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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

**DECLARATION OF YASMIN HOSSEINI
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Notice of Motion and Motion for Preliminary
Approval of Class Action 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

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Richard Lindley (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
8 has almost exclusively focused on the prosecution of consumer and employment class actions.
9 While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken
10 or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for
11 deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with
12 other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully
13 litigated cases involving the executive, administrative, and other overtime exemptions to the State
14 of California and federal overtime compensation requirements. Under his supervision, Lawyers
15 *for* Justice, PC has successfully obtained class certification by contested motion practice in
16 approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or
17 representative action cases.

18 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
19 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
20 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
21 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
22 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
23 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
24 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
25 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
26 of the State of California and all United States District Courts in the State of California. He has
27 worked on many wage-and-hour class action and representative action cases, taking the lead in
28 taking and defending depositions, arguing motions, and attending mediations. He has played an

1 integral role in preparing matters for class certification, including and not limited to, successful
2 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
3 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
4 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
5 RG13680477). He has worked on over one hundred (100) class action or representative action
6 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
7 herein.

8 5. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a
9 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
10 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
11 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
12 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
13 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
14 Court. She has taken and defended dozens of depositions and successfully handled motion practice
15 in class action cases regarding discovery (including and not limited to, regarding class contact
16 information), class certification (both contested class certification and stipulated class
17 certification), arbitration agreements, coordination, intervention. She has successfully handled
18 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
19 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
20 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
21 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She also
22 has extensive experience with class action and/or representative action settlements. Under her,
23 Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has handled the class certification
24 and court approval process for hundreds of class action and/or representative action matters that
25 have successfully resolved. She is a member of the California Employment Lawyers Association.

26 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
27 from the University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from
28 Pepperdine University School of Law in 2017. I was admitted to practice law in California in

2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

1 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer involving allegations of misclassification of
3 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
4 certification. On August 26, 2013, the court granted final approval of the class action settlement.
5 The Los Angeles County Superior Court Case Number is BC424012.

6 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a bank, involving allegations of
8 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
9 granted final approval of the class and PAGA representative action settlement. The Kern County
10 Superior Court Case Number is S-1500-CV-273194-LHB.

11 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a national wholesale distributor of
13 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
14 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
15 representative action settlement. The Sacramento County Superior Court Case Number is 34-
16 2012-00136285.

17 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
18 wage-and-hour class action against a multinational corporation that provides global workplace
19 solutions, involving allegations of misclassification of the “Operations Manager” position. On
20 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
21 County Superior Court Case Number is BC478769.

22 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class and PAGA representative action against a national retailer of household
24 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
25 final approval of the class and PAGA representative action settlement. The San Francisco County
26 Superior Court Case Number is CGC-13-532344.

27 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
28 wage-and-hour class and PAGA representative action involving allegations of misclassification of

1 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
2 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
3 the class and PAGA representative action settlement. The Los Angeles County Superior Court
4 Case Number is BC474784.

5 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a national retailer of upscale
7 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
8 granted final approval of the class and PAGA representative action settlement. The Los Angeles
9 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
10 Coordination Proceeding Number is 4794.

11 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
13 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
14 settlement. The Los Angeles County Superior Court Case Number is BC488069.

15 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
17 involving allegations of misclassification of the “Department Manager” position. On August 12,
18 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
19 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
20 County Superior Court Case Number is RG13680477.

21 m) LFJ represented the plaintiff in a PAGA representative action against a real
22 estate and property management company, on behalf of non-exempt employees. On November 4,
23 2016, the court granted approval of the PAGA representative action settlement. The Orange
24 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

25 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
27 exempt employees. On November 18, 2016, the court granted final approval of the class and
28

1 PAGA representative action settlement. The San Francisco County Superior Court Case Number
2 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

3 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
4 representative action against a foodservice distributor, on behalf of non-exempt employees. On
5 January 26, 2017, the court granted final approval of the class and PAGA representative action
6 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

7 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
8 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
9 employer's motion to compel arbitration, which resulted in a published opinion by the California
10 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
11 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
12 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
13 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

14 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a consumer packaging company, on
16 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
17 and PAGA representative action settlement. The Los Angeles County Superior Court Case
18 Number is BC590429.

19 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a manufacturer of food service
21 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
22 approval of the class and PAGA representative action settlement. The Orange County Superior
23 Court Case Number is 30-2015-00810013-CU-OE-CXC.

24 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class and PAGA representative action against a lumber and hardware company on
26 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
27 and PAGA representative action settlement. The Orange County Superior Court Case Number is
28 30-2014-00747750-CU-OE-CXC.

1 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
2 representative action against a property management company, on behalf of non-exempt
3 employees. On June 14, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC586234.

6 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a food company on behalf of non-exempt employees. On June 30,
8 2017, the court granted final approval of the class and PAGA representative action settlement. The
9 Sacramento County Superior Court Case Number is 34-2015-00175871.

10 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a chocolate company on behalf of non-exempt employees. On July
12 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
13 The Alameda County Superior Court Case Number is RG15764300.

14 w) LFJ represented the plaintiff in a PAGA representative action, against the
15 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
16 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
17 Los Angeles County Superior Court Case Number is BC569664.

18 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
19 representative action against a manufacturer of plastic containers on behalf of non-exempt
20 employees. On October 31, 2017, the court granted final approval of the class and PAGA
21 representative action settlement. The Los Angeles County Superior Court Case Number is
22 BC577233.

23 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
25 employees. On December 11, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC569646.

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1 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a property management company
3 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
4 approval of the class and PAGA representative action settlement. The Los Angeles County
5 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
6 Number is 4819.

7 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a global provider of flexible office
9 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
10 representative action settlement. The Los Angeles County Superior Court Case Number is
11 BC498401.

12 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
13 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
14 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
15 County Superior Court Case Number is VCU264528.

16 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
17 representative action against a behavioral health service provider on behalf of non-exempt
18 employees. On November 13, 2018, the court granted final approval of the class and PAGA
19 representative action settlement. The Alameda County Superior Court Case Number is
20 RG16811450.

21 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 PAGA representative action against a global provider of products and services to the energy
23 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
24 granted approval of the PAGA representative action settlement. The Kern County Superior Court
25 Case Number is S-1500-CV-280215-SDC.

26 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
28 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a

1 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
2 Council Coordination Proceeding Number is 4886.

3 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
5 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
6 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
7 and the Judicial Council Coordination Proceeding Number is 4921.

8 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a national retailer of apparel and
10 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
11 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
12 court granted final approval of the class and PAGA representative action settlement. The
13 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

14 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
15 wage-and-hour class and PAGA representative action against a medical equipment supplier on
16 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
17 for class certification and certified a class. The San Bernardino County Superior Court Case
18 Number is CIVDS1505744.

19 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
20 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
21 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
22 notable decision from the California Supreme Court clarifying the law and finding, in part, that
23 employer arbitration agreements are unenforceable where they block a PAGA claim from
24 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
25 granted approval of the PAGA representative action settlement. The San Diego County Superior
26 Court Case Number is 34-2015-00175330.

27 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
28 wage-and-hour class and PAGA representative action against a large national drug testing

laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted plaintiffs' motion for class certification and certified a class. The Los

Angeles County Superior Court Case Number is BC707670.

THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED

8. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Nugget Market Inc. (“Defendant”), on the other hand. The Parties and their counsel have approved the proposed Notice if Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

9. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the cases; and (3) significant savings in Class Counsel’s fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

10. Class Counsel has litigated the matter for over three (3) years, and was actively preparing the matters for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in formal, full-day mediation conducted by Mark S. Rudy, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the litigation and in connection with the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions,

1 the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a
2 settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly
3 about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel
4 believed that they would be able to obtain class certification and prevail at trial. After conducting
5 investigations and formal and informal discovery and exchange of information, extensive
6 settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that
7 the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims,
8 as well as the costs and risks to both sides that would attend further litigation. The Settlement is a
9 fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Class
10 Members, and of the Released PAGA Claims of Plaintiff, the State of California, and the
11 Aggrieved Employees, against the Released Parties.

