

Kane Moon (SBN 249834)
kane.moon@moonyanglaw.com
H. Scott Leviant (SBN 200834)
scott.leviant@moonyanglaw.com
Mariam Ghazaryan (SBN 341119)
mariam.ghazaryan@moonyanglaw.com

MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff JUSTIN WALKER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

JUSTIN WALKER, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

THE SPANISH SPEAKING UNITY
COUNCIL OF ALAMEDA COUNTY, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: RG21106374

CLASS ACTION

[Hon. Evelio Grillo, Dept 21, for all purposes]

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

Complaint filed: July 21, 2021
Trial date: Not set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff JUSTIN WALKER (“Plaintiff”) and defendant THE SPANISH SPEAKING UNITY COUNCIL OF ALAMEDA COUNTY, INC (“Defendant” or “Unity Council”). The Agreement refers to Plaintiff and UNITY COUNCIL collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against UNITY COUNCIL, captioned *Walker v. The Spanish Speaking Unity Council of Alameda County, Inc.*, Case No. RG21106374, initiated on July 21, 2021, and pending in Superior Court of the State of California, County of Alameda.
- 1.2. “Administrator” means Phoenix Settlement Administrators, 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 Maximum 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 all current and former non-exempt non-bargaining unit employees who worked for Defendant during the PAGA Period.
- 1.5. “Settlement Class” means all current and former hourly non-bargaining unit employees who worked for Defendant in California during the Class Period.
- 1.6. “Class Counsel” means Moon & Yang, APC.
- 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 UNITY COUNCIL’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 (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, 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 21, 2017 through the date of Preliminary Approval of the Parties’ settlement agreement by the Court.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the 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 Alameda.
- 1.16. “UNITY COUNCIL” means named Defendant THE SPANISH SPEAKING UNITY COUNCIL OF ALAMEDA COUNTY, INC.
- 1.17. “Defense Counsel” means Gordon Rees Scully Mansukhani, LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and

issues a remittitur.

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. “Maximum Settlement Amount” means \$450,000 which is the total amount UNITY COUNCIL agrees to pay under the Settlement except as provided in Paragraph 3.1 below. The Maximum Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. The Maximum Settlement Amount will be paid in three installments, as described more fully below.

1.22. “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.

1.23. “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.

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

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

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

1.27. “Net Settlement Amount” means the Maximum Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. “Non-Participating Class Member” means any Class Member who opts out of the Class

1 portion of the Settlement by sending the Administrator a valid and timely Request for
2 Exclusion.

3 1.29. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked
4 for UNITY COUNCIL for at least one day during the PAGA Period.

5 1.30. "PAGA Period" means the period from July 21, 2020 through the date of final approval of
6 the Parties' settlement agreement by the Court.

7 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

8 1.32. "PAGA Notice" means Plaintiff's July 21, 2021 letter to UNITY COUNCIL and the
9 LWDA providing notice pursuant to Labor Code § 2699.3(a).

10 1.33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
11 Maximum Settlement Amount, allocated 25% to the Aggrieved Employees (\$11,000.00)
12 and the 75% to LWDA (\$33,000.00) in settlement of PAGA claims.

13 1.34. "Participating Class Member" means a Class Member who does not submit a valid and
14 timely Request for Exclusion from the Class portion of the Settlement.

15 1.35. "Plaintiff" means JUSTIN WALKER, the named plaintiff in the Action.

16 1.36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the
17 Class portion of the Settlement.

18 1.37. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval
19 of the Class portion of the Settlement.

20 1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.2
21 below.

22 1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3
23 below.

24 1.40. "Released Parties" means: Spanish Speaking Unity Council, Inc. and each of its agents,
25 officers, employees, directors, owners, subsidiaries, DBA's, affiliates and parent
26 companies.

27 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be
28 excluded from the Class Settlement signed by the Class Member.

1.42. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline for Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall be extended by 14 calendar days beyond the original Response Deadline.

