

SECOND MODIFIED CLASS ACTION AND PAGA SETTLEMENT

AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Geoffrey Williams (“Plaintiff”) and defendant Dawson Delivery, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.” Pursuant to Paragraph 11.10 of this Agreement, the Parties, through their representatives, hereby further modify the Agreement as follows.

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Williams v. Dawson Delivery, LLC*, initiated on September 29, 2021 and pending in Superior Court of the State of California, County of Los Angeles, Case No. 21CHCV00755.
- 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 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 Employees” means all current and former non-exempt, hourly-paid employees of Defendant employed in California at any time during the PAGA Period.
- 1.5. “Class” means all current and former non-exempt, hourly-paid employees of Defendant employed in California at any time during the Class Period.
- 1.6. “Class Counsel” means Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, and Jorge A. Flores of Moss Bollinger LLP.
- 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, telephone number, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods, whether the Class Member was paid a bonus, whether the Class Member was paid a break premium, and whether the Class Member's employment terminated at any time between March 2, 2019 to the end of the Class Period.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Verified Settlement Class Member or Non-Verified Settlement Class Member (including a Non-Verified Settlement 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 COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members 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 March 2, 2018, through December 18, 2022 (which is the date all Class Member collectively worked 6,942 workweeks (which includes a 5% escalator above the 6,611 workweeks worked by Class Members as of the date of mediation)).

- 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 amount the Court authorizes to be paid to the Class Representative for initiating the Action and providing services in support of the Action, in addition to Plaintiff’s Individual Class Payments, in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Action and in return for executing a general release with Defendant, as set forth herein.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Dawson” or “Defendant” means Dawson Delivery, LLC.
- 1.17. “Defense Counsel” means Tim L. Johnson, Nikolas T. Djordjevski, Keenan O’Connor, and Yousaf M. Jafri of Ogletree Deakins, Nash, Smoak & Stewart, P.C.
- 1.18. “Effective Date” means later of the time when: either (i) the Judgment of the court granting final approval of the settlement is final and no longer subject to appeal, *if there are objections*, or (ii) 20 days after Notice is provided by Plaintiff to Defendant that the Court entered the order on final approval of the settlement, *if there are no objections*.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement following the Final Approval Hearing.
- 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 One Hundred Twenty Thousand Dollars (\$120,000) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 4.3 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA

Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Verified Settlement 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 pay periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval. The final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581(d), and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court* (2009) 46 Cal. 4th 969.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount after the following deductions are made: (a) Administration Expenses Payment to the Administrator; (b) Class Representative Service Payment to Plaintiff; (c) the PAGA Penalties; (d) Class Counsel Fee Payment; and (e) Class Counsel Litigation Expenses Payment.

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

- 1.30. “Non-Verified Settlement Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Period” means the period from July 21, 2020 through December 18, 2022.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff’s July 21, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the PAGA civil penalties to be paid from the Gross Settlement Amount. The PAGA penalties allocation shall be Three Thousand Dollars (\$3,000.00) of the Gross Settlement Amount, 75% (approx. \$2,250.00) of which will be distributed to the LWDA and 25% (approx. \$750.00) will be distributed to Aggrieved Employees in settlement of the PAGA claims.
- 1.35. “Plaintiff” means Geoffrey Williams, the named plaintiff in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” means: Defendant and its past and present directors, officers, shareholders, owners, members, managing agents, attorneys, insurers, assigns, parents, subsidiaries, affiliates, predecessors, successors, business partners, contracting partners, and clients.

- 1.41. “Request for Exclusion” means a Class Member’s submission of a timely, written opt-out request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means forty-five (45) calendar days from the mailing of the Class Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The Response Deadline will be extended by fourteen (14) days for any Class Member whose Class Notice is remailed by the Settlement Administrator.
- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. “Verified Settlement Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 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 September 29, 2021, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action against Defendant for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”). On March 2, 2022, Plaintiff filed the First Amended Complaint (“Operative Complaint”) alleging class claims against Defendant for: (1) failure to provide meal periods and pay all meal period premium wages; (2) failure to make available rest periods and pay all rest periods premium wages; (3) failure to pay all overtime wages; (4) failure to pay all minimum wages; (5) failure to pay timely wages upon cessation of employment; (6) failure to reimburse for business expenses; (7) unfair competition under Business and Professions Code §§ 17200 *et seq.*; and (8) civil penalties pursuant to PAGA. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in

1 the Operative Complaint and denies any and all liability for the causes of action
2 alleged.

3 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
4 notice to Defendant and the LWDA by sending the PAGA Notice.

5 2.3. Defendant moved to compel arbitration pursuant to the Parties' arbitration
6 agreement. This Court denied Defendant's motion. Defendant's appealed the
7 Court's decision. Upon reaching a tentative settlement, Defendant dismissed its
8 appeal.

9 2.4. On February 16, 2023, the Parties participated in an all-day mediation presided
10 over by mediator Michael Young, Esq. The Parties did not reach an agreement
11 at mediation, but with the assistance of mediator Young, the Parties continued
12 negotiations for several months which led to a mediator's proposal, which the
13 Parties accepted, and to this Agreement to Settle the Action.

14 2.5. Prior to mediation, Plaintiff served formal discovery. Defendant provided
15 informal discovery and information that Plaintiff and his counsel needed to
16 evaluate the class and PAGA claims, including Defendant's pay data, time data,
17 the number of Class Members, the number of Aggrieved Employees, the total
18 number of workweeks worked during the Class Period, the total number of pay
19 periods during the PAGA Period, the average hourly rate for putative Class
20 Members during the Class Period, the total number of Class Members who
21 received a non-discretionary bonus during the Class Period, the total number of
22 premiums paid during the Class Period and relevant policies, among other data.
23 Plaintiff's investigation was sufficient to satisfy the criteria for court approval
24 set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801
25 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
26 ("*Dunk/Kullar*").

27 2.6. The Court has not yet granted class certification. For settlement purposes only,
28 the Parties agree that the Class, as defined in Paragraph 1.5 herein, may be

certified in the Action. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiff will request that the Court certify for settlement purposes only the Class as to all non-PAGA claims that have been asserted, which Defendant shall not oppose or object to.

2.7. 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 3.3 and 4.3 below, Defendant promises to pay One Hundred Twenty Thousand Dollars (\$120,000), as the Gross Settlement Amount. In no event shall Defendant be liable for the payment of any amounts exceeding the Gross Settlement Amount with the exception of the employer's share of payroll taxes. Specifically, all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Verified Settlement 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:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Six Thousand Five Hundred Dollars (\$6,500.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Verified Settlement Class Member). Defendant will not

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

12 3.2.2. To Class Counsel: A Class Counsel Fees Payment of up to Forty
13 Thousand Eight Hundred Dollars (\$40,800.00), which is 34% of the
14 Gross Settlement Amount and a Class Counsel Litigation Expenses
15 Payment of not more than \$5,500. Defendant will not oppose requests
16 for these payments provided that they do not exceed these amounts.
17 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees
18 Payment and Class Litigation Expenses Payment no later than sixteen
19 (16) court days prior to the Final Approval Hearing. If the Court
20 approves a Class Counsel Fees Payment and/or a Class Counsel
21 Litigation Expenses Payment less than the amounts requested, the
22 Administrator will allocate the remainder to the Net Settlement Amount.
23 Released Parties shall have no liability to Class Counsel or any other
24 Plaintiff's Counsel arising from any claim to any portion any Class
25 Counsel Fee Payment and/or Class Counsel Litigation Expenses
26 Payment. The Administrator will pay the Class Counsel Fees Payment
27 and Class Counsel Expenses Payment using one or more IRS 1099
28 Forms. Class Counsel assumes full responsibility and liability for taxes

owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: The Parties agree to get a quote from Phoenix Settlement Administrators for administration of the settlement. To the extent the Court approves payment less than the Administration Expenses agreed to by the Parties and the Administrator, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Verified Settlement Class Member: An Individual Class Payment calculated as follows: The Net Settlement Amount will be allocated among Verified Settlement Class Members on a proportional basis based on the number of Work Weeks worked during the Class Period, whether the Class Member earned a bonus, whether a Class Member was paid a break premium, and whether the Class Member experienced a termination during the Class Period. Verified Settlement Class Members shall be allocated one (1) point of credit for each workweek worked within the Class Period, One (1) point of credit for each workweek in which a Class Member was paid a bonus within the Class Period, one (1) point of credit for each workweek in which a Class member was paid a break premium within the Class Period, and five (5) points of credit for each Class Member who experienced a termination at any time between March 2, 2019 to the end the Class Period. One day worked in a given week will be credited as a workweek for the purposes of these calculations. To calculate each Class Member's proportional share, the Administrator will (i) add all points for all Verified Settlement Class Members to obtain the Denominator, (ii) Divide the number of points for each Verified Settlement Class

Member by the Denominator to obtain each Class Member's portion of the Net Settlement Amount, (iii) Multiply each Verified Settlement Class Member's portion of the Net Settlement Amount by the Net Settlement Amount to determine each Class Member's estimated individual settlement payment of the Net Settlement Amount.

3.2.4.1. Tax Allocation of Individual Class Payments. Fifteen percent (15%) of each Verified Settlement Class Member's Individual Class Payment will be allocated to settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS-W2 Form. Eighty-Five percent (85%) of each Verified Settlement 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. Verified Settlement Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Verified Settlement Class Members on Calculation of Individual Class Payments. Non-Verified Settlement 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 Verified Settlement Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Three Thousand Dollars (\$3,000.00) of the Gross Settlement Amount, with 75% (\$2,250.00) allocated to the LWDA and 25% (\$750.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' share of the 25% of PAGA Penalties 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.

3.3. Reimbursement of the Mediator's Fee. In addition to Defendant's obligation to pay the Gross Settlement Amount and the employer's share of payroll taxes as set forth in Paragraph 3.1 and 4.3, Defendant shall also reimburse Class Counsel for Plaintiff's share of the mediator's fee in the amount of \$8,375. Defendant shall reimburse Class Counsel on or before December 1, 2023. The Parties agree that Class Counsel's reimbursement of the mediator's fee is not subject to the Class Settlement Approval process. As such, Class Counsel will not seek court approval for reimbursement of the mediator's fee.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates that Class Members collectively worked a total of 6,942 Workweeks (which includes a 5% escalator above the 6,611 workweeks worked by Class Members as of the date of mediation).

4.2. Class Data. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect

1 Class Members' privacy rights, the Administrator must maintain the Class Data
2 in confidence, use the Class Data only for purposes of this Settlement and for
3 no other purpose, and restrict access to the Class Data to Administrator
4 employees who need access to the Class Data to effect and perform under this
5 Agreement. Defendant has a continuing duty to immediately notify Class
6 Counsel if it discovers that the Class Data omitted class member identifying
7 information and to provide corrected or updated Class Data as soon as
8 reasonably feasible. Without any extension of the deadline by which Defendant
9 must send the Class Data to the Administrator, the Parties and their counsel will
10 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
11 any issues related to missing or omitted Class Data.

12 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross
13 Settlement Amount into a Qualified Settlement Fund within twenty-one (21)
14 calendar days after the Effective Date. Defendant shall make an additional
15 payment of Defendant's share of the payroll taxes at the time of the final
16 scheduled payment.

17 4.3.1.

18 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) calendar
19 days after the Effective Date, the Administrator shall mail the Individual Class
20 Payments to Verified Settlement Class Members, Individual PAGA Payments
21 to Aggrieved Employees and the LWDA PAGA Payment to the LWDA. Within
22 twenty (20) calendar days after the Effective Date, the Administrator shall mail
23 the court approved Class Counsel Fees Payment, the Class Counsel Litigation
24 Expenses Payment, and the Class Representative Service Payment to Class
25 Counsel and Plaintiff.

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

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

15 4.4.2. The Administrator must conduct a Class Member Address Search for all
16 other Class Members whose checks are returned undelivered without
17 USPS forwarding address. Within five (5) calendar days of receiving a
18 returned check the Administrator must re-mail checks to the USPS
19 forwarding address provided or to an address ascertained through the
20 Class Member Address Search. The Administrator need not take further
21 steps to deliver checks to Class Members whose re-mailed checks are
22 returned as undelivered. The Administrator shall promptly send a
23 replacement check to any Class Member whose original check was lost
24 or misplaced, requested by the Class Member prior to the void date.

25 4.4.3. For any Class Member whose Individual Class Payment check or
26 Individual PAGA Payment check is uncashed and cancelled after the
27 void date, the amount of those checks will be distributed pursuant to
28 California Code of Civil Procedure § 384 with 100% of the amount

being distributed to Bet Tzedek Employment Rights Clinic. Settlement checks will not be sent out to any Settlement Class Members whose Notice Packets are returned as undeliverable.

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 funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from all claims under state, federal and local law arising out of the allegations made in the Action and in the Operative Complaint and that reasonably arise or could have arisen out of the facts alleged in the Action and the Operative Complaint, including alleged: (1) failure to pay overtime wages (including failure to properly calculate the regular rate of pay to those who worked overtime and earned incentive pay); (2) failure to provide meal periods and pay all meal period premium wages; (3) failure to make available rest periods and pay all rest period premium wages; (4) failure to pay all overtime wages at separation of employment, including sick pay; (5) failure to reimburse business expenses; (6) unfair competition, unfair business practices, unlawful business practices, fraudulent business practices; (7) and PAGA claims for civil penalties due to any of the same alleged Labor Code violations during the Class Period listed above and as set forth in Paragraph 5.3 below ("Released PAGA Claims"), interest, fees, and costs ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to

1 enforce this Agreement, or to any claims for vested benefits, unemployment
2 benefits, disability benefits, social security benefits, workers' compensation
3 benefits that arose at any time, or based on occurrences outside the Class Period.
4 Plaintiff acknowledges that Plaintiff may discover facts or law different from,
5 or in addition to, the facts or law that Plaintiff now knows or believes to be true
6 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in
7 all respects, notwithstanding such different or additional facts or Plaintiff's
8 discovery of them.

9 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

10 Plaintiff shall be deemed to have, and by operation of the Judgment shall
11 have, expressly waived and relinquished to the fullest extent permitted
12 by law the provisions, rights, and benefits of Section 1542 of the
13 California Civil Code, or any other similar provision under federal or
14 state law that purports to limit the scope of a general release. Plaintiff,
15 for himself, has read Section 1542 of the Civil Code of the State of
16 California, which provides as follows:

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

25 5.1.2. Plaintiff understands that Section 1542 gives the right not to release
26 existing claims of which he is not now aware, unless Plaintiff
27 voluntarily chooses to waive this right. Having been so apprised,
28 Plaintiff nevertheless voluntarily waives the rights described in Section
1542, and elect to assume all risks for claims that now exist in his favor,
known or unknown. The release of the claims of Plaintiff as set forth in

1 this Paragraph is a condition precedent to enforcement of the MOU and
2 this Agreement.

3 5.2. The “Released Class Claims”: All Verified Settlement Class Members on
4 behalf of themselves and their respective former and present representatives,
5 agents, attorneys, heirs, administrators, successors, and assigns, release
6 Released Parties from all claims under state, federal, and local law arising out
7 of the allegations made in the Action and in the Operative Complaint and that
8 reasonably arise or could have arisen out of the facts alleged in the Action and
9 the Operative Complaint, including alleged: (1) failure to pay overtime wages
10 (including failure to properly calculate the regular rate of pay to those who
11 worked overtime and earned incentive pay); (2) failure to provide meal periods
12 and pay all meal period premium wages; (3) failure to make available rest
13 periods and pay all rest period premium wages; (4) failure to pay all overtime
14 wages at separation of employment, including sick pay; (5) failure to reimburse
15 business expenses; (6) and unfair competition, unfair business practices,
16 unlawful business practices, fraudulent business practices,, interest, fees, and
17 costs.

18 5.3. The “Released PAGA Claims”: All Aggrieved Employees are deemed to
19 release, on behalf of themselves and their respective former and present
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
21 the Released Parties from any and all claims for violation of the California
22 Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.), predicated
23 on the facts and/or claims alleged in the Action and the Operative Complaint
24 and/or any PAGA letter sent to the LWDA by Plaintiff or in any way premised
25 in whole or in part on any of the Released Class Claims that arose at any time
26 during the PAGA Period and ascertained during the Action. The Aggrieved
27 Employees will be issued a check for their share of the PAGA Penalties and
28 will not have the opportunity to opt out of, or object to, the PAGA Penalties and

1 release of the Released PAGA Claims set forth in this Paragraph. The
2 Aggrieved Employees are bound by the release of the Released PAGA Claims
3 regardless of whether they cash or deposit their Individual PAGA Payment or
4 opt out of being a Settlement Class Member in accordance with Paragraph 7.5.

5 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare
6 and file a motion for preliminary approval (“Motion for Preliminary Approval”) that
7 complies with the Court’s current checklist for Preliminary Approval.

8 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within ten (10)
9 days of the full execution of this Agreement, Defendant will prepare and deliver
10 to Class Counsel a signed Declaration from Defendant and Defense Counsel
11 disclosing all facts relevant to any actual or potential conflicts of interest with
12 the Administrator and the proposed Cy Pres recipient. In their Declarations,
13 Defense Counsel and Defendant shall aver that they are not aware of any other
14 pending matter or action asserting claims that will be extinguished or adversely
15 affected by the Settlement.

16 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense
17 Counsel all documents necessary for obtaining Preliminary Approval,
18 including: (i) a draft of the notice, and memorandum in support, of the Motion
19 for Preliminary Approval that includes an analysis of the Settlement under
20 *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
21 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting
22 Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed
23 Class Notice; (iv) a signed declaration from the Administrator attaching its “not
24 to exceed” bid for administering the Settlement and attesting to its willingness
25 to serve; competency; operative procedures for protecting the security of Class
26 Data; amounts of insurance coverage for any data breach, defalcation of funds
27 or other misfeasance; all facts relevant to any actual or potential conflicts of
28 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 section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel agree to work together in good faith expeditiously finalizing and filing the Motion for Preliminary Approval 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 to the Administrator.

6.4. 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.

1 **7. SETTLEMENT ADMINISTRATION.**

2 7.1. Selection of Administrator. The Parties have jointly selected Phoenix
3 Settlement Administrators to serve as the Administrator and verified that, as a
4 condition of appointment, the Administrator agrees to be bound by this
5 Agreement and to perform, as a fiduciary, all duties specified in this Agreement
6 in exchange for payment of Administration Expenses. The Parties and their
7 Counsel represent that they have no interest or relationship, financial or
8 otherwise, with the Administrator other than a professional relationship arising
9 out of prior experiences administering settlements.

10 7.2. Employer Identification Number. The Administrator shall have and use its own
11 Employer Identification Number for purposes of calculating payroll tax
12 withholdings and providing reports state and federal tax authorities.

13 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund
14 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US
15 Treasury Regulation section 468B-1.

16 7.4. Notice to Class Members.

17 7.4.1. No later than Three (3) business days after receipt of the Class Data, the
18 Administrator shall notify Class Counsel that the list has been received
19 and state the number of Class Members, Aggrieved Employees,
20 Workweeks, and Pay Periods in the Class Data.

21 7.4.2. Using best efforts to perform as soon as possible, and in no event later
22 than Fourteen (14) days after receiving the Class Data, the
23 Administrator will send to all Class Members identified in the Class
24 Data, via first-class United States Postal Service (“USPS”) mail, the
25 Class Notice substantially in the form attached to this Agreement as
26 **Exhibit A.** The first page of the Class Notice shall prominently
27 estimate the dollar amounts of any Individual Class Payment and/or
28 Individual PAGA Payment payable to the Class Member/Aggrieved

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

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

7.4.4. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. In an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The

1 request need not be in any particular form and will be considered a valid
2 request for exclusion so long as it communicates a clear desire by the
3 Settlement Class Member not to be included in the Settlement and/or
4 Settlement Class, and identifies his/her/their full name and date of birth,
5 and current address along with his/her/their signature. No requests for
6 exclusion shall be accepted if postmarked after the forty-five (45)
7 calendar day period for the filing of exclusions, except as provided in
8 Paragraph 1.42 above. Class Members are responsible to maintain a
9 photocopy of their request for exclusion, reflecting that it was submitted
10 in a timely manner. Any disputes regarding the timeliness of a request
11 for exclusion or whether a written communication constitutes a valid
12 request that cannot be resolved between the Parties shall be determined
13 by the Court, whose determination shall be final. A Class Member, who
14 is also an Aggrieved Employee, cannot opt-out of the PAGA component
15 of the Settlement.

16 7.5.2. Any Class Member who validly excludes himself/herself/themselves
17 from this Settlement is a Non-Verified Settlement Class Member under
18 this Agreement and shall not be bound by the Released Class Claims
19 and shall not be entitled to any portion of the Net Settlement Amount.
20 Non-Verified Settlement Class Members, who are Aggrieved
21 Employees, are deemed to release the Released PAGA Claims identified
22 in Paragraph 5.3 of this Agreement and are eligible for an Individual
23 PAGA Payment, which they cannot exclude themselves from.

24 7.6. Challenges to Calculation of Workweeks and Pay Periods. Each Class Member
25 shall have forty-five (45) days after the Administrator mails the Class Notice to
26 challenge the number of Class Workweeks and PAGA Pay Periods (if any)
27 allocated to the Class Member in the Class Notice, except as provided in
28 Paragraph 1.42 above. The Class Member may challenge the allocation by

1 communicating with the Administrator via fax, email or mail. The
2 Administrator must encourage the challenging Class Member to submit
3 supporting documentation. In the absence of any contrary documentation, the
4 Administrator is entitled to presume that the Workweeks contained in the Class
5 Notice are correct so long as they are consistent with the Class Data. The
6 Administrator's determination of each Class Member's allocation of
7 Workweeks and/or Pay Periods shall be final and not appealable or otherwise
8 susceptible to challenge. The Administrator shall promptly provide copies of
9 all challenges to calculation of Workweeks and/or Pay Periods to Defense
10 Counsel and Class Counsel and the Administrator's determination the
11 challenges.

12 7.7. Objections to Settlement.

13 7.7.1. Only Verified Settlement Class Members may object to the class action
14 components of the Settlement and/or this Agreement, including
15 contesting the fairness of the Settlement, and/or amounts requested for
16 the Class Counsel Fees Payment, Class Counsel Litigation Expenses
17 Payment and/or Class Representative Service Payment.

18 7.7.2. Verified Settlement Class Members may send written objections to the
19 Administrator, by fax, email, or mail. In the alternative, Verified
20 Settlement Class Members may appear in Court (or hire an attorney to
21 appear in Court) to present verbal objections at the Final Approval
22 Hearing. A Verified Settlement Class Member who elects to send a
23 written objection to the Administrator must do so not later than forty-
24 five (45) days after the Administrator's mailing of the Class Notice,
25 except as provided in Paragraph 1.42 above.

26 7.7.3. Any Class Member, who does not affirmatively opt-out of the
27 Settlement by submitting a valid and timely request for exclusion, may
28 object to the approval of class action settlement ("Objecting Class

Member”). Any Class Member who makes a timely request for exclusion has waived their right to object.

7.7.4. Non-Verified Settlement Class Members have no right to object to any of the class action components of the Settlement.

7.7.5. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

7.7.6. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or to appeal from the Court’s Final Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

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 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to 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). Separately, the Administrator shall email a list to Class Counsel containing (a) the names on the Exclusion List.

1 7.8.2. Weekly Reports. The Administrator must, on a weekly basis, provide
2 written reports to Class Counsel and Defense Counsel that, among other
3 things, tally the number of: Class Notices mailed or re-mailed, Class
4 Notices returned undelivered, Requests for Exclusion (whether valid or
5 invalid) received, objections received, challenges to Workweeks and/or
6 Pay Periods received and/or resolved, and checks mailed for Individual
7 Class Payments and Individual PAGA Payments (“Weekly Report”).
8 The Weekly Reports must include provide the Administrator’s
9 assessment of the validity of Requests for Exclusion and attach copies
10 of all Requests for Exclusion and objections received.

11 7.8.3. Administrator’s Declaration. Not later than fourteen (14) days before
12 the date by which Plaintiff is required to file the Motion for Final
13 Approval of the Settlement, the Administrator will provide to Class
14 Counsel and Defense Counsel, a signed declaration suitable for filing in
15 Court attesting to its due diligence and compliance with all of its
16 obligations under this Agreement, including, but not limited to, its
17 mailing of Class Notice, the Class Notices returned as undelivered, the
18 re-mailing of Class Notices, attempts to locate Class Members, the total
19 number of Requests for Exclusion from Settlement it received (both
20 valid or invalid), the number of written objections and attach the
21 Exclusion List. The Administrator will supplement its declaration as
22 needed or requested by the Parties and/or the Court. Class Counsel is
23 responsible for filing the Administrator’s declaration(s) in Court.