12 11. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
13 and scope of the claims, and was preparing the matter for class certification and trial. Plaintiffs
14 conducted significant investigation and formal and informal discovery regarding the facts of the
15 cases, including and not limited to, the exchange, review, and analysis of a large volume of
16 documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and
17 documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's
18 and other Class Members time and pay data, multiple iterations of Defendant's Policies &
19 Responsibilities Handbook, Orientation Manual, earning statements, company policy
20 acknowledgements (e.g., Associate Binder Acknowledgement, MPN Information
21 Acknowledgement of Receipt, Global Expectation Acknowledgement, Acknowledgement of
22 "Credit Card Handling Policy" – Annual Cardholder Environment Policy Review, Department
23 Expectation Acknowledgement), job descriptions, Defendant's operations and employment
24 practice, policies, and procedures (Safety Orientation Checklist, Clerk's Affidavit (Sale of
25 Alcoholic Beverages), Lockout/Tagout Procedure for Machinery & Equipment, Checklist:
26 Grocery Power Equipment Safety Training, Safety Lockout/Tagout Procedure, Power Equipment
27 Operation Exercises, Associate Warning Report), among other information and documents. Class
28 Counsel had the opportunity to interview Plaintiff and other Class Members to gather facts and to

1 identify potential witnesses. Counsel for the Parties also met and conferred on numerous
2 occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of
3 documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation
4 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
5 among other tasks.

6 12. Counsel for the Parties have also invested time researching and investigating the
7 applicable law, which is constantly evolving as it relates to certification, representative PAGA
8 claims, off-the-clock theory, meal and rest periods, state wage-and-hour law and enforcement,
9 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
10 Based on our analysis, I submit that the result achieved in this litigation is fair, adequate, and
11 reasonable.

12 13. The Settlement provides for a Total Settlement Amount of Four Million Four
13 Hundred and Eighty Thousand Dollars (\$4,480,000.00). The Net Settlement Amount is the Total
14 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
15 and Costs to Class Counsel, Enhancement Award to Plaintiff, Administration Costs to the
16 Administrator, and the PAGA Penalty Amount. Assuming that the amounts allocated under the
17 Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will
18 be available for distribution to Settlement Class Members is currently Two Million Five Hundred
19 Eighty-Five Thousand Dollars (\$2,585,000.00). Additionally, 25% of the PAGA Penalty Amount
20 (i.e., Individual PAGA Payment), which is \$62,500.00 out of \$250,000.00, will be distributed to
21 the Aggrieved Employees, for their respective portion of the PAGA Penalty Amount. The Total
22 Settlement Amount will be fully distributed in accordance with the terms of the Settlement and
23 there is no reversion to Defendant.

24 14. The Parties have agreed to retain Phoenix Settlement Administrators
25 ("Administrator") to handle the notice and settlement administration process. The Parties
26 respectfully request that the Court appoint Phoenix Settlement Administrators to handle these
27 procedures and serve as the Administrator. Defendant will provide Phoenix Settlement
28 Administrators with a list of Class Members and Aggrieved Employees that Defendant will

1 compile from its records, which will include each Class Member's and Aggrieved Employees'
2 last-known full name, last-known mailing address, last-known telephone number, Social Security
3 number, dates worked as an hourly or non-exempt employee of Defendant in California during the
4 Class Period and/or PAGA Period (if applicable), and such other information as is necessary for
5 the Administrator to calculate Workweeks during the Class Period and PAGA Period ("Class List
6 and Data"), and the Administrator will calculate each Class Member's estimated share of the Net
7 Settlement Amount ("Individual Settlement Share"). The Administrator will be responsible for
8 translating into Spanish, printing, distributing, and tracking Class Notices and other documents for
9 the Settlement, calculating and distributing payments due under the Settlement, issuing 1099 and
10 W-2 IRS Forms and undertaking all required tax reporting, filings, withholdings, and remittances,
11 providing necessary reports and declarations, and other duties and responsibilities set forth to
12 process the Settlement, and as requested by the Parties. Administration costs are currently
13 estimated not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) and will be paid out
14 of the Total Settlement Amount, subject to approval of the Court.

15 15. Based on investigation and information discovered, Class Counsel believes that
16 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
17 that Defendant, with respect to Plaintiff, Class Members, and Aggrieved Employees, *inter alia*,
18 failed to properly pay overtime and minimum wages and associated premium pay, failed to provide
19 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages
20 during employment and upon termination of employment, failed to provide compliant wage
21 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
22 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil
23 penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code
24 sections 2698, et seq.). Plaintiff also asserted that Class Members were expected to perform
25 similar job duties and were subject to the same or similar operations and employment policies,
26 practices, and procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping
27 practices with respect to Plaintiff, Class Members, and Aggrieved Employees were substantially
28 the same during the time period at issue. As a result of said alleged uniform practices, Plaintiff

1 claims that the Class Members were not paid all of the compensation that was owed to them by
2 Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be
3 determined by Defendant's uniform operations and employment practices, policies, and
4 procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in
5 California during the relevant time period.

6 16. Class Counsel is aware of the defenses and position of Defendant but believes that
7 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
8 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
9 and the difficulties and delays inherent in such litigation, including those involved in class
10 certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof
11 necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the
12 difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have
13 also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who
14 is experienced and well-regarded in complex labor and employment matters.

15 17. Defendant, on the other hand, denied and continues to deny any liability and
16 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
17 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
18 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
19 have also had the opportunity to interview witnesses and review documents and information
20 relating to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendant,
21 and Defendant's operations and employment policies, practices, and procedures. The Parties also
22 reviewed and analyzed a volume of documents and data to determine the potential value and
23 strength of the claims. The available information enabled Class Counsel to assess and value the
24 class and PAGA claims and prepare violation, damages, and penalties analyses models.
25 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
26 informed of the nature and extent of the Class Members' claims, and to enable both sides to fully
27 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into
28 account the strengths and weaknesses of each side's position and the uncertainty of how the case

might have concluded at certification, trial, and/or appeals.

18. The Total Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$1,568,000.00, if the Total Settlement Amount remains \$4,480,000.00) and expenses and costs of not more than Seventeen Thousand Dollars and Zero Cents (\$17,000.00), which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

19. The Settlement Agreement provides for payment of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff as an Enhancement Award, to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Award, in addition to his individual settlement payment, for his services on behalf of the Class, Aggrieved Employees, and State of California.

20. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, and State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 5th day of February 2025, at Glendale, California.



Yasmin Hosseini

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

2 Plaintiff Richard Lindley (“Plaintiff”), individually, and on behalf of all similarly
3 situated current and former employees and on behalf of the State of California with respect to
4 other aggrieved employees pursuant to the California Private Attorneys General Act, and
5 Defendant Nugget Market, Inc. (“Defendant”) (collectively, the “Parties”), subject to the terms
6 and conditions hereof and final approval by the Court, hereby enter into this Joint Stipulation of
7 Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement
8 Agreement”).

9 IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, Settlement
10 Class Members (as defined below), Aggrieved Employees (as defined below), and the State of
11 California (as set forth herein) and Defendant, by and through their respective attorneys, that
12 subject to final Court approval, the Action will be settled subject to the terms and conditions set
13 forth in this Agreement.

14 **I. RECITALS**

15 **A. Background and Procedural History**

16 1.1 On July 14, 2021, Plaintiff provided written notice to the Labor and Workforce
17 Development Agency (“LWDA”) and Defendant of the specific provisions of the California
18 Labor Code that were allegedly violated and of his intent to pursue civil penalties against
19 Defendant (the “LWDA Notice”).

20 1.2 On July 23, 2021, Plaintiff filed a Class Action Complaint for Damages in the
21 Superior Court of Yolo County, entitled *Richard Lindley v. Nugget Market, Inc.*, Case No.
22 CV2021-1333 (the “Lindley Class Action”) against Defendant, alleging ten (10) causes of action
23 for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods
24 and associated premiums, failure to provide rest periods and associated premiums, failure to pay
25 timely wages during employment, failure to timely pay final wages, failure to keep compliant
26 payroll records, failure to keep compliant wage statements, failure to reimburse business
27 expenses, and violations of California Business and Professions Code §§ 17200, *et seq.*, on
28 behalf of himself and putative class members.

1 1.3 On September 17, 2021, Plaintiff filed a Complaint for Enforcement Under the
2 Private Attorneys General Act, Cal. Labor Code § 2698, *et seq.* (“PAGA”), thereby commencing
3 a representative action entitled *Richard Lindley v. Nugget Market, Inc.*, Superior Court of Yolo
4 County, Case No. CV2021-1694 (the “Lindley PAGA Action”) (together with the Lindley Class
5 Action, the “Actions”) against Defendant, alleging a single cause of action for civil penalties
6 pursuant to the Private Attorneys General Act of 2004, California Labor Code Section 2698, *et*
7 *seq.*, on behalf the State of California with respect to aggrieved employees.

8 1.4 On January 10, 2022, during a Case Management Conference in the Lindley
9 PAGA Action, the Court granted Defendant’s oral Motion to Consolidate both Actions and
10 ordered that the Lindley Class Action be treated as the lead case.

11 1.5 On June 13, 2023, the Parties participated in an all-day mediation with Mark
12 Rudy, Esq. (“Mediator”), a respected mediator of complex wage and hour actions. Eventually,
13 after continued settlement negotiations and with the assistance of the Mediator’s evaluations,
14 the Parties reached the settlement that is memorialized herein. The settlement discussions were
15 conducted at arm’s-length, and the settlement is the result of an informed and detailed analysis
16 of Defendant’s potential liability and exposure in relation to the costs and risks associated with
17 continued litigation. Based on the documents produced, as well as Class Counsel’s own
18 independent investigation and evaluation, Class Counsel believe that the settlement with
19 Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair,
20 reasonable, and adequate and is in the best interest of the Class Members, the State of California,
21 and Aggrieved Employees in light of all known facts and circumstances, including the risk of
22 significant delay and uncertainty associated with litigation and various defenses asserted by
23 Defendant.

24 1.6 The Parties expressly acknowledge that this Settlement Agreement is entered into
25 solely for the purpose of compromising significantly disputed claims and that nothing herein is
26 an admission regarding liability or wrongdoing by either Plaintiff or Defendant. If for any
27 reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties
28 shall be returned to their original respective positions.

1 **B. Parties' Statements and Recognition of the Benefits of the Settlement**

2 1.7 Class Counsel has conducted extensive investigation into the facts of the Actions,
3 including propounding formal written discovery requests, engaging in informal exchange of
4 information, and other investigation undertaken by Class Counsel. The Parties also engaged in
5 extensive negotiations and the exchange of data, documents, and information. Based on a
6 thorough investigation and evaluation of this matter, Class Counsel and Plaintiff have concluded
7 that the proposed settlement with Defendant for the consideration and on the terms set forth in
8 this Agreement, is fair, reasonable, and adequate and is in the best interest of the Class, the State
9 of California, and Aggrieved Employees in light of all known facts and circumstances, including
10 the risk of significant delay, defenses and contentions against liability asserted by Defendant,
11 and numerous potential appellate issues.

12 1.8 Defendant denies each and all of the claims alleged by Plaintiff in the Actions.
13 Defendant expressly denies any and all charges of wrongdoing or liability arising out of any of
14 the acts, omissions, facts, matters, transactions, or occurrences alleged, or that could have been
15 alleged, in the Actions. Nevertheless, Defendant has taken into account the uncertainty and risks
16 inherent in any litigation and has likewise concluded that further litigation would be protracted
17 and expensive. Defendant, therefore, has determined that it is desirable and beneficial that the
18 Actions be settled in the manner and upon the terms and conditions set forth in this Agreement.
19 Neither this Agreement, nor any document referred to or contemplated herein, nor any action
20 taken to carry out this Agreement, is, may be construed as, or may be used as an admission,
21 concession, or indication by or against Defendant of any fault, wrongdoing or liability
22 whatsoever.

23 1.9 For the purposes of this Agreement only, the Parties agree to certification of the
24 Class, to include all Class Members.

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II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below:

2.1 “Administrator” means Phoenix Settlement Administrators or such other administrator as may be approved by the Court, which shall be responsible for administering the Settlement pursuant to the terms of the Agreement, the Preliminary Approval Order, and the Final Approval Order and Judgment. The Administration Costs shall be paid out of the Total Settlement Amount, as approved by the Court.

2.2 “Administration Costs” means the amount approved by the Court to be paid to the Administrator to perform the administration duties as described herein and in Section 3.5 below. It is estimated that the Administration Costs will not exceed Fifty Thousand Dollars (\$50,000.00).

2.3 “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.

2.4 “Attorneys’ Fees and Costs” means the amount of attorneys’ fees, expenses, and costs to prosecute the Actions to be paid to Class Counsel out of the Total Settlement Amount, as approved by the Court.

2.5 “Class Counsel” means Arby Aiwarzian, Joanna Ghosh, and Yasmin Hosseini of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

2.6 “Class List and Data” means the complete list of all Class Members and Aggrieved Employees that Defendant will diligently and in good faith compile from its records and provide to the Administrator, which will include each Class Member’s and Aggrieved Employee’s last-known full name, last-known mailing address, last-known telephone number, Social Security Number, hire and termination dates for employment as an hourly or non-exempt employee of Defendant in California during the Class Period and/or PAGA Period (if applicable), and such other information as is necessary for the Administrator to calculate Workweeks during the Class Period and PAGA Period (as defined herein).

2.7 “Class Members” or “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.

2.8 “Class Period” means the time period from July 23, 2017 to November 1, 2023 (or such earlier date as provided by Section 4.8, if applicable).

2.9 “Class Representative” or “Plaintiff” means Richard Lindley.

2.10 “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as “**Exhibit A**,” subject to Court approval and which the Administrator shall mail to each Class Member and Aggrieved Employee.

2.11 “Class Settlement” means the settlement and resolution of all Released Class Claims.

2.12 “Court” means the Superior Court of the State of California for the County of Yolo.

2.13 “Complaints” mean the Class Action Complaint for Damages and the Complaint for Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *et seq.* filed in the Actions.

2.14 “Defendant” means Nugget Market, Inc.

2.15 “Defense Counsel” means Timothy B. Del Castillo of Castle Law: California Employment Counsel, PC.

2.16 “Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (2) the Court has granted preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members and Aggrieved Employees, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five (65) calendar days have passed since the Court has entered a Final Approval Order and Judgment; and (6) in the event there are objections to the Class Settlement presented prior to or at the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ,

1 or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been
2 filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the
3 Settlement has finally and conclusively been dismissed with no right to pursue further remedies
4 or relief.

5 2.17 "Enhancement Award" means the payment, as approved by the Court, to Plaintiff
6 in the amount of Ten Thousand Dollars (\$10,000.00), in consideration of his efforts and work
7 performed to prosecute the Actions. Defendant will not oppose the Enhancement Award
8 requested in the amounts stated herein. Plaintiff will be issued an Internal Revenue Service Form
9 1099 by the Administrator for any Enhancement Award. The Plaintiff agrees he is solely
10 responsible for the tax consequences of the Enhancement Award, if any. In the event that the
11 Court (or any appellate court) awards less than the amount requested for the Enhancement
12 Award, only the awarded amount shall be paid and shall constitute satisfaction of those
13 obligations and full payment thereunder, and any unawarded portion of the requested
14 Enhancement Award shall be made a part of the Net Settlement Amount for distribution to
15 Settlement Class Members. The Enhancement Award to Plaintiff is in addition to the individual
16 settlement payments he will receive under the terms of this Settlement.

17 2.18 "Final Approval" means the determination by the Court that the Settlement is fair,
18 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

19 2.19 "Final Approval Hearing" means the hearing at which the Court will consider and
20 determine whether the Settlement should be granted Final Approval.

21 2.20 "Individual PAGA Payment" means the *pro rata* share of the 25% portion of the
22 PAGA Penalty Amount that an Aggrieved Employee is eligible to receive under the Settlement
23 Agreement, to be calculated in accordance with Section 3.8 below.

24 2.21 "Individual Settlement Payment" means the net payment of each Settlement Class
25 Member's Individual Settlement Share, after reduction for employee's share of taxes and
26 withholdings with respect to the wages portion of the Individual Settlement Share, as provided
27 in Section 4.9 below.
28

1 2.22 “Individual Settlement Share” means the *pro rata* share of the Net Settlement
2 Amount that a Class Member may be eligible to receive under the Settlement, to be calculated
3 in accordance with Section 3.7 below.

4 2.23 “LWDA Payment” means the payment to the Labor and Workforce Development
5 Agency (“LWDA”) for its seventy-five percent (75%) portion of the PAGA Penalty Amount.

6 2.24 “Net Settlement Amount” or “NSA” means the portion of the Total Settlement
7 Amount that is available for distribution to Settlement Class Members, which is the Total
8 Settlement Amount less the Court-approved Enhancement Award to the Plaintiff, Attorneys’
9 Fees and Costs to Class Counsel, Administration Costs to the Administrator, and PAGA Penalty
10 Amount. To the extent the Court does not approve the full amount of the PAGA Penalty
11 Amount, Enhancement Award, Attorneys’ Fees and Costs, or Administration Costs, the amounts
12 that were not awarded by the Court will be included in the Net Settlement Amount (i.e., the Net
13 Settlement Amount will increase accordingly).