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

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

2. **RECITALS.**

2.1. On July 21, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against UNITY COUNCIL, alleging that UNITY COUNCIL (1) failed to provide meal periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198 and Wage Order); (2) failed to provide rest periods (Lab. Code §§ 204, 223, 226.7 and 1198 and Wage Order); (3) failed to pay minimum and overtime time wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198 and Wage Order as to minimum wage); (4) failed to provide accurate itemized wage statements (Lab. Code §§ 226(a)); (5) failed to timely pay all final wages (Lab. Code §§ 201, 202 and 203); (6) failed to indemnify for job-related expenses (Lab. Code § 2802); and, (7) engaged in Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). On November 12, 2021, Plaintiff filed a First Amended Complaint alleging an additional claim for relief against UNITY COUNCIL for violation of PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). UNITY COUNCIL denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 1 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to UNITY
2 COUNCIL and the LWDA by sending the PAGA Notice.
- 3 2.3. On January 17, 2023, the Parties participated in an all-day mediation presided over by
4 Steven Rottman, Esq., which led to this Agreement to settle the Action.
- 5 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time records, wage
6 payment records, and policy documents relevant to the claims in the Operative Complaint.
7 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in
8 *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot*
9 *Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").
- 10 2.5. The Court has not granted class certification.
- 11 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not currently
12 aware of any other pending matter or action asserting claims that will be extinguished or
13 affected by the Settlement.

14

15 **3. MONETARY TERMS.**

- 16 3.1. Maximum Settlement Amount. Except as otherwise provided by Paragraph 8 below,
17 UNITY COUNCIL promises to pay \$450,000.00 and no more as the Maximum Settlement
18 Amount and to separately pay any and all employer payroll taxes owed on the Wage
19 Portions of the Individual Class Payments. UNITY COUNCIL has no obligation to pay
20 the Maximum Settlement Amount (or any payroll taxes) prior to the deadline stated in
21 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Maximum
22 Settlement Amount without asking or requiring Participating Class Members or Aggrieved
23 Employees to submit any claim as a condition of payment. None of the Maximum
24 Settlement Amount will revert to UNITY COUNCIL. The Maximum Settlement Amount
25 shall be funded in three installment payments, as described in Paragraph 4.3.
- 26 3.2. Payments from the Maximum Settlement Amount. The Administrator will make and
27 deduct the following payments from the Maximum Settlement Amount, in the amounts
28 specified by the Court in the Final Approval:

1 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of
2 not more than \$7,500.00 (in addition to any Individual Class Payment and any
3 Individual PAGA Payment the Class Representative is entitled to receive under the
4 Settlement). UNITY COUNCIL will not oppose Plaintiff's request for a Class
5 Representative Service Payment that does not exceed this amount. As part of the
6 motion for Class Counsel Fees Payment and Class Litigation Expenses Payment,
7 Plaintiff will seek Court approval for any Class Representative Service Payments
8 no later than 16 court days prior to the Final Approval Hearing. If the Court
9 approves a Class Representative Service Payment less than the amount requested,
10 the Administrator will retain the remainder in the Net Settlement Amount. The
11 Administrator will pay the Class Representative Service Payment using IRS Form
12 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on
13 the Class Representative Service Payment.

14 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and 1/3%,
15 which is currently estimated to be \$150,000.00 and a Class Counsel Litigation
16 Expenses Payment of not more than \$20,000.00. UNITY COUNCIL will not
17 oppose requests for these payments provided that they do not exceed these
18 amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees
19 Payment and Class Litigation Expenses Payment no later than 16 court days prior
20 to the Final Approval Hearing. If the Court approves a Class Counsel Fees
21 Payment and/or a Class Counsel Litigation Expenses Payment less than the
22 amounts requested, the Administrator will allocate the remainder to the Net
23 Settlement Amount. Released Parties shall have no liability to Class Counsel or
24 any other Plaintiff's Counsel arising from any claim to any portion any Class
25 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
26 Administrator will pay the Class Counsel Fees Payment and Class Counsel
27 Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel
28 assumes full responsibility and liability for taxes owed on the Class Counsel Fees

Payment and the Class Counsel Litigation Expenses Payment and holds UNITY COUNCIL harmless, and indemnifies UNITY COUNCIL, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$15,000 except for a showing of good cause and as approved by the Court. To the extent the Administration expenses are less or the Court approves payment less than \$15,000, the Administrator will retain the remainder in the Net Settlement Amount.

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. 10% 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 90% 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 assume full responsibility and liability 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 Workweeks for Non-Participating Class Members will not be used to calculate Individual Class Payments to Participating Class Members.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of

\$44,000.00 shall be paid from the Maximum Settlement Amount, with 75% (\$33,000.00) allocated to the LWDA PAGA Payment and 25% (\$11,000.00) 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 (\$11,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, UNITY COUNCIL estimates there are 277 Class Members who collectively worked a total of 21,625 Workweeks, and 197 Aggrieved Employees who worked a total of 4,634 PAGA Pay Periods.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, UNITY COUNCIL will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. UNITY COUNCIL has a continuing duty to immediately

1 notify Class Counsel if it discovers that the Class Data omitted class member identifying
2 information and to provide corrected or updated Class Data as soon as reasonably feasible.
3 Without any extension of the deadline by which UNITY COUNCIL must send the Class
4 Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
5 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
6 Class Data.

7 4.3. Funding of Maximum Settlement Amount. UNITY COUNCIL shall fully fund the
8 Maximum Settlement Amount, and also fund the amounts necessary to fully pay UNITY
9 COUNCIL's share of payroll taxes by transmitting the funds to the Administrator. The
10 Maximum Settlement Amount will be paid in three installments of \$150,000. The first
11 installment of \$150,000 will be due no later than 14 days after the Effective Date. The
12 second installment of \$150,000 shall be due not later than one year after the first
13 installment. The third and final installment of \$150,000 shall be due not later than one
14 year after the second installment. Distributions shall not occur until the third and final
15 installment is paid or Defendant is determined by a Court to be incapable of making
16 further installment payments. The share of payroll taxes shall be funded with the third
17 installment payment.

18 4.4. Payments from the Maximum Settlement Amount. Within 14 days after UNITY
19 COUNCIL funds the Maximum Settlement Amount, the Administrator will mail checks
20 for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
21 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the
22 Class Counsel Litigation Expenses Payment, and the Class Representative Service
23 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
24 Expenses Payment and the Class Representative Service Payment shall not precede
25 disbursement of Individual Class Payments and Individual PAGA Payments.

26 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
27 Individual PAGA Payments and send them to the Class Members via First Class
28 U.S. Mail, postage prepaid. The face of each check shall prominently state the

1 date (not less than 180 days after the date of mailing) when the check will be
2 voided. The Administrator will cancel all checks not cashed by the void date. The
3 Administrator will send checks for Individual Settlement Payments to all
4 Participating Class Members (including those for whom Class Notice was returned
5 undelivered). The Administrator will send checks for Individual PAGA Payments
6 to all Aggrieved Employees including Non-Participating Class Members who
7 qualify as Aggrieved Employees (including those for whom Class Notice was
8 returned undelivered). The Administrator may send Participating Class Members a
9 single check combining the Individual Class Payment and the Individual PAGA
10 Payment. Before mailing any checks, the Settlement Administrator must update
11 the recipients' mailing addresses using the NCOA database.

12 4.4.2. The Administrator must conduct a Class Member Address Search for all other
13 Class Members whose checks are returned undelivered without a United States
14 Postal Service ("USPS") forwarding address. Within 7 days of receiving a
15 returned check the Administrator must re-mail checks to the USPS forwarding
16 address provided or to an address ascertained through the Class Member Address
17 Search. The Administrator need not take further steps to deliver checks to Class
18 Members whose re-mailed checks are returned as undelivered. The Administrator
19 shall promptly send a replacement check to any Class Member whose original
20 check was lost or misplaced, requested by the Class Member prior to the void date.

21 4.4.3. For any Class Member whose Individual Class Payment check or Individual
22 PAGA Payment check is uncashed and cancelled after the void date, the
23 Administrator shall transmit the funds represented by such checks to the California
24 State Bar's Justice Gap Fund ("Cy Pres Recipient") consistent with Code of Civil
25 Procedure § 384(b). The Parties, Class Counsel and Defense Counsel represent
26 that they have no interest or relationship, financial or otherwise, with the intended
27 Cy Pres Recipient.

28 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall

not obligate UNITY COUNCIL 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.

On the Effective Date, 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, 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 and 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, 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 representatives, agents, officers, employees, directors, owners, subsidiaries, DBA's, affiliates, and parent companies release Released Parties from (i) all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each participating class member had, now has, or may hereafter claim to have, and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiff's Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law ("the Released Claims"). The Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Order No. 1-2001 and Business & Professions Code §§ 17200, et seq. claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to timely pay employees upon separation or discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to reimburse necessary business expenditures, (4) failure to provide meal or rest periods of compensation in lieu thereof, (5) failure to provide accurate itemized wage statement, (6) all related violations of the applicable Wage Orders; (7) all related violations of California's unfair competition law; and (8) interest, fees, and costs ("Released Claims"). The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances

alleged in any Complaint on file in the Action.

5.3. PAGA Release:

5.3.1. Pursuant to the requirements of Labor Code sections 2698, et seq., Plaintiff Walker is the designated agent of the California Labor and Workforce Development Agency (“LWDA”), and is proceeding as a private attorney general, by bringing this enforcement action to recover civil penalties pursuant to Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Orders

5.3.2. The Parties agree, and Plaintiff agrees, that upon the Effective Date, the LWDA shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, released the Released Parties from any claim for civil penalties arising out of the Released Claims or specifically enumerated in the proceeding paragraph.

5.3.3. As consideration for this release, the LWDA shall receive 75% of the PAGA Payment, consistent with the requirements of the Labor Code sections 2698, et seq.

5.3.4. PAGA Members shall receive 25% of the PAGA payment consistent with the requirements of the Labor Code sections 2698, et seq.

6. **MOTION FOR PRELIMINARY APPROVAL.**

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

6.1. UNITY COUNCIL’s and/or Defensed Counsel’s Declaration in Support of Preliminary Approval. In the event that Defense Counsel or Unity Council have any actual or potential conflicts of interest with the Administrator, UNITY COUNCIL and/or Defense Counsel, as relevant, shall prepare and deliver to Class Counsel a signed declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel 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 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each 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)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)); and, all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. In their declarations, Plaintiff and Class Counsel Declarations shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Alternatively, if such other actions are filed between the execution of this Agreement and the filing of the Motion for Preliminary Approval and become known to Plaintiff and Plaintiff Counsel, Plaintiff Counsel will advise Defense Counsel.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the

1 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the
2 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's
3 Preliminary Approval Order to the Administrator.

4 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
5 Preliminary Approval and/or the supporting declarations and documents, Class Counsel
6 and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
7 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does
8 not grant Preliminary Approval or conditions Preliminary Approval on any material
9 change to this Agreement, Class Counsel and Defense Counsel will expeditiously work
10 together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
11 modify the Agreement and otherwise satisfy the Court's concerns.

12
13 **7. SETTLEMENT ADMINISTRATION.**

14 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement
15 Administrators to serve as the Administrator and verified that, as a condition of
16 appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement
17 and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
18 payment of Administration Expenses. The Parties and their Counsel represent that they
19 have no interest or relationship, financial or otherwise, with the Administrator other than a
20 professional relationship arising out of prior experiences administering settlements.

21 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
22 Identification Number for purposes of calculating payroll tax withholdings and providing
23 reports state and federal tax authorities.

24 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
25 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation §
26 468B-1.

27 7.4. Notice to Class Members.

28 7.4.1. No later than five days after receipt of the Class Data, the Administrator shall

1 notify Class Counsel that the list has been received and state the number of Class
2 Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

3 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
4 after receiving the Class Data, the Administrator will send to all Class Members
5 identified in the Class Data, via first-class USPS mail, the Class Notice,
6 substantially in the form attached to this Agreement as **Exhibit A**. The first page of
7 the Class Notice shall prominently estimate the dollar amounts of each Individual
8 Class Payment and/or Individual PAGA Payment payable to the Class Member
9 and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay
10 Periods (if applicable) used to calculate these amounts. Before mailing Class
11 Notices, the Administrator shall update Class Member addresses using the NCOA
12 database.

13 7.4.3. Not later than 5 days after the Administrator's receipt of any Class Notice returned
14 by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
15 any forwarding address provided by the USPS. If the USPS does not provide a
16 forwarding address, the Administrator shall conduct a Class Member Address
17 Search, and re-mail the Class Notice to the most current address obtained. The
18 Administrator has no obligation to make further attempts to locate or send Class
19 Notice to Class Members whose Class Notice is returned by the USPS a second
20 time.

21 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks
22 and/or pay periods, and Requests for Exclusion will be extended an additional 14
23 days beyond the 60 days otherwise provided in the Class Notice for all Class
24 Members whose notice is re-mailed. The Administrator will inform the Class
25 Member of the extended deadline with the re-mailed Class Notice.

26 7.4.5. If the Administrator, UNITY COUNCIL or Class Counsel is contacted by or
27 otherwise discovers any persons who believe they should have been included in the
28 Class Data and should have received Class Notice, the Parties will expeditiously

1 meet and confer in person or by telephone, and in good faith. in an effort to agree
2 on whether to include them as Class Members. If the Parties agree, such persons
3 will be Class Members entitled to the same rights as other Class Members, and the
4 Administrator will send, via email or overnight delivery, a Class Notice requiring
5 them to exercise options under this Agreement not later than 14 days after receipt
6 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7 7.5. Requests for Exclusion (Opt-Outs).

8 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of
9 the Settlement must send the Administrator, by fax, email, or mail, a signed written
10 Request for Exclusion not later than 60 days after the Administrator mails the Class
11 Notice (plus an additional 14 days for Class Members whose Class Notice is re-
12 mailed). A Request for Exclusion is a letter from a Class Member or his/her
13 representative that reasonably communicates the Class Member's election to be
14 excluded from the Class portion of the Settlement and includes the Class Member's
15 name, address and email address or telephone number. To be valid, a Request for
16 Exclusion must be timely faxed, emailed, or postmarked by the Response
17 Deadline.

18 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
19 fails to contain all the information specified in the Class Notice. The Administrator
20 shall accept any Request for Exclusion as valid if the Administrator can reasonably
21 ascertain the identity of the person as a Class Member and the Class Member's
22 desire to be excluded. The Administrator's determination shall be final and not
23 appealable or otherwise susceptible to challenge. If the Administrator has reason to
24 question the authenticity of a Request for Exclusion, the Administrator may
25 demand additional proof of the Class Member's identity. The Administrator's
26 determination of authenticity shall be final and not appealable or otherwise
27 susceptible to challenge.

28 7.5.3. Every Class Member who does not submit a timely and valid Request for

Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

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

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service

1 Payment.

2 7.7.2. Participating Class Members may send written objections to the Administrator, by
3 fax, email, or mail. In the alternative, Participating Class Members may appear in
4 Court (or hire an attorney to appear in Court) to present verbal objections at the
5 Final Approval Hearing. A Participating Class Member who elects to send a
6 written objection to the Administrator must do so not later than 60 days after the
7 Administrator's mailing of the Class Notice (plus an additional 14 days for Class
8 Members whose Class Notice was re-mailed).

9 7.7.3. Non-Participating Class Members have no right to object to any of the class action
10 components of the Settlement.

11 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
12 performed or observed by the Administrator contained in this Agreement or otherwise.

13 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish
14 and maintain and use an internet website to post information of interest to Class
15 Members including the date, time and location for the Final Approval Hearing and
16 copies of the Settlement Agreement, Motion for Preliminary Approval, the
17 Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion
18 for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and
19 Class Representative Service Payment, the Final Approval and the Judgment. The
20 Administrator will also maintain and monitor an email address and a toll-free
21 telephone number to receive Class Member calls, faxes and emails.

22 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
23 promptly review on a rolling basis Requests for Exclusion to ascertain their
24 validity. Not later than five days after the expiration of the deadline for submitting
25 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
26 Defense Counsel containing (a) the names and other identifying information of
27 Class Members who have timely submitted valid Requests for Exclusion
28 ("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).

7.8.3. 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 PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. 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 PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Not later than 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.

7.8.6. Final Report by Settlement Administrator. Within 14 days after the Administrator

disburses all funds in the Maximum 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 14 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.

Based on its records, UNITY COUNCIL estimates that, as of the date of this Settlement Agreement, (1) there are 277 Class Members and 21,625 total Workweeks during the Class period and (2) there were 197 Aggrieved Employees who worked 4,634 PAGA Pay Periods during the PAGA Period. If the number of workweeks is more than 10% higher than the estimated 21,625 workweeks, then Plaintiff may exercise the option to withdraw from the settlement.

9. PARTIES' RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, either Party may, but is not obligated to, withdraw from the Settlement. The Parties agree that, if a Party withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, UNITY COUNCIL will remain responsible for paying all Settlement administration expenses incurred to that point if UNITY COUNCIL withdraws. The withdrawing Party must notify counsel and the Court of the election to withdraw not later than seven days after the Administrator sends the final Exclusion List to counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a

1 motion for final approval of the Settlement that includes a request for approval of the PAGA settlement
2 under Labor Code § 2699(I), a Proposed Final Approval Order and a proposed Judgment (collectively
3 “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not
4 later than three days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
5 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
6 disagreements concerning the Motion for Final Approval.

7 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
8 a Participating Class Member, including the right to file responsive documents in Court no
9 later than five court days prior to the Final Approval Hearing, or as otherwise ordered or
10 accepted by the Court.

11 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
12 Approval on any material change to the Settlement (including, but not limited to, the scope
13 of release to be granted by Class Members), the Parties will expeditiously work together in
14 good faith to address the Court’s concerns by revising the Agreement as necessary to
15 obtain Final Approval. The Court’s decision to award less than the amounts requested for
16 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
17 Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute
18 a material modification to the Agreement within the meaning of this paragraph.

19 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
20 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
21 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
22 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
23 law.

24 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
25 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
26 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the
27 Parties, their respective counsel, and all Participating Class Members who did not object to
28 the Settlement as provided in this Agreement, waive all rights to appeal from the

Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Maximum 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 UNITY COUNCIL that any of the allegations in the Operative Complaint have merit or that UNITY COUNCIL has any liability for any claims asserted; nor should it be intended

1 or construed as an admission by Plaintiff that UNITY COUNCIL's defenses in the Action
2 have merit. The Parties agree that class certification and representative treatment is for
3 purposes of this Settlement only. If, for any reason the Court does grant Preliminary
4 Approval, Final Approval or enter Judgment, UNITY COUNCIL reserves the right to
5 contest certification of any class for any reasons, and UNITY COUNCIL reserves all
6 available defenses to the claims in the Action, and Plaintiff reserves the right to move for
7 class certification on any grounds available and to contest UNITY COUNCIL's defenses.
8 The Settlement, this Agreement and Parties' willingness to settle the Action will have no
9 bearing on, and will not be admissible in connection with, any litigation (except for
10 proceedings to enforce or effectuate the Settlement and this Agreement).

11 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, UNITY
12 COUNCIL and Defense Counsel separately agree that, until the Motion for Preliminary
13 Approval of Settlement is filed, they and each of them will not disclose, disseminate
14 and/or publicize, or cause or permit another person to disclose, disseminate or publicize,
15 any of the terms of the Agreement directly or indirectly, specifically or generally, to any
16 person, corporation, association, government agency, or other entity except: (1) to the
17 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this
18 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
19 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or
20 (5) in response to an inquiry or subpoena issued by a state or federal government agency.
21 Each Party agrees to immediately notify each other Party of any judicial or agency order,
22 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, UNITY
23 COUNCIL and Defense Counsel separately agree not to, directly or indirectly, initiate any
24 conversation or other communication, before the filing of the Motion for Preliminary
25 Approval, any with third party regarding this Agreement or the matters giving rise to this
26 Agreement except to respond only that "the matter was resolved," or words to that effect.
27 This paragraph does not restrict Class Counsel's communications with Class Members in
28 accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and UNITY COUNCIL, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying 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, UNITY COUNCIL 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 UNITY COUNCIL 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 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 UNITY COUNCIL unless, prior to the Court's discharge of the Administrator's obligation, UNITY COUNCIL 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

1 Agreement.

2 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
3 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
4 weekend or federal legal holiday, such date or deadline shall be on the first business day
5 thereafter.

6 12.17. Notice. All notices, demands or other communications between the Parties in connection
7 with this Agreement will be in writing and deemed to have been duly given as of the third
8 business day after mailing by United States mail, or the day sent by email or messenger,
9 addressed as follows:

10
11
12
13 To Plaintiff:

14 Kane Moon
15 H. Scott Leviant
16 scott.leviant@moonyanglaw.com
17 Mariam Ghazaryan
18 mariam.ghazaryan@moonyanglaw.com
19 MOON & YANG, APC
20 1055 W. Seventh St., Suite 1880
21 Los Angeles, California 90017
22 Facsimile: (213) 232-3125

23 To Spanish Speaking Unity Council of Alameda, Inc:

24 Sat Sang Khalsa
25 skhalsa@grsm.com
26 Annette Rose
27 arose@grsm.com
28 GORDON REES SCULLY MANSUKHANI, LLP
633 W 5th, 52nd Floor
Los Angeles, California 90071

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: June 12, 2023

By:

DocuSigned by:
Justin Walker
2C8C12C23DCB46D

JUSTIN WALKER

Plaintiff's Counsel:

Dated: June 12, 2023

MOON & YANG, APC

By:

Kane Moon
H. Scott Leviant
Mariam Ghazaryan

Attorneys for Plaintiff JUSTIN WALKER

Defendant:

Dated: June __, 2023

SPANISH SPEAKING UNITY COUNCIL, INC.

By:

Print Name

Signature

Title

1 to prove the existence and contents of this Agreement.

2 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
3 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
4 further agree that upon the signing of this Agreement that pursuant to CCP section 583.330
5 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of
6 this settlement process.

7
8 **Plaintiff & Class Representative:**

9 Dated: June __, 2023

By: _____
JUSTIN WALKER

11
12 **Plaintiff's Counsel:**

13 Dated: June __, 2023

MOON & YANG, APC

14
15 By: _____
16 Kane Moon
17 H. Scott Leviant
18 Mariam Ghazaryan
19 Attorneys for Plaintiff JUSTIN WALKER

20 **Defendant:**

21 Dated: June __, 2023

SPANISH SPEAKING UNITY COUNCIL, INC.

22 By: ERIN Patch
23 Print Name
24 [Signature]
25 Signature
26 President
27 Title
28

Defendant's Counsel:

Dated: ~~June~~ ^{July 14} __, 2023

GORDON & REES SCULLY MANSUKHANI, LLP

By: 

Sat Sang S. Khalsa
Annette C. Rose

Attorneys for Defendant The Spanish Speaking
Unity Council, Inc.

Exhibit “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Walker v. The Spanish Speaking Unity Council of Alameda County, Inc., Case No. RG21106374

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against defendant THE SPANISH SPEAKING UNITY COUNCIL OF ALAMEDA COUNTY, INC. (“Defendant”)¹ for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Justin Walker (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of hourly non-exempt non-bargaining unit employees (“Class Members”) who were employed by Defendant in California during the Class Period (July 21, 2017, through <<PRELIM APPROVAL DATE>>); and, (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly non-exempt non-bargaining unit employees who worked for Defendant in California during the PAGA Period (July 21, 2020 through the date of final approval of the Parties’ settlement agreement by the Court) (the “PAGA Employees”).

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

Based on Defendant’s records, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for such a payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that you worked [REDACTED] workweeks during the Class Period, and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either of the respective periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Opt-Out Request or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are a PAGA Employee, remain eligible for an individual share of the Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

¹ All key terms herein are further defined in the Parties’ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be a Class Member and no longer eligible for an Individual Class Payment. Non-participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed Settlement except with respect to the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and the Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FINAL APPROVAL DATE/TIME>> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FINAL APPROVAL DATE/TIME>>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, failing to reimburse business expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements, and unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA Claims"). Plaintiff is represented by attorneys in the Action: Moon & Yang, APC ("Class Counsel.")

Defendant denies all liability arising from the Action and is confident it has strong legal and factual defenses to Plaintiff's claims. Defendant contends that, at all relevant times, Defendant properly compensated all employees and fully complied with all applicable laws. Defendant also denies the Action is appropriate to maintain as a class or representative action.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, Steven Rottman, Esq., to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is

a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay \$450,000.00 as the Maximum Settlement Amount (MSA). Defendant has agreed to deposit the MSA into an account controlled by the Administrator of the Settlement. The Administrator will use the MSA to pay the Individual Class Payments, Individual PAGA Payments, the Plaintiff's Service Payment, Class Counsels' Attorneys' Fees and Litigation Expenses, Settlement Administration Costs, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the MSA in three instalments, with the first installment of \$150,000 paid not more than 14 days after the Judgment entered by the Court if final, the second installment of \$150,000 paid one year after the first installment, and the third \$150,000 installment paid one year after the second installment. The Judgment will be final when the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from MSA. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the MSA, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$150,000.00 (33 1/3% of the MSA) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500.00 for the Class Representative Incentive Award for filing the Action, working with Class Counsel and representing the Class.
- C. Up to \$15,000.00 to the Administrator for services administering the Settlement.
- D. \$44,000.00 for PAGA Penalties, allocated 75% to the LWDA (\$33,000.00) and 25% in Individual PAGA Payments (\$11,000.00) to the PAGA Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the MSA (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report any individual share of the PAGA Payment and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be instead paid to the California State Bar's Justice Gap Fund to provide funding for legal aid services to low income Californians.

6. Requests for Exclusion from the Class Settlement (Opt Out Request). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt out. The Opt Out Request must (a) contain the full name, address, telephone number, last four (4) digits of the Social Security Number, and signature of the person requesting exclusion; (b) contain a clear statement indicating that the person wishes to exclude himself or herself from the Settlement, and referencing

the Action by name and/or case number; and (c) be postmarked no later than the <<RESPONSE DEADLINE>> Response Deadline. Excluded Class Members (i.e., Non-participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class (Non-participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA Claims against Defendant based on the alleged PAGA violations in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Opt Out Requests. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks to administer the Settlement. The Administrator’s contact information is in Section 9 below.

9. Participating Class Members’ Release. Upon the Effective Date, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another lawsuit against Defendant or their related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members’ Releases are as follows:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, officers, employees, directors, owners, subsidiaries, DBA’s, affiliates, and parent companies release Released Parties from (i) all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each participating class member had, now has, or may hereafter claim to have, and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiff’s Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (“the Released Claims”). The Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Order No. 1-2001 and Business & Professions Code §§ 17200, et seq. claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to timely pay employees upon separation or discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to reimburse necessary business expenditures, (4) failure to provide meal or rest periods of compensation in lieu thereof, (5) failure to provide accurate itemized wage statement, (6) all related violations of the applicable Wage Orders; (7) all related violations of California’s unfair competition law; and (8) interest, fees, and costs (“Released Claims”). The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action.

10. PAGA Employees’ PAGA Release. Upon the Effective Date, Plaintiff, as the agent of the LWDA, and the LWDA, will be barred from asserting PAGA Claims against the Released Parties, including Defendant. The result of this PAGA release is that all PAGA Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA release is as follows:

Pursuant to the requirements of Labor Code §§ 2698, et seq., Plaintiff Walker is the designated agent of the California Labor and Workforce Development Agency (“LWDA”), and is proceeding as a private attorney general, by bringing this enforcement action to recover civil penalties pursuant to Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Orders.

The Parties agree, and Plaintiff agrees, that upon the Effective Date, the LWDA shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, released the Released Parties from any claim for

civil penalties arising out of the Released Claims or specifically enumerated in the [Participating Class Members' Release].

As consideration for this release, the LWDA shall receive 75% of the PAGA Payment, consistent with the requirements of the Labor Code §§ 2698, et seq.

PAGA Members shall receive 25% of the PAGA payment consistent with the requirements of the Labor Code §§ 2698, et seq.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$11,000.00 by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., Class Members who don't opt-out) and all Class Members who qualify as PAGA Employees, whether they opt out or not. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual share of the PAGA Payment check to every PAGA Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is eligible as an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

The easiest way to request exclusion is to send a written and signed Opt Out Request by the <<RESPONSE DEADLINE>> Response Deadline. The Opt-Out Request must (a) contain the full name, address, telephone number, last four (4) digits of the Social Security Number, and signature of the person requesting exclusion; (b) contain a clear statement indicating that the person wishes to exclude himself or herself from the Settlement, and referencing the Action by name and/or case number; and (c) be postmarked no later than the <<RESPONSE DEADLINE>> Response Deadline. Excluded Class Members (i.e., Non-participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the proposed Settlement may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>. The objection must: (a) contain the objecting Class Member's full name, address, telephone number, last four digits of his or her Social Security number, and signature; (b) indicate that the submission is an objection in some manner; (c) contain the case name and number of the Action; (d) contain a clear and concise statement, including factual and/or legal arguments, explaining his or her objection(s) to the Settlement; and, (e) be

submitted to the Settlement Administrator no later than <<**RESPONSE DEADLINE**>>. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally hire 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. See Section 8 of this Notice (below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on <<**FINAL APPROVAL DATE/TIME**>> in Department 21 of the Alameda County Superior Court located at Rene C. Davidson Courthouse, Administration Building, 1221 Oak Street, Oakland, California 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the MSA will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should contact Class Counsel to verify the date and time of the Final Approval Hearing if you are planning to attend the hearing or have your own lawyer attend.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.alameda.courts.ca.gov/online-services/domainweb> and entering the Case Number for the Action, RG21106374.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Kane Moon
H. Scott Leviant
scott.leviant@moonyanglaw.com
Mariam Ghazaryan
mariam.ghazaryan@moonyanglaw.com
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Counsel for Defendant

Sat Sang Khalsa
skhalsa@grsm.com
Annette Rose
arose@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
633 W 5th, 52nd Floor
Los Angeles, California 90071

Settlement Administrator:

Name of Company: Phoenix Settlement Administrators
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or change your mailing address.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS