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Attorneys for Plaintiff and the Class

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

RICHARD LINDLEY, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

NUGGET MARKET, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CV2021-1333

(Consolidated with Case No. CV2021-1694)

Honorable Timothy L. Fall
Department 11

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

[Notice of Motion and Motion for
Preliminary Approval of Class Action and
PAGA Settlement; Declaration of Proposed
Class Counsel (Yasmin Hosseini), Class
Representative (Richard Lindley); and
[Proposed] Order filed concurrently
herewith]

Date:
Time:
Department: 11

Complaint Filed: July 23, 2021
Trial Date: None Set

1 This matter has come before the Honorable Timothy L. Fall in Department 11 of the
2 Superior Court of the State of California, for the County of Yolo, on _____ at _____
3 a.m./p.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Richard Lindley ("Plaintiff"), individually
5 and on behalf of all others similarly situated and other aggrieved employees, and Ogletree, Deakins,
6 Nash, Smoak & Stewart, P.C. appears as counsel for Defendant Nugget Market, Inc. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 "EXHIBIT 1" to the Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for
14 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
15 determination that the Settlement falls within the range of possible approval as fair, adequate, and
16 reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and each
23 other's respective positions. It further appears to the Court that the Settlement, at this time, will
24 avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be
25 presented by the further prosecution of the case. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty Amount, Administration Costs,
3 and payments to the Settlement Class Members and Aggrieved Employees provided thereby, appear
4 to be within the range of reasonableness of a settlement that could ultimately be given final approval
5 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
6 the Settlement and preliminarily finds that the monetary settlement awards made available to the
7 Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against
8 the probable outcome of further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel are qualified to act as counsel for Plaintiff in his individual capacity and as the
18 representative of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly-paid or non-exempt employees of Defendant in
22 California worked at any time period from July 23, 2017 to November 1, 2023 (or
23 such earlier date as provided by Section 4.8 of the Settlement Agreement, if
24 applicable).

25 7. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh and Yasmin
26 Hosseini of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

27 8. The Court provisionally appoints Plaintiff Richard Lindley as the representative of
28 the Class ("Class Representative").

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1 9. The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”) to
2 handle the administration of the Settlement (“Administrator”).

3 10. Within twenty-one (21) calendar days following entry of this Order, Defendant shall
4 provide the Administrator with the following information about each Class Member and Aggrieved
5 Employee: last-known full name, last-known mailing address, last-known telephone number, Social
6 Security Number, hire and termination dates for employment as an hourly-paid or non-exempt
7 employee of Defendant in California during the Class Period and/or PAGA Period (if applicable),
8 and such other information as is necessary for the Administrator to calculate Workweeks during the
9 Class Period and PAGA Period (collectively referred to as the “Class List and Data”) in conformity
10 with the Settlement Agreement.

11 11. The Court approves, both as to form and content, the Notice of Class Action
12 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
13 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
14 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
15 of Class Members’ right to be excluded from the Class Settlement by submitting a Request for
16 Exclusion, of Class Members’ and Aggrieved Employees’ right to dispute the Workweek(s) credited
17 to each of them, and of each Settlement Class Member’s right and opportunity to object to the Class
18 Settlement. The Court further finds that distribution of the Class Notice substantially in the manner
19 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in
20 the Settlement Agreement and this Order, meet the requirements of due process and shall constitute
21 due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement
22 Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members and Aggrieved
23 Employees within fourteen (14) calendar days after receiving the Class List and Data from
24 Defendant, pursuant to the terms set forth in the Settlement Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
27 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
28 for Exclusion no later than which is sixty (60) calendar days from the initial mailing of the Class

1 Notice (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline
2 shall be extended by fifteen (15) calendar days from the original Response Deadline. Any Class
3 Member who submits a Request for Exclusion from the Class Settlement is prohibited from making
4 any objections to the Class Settlement. Any Class Member who submits a timely and valid Request
5 for Exclusion will not be a Settlement Class Member and will not have any right to object, appeal,
6 or comment on the Class Settlement. Class Members who do not submit a timely and valid Request
7 for Exclusion by the Response Deadline shall be bound by the terms of this Agreement, any Court
8 order approving the terms of the Settlement, and the Final Approval Order and Judgment entered
9 thereon. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether
10 they exercise their option to opt out of the Class Settlement.

11 13. A Final Approval Hearing shall be held before this Court on
12 _____ at _____ a.m./p.m. in
13 Department 11 of the Superior Court of California for the County of Yolo, located at 1000 Main
14 Street, Woodland, California 95695, to determine all necessary matters concerning the Settlement,
15 including: whether the proposed settlement of the action on the terms and conditions provided for in
16 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
17 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
18 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
19 Members and Aggrieved Employees; and determine whether to finally approve the requests for the
20 Attorneys’ Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Administration
21 Costs.