14 2.25 “Objection(s)” means a Settlement Class Member’s written objection to the Class
15 Settlement. An Objection must: (a) state the case name and number of the Lindley Class Action;
16 (b) state the objecting Settlement Class Member’s full name, address, telephone number, and
17 the last four digits of his or her Social Security number, (c) state all grounds for the objection
18 accompanied by any legal or factual support for such objection, (d) state the full name, address,
19 and telephone number of any legal representative representing the Class Member with respect
20 to the objection; (e) contain copies of any papers, briefs, or other documents upon which the
21 objection is based; (f) be signed by the Settlement Class Member; and (g) be returned by mail
22 to the Administrator at the specified address, postmarked on or before the Response Deadline.
23 The date of the postmark on the return mailing envelope on the submission will be the exclusive
24 means to determine whether an Objection has been timely submitted. Only a Settlement Class
25 Member who does not request exclusion from the Class Settlement may object to the Class
26 Settlement.

27 2.26 “PAGA Penalty Amount” means the amount of Two Hundred Fifty Thousand
28 Dollars and Zero Cents (\$250,000.00) from the Total Settlement Amount that will be allocated

1 towards penalties under the Private Attorneys General Act (“PAGA”), California Labor Code
2 Section 2698, *et seq.*, of which seventy-five percent (75%), or One Hundred Eighty-Seven
3 Thousand Five Hundred Dollars and Zero Cents (\$187,500.00), will be paid to the Labor and
4 Workforce Development Agency (i.e., the LWDA Payment) and twenty-five percent (25%),
5 or Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$62,500.00), will be distributed
6 to Aggrieved Employees on a *pro rata* basis, in accordance with Section 3.8.

7 2.27 “PAGA Period” means the period from July 14, 2020 through November 1, 2023
8 (or such earlier date as provided by Section 4.8, if applicable).

9 2.28 “PAGA Settlement” means the settlement and resolution of all Released PAGA
10 Claims.

11 2.29 “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
12 Plaintiff or Defendant.

13 2.30 “Preliminary Approval” and “Preliminary Approval Order” means entry of the
14 Court order granting preliminary approval of the Class Settlement.

15 2.31 “Released Class Claims” means any and all claims asserted or that could have
16 been asserted based on facts alleged in the Actions or any amendments thereto, arising during
17 the Class Period, under federal, state, or local law or statute, including but not limited to claims
18 under the California Labor Code (including, *inter alia*, §§ 201, 202, 203, 204, 226(a), 226.7,
19 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), California
20 Industrial Welfare Commission Wage Orders (including, *inter alia*, Wage Order Nos. 4-2001,
21 5-2001, and 7-2001), regulations, and/or other provisions of law, for: failure to pay wages
22 (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal
23 periods and associated premium pay, failure to provide compliant rest periods and associated
24 premium pay, failure to timely pay wages during employment, failure to timely pay wages upon
25 termination of employment, failure to provide compliant wage statements, failure to keep
26 requisite payroll records, failure to reimburse necessary business expenses, and violation of
27 California’s unfair competition law, California Business and Professions Code § 17200, *et seq.*
28 based on the aforementioned alleged violations of law.

1 2.32 “Released PAGA Claims” means any and all claims for civil penalties under
2 California Labor Code § 2698, *et seq.* (“PAGA”), arising out of the facts alleged in the LWDA
3 Notice and Actions, arising during the PAGA Period, for violations of California Labor Code
4 §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1,
5 1198, 2800 and 2802 for failure to pay wages (including, *inter alia*, minimum, regular, and
6 overtime wages), failure to provide compliant meal periods and associated premium pay, failure
7 to provide compliant rest periods and associated premium pay, failure to timely pay wages
8 during employment, failure to timely pay wages upon termination of employment, failure to
9 provide compliant wage statements, failure to keep requisite payroll records, and failure to
10 reimburse necessary business expenses.

11 2.33 “Released Parties” means Defendant and its present and former parent companies,
12 partners, subsidiaries, divisions, shareholders, officers, directors, executive-level employees,
13 partners, agents, attorneys, insurers, predecessors, successors, and assigns.

14 2.34 “Request(s) for Exclusion” means a letter submitted by a Class Member indicating
15 a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) state
16 the case name and number of the Lindley Class Action, (b) be signed by the Class Member, (c)
17 state the full name, address, telephone number, and the last four digits of the Social Security
18 Number of the Class Member requesting exclusion, (d) state that the Class Member does not
19 wish to be included in the Class Settlement, and (e) be returned by mail to the Administrator at
20 the specified address, postmarked on or before the Response Deadline. The date of the
21 postmark on the return mailing envelope on the submission will be the exclusive means to
22 determine whether a Request for Exclusion has been timely submitted. A Class Member who
23 does not request exclusion from the Class Settlement will be deemed a Settlement Class
24 Member and will be bound by all terms of the Settlement, if the Settlement is granted Final
25 Approval by the Court.

26 2.35 “Response Deadline” means the deadline by which Class Members must submit
27 a Request for Exclusion, Objection, and/or dispute of the Workweeks credited to them, which
28 shall be the date that is sixty (60) calendar days from the date of the initial mailing of the Class

1 Notice by the Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which
2 case the Response Deadline will be extended to the next day on which the U.S. Postal Service
3 is open. The Response Deadline may also be extended by express agreement between Class
4 Counsel and Defendant's Counsel. Under no circumstances, however, will the Settlement
5 Administrator have the authority to extend the Response Deadline. In the event that a Class
6 Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be
7 extended by fifteen (15) calendar days from the original deadline.

8 2.36 "Settlement Class Member(s)" means all Class Members who do not submit a
9 timely and valid Request for Exclusion from the Class Settlement.

10 2.37 "Total Settlement Amount" or "TSA" means the non-reversionary sum of Four
11 Million Four Hundred Eighty Thousand Dollars and Zero Cents (\$4,480,000.00) which is the
12 total and maximum amount Defendant will be required to pay under this Agreement, subject to
13 possible increase in the amount to be paid as provided in Section 4.8 of the Agreement. The
14 TSA will include the Court-approved payments to: (i) all Settlement Class Members, as
15 described herein; (ii) the PAGA Penalty Amount (payable to the LWDA and Aggrieved
16 Employees); (iii) Enhancement Award to the Plaintiff, as described herein; (iv) Attorneys' Fees
17 and Costs to Class Counsel, as described herein; (v) Administration Costs to the Administrator,
18 as described herein, and (vi) Net Settlement Amount (which is inclusive of employee's share
19 of any and all withholdings and taxes (including, but not limited to, FICA, FUTA and SDI
20 contributions) with respect to the wages portion of Individual Settlement Shares) to Settlement
21 Class Members. Defendant's employer-share of payroll taxes shall be paid separately and in
22 addition to the TSA. Defendant shall provide documentation to support claims of financial
23 distress as necessary to support approval of the Settlement.

24 2.38 "Workweeks" means the actual weeks during the Class Period and/or PAGA
25 Period that each Class Member and/or Aggrieved Employee worked at least one (1) day as an
26 hourly-paid or non-exempt employee within California. Workweeks are calculated by the
27 Administrator using a detailed methodology that involves an analysis of employment data to be
28 provided by Defendant to the Administrator as a part of the Class List and Data, including hire

1 and termination dates, and then computing the total number of weeks worked by each employee
2 during the relevant period, taking into account any periods of leave or interruptions in
3 employment. Each Class Member will be credited with at least one (1) Workweek.

4 **III. SETTLEMENT TERMS**

5 3.1 **Payment of TSA by Defendant.** Within five (5) calendar days after being
6 provided a copy of the fully executed version of this Settlement Agreement, the Administrator
7 shall establish a Qualified Settlement Fund (“QSF”) pursuant to IRS rules and regulations in
8 which the Total Settlement Amount plus Defendant’s employer share of payroll taxes will be
9 placed and from which payments required by the Settlement Agreement will be made. Within
10 fifteen (15) calendar days after the Effective Date, the Administrator will provide the Parties
11 with an accounting of the amounts to be paid by Defendant pursuant to the terms of the
12 Settlement. Within thirty (30) calendar days of the Effective Date, Defendant will make a one-
13 time deposit of the full Total Settlement Amount (i.e., TSA) of Four Million Four Hundred
14 Eighty Thousand Dollars and Zero Cents (\$4,480,000.00), to the Administrator, plus
15 Defendant’s employer share of payroll taxes. Notwithstanding the foregoing, at its sole
16 discretion, Defendant may deposit all or a portion of TSA at any time after the QSF is
17 established. Within seven (7) calendar days of the later of the Effective Date or the funding of
18 the TSA plus Defendant’s share of payroll taxes, the Administrator will issue payments due
19 under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments
20 to Settlement Class Members, (b) Individual PAGA Payments to Aggrieved Employees, (c)
21 LWDA Payment to the Labor and Workforce Development Agency; (d) Enhancement Award
22 to Plaintiff; (e) Attorneys’ Fees and Costs to Class Counsel; and (f) the Administration Costs to
23 the Administrator.

24 3.2 **Attorneys’ Fees and Costs.** Class Counsel will request and Defendant will not
25 oppose attorneys’ fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e.,
26 \$1,568,000.00 if the Total Settlement Amount remains \$4,480,000.00) and reimbursement of
27 actual costs and expenses associated with Class Counsel’s litigation and settlement of the
28 Actions, in the amount of up to Seventeen Thousand Dollars and Zero Cents (\$17,000.00), both

of which will be paid from the Total Settlement Amount, subject to Court approval (“Attorneys’ Fees and Costs”). These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and any and all costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court’s approval of this Settlement, as well as any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to Attorneys’ Fees and Costs to Class Counsel, the Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an annuity by the Administrator shall be paid separately by Class Counsel and shall not be included within the Administration Costs. Any portion of the Attorneys’ Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount to be distributed to Settlement Class Members.

3.3 If Class Counsel appeals the Court’s ruling on their request for Attorneys’ Fees and Costs, any ruling of any appellate court in such an appeal (regardless of its substance) shall not constitute a material alteration of this Agreement, and shall not give Plaintiff, Class Counsel, Settlement Class Members, or Aggrieved Employees the right to modify, revoke, cancel, terminate, or void this Agreement.

3.4 **Enhancement Award to Plaintiff.** In recognition of his efforts and work in prosecuting the Actions, Defendant agrees not to oppose or impede any application or motion for Enhancement Award in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff for his service in bringing and prosecuting the Actions. The Enhancement Award, which will be paid from the TSA, subject to Court approval, will be in addition to his individual settlement payments that are to be paid pursuant to the Settlement. The Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Award, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Should the Court approve the Enhancement Award

1 to Plaintiff in an amount that is less than that set forth above, the difference between the lesser
2 amount approved by the Court and the amount allocated toward the Enhancement Award will
3 be part of the Net Settlement Amount, to be distributed to Settlement Class Members.

4 **3.5 Administration Costs.** The Administrator will be paid for the reasonable costs
5 of administration of the Settlement and distribution of payments under the Settlement, which is
6 currently estimated not to exceed Fifty Thousand Dollars (\$50,000.00). These costs, which will
7 be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*,
8 translating into Spanish, printing, distributing, and tracking Class Notices and other documents
9 for the Settlement, calculating and distributing payments due under the Settlement, issuing 1099
10 and W-2 IRS Forms and undertaking all required tax reporting, filings, withholdings, and
11 remittances, providing necessary reports and declarations, and other duties and responsibilities
12 set forth herein to process the Settlement, and as requested by the Parties. To the extent actual
13 Administration Costs are greater than the estimated amount stated herein, such excess amount
14 will be disclosed to the Court and deducted from the Total Settlement Amount, subject to
15 approval by the Court. Any portion of the estimated, designated, and/or awarded Administration
16 Costs which are not in fact required to fulfill payment to the Administrator to undertake the
17 required settlement administration duties will become part of the Net Settlement Amount to be
18 distributed to Settlement Class Members.

19 **3.6 PAGA Penalty Amount.** Subject to approval by the Court, the Parties agree that
20 the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) from the Total Settlement
21 Amount will be allocated toward penalties under the the Private Attorneys General, California
22 Labor Code Section 2698, *et seq.* (“PAGA Penalty Amount”), of which seventy-five percent
23 (75%), or \$187,500.00, will be paid to the Labor and Workforce Development Agency (i.e.,
24 the LWDA Payment) and twenty-five percent (25%), or \$62,500.00, will be distributed to
25 Aggrieved Employees.

26 **3.7 Individual Settlement Share Calculations.** Individual Settlement Shares will be
27 calculated and apportioned from the Net Settlement Amount based on the Settlement Class
28 Members’ Workweeks, as follows:

1 3.7.1 After Preliminary Approval of the Settlement, the Administrator will
2 divide the Net Settlement Amount by the Workweeks of all Class Members to yield the
3 “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by
4 the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that
5 he or she may be eligible to receive under the Settlement.

6 3.7.2 After Final Approval of the Settlement, the Administrator will divide the
7 final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the
8 “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks
9 by the Final Workweek Value to yield his or her Individual Settlement Share.

10 **3.8 Individual PAGA Payment Calculations.** Individual PAGA Payments will be
11 calculated and apportioned from the 25% of the PAGA Penalty Amount to Aggrieved
12 Employees, based on the Aggrieved Employees’ Workweeks during the PAGA Period, as
13 follows: the Administrator will divide the 25% of the PAGA Penalty Amount (\$25,000) by the
14 Workweeks of all Aggrieved Employees during the PAGA Period to yield the “PAGA Pay
15 Period Value,” and multiply each Aggrieved Employee’s individual Workweeks during the
16 PAGA Period by the PAGA Pay Period Value to yield his or her Individual PAGA Payment.

17 **IV. CLASS SETTLEMENT PROCEDURES**

18 **4.1. Preliminary Approval.** As soon as practicable after execution of this Agreement,
19 Plaintiff shall promptly obtain a hearing date for Plaintiff’s Motion for Preliminary Approval of
20 the Settlement. Plaintiff and Class Counsel will be responsible for drafting and submitting the
21 Settlement Agreement to the Court in support of said motion and also submit this Settlement
22 Agreement to the LWDA. Class Counsel will provide Defense Counsel a draft of the motion
23 before filing the motion. Defendant agrees not to oppose the motion consistent with this
24 Settlement Agreement. Said motion shall apply to the Court for the entry of an order
25 (“Preliminary Approval Order”), which shall be mutually agreed upon by the Parties, that:

26 4.1.1 Conditionally certifies the Class for settlement purposes only;

27 4.1.2 Grants Preliminary Approval of the Settlement;

28 4.1.3 Preliminarily appoints Plaintiff as representative of the Class;

1 4.1.4 Preliminarily appoints Class Counsel as counsel for the Class;

2 4.1.5 Approves, as to form and content, the mutually-agreed upon and proposed
3 Class Notice and directing its mailing to the Class by First Class U.S. mail;

4 4.1.6 Appoints Phoenix Settlement Administrators as the Administrator;

5 4.1.7 Approves the manner and method for Class Members to request exclusion
6 from the Class Settlement, dispute the number of Workweeks credited to them, and/or object to
7 the Class Settlement as contained herein and within the Class Notice;

8 4.1.8 Schedules a Final Approval Hearing at which the Court will determine
9 whether the Settlement should be finally approved as fair, reasonable, and adequate as to the
10 Settlement Class Members.

11 4.2 **Class Notice.** Subject to court approval, the Parties agree that the Administrator
12 shall provide notice to the Class pursuant to the following procedures:

13 4.2.1 **Class List and Data.** Within twenty-one (21) calendar days following
14 entry of the Preliminary Approval Order, Defendant will produce the Class List and Data to the
15 Administrator.

16 4.3 **Mailing of Class Notice to Class Members.** Within fourteen (14) calendar days
17 following receipt of the Class List and Data from Defendant, the Administrator will perform a
18 search based on the National Change of Address Database or any other similar services
19 available, such as provided by Experian, for information to update and correct for any known or
20 identifiable address changes, will translate the Class Notice into Spanish, and will mail the Class
21 Notice (in the form attached as **Exhibit A** to this Settlement Agreement). in English and Spanish,
22 to all Class Members and Aggrieved Employees, via First-Class U.S. Mail, using the most
23 current, known mailing address identified by the Administrator.

24 4.3.1 Any Class Notice returned to the Administrator within thirty (30) calendar
25 days of initial mailing with a forwarding address shall be re-mailed by the Administrator within
26 five (5) calendar days. The Administrator shall conduct a skip-trace address search for any Class
27 Member and Aggrieved Employee's Class Notice that is returned within thirty (30) calendar
28 days of initial mailing without a forwarding address and shall, upon obtaining a new or different

1 address, re-mail the Class Member and Aggrieved Employee's Class Notice within five (5)
2 calendar days. It shall be presumed that each and every Class Member and Aggrieved Employee
3 whose Class Notice is not returned to the Administrator as undeliverable within thirty (30)
4 calendar days after mailing has actually received the Class Notice.

5 **4.4 Requests for Exclusion.** Any Class Member wishing to be excluded from the
6 Class Settlement must submit a Request for Exclusion to the Administrator, by mail, postmarked
7 on or before the Response Deadline.

8 4.4.1 The Request for Exclusion must be signed by the Settlement Class
9 Member and contain all information required by this Settlement Agreement. The date of the
10 postmark on the return mailing envelope will be the exclusive means to determine whether a
11 Request for Exclusion has been timely submitted. The Administrator will certify jointly to
12 Class Counsel and Defense Counsel the Requests for Exclusion that were timely submitted, and
13 also identify the individuals who have submitted a timely and valid Request for Exclusion in a
14 declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any
15 Class Member who submits a Request for Exclusion from the Class Settlement is prohibited
16 from making any objections to the Class Settlement. Any Class Member who submits a timely
17 and valid Request for Exclusion will not be a Settlement Class Member and will not have any
18 right to object, appeal, or comment on the Class Settlement. Aggrieved Employees shall be
19 bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of
20 the Class Settlement.

21 4.4.2 **Timeliness.** For purposes of determining timeliness, a Request for
22 Exclusion shall be deemed to have been submitted on the date postmarked by the U.S. Postal
23 Service or other delivery service and must be postmarked on or before the Response Deadline.
24 Not later than ten (10) calendar days after the Response Deadline, the Administrator will inform
25 Class Counsel and Defense Counsel of the total number of Class Members who submitted
26 timely and valid Requests for Exclusion. Class Members who do not submit a timely and valid
27 Request for Exclusion by the Response Deadline shall be bound by the terms of this Agreement,
28 any Court order approving the terms of the Settlement, and the Final Approval Order and

Judgment entered thereon.

4.5 Defendant's Right to Rescind. If at least three percent (3%) of the Class Members submit timely and valid Requests for Exclusion from the Class Settlement, then Defendant shall have the option, in its sole discretion, to nullify and rescind this Agreement, in which case all of Defendant's obligations under this Agreement shall cease to be of any force or effect, and this Agreement shall be null and void, except that Defendant must pay the Settlement Administrator for any Administration Costs incurred up to the date that Defendant has informed the Settlement Administrator that the Agreement has been nullified and rescinded. Defendant agrees to meet and confer with Class Counsel prior to withdrawing from the Settlement. If Defendant exercises this option, it shall provide Class Counsel with written notice of its election within seven (7) calendar days of the Administrator informing Class Counsel and Defense Counsel of the total number of Class Members who submitted timely and valid Requests for Exclusion, with a copy to the Administrator, at which point the Parties shall return to their respective positions that existed before the execution of this Agreement, and no term of this Agreement or any draft thereof, or the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Actions, or in any other proceeding. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to opt out of the Class Settlement. In the event that the Settlement is rendered null and void, the certification of the Class shall be automatically vacated and shall not constitute evidence of or a binding determination that the requirements for certification of a class action have been met. In such circumstances, Defendant expressly reserves all rights to challenge class certification for any purpose other than settlement purposes in the Lindley Class Action, or in any other action, on all available grounds as if no class had been certified for settlement purposes, and no reference to the prior certification of this class, or any documents related thereto, shall be made for any purpose.

4.6 Objections. Only Class Members who have not submitted a Request for Exclusion (i.e., Settlement Class Members) may object to the Class Settlement.

1 4.6.1 To object to the Class Settlement, Class Members who have not opted out
2 of the Class Settlement (i.e., Settlement Class Members) may present their objection orally at
3 the Final Approval Hearing or submit a timely and complete Objection to the Administrator,
4 by mail, on or before the Response Deadline. The Objection must be signed by the Settlement
5 Class Member and contain all information required by this Settlement Agreement. The
6 postmark date will be deemed the exclusive means for determining that the Objection is timely.
7 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
8 Settlement Class Members to object to the Class Settlement or appeal from the Final Approval
9 Order and Judgment. Settlement Class Members who do submit a written Objection will still
10 be able to present their objection orally at the Final Approval Hearing. Aggrieved Employees
11 may not submit an objection with respect to the PAGA Settlement and shall be bound to the
12 PAGA Settlement and issued their Individual PAGA Payment irrespective of whether they
13 exercise their option to object to the Class Settlement.

14 4.7 **Disputes.** Class Members and Aggrieved Employees will have an opportunity to
15 dispute the number of Workweeks to which they have been credited for the Class Period and/or
16 PAGA Period (if applicable), as reflected in their respective Class Notice. In order to dispute
17 Workweeks, Class Members and/or Aggrieved Employees may submit a written letter to the
18 Administrator that: (a) states the case name and number of the Lindley Class Action, (b) is
19 signed by the Class Member and/or Aggrieved Employee, (c) states the full name, address,
20 telephone number, and the last four digits of the Social Security Number of the disputing Class
21 Member and/or Aggrieved Employee, (d) states that the Class Member and/or Aggrieved
22 Employee disputes the number of Workweeks credited to him or her and what he or she contends
23 is the correct number that should be credited to him or her, (e) includes information and/or
24 attaches documentation demonstrating that the number of Workweeks that he or she contends
25 should be credited to him or her is correct, and (f) is returned by mail to the Administrator at the
26 specified address, postmarked on or before the Response Deadline. The date of the postmark
27 on the return mailing envelope on the submission will be the exclusive means to determine
28 whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of

1 Defendant's records and data as they pertain to the number of Workweeks, to be credited to a
2 disputing Class Member and/or Aggrieved Employee, Defendant's records will be presumed
3 correct and determinative of the dispute. However, if a Class Member and/or Aggrieved
4 Employee produces information and/or documents to the contrary, the Administrator will
5 evaluate the materials submitted by the Class Member and/or Aggrieved Employee and the
6 Administrator will resolve and determine the number of eligible Workweeks that the disputing
7 Class Member and/or Aggrieved Employee should be credited with under the Settlement. The
8 Administrator shall notify Class Counsel and Defense Counsel of the fact that a Class Member
9 and/or Aggrieved Employee has made a dispute and advise them of the outcome.

10 **4.8 Escalator Clause.** Defendant represents that Class Members worked a total of
11 approximately 650,000 Workweeks during the period from July 23, 2017 to June 13, 2023
12 ("relevant time period"). Should the total Workweeks of the Class Members increase beyond
13 ten percent (10%) during the Class Period (i.e., more than 65,000 workweeks), Defendant has
14 the option to either: (1) agree to increase the Total Settlement Amount on a proportional basis
15 (i.e., if there was 11% increase in the number Workweeks during the Class Period, Defendant
16 would agree to increase the Total Settlement Amount by 1%); or (2) in the alternative, in the
17 event that this escalator provision is triggered, then Defendant will have the option to elect to
18 end the Class Period and the PAGA Period on the date on which the actual number of
19 Workweeks reaches 715,000 in lieu of paying an increase to the Total Settlement Amount.

20 **4.9 Allocation and Taxes.** The payment by Defendant pursuant to this Agreement is
21 for alleged failure to pay compensation due, interest on the compensation, penalties regarding
22 the compensation sum, and all other claims as set forth in the Complaints. The Parties agree,
23 for purposes of this Settlement, that Individual Settlement Shares be allocated twenty percent
24 (20%) to wages subject to withholdings for which IRS W-2 Forms shall be issued by the
25 Administrator, and eighty percent (80%) to penalties, interest, and non-wage damages for which
26 IRS 1099 Forms shall be issued by the Administrator. In accordance with both state and federal
27 tax laws, the Administrator shall withhold such sums from each Settlement Class Member's
28 Individual Settlement Share as is required in order to comply with the same. The Individual

1 Settlement Shares will be subject to reduction for the employee's share of withholdings and
2 taxes, resulting in the Individual Settlement Payments. Each Settlement Class Member
3 receiving payment under this Class Settlement shall be responsible for paying his or her share
4 of applicable federal, state, and local income taxes on all amounts such person receives pursuant
5 to this Agreement. Any payment for an Individual PAGA Payment will be allocated as one
6 hundred percent (100%) penalties; no tax withholdings will be undertaken with respect to the
7 payment, and the payment will be reported on an IRS Form-1099, if necessary. The
8 Administrator will have the option to pay the Individual Settlement Payment and Individual
9 PAGA Payment by way of a single check. The employer's share of taxes and contributions on
10 the wages portion of Individual Settlement Shares shall be paid separately and in addition to the
11 Total Settlement Amount.

12 **4.10 Administrator Responsibilities Regarding Taxes.** It shall be the responsibility
13 of the Administrator or its designee to timely and properly withhold all applicable withholdings
14 and taxes with respect to the Net Settlement Amount, and to prepare and deliver the necessary
15 tax documentation for signature by all necessary parties and, thereafter, to pay the withholdings
16 and taxes to the appropriate authorities, and to file all necessary information and other tax
17 returns. Payments to Settlement Class Members, Aggrieved Employees, Plaintiff, and Class
18 Counsel pursuant to this Agreement shall be reported on IRS Forms W-2 or 1099 as applicable,
19 with copies provided to the respective Settlement Class Members, Aggrieved Employees,
20 Plaintiff, Class Counsel, and all applicable governmental entities as required by law, and also to
21 Defendant. All employee's share of withholdings and taxes deposited with the applicable
22 governmental entities in accordance with this Agreement shall be part of, and paid out of, the
23 Individual Settlement Shares to each Settlement Class Member. The Administrator shall also
24 provide Defendant with appropriate documentation establishing that the
25 Defendant's/employer's share of any and all payroll taxes (including but not limited to, FICA,
26 FUTA and SDI contributions) has been separately paid in addition to the TSA, subject to the
27 Court's approval.
28

1 **4.11 Tax Expenses Resulting from Administration.** All reasonable and direct
2 expenses and costs incurred by or at the direction of the Administrator in connection with the
3 administration of the Settlement (including, without limitation, expenses of tax attorneys and/or
4 accountants incurred in providing advice to the Administrator, and mailing and distribution costs
5 and expenses relating to the filing (or failure to file) the informational and other tax returns
6 described above) shall be considered a cost of administration of the Settlement and shall be part
7 of the Administration Costs, to be paid out of the Total Settlement Amount.

8 **4.12 No Effect on Benefits for Settlement Class Members and Aggrieved**
9 **Employees.** Plaintiff agrees, on behalf of themselves and all Settlement Class Members and/or
10 Aggrieved Employees, that this Agreement and any payments under this Agreement shall not
11 have any effect on the eligibility or calculation of employee benefits with respect to the
12 Settlement Class Members and/or Aggrieved Employees. This Agreement does not represent
13 any modification of any previously credited hours of service, income, or other eligibility criteria
14 under any employee pension benefit plan, employee welfare benefit plan, or other program or
15 policy sponsored by any of the Released Parties. Plaintiff also agrees, on behalf of all Settlement
16 Class Members and/or Aggrieved Employees, that no payment provided under this Agreement
17 shall be considered “compensation” or “annual earnings for benefits” in any year for purposes
18 of determining eligibility for, or benefit accrual within, any employee pension benefit plan,
19 employee welfare benefit plan, or other program or policy sponsored by any of the Released
20 Parties.

21 **4.13 No Claims.** No person shall have any claim against any of the Released Parties,
22 Defense Counsel, Plaintiff, Settlement Class Members, Aggrieved Employees, or Class
23 Counsel, based on mailings, distributions, and payments made in accordance with or pursuant
24 to this Agreement.

25 **4.14 Final Approval.** After the Response Deadline, and with the Court’s permission,
26 a Final Approval Hearing will be conducted to determine whether Final Approval of the
27 Settlement should be granted, along with the amounts properly payable for (a) Individual
28 Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys’ Fees

1 and Costs; (e) Enhancement Award; and (f) Administration Costs. The Final Approval Hearing
2 will be held after the Response Deadline. Plaintiff and Class Counsel will be responsible for
3 drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide
4 Defense Counsel a draft of the motion before filing the motion. By way of said motion, Plaintiff
5 will apply for the entry of the mutually-agreed upon proposed order and judgment (“Final
6 Approval Order and Judgment”), which will provide for, in substantial part, the following:

7 4.14.1 Approval of the Settlement as fair, reasonable, and adequate, and
8 directing consummation of its terms and provisions;

9 4.14.2 Certification of the Class for settlement purposes;

10 4.14.3 An award of Attorneys’ Fees and Costs to Class Counsel;

11 4.14.4 An award of Enhancement Award to Plaintiff;

12 4.14.5 An award of Administration Costs to the Administrator;

13 4.14.6 Direct Defendant to fund all amounts due under the Settlement
14 Agreement and ordered by the Court; and

15 4.14.7 Enter judgment in the Actions, while maintaining continuing jurisdiction,
16 in conformity with California Rules of Court 3.769 and the Settlement Agreement.

17 **4.15 Negotiation of Individual Settlement Payment Checks and/or Individual**
18 **PAGA Payment Checks.** The Administrator will be responsible for undertaking appropriate
19 deductions, required tax reporting, and issuing the Individual Settlement Payments to Settlement
20 Class Members and Individual PAGA Payment Payments to Aggrieved Employees by way of
21 check in accordance with this Settlement Agreement. Each Individual Settlement Payment
22 and/or Individual PAGA Payment check shall remain valid and negotiable for one hundred and
23 eighty (180) calendar days from the date of their mailing, and thereafter, shall be cancelled.
24 After the 180-day check-cashing deadline, all funds associated with such cancelled checks will
25 be distributed by the Administrator to the California State Controller’s Office Unclaimed
26 Property Division in the names of those individuals whose checks were canceled (and in the
27 respective amounts of those checks). If the Court requires it, the Parties will mutually agree
28 upon and select a *cy pres* recipient, to be approved and designated by the Court in its discretion

1 in connection with the Court's consideration and approval of the Settlement, pursuant to
2 California Code of Civil Procedure Section 384, *et seq.*, to receive the leftover funds after
3 checks are cancelled. In the event that a *cy pres* recipient is selected to receive the leftover
4 funds, the Parties shall select an entity that neither Parties or their counsel have a financial
5 interest in or otherwise have a relationship with, that creates or could create a conflict of
6 interest. In the event that a *cy pres* recipient is selected to receive the leftover funds after
7 checks are cancelled, the Parties shall file a stipulated amendment to the Final Approval Order
8 and Judgment that sets forth the total amount paid to Settlement Class Members and Aggrieved
9 Employees and the amount of unpaid residue, plus any interest on such funds, pursuant to
10 California Code of Civil Procedure Section 384, *et seq.*. The Administrator shall undertake
11 amended and/or supplemental tax filings and reporting, required under applicable local, state,
12 and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement
13 Payment and/or Individual PAGA Payment checks. Settlement Class Members and/or
14 Aggrieved Employees whose Individual Settlement Payment and/or Individual PAGA Payment
15 checks are cancelled shall, nevertheless, be bound by the Settlement Agreement.

16 **4.16 Questions and Disputes.** In the event that questions or disputes arise regarding
17 the entitlement of any Settlement Class Member under this Agreement, counsel for each of the
18 Parties shall cooperate to provide to counsel for the other Party and the Administrator all
19 available information reasonably necessary to resolve them. Such information shall be provided
20 in either electronic form or hard copy, as the Administrator may reasonably request. If the
21 Parties cannot resolve any dispute concerning the entitlement of any Settlement Class Member
22 under this Agreement, the dispute(s) shall be submitted to the Administrator for resolution.

23 **4.17 Notification and Certification by the Administrator.** The Administrator shall
24 keep Defense Counsel and Class Counsel apprised of the status of the settlement administration
25 process and its distribution of Individual Settlement Payments and Individual PAGA Payments.
26 Upon completion of administration of the Settlement, the Administrator shall provide a detailed,
27 written declaration under oath to certify such completion to the Court and counsel for all Parties.

28 ///

1 **4.18 Nullification of Agreement if Settlement Not Approved.** In the event: (a) the
2 Court does not preliminarily approve the Settlement as provided herein; (b) the Court does not
3 finally approve the Settlement as provided herein; (c) the Court does not enter the Final
4 Approval Order and Judgment as provided herein; or (d) the Settlement does not become final
5 for any other reason, including the exercise of the right to rescind the Settlement under Section
6 4.8, above, this Agreement shall be null and void *ab initio* (with the exception of this Section
7 and terms regarding payment to Administrator), any order or judgment entered by the Court in
8 furtherance of this Settlement shall be treated as withdrawn or vacated by stipulation of the
9 Parties, and any portion of the TSA deposited into the QSF shall be refunded to the Defendant.
10 In the event an appeal is taken from the Final Approval Order and Judgment, or any other
11 appellate review is sought before the Effective Date, administration of the Settlement shall be
12 stayed pending final resolution of the appeal or other appellate review.

13 **V. ENTRY OF JUDGMENT AND RELEASES**

14 **5.1 Obtaining Approval.** As soon as practicable after execution of this Agreement,
15 Class Counsel shall, with the cooperation of Defense Counsel as reasonably requested by Class
16 Counsel, take all necessary steps to secure Preliminary Approval and Final Approval of the
17 Settlement by the Court, including responding to any objectors, intervenors, or other persons or
18 entities seeking to prevent approval of this Agreement.

19 **5.2 Plaintiff's Waiver of Right to Opt Out.** By signing this Agreement, Plaintiff
20 agrees to be bound by the terms herein and further agree not to request exclusion from this
21 Agreement. Any such request for exclusion shall, therefore, be void and of no force or effect.

22 **5.3 Release of Released Class Claims by Settlement Class Members.** Upon the
23 Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Settlement
24 Class Members (i.e., Class Members who do not submit a timely and valid Request for
25 Exclusion) will be deemed to have fully, finally, and forever released, settled, compromised,
26 relinquished, and discharged the Released Parties of all Released Class Claims he or she may
27 have or had.
28

1 **5.4 Release of Released PAGA Claims by Aggrieved Employees.** Upon the Effective Date
2 and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect
3 to Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally,
4 and forever released, settled, compromised, relinquished, and discharged the Released Parties
5 of all Released PAGA Claims he or she may have or had.

6 **VI. ADDITIONAL PROVISIONS**

7 **6.1 No Admission of Liability.** The Parties enter into this Settlement Agreement to
8 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
9 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
10 specifically denies, that it has violated any state, federal, or local law; violated any regulations
11 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or
12 legal requirements; breached any contract; violated or breached any duty; engaged in any
13 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
14 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of
15 the negotiations connected with it, shall be construed as an admission or concession by
16 Defendant of any such violations or failures to comply with any applicable law. Except as
17 necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement
18 Agreement and its terms and provisions shall not be offered or received as evidence in any action
19 or proceeding to establish any liability or admission on the part of Defendant or to establish the
20 existence of any condition constituting a violation of, or non-compliance with state, federal,
21 local, or other applicable law.

22 **6.2 Parties Represented by Counsel.** The Parties hereby acknowledge that they
23 have been represented by counsel throughout all negotiations that preceded the execution of this
24 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
25 and advice of counsel, and reviewed in full.

26 **6.3 Mutual Preparation.** The Parties have had a full opportunity to negotiate the
27 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
28 shall not be construed more strictly against one Party than another merely by virtue of the fact

1 that it may have been prepared by counsel for one of the Parties, it being recognized that, because
2 of the arm's-length negotiations between the Parties, all Parties have contributed equally to the
3 preparation of this Settlement Agreement.

4 **6.4 Voluntary Agreement.** This Agreement is executed voluntarily and without
5 duress or undue influence on the part of or on behalf of either Party, or of any other person, firm,
6 or entity. Each Party has made such investigation of the facts pertaining to this Agreement and
7 of all other matters pertaining hereto as he, she, or it deems necessary.

8 **6.5 Notices.** Aside from the Class Notice, all other notices, requests, demands, and
9 other communications to be provided to counsel for the Parties concerning this Agreement shall
10 be in writing and delivered by overnight mail at the addresses set forth below, or such other
11 addresses as either Party may designate in writing from time to time:

12 **To Plaintiff and Class Counsel:**

13 Arby Aiwazian, Esq.
14 Joanna Ghosh, Esq.
15 Yasmin Hosseini, Esq.
16 **LAWYERS for JUSTICE, PC**
17 410 West Arden Avenue, Suite 203
18 Glendale, California 91203

19 **To Defendant and Defense Counsel:**

20 Timothy B. Del Castillo, Esq.
21 Lisa L. Bradner, Esq.
22 Daniel E. Richardson, Esq.
23 **CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC**
24 2999 Douglas Boulevard, Suite 180
25 Roseville, California 95661

26 **6.6** The Parties and their Counsel agree that they shall not issue media releases or
27 engage in publicity regarding the terms of this Settlement until the motion for preliminary
28 approval is filed with the Court. These provisions shall in no way impede and/or impair Class
Counsel and/or the Plaintiff from fulfilling their obligations to the Class, or their obligations to
obtain preliminary and final approval of the Settlement, or to undertake required submissions to
the Labor and Workforce Development Agency in connection with the resolution of the Actions.

6.7 Authorization. Counsel for all Parties represent and warrant they are expressly
authorized by the Parties whom they represent to negotiate this Settlement Agreement and to

1 take all appropriate actions required and permitted to be taken by such Parties pursuant to this
2 Settlement Agreement to effectuate its terms and to execute any other documents required to
3 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and
4 have full authority to enter into this Settlement Agreement, and further intend that this
5 Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will
6 be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding
7 any mediation confidentiality provisions that otherwise might apply under state or federal law.

8 **6.8 Agreement Binding on Successors in Interest.** This Agreement shall be binding
9 on and inure to the benefit of the respective successors, assigns, heirs, and personal
10 representatives of the Parties hereto.

11 **6.9 Time Periods.** The time periods and dates set forth in this Agreement with respect
12 to the giving of notices and hearings are subject to approval and modification by the Court or
13 the written stipulation of counsel for the Parties.

14 **6.10 Mutual Full Cooperation.** The Parties agree to cooperate fully with each other
15 in good faith and use their best efforts to implement the terms of this Agreement, including and
16 not limited to, execution and delivery of any and all documents to the extent reasonably
17 necessary to implement the terms of this Agreement. If the Parties are unable to reach an
18 agreement on the form or content of any document needed to implement the Agreement, or on
19 any supplemental provisions that may become necessary to effectuate this Agreement, the
20 Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

21 **6.11 Entire Agreement.** This Agreement contains the entire agreement between the
22 Parties relating to the Agreement and transaction contemplated hereby, and all prior or
23 contemporaneous agreements, understandings, representations, and statements, whether oral or
24 written and whether by a Party or such Party's legal counsel, are merged herein. No rights
25 hereunder may be waived except in writing.

26 **6.12 Headings.** The various headings used in this Agreement are solely for the
27 convenience of the Parties and shall not be used to interpret this Agreement.

28 **6.13 Amendment, Modification, and Waiver.** This Agreement may not be waived,

1 amended, altered, or modified except by written agreement signed by counsel for all Parties, and
2 subject to any necessary Court approval. A waiver or amendment of any provision of this
3 Settlement Agreement will not constitute a waiver of any other provision.

4 **6.14 Governing Law.** All terms of this Agreement and attached exhibits hereto will be
5 governed by and interpreted according to the laws of the State of California.

6 **6.15 Jurisdiction of the Court.** Any dispute regarding the interpretation, validity, or
7 otherwise arising out of this Agreement, or relating to the Actions, the Released Class Claims,
8 or the Released PAGA Claims, shall be subject to the exclusive jurisdiction of the Court.
9 Plaintiff, Class Members, and Defendant agree to submit to the personal and exclusive
10 jurisdiction of the Court for the purpose of resolving any such dispute. After entry of judgment
11 pursuant to the Settlement, the Court shall retain jurisdiction pursuant to Rule 3.769 of the
12 California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for
13 purposes of addressing: (a) the interpretation and enforcement of the terms of this Agreement,
14 (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate
15 under court rules or as set forth in this Agreement.

16 **6.16 Agreement Constitutes a Complete Defense.** To the extent permitted by law,
17 this Agreement may be pleaded as a full and complete defense to any action, suit, or other
18 proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to any term
19 of this Agreement.

20 **6.17 Execution Date and Execution in Counterparts.** This Agreement shall be
21 deemed executed and enforceable upon the last date of signature of all of the undersigned. The
22 Parties may execute this Agreement in counterparts, each of which shall constitute an original,
23 but all of which together shall constitute one and the same instrument having the same force and
24 effect as if all Parties had signed the same instrument.

25 **6.18 Signatures.** The Parties agree that this Agreement may be executed and delivered
26 via DocuSign, Assured Sign, Hello Sign, electronic mail (including PDF), and/or any other
27 electronic signature complying with the U.S. Federal ESIGN Act of 2000 and California's
28 Uniform Electronic Transactions Act (Civ. Code § 1633.1, *et. seq.*). Any counterpart so

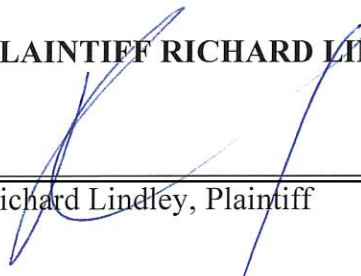
executed and delivered shall be deemed valid and enforceable, and fully and validly delivered,
for all purposes.

IN WITNESS THEREOF, the Parties hereto knowingly and voluntarily executed this
Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
Defendant:

IT IS SO AGREED.

PLAINTIFF RICHARD LINDLEY

Dated: November 7th, 2024


Richard Lindley, Plaintiff

DEFENDANT NUGGET MARKET, INC.

Dated: Oct 10, 2024, 2024

Greg Hill
Greg Hill (Oct 10, 2024 14:20 PDT)

Full Name: Greg Hill

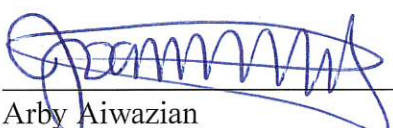
Title: President and CEO

On behalf of NUGGET MARKET, INC.

APPROVED AS TO FORM:

LAWYERS for JUSTICE, PC

Dated: November 7, 2024


Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
Attorneys for Plaintiff

**CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC**

Dated: October 10, 2024


Timothy B. Del Castillo
Lisa L. Bradner
Daniel E. Richardson
Attorneys for Defendant

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].