for these payments provided
9 that the payments do not exceed these amounts. Plaintiff and/or Class Counsel will
10 file a motion for Class Counsel Fees Payment and Class Litigation Expenses
11 Payment no later than 16 court days prior to the Final Approval Hearing. If the
12 Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
13 Expenses Payment less than the amounts requested, the Administrator will allocate
14 the remainder to the Net Settlement Amount. Released Parties shall have no
15 liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to
16 any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation
17 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment
18 and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class
19 Counsel assumes full responsibility and liability for taxes owed on the Class
20 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and
21 holds Defendant harmless, and indemnifies Defendant, from any dispute or
22 controversy regarding any division or sharing of any of these Payments.

23 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Ten
24 Thousand Dollars and Zero Cents (\$10,000.00) except for a showing of good
25 cause and as approved by the Court. To the extent the Administration Expenses
26 are less or the Court approves payment less than \$10,000.00, the Administrator will
27 retain the remainder in the Net Settlement Amount.

28 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by

(a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members will be responsible and liable for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) to be paid from the Gross Settlement Amount, with 75% (i.e., Fifteen Thousand Dollars and Zero Cents (\$15,000.00)) allocated to the LWDA PAGA Payment and 25% (i.e., Five Thousand Dollars and Zero Cents (\$5,000.00)) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., \$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)

1 multiplying the result by each Aggrieved Employee's PAGA Period Pay
 2 Periods. One Hundred percent (100%) of the Individual PAGA Payments
 3 to Aggrieved Employees will be allocated to penalties. Aggrieved
 4 Employees will be responsible and liable for any taxes owed on their
 5 Individual PAGA Payment.

6 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested,
 7 the Administrator will allocate the remainder to the Net Settlement
 8 Amount. The Administrator will report the Individual PAGA Payments on
 9 IRS 1099 Forms.

10 **4. SETTLEMENT FUNDING AND PAYMENTS.**

11 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
 12 to date, Defendant estimates there are approximately 260 Class Members who collectively
 13 worked a total of 19,000 Workweeks, and 125 Aggrieved Employees who worked a total
 14 of approximately 4,245 PAGA Pay Periods.

15 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of
 16 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
 17 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator
 18 must maintain the Class Data in confidence, use the Class Data only for purposes of this
 19 Settlement and for no other purpose, and restrict access to the Class Data to Administrator
 20 employees who need access to the Class Data to effect and perform under this Agreement.
 21 Nothing in this confidentiality provision shall be construed or work to preclude Class
 22 Counsel from performing their fiduciary duties to the Class. Defendant has a continuing
 23 duty to immediately notify Class Counsel if it discovers that the Class Data omitted class
 24 member identifying information and to provide corrected or updated Class Data as soon as
 25 reasonably feasible. Without any extension of the deadline by which Defendant must send
 26 the Class Data to the Administrator, the Parties and their counsel will expeditiously use
 27 best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing
 28 or omitted Class Data.

1 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
2 Amount, no later than six (60) days after the Court signs the Preliminary Approval Order.
3 Defendant will be responsible for the employer's share of payroll taxes, separate and
4 apart from the Gross Settlement Amount. This amount shall be held in trust by the
5 Settlement Administrator until after the Effective Date. If the Court does not grant Final
6 Approval, this amount will be returned to Defendant.

7 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days of the Effective
8 Date, the Administrator will mail checks for all Individual Class Payments, all Individual
9 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the
10 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
11 Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment,
12 the Class Counsel Litigation Expenses Payment and the Class Representative Service
13 Payments shall not precede disbursement of Individual Class Payments and Individual
14 PAGA Payments.

15 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
16 Individual PAGA Payments and send them to the Class Members via First Class
17 U.S. Mail, postage prepaid. The face of each check shall prominently state the
18 date (not less than 180 days after the date of mailing) when the check will be
19 voided. The Administrator will cancel all checks not cashed by the void date. The
20 Administrator will send checks for Individual Settlement Payments to all
21 Participating Class Members (including those for whom Class Notice was returned
22 undelivered). The Administrator will send checks for Individual PAGA Payments
23 to all Aggrieved Employees including Non-Participating Class Members who
24 qualify as Aggrieved Employees (including those for whom Class Notice was
25 returned undelivered). The Administrator may send Participating Class Members a
26 single check combining the Individual Class Payment and the Individual PAGA
27 Payment. Before mailing any checks, the Settlement Administrator must update
28 the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully fund the entire Gross Settlement Amount and the Court enters an order granting Final Approval of this Settlement, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but

not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims under the Fair Employment and Housing Act, the Americans with Disabilities Act, the Civil Rights Act, the Employee Retirement Income Security Act, claims wholly unrelated to claims asserted in Plaintiff's PAGA Notice and the Operative Complaint, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present spouses, family members, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including, e.g., any and all claims arising under California Labor Code sections 201, 202, 203, 204, 218.5,

218.6, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1198, 2802 and the applicable Industrial Welfare Commission Wage Orders based on any alleged failure to pay minimum wage; failure to pay overtime compensation; failure to pay paid time off wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to indemnify necessary business expenses; failure to timely pay final wages; failure to timely pay wages during employment; failure to provide accurate wage statements; failure to keep adequate records; and unfair business practices arising under California Business and Professions Code section 17200 *et seq.* Excluded from this portion of the release are claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the Plaintiff's PAGA Notice. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Class Members Who Are Aggrieved Employees: All Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present spouses, family members, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the Plaintiff's PAGA Notice, including any claim for PAGA penalties based on alleged violations of California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1198, 2802 and the applicable Industrial Welfare Commission Wage Orders based on any alleged failure to pay minimum wage; failure to pay overtime compensation; failure to pay paid time off wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to indemnify necessary business expenses; failure to timely pay final wages; failure to timely pay wages during

employment; failure to provide accurate wage statements; and/or failure to keep adequate records.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve as Class Representative; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), this Agreement (Labor Code § 2699(l)(2)); (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator.

6.2. Responsibilities of Counsel. Class Counsel will be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material

change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class

1 Payment and Individual PAGA Payment (if applicable) payable to the Class Member,
2 and the number of Workweeks and PAGA Pay Periods (if applicable) used to
3 calculate these amounts. Before mailing Class Notices, the Administrator shall
4 update Class Member addresses using the National Change of Address database.

5 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class
6 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
7 Class Notice using any forwarding address provided by the USPS. If the USPS
8 does not provide a forwarding address, the Administrator shall conduct a Class
9 Member Address Search, and re-mail the Class Notice to the most current address
10 obtained. The Administrator has no obligation to make further attempts to locate
11 or send Class Notice to Class Members whose Class Notice is returned by the
12 USPS a second time.

13 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
14 and/or Pay Periods, and Requests for Exclusion will be extended an additional
15 forty-five (45) days beyond the sixty (60) days otherwise provided in the Class
16 Notice for all Class Members whose notice is re-mailed. The Administrator will
17 inform the Class Member of the extended deadline with the re-mailed Class
18 Notice.

19 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
20 discovers any persons who believe they should have been included in the Class
21 Data and should have received Class Notice, the Parties will expeditiously meet
22 and confer in person or by telephone, and in good faith, in an effort to agree on
23 whether to include them as Class Members. If the Parties agree, such persons will
24 be Class Members entitled to the same rights as other Class Members, and the
25 Administrator will send, via email or overnight delivery, a Class Notice requiring
26 them to exercise options under this Agreement not later than forty-five (45) days
27 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever
28 are later.

1 7.5. Requests for Exclusion (Opt-Outs).

2 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
3 must send the Administrator, by fax, email, or mail, a signed written Request for
4 Exclusion not later than sixty (60) days after the Administrator mails the Class
5 Notice (plus an additional forty-five (45) days for Class Members whose Class
6 Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or
7 his/her representative that reasonably communicates the Class Member's election
8 to be excluded from the Settlement and includes the Class Member's name,
9 address and email address or telephone number. To be valid, a Request for
10 Exclusion must be timely faxed, emailed, or postmarked by the Response
11 Deadline.

12 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
13 fails to contain all the information specified in the Class Notice. The Administrator
14 shall accept any Request for Exclusion as valid if the Administrator can reasonably
15 ascertain the identity of the person as a Class Member and the Class Member's
16 desire to be excluded. If the Administrator has reason to question the authenticity
17 of a Request for Exclusion, the Administrator may demand additional proof of the
18 Class Member's identity. If the Administrator's determination is disputed, the
19 Court shall determine the validity of the Request for Exclusion, and the Court's
20 determination will be final.

21 7.5.3. Every Class Member who does not submit a timely and valid Request for
22 Exclusion is deemed to be a Participating Class Member under this Agreement,
23 entitled to all benefits and bound by all terms and conditions of the Settlement,
24 including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3
25 of this Agreement, regardless whether the Participating Class Member actually
26 receives the Class Notice or objects to the Settlement.

27 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
28 Non-Participating Class Member and shall not receive an Individual Class

1 Payment or have the right to object to the class action components of the
2 Settlement. Because future PAGA claims are subject to claim preclusion upon
3 entry of the Judgment, Non-Participating Class Members who are Aggrieved
4 Employees are deemed to release the claims identified in Paragraph 5.3 of this
5 Agreement will still receive an Individual PAGA Payment, notwithstanding their
6 Request for Exclusion from the Class portion of the Settlement.

7 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
8 after the Administrator mails the Class Notice (plus an additional forty-five (45) days for
9 Class Members whose Class Notice is re-mailed) to challenge the number of Class
10 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class
11 Notice. The Class Member may challenge the allocation by communicating with the
12 Administrator in writing via fax, email or mail. The Administrator must request that the
13 challenging Class Member submit supporting documentation. In the absence of any
14 contrary documentation, the Administrator is entitled to presume that the Workweeks
15 contained in the Class Notice are correct so long as they are consistent with the Class Data.
16 The Administrator's determination of each Class Member's allocation of Workweeks
17 and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.
18 The Administrator shall promptly provide copies of all challenges to calculation of
19 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
20 Administrator's determination as to the challenges.

21 7.7. Objections to Settlement.

22 7.7.1. Only Participating Class Members (i.e., Class Members who do not submit valid
23 and timely Requests for Exclusion) may object to the class action components of
24 the Settlement and/or this Agreement, including contesting the fairness of the
25 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
26 Counsel Litigation Expenses Payment and/or Class Representative Service
27 Payment. Aggrieved Employees have no right to object to the PAGA portion of the
28 Settlement.

7.7.2. For any Participating Class Member to object, the Class Member must send written objections to the Administrator, signed by the Class Member, by fax, email or mail, no later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional forty-five (45) days for Class Members whose Class Notice was re-mailed). The Settlement Administrator shall send all objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Participating Class Members may also appear in Court (or hire an attorney to appear in Court on their behalf) to present verbal objections at the Final Approval Hearing. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

7.7.3. Non-Participating Class Members (i.e., Class Members who submit valid and timely Requests for Exclusion) have no right to object to any of the class action components of the Settlement.

7.7.4. Aggrieved Employees shall have no right to object to the PAGA portion of the Settlement and shall be bound by the Release of claims identified in Paragraph 5.3 of this Agreement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.2. Weekly Reports. The Administrator must, on a weekly basis, provide written

reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.3. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.4. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.5. Website. The Administrator will post copies of the Operative Complaint, this Settlement Agreement, Class Notice, Preliminary Approval Order, Final Approval Order, and Judgment approving the Settlement on a website maintained by the Administrator for a period of not less than ninety (90) calendar days after the

Judgment is entered. The address of that website will be included in the Notice.

7.8.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements, by employee identification number only, of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records at the time of mediation, Defendant estimated that there were approximately 19,000 Total Workweeks from July 26, 2017 to the date of preliminary approval. In the event the actual count of Workweeks during the Class Period increases by more than 18% from original estimate of 19,000 Workweeks, (i.e., by more than 3,420 Workweeks, or in other words, if the Workweeks worked between July 26, 2017 to the date the Court grants preliminary approval exceed 22,420), Defendant shall increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 18% (i.e., if there was 20% increase in the number workdays during the Class Period, Defendant would agree to increase the Settlement Fund by 2%) or Defendant, at its sole discretion, may elect to cut off the end date of the Class Period as of the date the number of Events Worked exceed one hundred and eighteen percent (118%) of the 19,000 estimate of Workweeks. For example, if the actual number of Workweeks is one hundred and twenty percent (120%) of the 19,000 Workweek estimate provided, Defendant may choose: 1) the Total Settlement Amount to be paid will increase by 2%; or 2) the Class Period will end on the date in which it encompasses 22,420 (118% of 19,000) Workweeks. Defendants will provide Plaintiff's Counsel with a declaration under oath as to the number of Class Members and Workweeks to support Defendant's selection of one of the above two options, prior to the filing of the motion for preliminary approval.

1 **9. DEFENDANT’S RIGHT TO WITHDRAW.**

2 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds twenty
3 percent (20%) of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw
4 from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio,
5 have no force or effect whatsoever, and that neither Party will have any further obligation to perform under
6 this Agreement; provided, however, Defendant will remain responsible for paying all Settlement
7 Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its
8 election to withdraw not later than thirty (30) days after the expiration of the Opt-Out period; late elections
9 will have no effect.

10 **10. MOTION FOR FINAL APPROVAL.**

11 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will
12 file in Court, a motion for final approval of the Settlement that includes a request for approval of the
13 PAGA settlement under Labor Code § 2699(l), a Proposed Final Approval Order and a proposed
14 Judgment (collectively “Motion for Final Approval”). Class Counsel and Defense Counsel will
15 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements
16 concerning the Motion for Final Approval.

17 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
18 a Participating Class Member, including the right to file responsive documents in Court no
19 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered
20 or accepted by the Court.

21 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
22 Approval on any material change to the Settlement (including, but not limited to, the scope
23 of release to be granted by Class Members), the Parties will expeditiously work together in
24 good faith to address the Court’s concerns by revising the Agreement as necessary to
25 obtain Final Approval. The Court’s decision to award less than the amounts requested for
26 the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
27 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute
28 a material modification to the Agreement within the meaning of this paragraph.

1 10.3. Continuing Jurisdiction of the Court. Pursuant to California Civil Code of Procedure
2 section 664.6 and California Rule of Court rule 3.769(h), the Parties agree that, after entry
3 of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement
4 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
5 settlement administration matters, and (iii) addressing such post-Judgment matters as are
6 permitted by law.

7 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
9 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the
10 Parties, their respective counsel, and all Participating Class Members who did not object to
11 the Settlement as provided in this Agreement, waive all rights to appeal from the
12 Judgment, including all rights to post-judgment and appellate proceedings, the right to file
13 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
14 waiver of appeal does not include any waiver of the right to oppose such motions, writs or
15 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
16 Agreement will be suspended until such time as the appeal is finally resolved and the
17 Judgment becomes final, except as to matters that do not affect the amount of the Net
18 Settlement Amount.

19 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
21 material modification of this Agreement (including, but not limited to, the scope of release
22 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
23 nevertheless expeditiously work together in good faith to address the appellate court's
24 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis,
25 any additional Administration Expenses reasonably incurred after remittitur. An appellate
26 decision to vacate, reverse, or modify the Court's award of the Class Representative
27 Service Payments or any payments to Class Counsel shall not constitute a material
28 modification of the Judgment within the meaning of this paragraph, as long as the Gross

Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter only as necessary to litigate each related

1 matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in
2 response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued
3 by a state or federal government agency. Each Party agrees to immediately notify each
4 other Party of any judicial or agency order, inquiry, or subpoena seeking such information.
5 Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly
6 or indirectly, initiate any conversation or other communication, before the filing of the
7 Motion for Preliminary Approval, with any third party regarding this Agreement or the
8 matters giving rise to this Agreement except to respond only that “the matter was
9 resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
10 communications with Class Members in accordance with Class Counsel’s ethical
11 obligations owed to Class Members.

12 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
13 employees will not solicit any Class Member to opt out of or object to the Settlement, or
14 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
15 Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s
16 ethical obligations owed to Class Members.

17 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
18 together with its attached exhibits shall constitute the entire agreement between the Parties
19 relating to the Settlement, superseding any and all oral representations, warranties,
20 covenants, or inducements made to or by any Party.

21 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
22 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
23 appropriate action required or permitted to be taken by such Parties pursuant to this
24 Agreement to effectuate its terms, and to execute any other documents reasonably required
25 to effectuate the terms of this Agreement including any amendments to this Agreement.

26 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
27 best efforts, in good faith, to implement the Settlement by, among other things, modifying
28 the Settlement Agreement, submitting supplemental evidence and supplementing points

and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class

Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon, Esq.
Edwin Kamarzarian, Esq.
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, CA 90017

To Defendant:

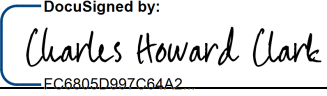
James Rumm, Esq.
KENNEDY, McCARATHY & RUMM, LLP
20 Pacifica, Suite 460
Irvine, California 92618

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff & Class Representative:

Dated: 7/27/2024

By: 
Charles Clark

Plaintiff's Counsel:

Dated: 7/27/2024

MOON LAW GROUP, PC

By: 
Kane Moon
Edwin Kamarzarian
Attorneys for Plaintiff

Defendant:

Dated: July 31, 2024

Powerstone Property Management, Inc.

By: Michelle Brize
Print Name

Michelle Brize
Signature

CFO
Title

Defendant's Counsel:

Dated: July 31, 2024

KENNEDY, McARTHUR & RUMM, LLP

By: [Signature]
James Rumm

Attorneys for Defendant

EXHIBIT A

Clark v. Powerstone Property Management, Inc.
Orange County Superior Court Case No. 30-2021-01212747-CU-OE-CXC

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

If you are or were a non-exempt, hourly California employee of Powerstone Property Management, Inc. at any time between July 26, 2017, to July 1, 2023, you may be able entitled to receive money from a Class Action Settlement.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

PLEASE READ THIS NOTICE.

Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion, you will not receive a settlement payment. However, if you are a PAGA Group Member, as defined below, you cannot opt-out of the PAGA Payment.
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. You can also orally object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. In order to object, you must not have excluded yourself from the Settlement.

1. Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Clark v. Powerstone Property Management, Inc.*, in the Superior Court of the County of Orange, Case No. 30-2021-01212747-CU-

OE-CXC (the “Action” or “Lawsuit”). The Defendant in the Action is Powerstone Property Management, Inc. (referred to in this Notice as “Defendant.”)

The Court has granted preliminary approval of a “Settlement Class” defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by Powerstone Property Management, Inc. at any time between July 26, 2017 to July 1, 2023.

The Court has also granted preliminary approval of a “PAGA Group” defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by Powerstone Property Management, Inc. at any time between July 23, 2020 to July 1, 2023.

“Non-exempt” means an individual who is not exempt from the overtime provisions of the California Labor Code or applicable Industrial Welfare Commission Orders, and therefore is entitled to overtime pay for all hours worked beyond 40 in a workweek and eight hours in a workday as well as all the benefits under the California Labor Code.

Defendant’s employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to in this Notice as a “Class Member”) and possibly a member of the PAGA Group (referred to in this Notice as a “PAGA Group Member”). The Court directed that this Notice be sent to all Class Members and PAGA Group Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to all Class Members who have not opted out of the Settlement and all PAGA Group Members.

This Notice explains the Lawsuit, the Settlement, your legal rights and options, what benefits are available and how to get them.

2. What is this Lawsuit about?

On July 26, 2021, Plaintiff Charles Clark filed a class action complaint against Defendant alleging several violations of California wage and hour laws. Plaintiff filed the Action on behalf of himself and on behalf of all current and former non-exempt, hourly employees. Plaintiff amended the class action complaint (referred to in this notice as the “Operative Complaint”) on July 26, 2022. In the Operative Complaint, Plaintiff alleges that Defendant committed the following violations: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194. 2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226. 7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201- 203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and (9) a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*]. Defendant vigorously denies all the claims and contentions made in the Action and Operative Complaint and maintains it has fully complied with the law. However, Defendant has agreed to settle the Lawsuit to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

4. What are the terms of the Settlement?

Defendant will pay Two Hundred and Seventy Thousand Dollars and Zero Cents (\$270,000.00) to settle the Action (the “Gross Settlement Amount”). The Gross Settlement Amount includes: (a) all Settlement Payments to Participating Class Members; (b) the Service Award to Plaintiff (“the Class Representative”); (c) the Class Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency for civil penalties brought under PAGA; (e) all PAGA Payments to the PAGA Group Members; and (f) the reasonable fees and costs of the Settlement Administrator. Defendant will pay their portion of all payroll taxes resulting from the Settlement in addition to the Maximum Settlement Amount.

The Court has preliminarily approved the following payments from the Gross Settlement Amount. Class Counsel will request that the Court award Class Counsel up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be Ninety Thousand Dollars and Zero Cents (\$90,000.00) in attorneys’ fees and up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) in out-of-pocket litigation costs, up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Settlement Administration Costs for the third-party Settlement Administrator, and up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) for the Class Representative Service Payment in recognition of his time and service to the Class in pursuing the Action and in fulfilling his obligations as the Class Representative. Additionally, the Settlement provides for a payment of Twenty Thousand Dollars and Zero Cents (\$20,000.00) (the “PAGA Penalties”) to resolve claims under PAGA, of which Five Thousand Dollars and Zero Cents (\$5,000.00) will be distributed to the PAGA Group Members and Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the California Labor and Workforce Development Agency (“LWDA”). This allocation of the PAGA Payment is required by California law. The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the “Net Settlement Amount”—will be distributed to those Class Members who have not opted out of the Settlement (the “Participating Class Members”). No portion of the Gross Settlement Amount will be returned to Defendant.

5. How much can I expect to receive?

Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount based on the number of workweeks the person worked for Powerstone Property Management, Inc. as a non-exempt, hourly employee during the Class Period, defined as the period of time from July 26, 2017 to July 1, 2023. Any workweek in which a Class Member worked at least one day shall be counted as a workweek.

To calculate a Class Member’s Individual Settlement Payment, the Net Settlement Amount will be divided by the aggregate total number of workweeks of all Participating Class Members, resulting in the “Workweek Value.” Each Participating Class Member’s Individual Settlement Payment will be calculated by multiplying each individual Participating Class Member’s total number of workweeks by the Workweek Value.

Your Compensable Workweeks are: <<Workweeks>>

Your Estimated Individual Settlement Payment is: \$<<Est.SettlementAmt>>

All settlement payments are subject to taxation. Each Individual Settlement Payment will be allocated as follows: (a) 20% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes; and (b) 80% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. Defendant will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that each Participating Class Member will be responsible for his/her share of taxes attributable to the receipt of an Individual Settlement Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Each PAGA Group Member will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the person worked for Powerstone Property Management, Inc. as a non-exempt, hourly employee during the PAGA Period, defined as the period of time from July 23, 2020 to July 1, 2023. Any pay period in which a PAGA Group Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Group Member's Individual PAGA Payment, the PAGA Payment will be divided by the aggregate total number of pay periods of all PAGA Group Members, resulting in the "Pay Period Value." Each PAGA Group Member's Individual Settlement Payment will be calculated by multiplying each individual PAGA Group Member's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Estimated Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Group Member will receive an IRS Form-1099 for his or her Individual PAGA Payment.

Please note that each PAGA Group Member will be responsible for his/her taxes attributable to the receipt of an Individual PAGA Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. PAGA Group Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of workweeks and/or pay periods you worked as an hourly, non-exempt employee during the Class Period and/or PAGA Period is based on Defendant's records. To dispute this number of workweeks and/or pay periods credited to you, you must send written notice to the Settlement Administrator.

To be valid, your written dispute of weeks worked must: (1) include your full name, address, telephone number, and last four digits of the Social Security number; and (2) be accompanied by satisfactory evidence of the actual weeks worked as an hourly, non-exempt employee for Defendant during the Class Period and/or PAGA Period, including any supporting documentation (e.g., copies of your pay stubs). To be timely, your written dispute of workweeks and/or pay periods worked must be faxed, e-mailed, or mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, and be postmarked on or before [REDACTED], 2024.

The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member. The Settlement Administrator will make the final decision as to how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member and report the outcome to the Class Member and/or PAGA Group Member.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Individual Settlement Payment and/or Individual PAGA Payment. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Group Members will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Sections 1500 - 1582, in the names of those Participating Class Members and/or PAGA Group Members who did not cash their checks until such time they claim their property.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (xxx) xxx-xxxx, or at the address provided below.

8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, all Participating Class Members shall release the Released Parties from the Released Claims for the Class Period, which is defined as the period of time between July 26, 2017, to July 1, 2023.

The Released Claims are defined as all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action, including all of the following claims for relief from July 26, 2017, to July 1, 2023, including, but not limited to, claims pursuant to *Labor Code*

sections, 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 510, 512, 1174(d), 1182.5, 1194, 1194.2, 1197, 1197.1, 2800, 2802, 2810.5, 2699, *et seq.*, and the Industrial Welfare Commission Wage Orders, and also any claim for unpaid wages, including under any theory of rounding, unpaid minimum wage, off-the-clock work, meal and rest period violations, waiting time penalties, itemized wage statement penalties, expense reimbursements, safety equipment reimbursements, wages for unpaid time, other related wages, restitution, disgorgement, civil or statutory penalties, attorneys' fees, and/or costs and all claims under the Private Attorneys General Act of 2004, under the Unfair Competition Law, *Business & Professions Code* section 17200, *et seq.*, and/or which are alleged in the Lawsuit within the Class Period as well as claims for Civil Penalties pursuant to the Private Attorney's General Act of 2004, Labor Code §§ 2698, *et seq.* The Class Released Claims only covers the time period of July 26, 2017, to July 1, 2023.

Other than for Plaintiff, claims of Participating Class Members, if any, for vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period are not encompassed within the definition of "Class Released Claims."

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Released Claims against the Released Parties.

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, Plaintiff and the LWDA shall release the Released Parties from the PAGA Released Claims for the PAGA Period, which is defined as the period of time between July 23, 2020, to July 1, 2023.

The PAGA Released Claims are defined as all for claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 arising from July 23, 2020, to July 1, 2023 that were alleged in Plaintiff's LWDA Exhaustion Letter or to the extent alleged in Plaintiff's First Amended Complaint, including, but not limited to the following claims for relief: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201- 203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*] and (9). Civil Penalties pursuant to the Private Attorney's General Act of 2004. (collectively, the "PAGA Released Claims"). The PAGA Released Claims only covers the time period of July 23, 2020, to July 1, 2023.

PAGA Group Members cannot opt out of or object to the foregoing PAGA Released Claims.

Released Parties for both the Class and PAGA Released Claims include Defendant Powerstone Property Management, Inc. and its parent, subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof.

9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Settlement Payment automatically if the Settlement is finally approved by the Court. If applicable, you will receive your Individual PAGA Payment automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Settlement.** If you do not want to be part of the Settlement, you can request to be excluded from the Settlement completing the enclosed Request for Exclusion Form and mailing it to the Settlement Administrator. If you exclude yourself, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion Form must include your signature and must be timely. You may use the Request for Exclusion Form, which is attached hereto as Exhibit A, to exclude yourself. If you elect to exclude yourself, but do not use the included form, your request for exclusion must : (1) include your full name, address, and last four digits of the Social Security number; (2) your approximate dates of employment with Defendant; and (3) a clear statement that you wish to be excluded from the Settlement in *Clark v. Powerstone Property Management, Inc.*, Superior Court of the County of Orange, Case No. 30-2021-01212747-CU-OE-CXC. To be timely, a Request for Exclusion must be faxed, e-mailed, or mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator at the address provided below and be postmarked on or before [REDACTED], 2024.

If applicable, you may not exclude yourself from the PAGA Group and you will receive your PAGA Payment even if you request exclusion.

c. **Object to the Settlement.** If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object, you may submit a written objection stating why you object to the Settlement using the included Objection Form, or you may simply appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] in the Orange County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections must include: (i) your full name, current address, and last four digits of the Social Security number; (ii) the approximate dates of your employment at Defendants; (iii) the case name and number (*Clark v. Powerstone Property Management, Inc.*, Superior Court of the County of Orange, Case No. 30-2021-01212747-CU-OE-CXC); (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (iv) copies of any papers, briefs, or other documents on which the objection is based, if any; (v) your signature. You may use the Objection Form, which is attached hereto as Exhibit B, to object. To be timely, a written objection must be faxed, e-mailed, or mailed by first-class U.S. Mail to the Settlement Administrator at the address provided below and be postmarked on or before [REDACTED], 2024.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you may not submit a Request for Exclusion.

10. Who are the attorneys representing Plaintiff and the Settlement Class?

The Court has appointed the following lawyers as "Class Counsel" to represent all Class Members:

MOON LAW GROUP, PC
Kane Moon (SBN 249834)
Edwin Kamarzarian (SBN 320389)
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017

You will not be charged for these lawyers.

11. How will the attorneys for the Settlement Class be paid?

All payments for Class Counsel's attorneys' fees and costs will be made from the Gross Settlement Amount. Class Counsel intends to request an award of attorneys' fees up to one-third (1/3) of the Gross Settlement Amount (currently estimated to be Ninety Thousand Dollars and Zero Cents (\$90,000.00)), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to Twenty Thousand Dollars and Zero Cents (\$20,000.00). Class Counsel has been prosecuting this Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

12. When and where will the Court decide to approve the Settlement?

The Court has preliminarily approved the Settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give Final Approval to the Settlement. The Court will hold the Final Approval Hearing on [REDACTED] at [REDACTED], in Department CX103 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, California 92701, before the Honorable Lon Hurwitz. At the Final Approval Hearing, the Court will rule on Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service Award, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice.

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendant approves the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Powerstone Property Management, Inc. or its treatment of you as a former employee.

14. What is the Settlement Administrator's address?

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed, faxed, or e-mailed to the Settlement Administrator at the following address:

Clark v. Powerstone Property Management, Inc.
c/o IYLM Group, Inc. Settlement Administrators
14771 Plaza Dr., Ste. L
Tustin, California 92780

Fax: [REDACTED]

E-mail: [REDACTED]

15. How Can I Get Additional Information?

If you have questions, you can call the Settlement Administrator at (800) XXX-XXXX and/or Class Counsel at (213) 232-3128. For the precise terms and conditions of the settlement, you may review the detailed “Joint Stipulation of Class Settlement and Release of Claims” which is available for viewing online, free of charge, at the Settlement Administrator’s website: [WEBSITE URL]. The Operative Complaint, Settlement Agreement, Class Notice, Preliminary Approval Order, Final Approval Order, and Final Judgment will also be posted on the Administrator’s website at [Settlement Administrator WEBSITE URL] and are available for viewing online, free of charge,

The records may also can be examined, free of charge, in person at any time during regular business hours at the Clerk’s Office of the Superior Court of California, County of Orange, 751 W Santa Ana Blvd, Santa Ana, California 92701, or online at <https://www.occourts.org/online-services/case-access/>; or you may contact the Settlement Administrator at Tel: (XXX) XXX-XXX. To view the “Class Action and PAGA Settlement Agreement and Class Notice” from the Court’s website, it must be purchased and is available for purchase as part of the Declaration of Kane Moon, Exhibit 1, filed on [filing date]. Additionally, if you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is above, and they will provide you with a copy via e-mail free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT’S MANAGERS, SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT They will not be able to assist you.
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EXHIBIT A

Clark v. Powerstone Property Management, Inc.
Orange County Superior Court Case No. 30-2021-01212747-CU-OE-CXC



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Last 4 digits of SSN

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to be excluded from the Class and do not wish to receive a settlement payment. If you exclude yourself from the Class by signing and returning this form, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have.

If you wish to remain in the Class and receive a settlement payment, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.

To be valid, your Exclusion Request Form must be signed by you, returned to the Settlement Administrator by fax, e-mail, or U.S. Mail, or the equivalent, at the address provided below, and be postmarked on or before [REDACTED], [REDACTED].

I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE *Clark v. Powerstone Property Management, Inc.* ACTION AND WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE A SETTLEMENT PAYMENT OR OTHER SETTLEMENT BENEFITS AND WILL NOT BE BOUND BY THE CLASS SETTLEMENT INCLUDING THE RELEASE OF CLASS CLAIMS. HOWEVER, I WILL STILL RECEIVE MY PAGA PAYMENT AND BE SUBJECT TO THE PAGA RELEASE AND OTHER SETTLEMENT TERMS APPLICABLE TO PAGA

Dated: _____

Signature: _____

What is the Settlement Administrator's address?

Clark v. Powerstone Property Management, Inc.
c/o IYLM Group, Inc. Settlement Administrators
14771 Plaza Dr., Ste. L
Tustin, California 92780
Fax: [Settlement Administrator FAX NUMBER]
E-mail: [Settlement Administrator E-MAIL ADDRESS]

EXHIBIT B

Clark v. Powerstone Property Management, Inc.
Orange County Superior Court Case No. 30-2021-01212747-CU-OE-CXC

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Last 4 digits of SSN

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to object to the settlement. If your objection is rejected by the Court, you will receive your Individual Settlement Payment, you will be subject to the terms of the Settlement, and you will release claims as set forth in the Settlement and Notice.

To be valid, your Objection Form must be signed by you, and returned to the Settlement Administrator by fax, e-mail, or U.S. Mail, or the equivalent, at the address provided below and be postmarked on or before _____, ____.

I object to the settlement in *Clark v. Powerstone Property Management, Inc.* because

Dated: _____

Signature: _____

What is the Settlement Administrator's address?

Clark v. Powerstone Property Management, Inc.
c/o IYLM Group, Inc. Settlement Administrators
14771 Plaza Drive, Suite "L"
Tustin, California 92780
Fax: [Settlement Administrator FAX NUMBER]
E-mail: [Settlement Administrator E-MAIL ADDRESS]