24 7.8.4. Final Report by Settlement Administrator. Within ten (10) days after
25 the Administrator disburses all funds in the Gross Settlement Amount,
26 the Administrator will provide Class Counsel and Defense Counsel with
27 a final report detailing its disbursements by employee identification
28 number only of all payments made under this Agreement. At least

1 fifteen (15) calendar days before any deadline set by the Court, the
2 Administrator will prepare, and submit to Class Counsel and Defense
3 Counsel, a signed declaration suitable for filing in Court attesting to its
4 disbursement of all payments required under this Agreement. Class
5 Counsel is responsible for filing the Administrator's declaration in
6 Court.

7 **8. CLASS SIZE ESTIMATES.** Based on its records, Defendant estimates that, as of the
8 date of the mediation Class Members worked 6,942 total Workweeks during the Class
9 Period.

10 **9. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before
11 the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final
12 approval of the Settlement that includes a request for approval of the PAGA settlement
13 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a
14 proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide
15 drafts of these documents to Defense Counsel prior to filing the Motion for Final
16 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in
17 person or by telephone, and in good faith, to resolve any disagreements concerning the
18 Motion for Final Approval.

19 9.1. Response to Objections. Each Party retains the right to respond to any objection
20 raised by a Verified Settlement Class Member, including the right to file
21 responsive documents in Court no later than five (5) court days prior to the Final
22 Approval Hearing, or as otherwise ordered or accepted by the Court.

23 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions
24 Final Approval on any material change to the Settlement (including, but not
25 limited to, the scope of release to be granted by Class Members), the Parties
26 will expeditiously work together in good faith to address the Court's concerns
27 by revising the Agreement as necessary to obtain Final Approval. The Court's
28 decision to award less than the amounts requested for the Class Representative

1 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
2 Expenses Payment and/or Administrator Expenses Payment shall not constitute
3 a material modification to the Agreement within the meaning of this paragraph.

4 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
5 Judgment, the Court will retain jurisdiction over the Parties, Action, and the
6 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment,
7 (ii) addressing settlement administration matters, and (iii) addressing such post-
8 Judgment matters as are permitted by law.

9 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
10 and conditions of this Agreement, specifically including the Class Counsel Fees
11 Payment and Class Counsel Litigation Expenses Payment reflected set forth in
12 this Settlement, the Parties, their respective counsel, and all Verified Settlement
13 Class Members who did not object to the Settlement as provided in this
14 Agreement, waive all rights to appeal from the Judgment, including all rights
15 to post-judgment and appellate proceedings, the right to file motions to vacate
16 judgment, motions for new trial, extraordinary writs, and appeals. The waiver
17 of appeal does not include any waiver of the right to oppose such motions, writs
18 or appeals. If an objector appeals the Judgment, the Parties' obligations to
19 perform under this Agreement will be suspended until such time as the appeal
20 is finally resolved and the Judgment becomes final, except as to matters that do
21 not affect the amount of the Net Settlement Amount.

22 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
23 the reviewing Court vacates, reverses, or modifies the Judgment in a manner
24 that requires a material modification of this Agreement (including, but not
25 limited to, the scope of release to be granted by Class Members), this
26 Agreement shall be null and void. The Parties shall nevertheless expeditiously
27 work together in good faith to address the appellate court's concerns and to
28 obtain Final Approval and entry of Judgment. 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 Gross Settlement amount remains unchanged.

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

11. ADDITIONAL PROVISIONS.

11.1. 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 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 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).

11.2. 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

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

18 11.3. Non-Publicity Post Preliminary Approval. Class Counsel and Plaintiff agree
19 not to publicize the terms of this Settlement with the media, including but not
20 limited to, any newspaper, journal, magazine, website and/or online reporter of
21 settlements or on any website.

22 11.4. No Solicitation. The Parties separately agree that they and their respective
23 counsel and employees will not solicit any Class Member to opt out of or object
24 to the Settlement, or appeal from the Judgment, either directly or indirectly,
25 through any means. Nothing in this paragraph shall be construed to restrict
26 Class Counsel's ability to communicate with Class Members in accordance
27 with Class Counsel's ethical obligations owed to Class Members.
28

1 11.5. Integrated Agreement. Upon execution by all Parties and their counsel, this
2 Agreement together with its attached exhibits shall constitute the entire
3 agreement between the Parties relating to the Settlement, superseding any and
4 all oral representations, warranties, covenants, or inducements made to or by
5 any Party.

6 11.6. Attorney Authorization. Class Counsel and Defense Counsel separately
7 warrant and represent that they are authorized by Plaintiff and Defendant,
8 respectively, to take all appropriate action required or permitted to be taken by
9 such Parties pursuant to this Agreement to effectuate its terms, and to execute
10 any other documents reasonably required to effectuate the terms of this
11 Agreement including any amendments to this Agreement.

12 11.7. Cooperation. The Parties and their counsel will cooperate with each other and
13 use their best efforts, in good faith, to implement the Settlement by, among
14 other things, modifying the Agreement, submitting supplemental evidence and
15 supplementing points and authorities as requested by the Court. In the event
16 the Parties are unable to agree upon the form or content of any document
17 necessary to implement the Settlement, or on any modification of the
18 Agreement that may become necessary to implement the Settlement, the Parties
19 will seek the assistance of a mediator and/or the Court for resolution.

20 11.8. No Prior Assignments. The Parties separately represent and warrant that they
21 have not directly or indirectly assigned, transferred, encumbered, or purported
22 to assign, transfer, or encumber to any person or entity and portion of any
23 liability, claim, demand, action, cause of action, or right released and
24 discharged by the Party in this Settlement.

25 11.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense
26 Counsel are providing any advice regarding taxes or taxability, nor shall
27 anything in this Settlement be relied upon as such within the meaning of United
28

1 States Treasury Department Circular 230 (31 CFR Part 10, as amended) or
2 otherwise.

3 11.10. Modification of Agreement. This Agreement, and all parts of it, may be
4 amended, modified, changed, or waived only by an express written instrument
5 signed by all Parties or their representatives, and approved by the Court.

6 11.11. Agreement Binding on Successors. This Agreement will be binding upon, and
7 inure to the benefit of, the successors of each of the Parties.

8 11.12. Applicable Law. All terms and conditions of this Agreement and its exhibits
9 will be governed by and interpreted according to the internal laws of the state
10 of California, without regard to conflict of law principles.

11 11.13. Cooperation in Drafting. The Parties have cooperated in the drafting and
12 preparation of this Agreement. This Agreement will not be construed against
13 any Party on the basis that the Party was the drafter or participated in the
14 drafting.

15 11.14. Confidentiality. To the extent permitted by law, all agreements made, and
16 orders entered during Action and in this Agreement relating to the
17 confidentiality of information shall survive the execution of this Agreement.

18 11.15. Use and Return of Class Data. Information provided to Class Counsel pursuant
19 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data
20 provided to Class Counsel by Defendant in connection with the mediation, other
21 settlement negotiations, or in connection with the Settlement, may be used only
22 with respect to this Settlement, and no other purpose, and may not be used in
23 any way that violates any existing contractual agreement, statute, or rule of
24 court. Not later than ninety (90) days after the date when the Court discharges
25 the Administrator's obligation to provide a Declaration confirming the final pay
26 out of all Settlement funds, Plaintiff shall destroy, all paper and electronic
27 versions of Class Data received from Defendant unless, prior to the Court's
28

1 discharge of the Administrator's obligation, Defendant makes a written request
2 to Class Counsel for the return, rather than the destructions, of Class Data.

3 11.16. Headings. The descriptive heading of any section or paragraph of this
4 Agreement is inserted for convenience of reference only and does not constitute
5 a part of this Agreement.

6 11.17. Calendar Days. Unless otherwise noted, all reference to "days" in this
7 Agreement shall be to calendar days. In the event any date or deadline set forth
8 in this Agreement falls on a weekend or federal legal holiday, such date or
9 deadline shall be on the first business day thereafter.

10 11.18. Notice. All notices, demands or other communications between the Parties in
11 connection with this Agreement will be in writing and deemed to have been
12 duly given as of the third business day after mailing by United States mail, or
13 the day sent by email or messenger, addressed as follows:

14 To Plaintiff: Jeremy F. Bollinger
15 Moss Bollinger LLP
16 15300 Ventura Blvd., Ste. 207
17 Sherman Oaks, CA 91430

18 To Defendant: Tim L. Johnson
19 Ogletree, Deakins, Nash, Smoak & Stewart
20 4660 La Jolla Village Dr., Ste. 900
21 San Diego, CA 92122

22 11.19. Execution in Counterparts. This Agreement may be executed in one or more
23 counterparts by facsimile, electronically (i.e. DocuSign), or email which for
24 purposes of this Agreement shall be accepted as an original. All executed
25 counterparts and each of them will be deemed to be one and the same instrument
26 if counsel for the Parties will exchange between themselves signed
27 counterparts. Any executed counterpart will be admissible in evidence to prove
28 the existence and contents of this Agreement.

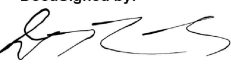
1 11.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement
2 the litigation shall be stayed, except to effectuate the terms of this Agreement.
3 The Parties further agree that upon the signing of this Agreement that pursuant
4 to CCP section 583.330 to extend the date to bring a case to trial under CCP
5 section 583.310 for the entire period of this settlement process.
6

7 **SIGNATURES ON NEXT PAGE**
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[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s) set forth below:

Dated: 12/13/2024

DocuSigned by:

58B94B24C8A3416
GEOFFREY WILLIAMS
Plaintiff and Class Representative

Dated: _____

[NAME], [TITLE]
DAWSON DELIVERY, LLC

APPROVED AS TO FORM AND CONTENT:

Dated: 12/13/2024

MOSS BOLLINGER, LLP

Signed by:

By: _____
4D110576CE04438
Jeremy F. Bollinger
Dennis F. Moss
Ari E. Moss
Attorneys for Plaintiff GEOFFREY WILLIAMS

Dated: _____

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: _____
Tim L. Johnson
Nikolas T. Djordjevski
Keenan O'Connor
Yousaf M. Jafri
Attorneys for Defendant DAWSON DELIVERY, LLC

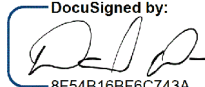
[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s) set forth below:

Dated: _____

GEOFFREY WILLIAMS
Plaintiff and Class Representative

Dated: 12-Dec-2024

DocuSigned by:

8F54B16BF6C743A... n
Title: CEO
DAWSON DELIVERY, LLC

APPROVED AS TO FORM AND CONTENT:

Dated: _____

MOSS BOLLINGER, LLP

By: _____

Jeremy F. Bollinger
Dennis F. Moss
Ari E. Moss
Attorneys for Plaintiff GEOFFREY WILLIAMS

Dated: December 13, 2024

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: _____


Tim L. Johnson
Nikolas T. Djordjevski
Keenan O'Connor
Yousaf M. Jafri
Attorneys for Defendant DAWSON DELIVERY, LLC

EXHIBIT

A

1
2 **COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND**
3 **HEARING DATE FOR FINAL COURT APPROVAL**

4 Geoffrey Williams v. Dawson Delivery, LLC

5 Los Angeles Superior Court Case No. 21CHCV00755

6
7 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
8 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***
9

10 **You may be eligible to receive money** from an employee class action and PAGA lawsuit
11 (“Action”) against Dawson Delivery, LLC (“Dawson” or “Defendant”) for alleged wage and hour
12 violations. The Action was filed by a former Dawson employee, Geoffrey Williams (“Plaintiff”) and
13 seeks payment of (1) back wages and other relief for a class of current and former non-exempt, hourly
14 paid employees of Dawson Delivery, LLC, employed in California as delivery drivers at any time
15 during the Class Period (“Class Members”); and (2) penalties under the California Private Attorney
16 General Act (“PAGA”) for all current and former non-exempt, hourly paid employees of Dawson
17 Delivery, LLC, employed in California as delivery drivers at any time during the PAGA Period
18 (“Aggrieved Employees”). The Class Period is from March 2, 2018 through December 18, 2022. The
19 PAGA Period is from July 21, 2020 through December 18, 2022.

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

23 Based on Dawson’s records, and the Parties’ current assumptions, your **Individual Class**
24 **Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is**
25 **estimated to be \$_____.** The actual amount you may receive likely will be different and will depend
26 on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to
27 Dawson’s records you are not eligible for an Individual PAGA Payment under the Settlement because
28 you didn’t work during the PAGA Period.)

1 The above estimates are based on Dawson's records showing that **you worked [REDACTED] workweeks**
2 during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period and that **you**
3 **experienced [REDACTED] terminations** at any time between March 2, 2019 to the end of the Class Period.
4 If you believe that you worked more workweeks during either period, you can submit a challenge by
5 the deadline date. *See* Section 4 of this Notice.

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

14 If you worked for Dawson during the Class Period and/or the PAGA Period, you have two
15 basic options under the Settlement:

16 (1) **Do Nothing.** You don't have to do anything to participate in the proposed
17 Settlement and be eligible for an Individual Class Payment and/or an Individual
18 PAGA Payment. If you do nothing, and the Court approves the Settlement, as a
19 Verified Settlement Class Member, though, you will give up your right to assert
20 Class Period wage claims and PAGA Period penalty claims against Dawson.

21 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
22 Settlement (opt-out) by submitting the written Request for Exclusion or otherwise
23 notifying the Administrator in writing. If you opt-out of the Settlement, you will
24 not receive an Individual Class Payment. You will, however, preserve your right
25 to personally pursue Class Period wage claims against Dawson, and, if you are an
26 Aggrieved Employee, remain eligible for an Individual PAGA Payment. If you are
27 an Aggrieved Employee, you cannot opt-out of the PAGA portion of the proposed
28 Settlement.

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

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 Verified Settlement 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 Dawson 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 	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 be a Non-Verified Settlement Class Member and no longer eligible for an Individual Class Payment. Non-Verified Settlement Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Dawson must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims.
Verified Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Verified Settlement Class Members") can object to any aspect of the proposed 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 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

Written Objections Must be Submitted by <u> </u>	amount paid to Verified Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
You Can Participate in the <u> </u> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <u> </u>. 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. Verified Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <u> </u>	The amount of your Individual Class Payment and 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Dawson’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u> </u>. <i>See</i> Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Dawson employee. The Action accuses Dawson of violating California labor laws by failing to provide meal periods and pay all meal period premium wages, failing to make available rest periods and pay all rest periods premium wages, failing to pay all overtime wages, failing to pay all minimum wages, failing to timely pay wages due upon cessation of employment, failing to reimburse for business expenses, and committing unfair labor practices. 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”). Plaintiff is represented by attorneys in the

1 Action: Jeremy F. Bollinger, Dennis F. Moss, and Ari E. Moss of Moss Bollinger LLP (“Class
2 Counsel.”)

3 Dawson denies violating any laws or failing to pay any wages as alleged in the Action and
4 contends it complied with all applicable laws.

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

6 So far, the Court has made no determination whether Dawson or Plaintiff is correct on the
7 merits.

8 In the meantime, Plaintiff and Dawson hired an experienced, neutral mediator in an effort to
9 resolve the Action by negotiating an end to the case by agreement (settle the case) rather than
10 continuing the expensive and time-consuming process of litigation. The negotiations were successful.
11 By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court
12 to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Dawson have
13 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the
14 proposed Settlement is a compromise of disputed claims. By agreeing to settle, Dawson does not
15 admit any violations or concede the merit of any claims.

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

22 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED** 23 **SETTLEMENT?**

24 1. Dawson Will Pay One Hundred Twenty Thousand Dollars (\$120,000) as the Gross
25 Settlement Amount (“Gross Settlement”). Dawson has agreed to deposit the Gross Settlement into an
26 account controlled by the Administrator of the Settlement. The Administrator will use the Gross
27 Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative
28 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the

1 Administrator Expenses Payment, and penalties to be paid to the California Labor and Workforce
2 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Dawson will fund the
3 Gross Settlement within __ calendar days after the Effective Date of the Settlement.

4 The Judgment will be final on the date the Court enters Judgment, or a later date if Verified Settlement
5 Class Members object to the proposed Settlement or the Judgment is appealed.

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

9 A. Up to **\$40,800 (34%** of the Gross Settlement) to Class Counsel for attorneys’
10 fees (subject to increase if the Gross Settlement increases) and up to \$2,500 for
11 their litigation expenses. To date, Class Counsel have worked and incurred
12 expenses on the Action without payment.

13 B. Up to **\$6,500** as a Class Representative Service Payment for filing the Action,
14 working with Class Counsel, and representing the Class. A Class
15 Representative Service Payment will be the only monies Plaintiff will receive
16 other than Plaintiff’s Individual Class Payment and any Individual PAGA
17 Payment.

18 C. Up to **\$9,250** to the Administrator for services administering the Settlement.

19 D. Approximately **\$3,000** for PAGA Penalties for PAGA Penalties, allocated 75%
20 to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the
21 Aggrieved Employees based on their PAGA Period Pay Periods. The 25%

22 Verified Settlement Class Members have the right to object to any of these deductions. The
23 Court will consider all objections.

24 3. Net Settlement Distributed to Class Members. After making the above deductions in
25 amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the
26 “Net Settlement”) by making Individual Class Payments to Verified Settlement Class Members based
27 on their Class Period Workweeks.
28

1 4. Taxes Owed on Payments to Class Members. Plaintiff and Dawson are asking the
2 Court to approve an allocation of **15%** of each Individual Class Payment to taxable wages (“Wage
3 Portion”) and **85%** to non-economic damages and interest (“Non-Wage Portion.”). The Wage Portion
4 is subject to withholdings and will be reported on IRS W-2 Forms. (Dawson will separately pay
5 employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as
6 penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA
7 Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

13 5. Need to Promptly Cash Payment Checks. The front of every check issued for
14 Individual Class Payments and Individual PAGA Payments will show the date when the check expires
15 (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and
16 the monies will be distributed to Bet Tzedek Free Legal Services for the benefit of the Bet Tzedek
17 Employment Rights Clinic.

18 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
19 Verified Settlement Class Member, participating fully in the Class Settlement, unless you notify the
20 Administrator in writing, not later than , that you wish to opt-out. The easiest way to
21 notify the Administrator is to send a written and signed Request for Exclusion by the
22 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her
23 representative setting forth a Class Member’s name, present address, telephone number, and a simple
24 statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Verified
25 Settlement Class Members) will not receive Individual Class Payments, but will preserve their rights
26 to personally pursue wage and hour claims against Dawson. You cannot opt-out of the PAGA portion
27 of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Verified
28 Settlement Class Members) remain eligible for Individual PAGA Payments and are required to give

up their right to assert PAGA claims against Dawson based on the PAGA Period facts alleged in the Action (the “Released PAGA Claims”).

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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Dawson have agreed that, in either case, the Settlement will be void: Dawson will not pay any money and Class Members will not release any claims against Dawson.

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’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Verified Settlement Class Members’ Release. After the Judgment is final and Dawson has fully funded the Gross Settlement and separately paid all employer payroll taxes, Verified Settlement 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 any other lawsuit against Dawson or 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 Verified Class Members will be bound by the following release:

All Verified Settlement Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims under state, federal, and local law arising out of the allegations made in the Action and in the Operative Complaint and that reasonably arise or could have arisen out of the facts alleged in the Action and the Operative Complaint, including alleged: (1) failure to pay overtime wages (including failure to properly calculate the regular rate of pay to those who worked overtime and earned incentive pay); (2) failure to provide meal periods and pay all meal period premium wages; (3) failure to make available rest periods and pay all rest period premium wages; (4) failure to pay all overtime wages at separation of employment, including sick pay; (5) failure to reimburse business expenses;

(6) unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, interest, fees, and costs.

Aggrieved Employees irrespective of their status as Verified Settlement Class Members or Non-Verified Class Members will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.), predicated on the facts and/or claims alleged in the Action and/or any PAGA letter sent to the LWDA by Plaintiff or in any way premised in whole or in part on any of the Released Class Claims that arose at any time during the PAGA Period (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments using the following formula: The Net Settlement Amount will be allocated among Verified Settlement Class Members on a proportional basis based on the number of Work Weeks worked during the Class Period and whether the Verified Settlement Class Member experienced a termination during the Class Period. Verified Settlement Class Members shall be allocated one (1) point of credit for each workweek worked within the Class Period, (1) point of credit for each workweek in which a Class Member was paid a bonus within the Class Period, (1) point of credit for each workweek in which a Class member was paid a break premium within the Class Period, and (5) points of credit for each workweek in which a Class Member experienced a termination at any time between March 2, 2019 to the end of the Class Period. One day worked in a given week will be credited as a workweek for the purposes of these calculations. To calculate each Class Member’s proportional share, the Administrator will (i) add all points for all Verified Settlement Class Members to obtain the Denominator, (ii) Divide the number of points for each Verified Settlement Class Member by the Denominator to obtain each Class Member’s portion of the Net Settlement Amount, (iii) Multiply each Verified Settlement Class Member’s portion of the Net Settlement Amount by the Net Settlement Amount to determine each Class Member’s estimated individual settlement payment of the Net Settlement Amount.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing approximately \$ [REDACTED] by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved 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 Dawson's records, are stated in the first page of this Notice. You have until [REDACTED] 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 Dawson's calculation of Workweeks and/or Pay Periods based on Dawson'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 Verified Settlement Class Members) and Dawson's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Verified Settlement Class Members. The Administrator will send, by U.S. mail, a single check to every Verified Settlement Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Verified Settlement Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Verified Settlement Class Member).

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.

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

2 Submit a written and signed letter with your name, present address, telephone number, and a
3 simple statement that you do not want to participate in the Settlement. The Administrator will exclude
4 you based on any writing communicating your request be excluded. Be sure to personally sign your
5 request, identify the Action as **Williams v. Dawson Delivery, LLC, Los Angeles Superior Court**
6 **Case No. 21CHCV00755**, and include your identifying information (full name, address, telephone
7 number, approximate dates of employment, and social security number for verification purposes).
8 You must make the request yourself. If someone else makes the request for you, it will not be valid.
9 **The Administrator must be sent your request to be excluded by _____, or it will be**
10 **invalid.** Section 9 of the Notice has the Administrator's contact information.

11 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

12 Only Verified Settlement Class Members have the right to object to the Settlement. Before
13 deciding whether to object, you may wish to see what Plaintiff and Dawson are asking the Court to
14 approve. At least sixteen (16) court days before the [INSERT DATE OF FINAL APPROVAL
15 HEARING] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for
16 Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and
17 (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payment stating (i) the
18 amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount
19 Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class
20 Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these
21 documents at no cost to you. You can also view them on the Administrator's Website
22 _____(url)____ or the Court's website _____(url)_____.

23 A Verified Settlement Class Member who disagrees with any aspect of the Agreement, the
24 Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative
25 Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the
26 amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending**
27 **written objections to the Administrator is _____.** Be sure to tell the Administrator what
28 you object to, why you object, and any facts that support your objection. Make sure you identify the

1 Action **Williams v. Dawson Delivery, LLC, Los Angeles Superior Court Case No. 21CHCV00755**
2 and include your name, current address, telephone number, and approximate dates of employment for
3 and sign the objection. Section 9 of this Notice has the Administrator's contact information.

4 Alternatively, a Verified Settlement Class Member can object (or personally retain a lawyer to
5 object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be
6 ready to tell the Court what you object to, why you object, and any facts that support your objection.
7 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

9 You can, but don't have to, attend the Final Approval Hearing on _____ at
10 (time) in Department 6 of the Los Angeles Superior Court, located at 312 N. Spring St., Los Angeles,
11 CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement
12 and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator.
13 The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a
14 decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect
15 (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.
16 It's possible the Court will reschedule the Final Approval Hearing. You should check the
17 Administrator's website _____ beforehand or contact Class
18 Counsel to verify the date and time of the Final Approval Hearing.

19 **9. HOW CAN I GET MORE INFORMATION?**

20 The Agreement sets forth everything Dawson and Plaintiff have promised to do under the
21 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
22 documents is to go to _____ (specify entity) 's website at _____ (url) . You can also
23 telephone or send an email to Class Counsel or the Administrator using the contact information listed
24 below, or consult the Superior Court website by going to
25 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action,
26 Case No. 21CHCV00755. You can also make an appointment to personally review court documents
27 in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.
28

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

Class Counsel: Jeremy F. Bollinger, Dennis F. Moss, and Ari E. Moss
Name of Attorney: Jeremy F. Bollinger
Email Address: jeremy@mossbollinger.com
Name of Firm: Moss Bollinger LLP
Mailing Address: 15300 Ventura Blvd., Ste. 207, Sherman Oaks, California 91403
Telephone: (310) 982-2984

Settlement Administrator:

Name of Company: _____

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. If your check is already void, the monies will be distributed to Bet Tzedek Free Legal Services for the benefit of the Bet Tzedek Employment Rights Clinic.

11. WHAT IF I CHANGE MY ADDRESS?

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