22 14. Class Counsel shall file a motion for final approval of the Settlement and for
23 Attorneys’ Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Administration
24 Costs, along with the appropriate declarations and supporting evidence, including the
25 Administrator’s declaration by _____, to be
26 heard at the Final Approval Hearing.

27 15. To object to the Class Settlement, Class Members who have not opted out of the
28 Settlement (i.e., Settlement Class Members) must submit a timely and complete written Objection

1 to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must
2 be signed by the Settlement Class Member and contain all information required by this Settlement
3 Agreement, including and not limited to the factual and legal basis for objecting to the Class
4 Settlement. Settlement Class Members may also present their objection at the Final Approval
5 Hearing, regardless of whether they submit a written objection.

6 16. The Settlement is not a concession or admission, and shall not be used against
7 Defendant as an admission or indication with respect to any claim of any fault or omission by
8 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
9 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither
10 the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor
11 any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence
12 as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but
13 not limited to, evidence of a presumption, concession, indication or admission by Defendant of any
14 liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any
15 condition constituting a violation of, or a non-compliance with state, federal, local or other
16 applicable law, except for legal proceedings concerning the implementation, interpretation, or
17 enforcement of the Settlement.

18 17. In the event the Settlement does not become effective in accordance with the terms
19 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
20 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
21 vacated, and the Parties shall revert back to their respective positions as of before entering into the
22 Settlement Agreement.

23 18. The Court reserves the right to adjourn or continue the date of the Final Approval
24 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
25 Members and retains jurisdiction to consider all further applications arising out of or connected with
26 the Settlement.

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IT IS SO ORDERED.

Dated: _____

By: _____
The Honorable Timothy L. Fall
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Lindley v. Nugget Market, Inc., Case No. CV2021-1333
Lindley v. Nugget Market, Inc., Case No. CV2021-1694
Superior Court of California for the County of Yolo

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the below-referenced cases.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the class settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Richard Lindley ("Plaintiff") and Defendant Nugget Market, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled: (1) *Richard Lindley v. Nugget Market, Inc.*, Yolo County Superior Court, Case No. CV2021-1333; and (2) *Richard Lindley v. Nugget Market, Inc.*, Yolo County Superior Court, Case No. CV2021-1694 (collectively the "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendant in California who worked at any time during the PAGA Period.

"Class" means all current and former hourly-paid or non-exempt employees of Defendant in California who worked at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" is the time period from July 23, 2017 through [November 1, 2023 (or such earlier date as provided by Section 4.8 of the Settlement Agreement, if applicable)].

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Period" means the time period from July 14, 2020, through [November 1, 2023 (or such earlier date as provided by Section 4.8 of the Settlement Agreement, if applicable)].

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

On July 14, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("LWDA Notice").

On July 23, 2021, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Yolo County Superior Court, Case No. CV2021-1333 ("Lindley Class Action").

On September 17, 2021, Plaintiff commenced a representative action lawsuit by filing a Complaint for Enforcement Under the Private Attorneys General Act in the Yolo County Superior Court, Case No. CV2021-1694 ("Lindley PAGA Action").

The term “Actions” is defined collectively to include the Lindley Class Action and Lindley PAGA Action.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code Section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code Sections 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has preliminarily appointed [Phoenix Settlement Administrators] as the administrator of the Settlement (“Administrator”) and Plaintiff as the representative of the Class (“Class Representative”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian
Joanna Ghosh
Yasmin Hosseini
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, the State of California, or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount is \$4,480,000.00. The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments: (1) attorneys’ fees, in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$1,568,000.00 if the Total Settlement Amount remains \$4,480,000.00) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, in an amount up to Twenty Thousand Dollars (\$20,000.00) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Award in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff for his services in the Actions; (3) the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalty Amount”), of which the LWDA will be paid 75% (i.e., \$187,500.00) (“LWDA Payment”) and the remaining 25% (i.e.,

\$62,500.00) will be distributed to Aggrieved Employees; (4) Administration Costs in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) to the Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the actual weeks during the Class Period and/or PAGA Period that each Class Member and/or Aggrieved Employee worked at least one (1) day as a non-hourly-paid or non-exempt employee within California (“Workweeks”). The Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions on the wages portion of Individual Settlement Shares shall be paid separately and in addition to the Total Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalty Amount (“Individual PAGA Payment”) based on the number of Workweeks each PAGA Member was employed by Defendant as a non-hourly paid or non-exempt employee in California during the PAGA Period. The Settlement Administrator has divided the 25% of the PAGA Penalty Amount (\$62,500.00) by the Workweeks of all Aggrieved Employees during the PAGA Period to yield the “PAGA Pay Period Value,” and multiplied each Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Pay Period Value to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, following the Effective Date (as defined in the Settlement), Defendant will fund the Total Settlement Amount as follows:

- Within fifteen (15) calendar days after the Effective Date, the Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement.
- Within thirty (30) calendar days after the Effective Date, Defendant will make a one-time deposit of the full Total Settlement Amount (i.e., TSA) of Four Million Four Hundred and Eighty Thousand Dollars and Zero Cents (\$4,480,000.00), to the Administrator.
- Within seven (7) calendar days of the funding of the TSA, the Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members, (b) Individual PAGA Payments to Aggrieved Employees, (c) LWDA Payment to the Labor and Workforce Development Agency, (d) Enhancement Award to Plaintiff, (e) Attorneys’ Fees and Costs to Class Counsel, and (f) the Administration Costs to the Administrator.

The timing of these distributions will depend on the date of Final Approval of the Settlement and the dates on which Defendant funds the Total Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

The Workweeks of each Class Member and Aggrieved Employee were calculated based on Defendant's records. According to Defendant's records,

- **From July 23, 2017 through [November 1, 2023 (or such earlier date as provided by Section 4.8 of the Settlement Agreement, if applicable)] (i.e., the Class Period), you are credited as having worked [] Workweeks.**
- **Between July 14, 2020 through [November 1, 2023 (or such earlier date as provided by Section 4.8 of the Settlement Agreement, if applicable)] (i.e., the PAGA Period), you are credited as having worked [] Workweeks.**

If you wish to dispute the Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Administrator, which must: (a) state the case name and number of the Lindley Class Action; (b) be signed by you; (c) state your full name, address, telephone number, and the last four digits of your Social Security Number; (d) states that you dispute the number of Workweeks credited to you and what you contend is the correct number that should be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contends should be credited to you is correct; and (f) be returned by mail to the Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment (if applicable) is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Settlement Class Members (i.e., Class Members who do not submit a timely and valid Request for Exclusion) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims he or she may have or had.

"Released Class Claims" means any and all claims asserted or that could have been asserted based on facts alleged in the Actions or any amendments thereto, arising during the Class Period, under federal, state, or local law or statute, including but not limited to claims under the California Labor Code (including, *inter alia*, §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), California Industrial Welfare Commission Wage Orders (including, *inter alia*, Wage Order Nos. 4-2001, 5-2001, and 7-2001), regulations, and/or other provisions of law, for: failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and violation of California's unfair competition law, California Business and Professions Code § 17200, *et seq.* based on the

aforementioned alleged violations of law.

“Released PAGA Claims” means any and all claims for civil penalties under California Labor Code § 2698, et seq. (“PAGA”), arising out of the facts alleged in the LWDA Notice and Actions, arising during the PAGA Period, for violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 for failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

“Released Parties” means Defendant and its present and former parent companies, partners, subsidiaries, divisions, shareholders, officers, directors, executive-level employees, partners, agents, attorneys, insurers, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will request and Defendant will not oppose attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$1,568,000.00 if the Total Settlement Amount remains \$4,480,000.00) and reimbursement of actual litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of up to Ten Thousand Dollars (\$10,000.00) (“Enhancement Award”), in recognition of his services in connection with the Actions. The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his individual settlement payments that he is entitled to under the Settlement.

G. Administration Costs to the Administrator

Payment to the Administrator is estimated not to exceed Twenty Thousand Dollars (\$20,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and disputes of Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Class Member and Aggrieved Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible

for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement ("Request for Exclusion") to the Administrator.

A Request for Exclusion must: (a) state the case name and number of the Lindley Class Action; (b) be signed by you; (c) state your full name, address, telephone number, and the last four digits of your Social Security Number; (d) state that you do not wish to be included in the Class Settlement; and (e) be returned by mail to the Administrator at the specified address below, postmarked **on or before [Response Deadline]**.

[Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion from the Class Settlement, by submitting a written objection ("Objection") to the Administrator or presenting your objection at the Final Approval Hearing.

An Objection must: (a) state the case name and number of the Lindley Class Action; (b) state the your full name, address, telephone number, and the last four digits of your Social Security number; (c) state all grounds for the objection accompanied by any legal or factual support for such objection; (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; (f) be signed by you; and (g) be returned by mail to the Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 11 of the Yolo Superior Court of the Yolo County Superior Court, located at 1000 Main Street, Woodland, California 95695, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Administration Costs to the Administrator.

The Final Approval hearing may be continued without further notice to Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear by audio or video if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records, including the Final Approval Order and Judgment, in the Lindley Class Action at the Yolo County Superior Court, 1000 Main Street, Woodland, California 95695, during court business hours, Monday through Friday (except court holidays) or by online by visiting the following website: <https://www.yolo.courts.ca.gov/>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION

REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT].