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Attorneys for Plaintiff MARK D. TAFT, individually and
On behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

MARK D. TAFT, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SALADINO'S INC., a California Corporation;
and DOES 1-50, inclusive,

Defendants.

CASE NO.: 34-2021-00304595
Hon. Jill H. Talley

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 18, 2023
Time: 9:00 a.m.
Dept.: 27

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff Mark D. Taft (hereinafter referred to as “Plaintiff” or “Class Representative”), who commenced this class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the executed Settlement Agreement which the Parties ask the Court to approve. Attached as **Exhibit A** to the Settlement Agreement is a true and correct copy of the Notice of Class Action Settlement.

3. On July 20, 2021, Plaintiff filed a putative Class Action entitled *Mark D. Taft v. Saladino’s Inc.*, (Sacramento County Case No. 34-2021-00304595) (“*Taft I*”) on behalf of Defendant’s non-exempt employees in California seeking damages for Defendant’s alleged failure to: (1) pay wages including overtime, (2) provide meal periods, (3) authorize and permit rest periods, (4) timely pay wages, (5) for failure to provide accurate itemized wage statements, (6) for unlawful deductions, (7) for payment of wages in non-Labor Code compliant instruments, (8) failure to reimburse expenses, and (9) for unfair competition (“UCL”).

4. On November 9, 2021, Plaintiff filed a PAGA Representative Action entitled *Mark D. Taft v. Saladino’s Inc.*, (Sacramento County Case No. 34-2021-00310936) (“*Taft II*”) on behalf of Defendant’s non-exempt employees in California seeking civil penalties for Defendants’ alleged failure to: 1) pay wages including overtime, (2) provide meal periods, (3) authorize and permit rest periods, (4) timely pay wages, (5) for failure to provide accurate itemized wage statements, (6) for unlawful deductions, (7) for payment of wages in non-Labor Code compliant instruments, and (8) failure to reimburse expenses.

1 5. On November 22, 2022, the Parties attended a full-day mediation with experienced
2 mediator Michael Dickstein. After a full-day's mediation and subsequent continued negotiations
3 with the assistance of the mediator, the Parties reached an agreement to settle the claims as
4 provided herein, to settle Plaintiff's claims on a class-wide and PAGA basis and on or about
5 March 1, 2023 executed a Memorandum of Understanding, for \$450,000.00 and the terms of
6 which are fully memorialized in the Settlement Agreement.

7 6. Plaintiff's Counsel conducted a thorough investigation into the factual and legal
8 issues implicated by Plaintiffs' claims and were able to objectively assess the settlement's
9 reasonableness. For example, prior to filing the action, Plaintiff contacted Plaintiff's Counsel to
10 discuss the factual bases for pursuing their actions against Defendant for Labor Code violations.
11 Plaintiff was intimately familiar with Defendant's labor policies and practices, and over the course
12 of multiple interviews, knowledgeably summarized those policies and practices to Plaintiff's
13 Counsel. During those conversations, Plaintiff's Counsel explained how the policies and practices
14 were instituted and provided valuable insight into how they gave rise to the alleged Labor Code
15 violations. Based on these interviews with Plaintiff, Plaintiff's Counsel determined that there were
16 legally sufficient grounds for pursuing the Actions against Defendant. And in preparation for
17 drafting the complaints, Plaintiff's Counsel conducted their own independent preliminary
18 investigations into the factual bases for Plaintiff's claims, which entailed, *inter alia*, a careful
19 examination of Plaintiffs' personnel files and associated records.

20 7. Plaintiff's Counsel received a considerable amount of documents and data,
21 including employee demographic data, time and pay records for the entire class, sample waivers,
22 sample arb agreements, Defendant's policies and procedures manuals which covered a broad
23 range of topics including, *inter alia*, employee clock-in policies and procedures, attendance
24 policies, meal periods/rest periods, overtime & premium pay, etc. The document and data
25 exchanges allowed Plaintiff's Counsel to fully assess the nature and magnitude of the claims being
26 settled, as well as the impediments to recovery, and ultimately enabled Plaintiff's Counsel so as to
27 make an independent assessment of the reasonableness of the settlement's terms.

28 8. In summary, Plaintiff's Counsel performed a thorough investigation into the claims

1 at issue, which included: (1) determining Plaintiffs' suitability as private attorneys general and
2 class representatives through interviews, background investigations, and analyses of their
3 employment files and related records; (2) evaluating all of Plaintiff's potential representative
4 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
5 the positions, and the type of employer; (4) analyzing employees' time and wage records; (5)
6 reviewing Defendant's employment policies and practices; (6) researching settlements in similar
7 cases; (7) evaluating Plaintiffs' claims and estimating Defendant's liability for purposes of
8 settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

9 9. By engaging in such a thorough investigation and evaluation of Plaintiff's claims,
10 Plaintiff's Counsel can opine that the Settlement, for the consideration and on the terms set forth
11 in the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class
12 Members in light of all known facts and circumstances, including the risk of significant delay and
13 uncertainty associated with litigation, and various defenses asserted by Defendant.

14 10. Defendant denies any wrongdoing and denies liability with respect to the matters
15 alleged in the Complaint and believe that they have valid defenses to all of Plaintiff's claims.
16 Defendant further contends that they complied with all wage and hour laws applicable to the
17 employment of Plaintiff and other Class Members. To date, no class has been certified and no
18 court has made any findings that Defendant engaged in any wrongdoing or in any wrongful
19 conduct, or otherwise acted improperly or in violation of any law, rule or regulation with respect
20 to any of the issues presented in this action.

21 11. Since the filing of the complaint, the Parties have exchanged extensive
22 informal discovery and engaged in numerous discussions regarding the factual and legal issues
23 surrounding this case. Throughout the litigation, Defendant produced thousands of pages of
24 information and thousands of lines of data, including policies, handbooks, payroll and time
25 records for approximately 100% of the class. Defendant also provided Plaintiff's personnel file,
26 records regarding documents identifying the non-exempt positions and information regarding the
27 number of employees holding these positions during the relevant time period. Defendant also
28 provided substantial information concerning the total number of potential class members, the

1 payroll data at issue, and the applicable hourly rates, workweeks and pay periods, and other
2 summary data related to the alleged class. The Parties have conducted themselves in informed,
3 good faith arms-length negotiations after conducting discovery and exchanging extensive evidence
4 and information about the claims and defenses of this lawsuit through informal discovery, and
5 engaging in pre-mediation discussions, telephone conferences, and correspondence all aimed at
6 settling their dispute.

7 12. In preparation for the mediations, Plaintiff reviewed the entire discovery produced.
8 The information had to be extrapolated and processed to figure out the amount of compensation
9 Plaintiff contends are due to the Class. The evidence and information gathered and reviewed by
10 counsel provided a factual framework for a comprehensible and reliable damage model pertaining
11 to all Settlement Class Members. The mediation included discussions and examination of the
12 proposed Class and the Parties' respective positions on the legal and factual issues raised in the
13 Complaint.

14 13. As a result of the mediation, the Parties agreed to settle this matter for a Gross
15 Settlement Amount ("GSA") of \$450,000.00. The proposed Settlement Class consists of all non-
16 exempt employees that worked for Defendant in California between July 26, 2018 through April
17 1, 2023 ("Class Period"). Defendant represents there are 2,372 employees as of February 1, 2023.

18 14. Plaintiff's counsel balanced the terms of the proposed Settlement against the risk of
19 litigation and probable outcome at the class certification stage, and if any Class were certified, at
20 trial. Based on their own respective independent investigations and evaluations, and after taking
21 into account the sharply disputed factual and legal issues involved in this matter, the risks
22 attending further prosecution of the case, and the monetary benefits received under the Settlement
23 despite the questionable nature of the claims, Plaintiff's counsel is of the opinion that Settlement
24 for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and
25 adequate and is in the best interests of Plaintiff and the Class. Counsel for the Parties investigated
26 the applicable law as applied to the facts discovered regarding the claims of Plaintiff, Defendants'
27 defenses thereto and the damages claimed by Plaintiff on behalf of the Settlement Class.

28 15. I believe that the consideration and terms set forth in the Settlement Agreement are

1 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
2 known facts and circumstances, including the various defenses asserted by Defendant, and
3 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
4 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
5 litigation, the lengthy process of establishing specific damages and various possible delays and
6 appeals, were also carefully considered in agreeing to the proposed Settlement.

7 16. The \$450,000 GSA includes, without limitation, attorneys' fees in an amount not to
8 exceed \$150,000.00 ("Attorneys' Fees") plus litigation costs according to proof not to exceed
9 \$25,000.00; (3) class representative release payment of \$10,000.00 to Plaintiff ("Release
10 Payment"); (4) all settlement administration fees and costs, including those of the Claims
11 Administrator not to exceed \$25,000.00 ("Claims Administration Fees"); (5) Penalties paid
12 pursuant to PAGA in the amount of \$45,000.00 of which seventy five percent (75%) or
13 \$33,750.00 will be paid the LWDA¹ and twenty five percent (25%) or \$11,250.00 will be included
14 in the Net Settlement Fund; and (5) all payroll taxes and all other applicable taxes, excluding the
15 employer's portion of the payroll taxes ("Payroll Taxes"). This is a non-reversion settlement.
16 After deductions, the Net Settlement Fund ("NSF") is estimated to be approximately \$195,000.00.

17 17. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff
18 involved both in not prevailing on one or more of the causes of action or theories alleged in the
19 operative Complaint and in non-certification, and if successful, Defendants dispute of the ability
20 of Plaintiff to certify a class in this case. Defendants also argued it maintained lawful written
21 policies that were provided to the class members. Yet, despite the defenses proffered by
22 Defendants, the proposed Settlement commits Defendants to pay each Class Member a portion of
23 the NSF. The amount to be paid to the Class is fair, adequate and reasonable given the significant
24 risk to Plaintiff and the Class in continuing with the litigation and not prevailing on their claims at
25 class certification or at trial or not being paid anything even if trial was successful.

26 _____
27 ¹ The Motion for Preliminary approval along with a copy of the Settlement Agreement was
28 filed with the LWDA on July 18, 2023.

1 18. Defendants' time keeping records, payroll records, and review other relevant data
2 points, were analyzed to come up with a damage model to determine Defendants' exposure.
3 The predominant claims in this action arise from alleged violations of California law with respect
4 to Defendants' failure to provide pay all wages earned due to off the clock work, and meal
5 periods, and failure to reimburse for cell phone. Plaintiff alleges that these practices resulted
6 directly from the implementation and enforcement of Defendants' own policies and practices.

7 19. There are an estimated 103,574 workweeks during the class period, and
8 approximately 51,000 pay periods during the PAGA Period. Plaintiff analyzed approximately
9 384,281 work shifts and determined approximately a low 3.5% violation rate resulting in damages
10 of \$307,328 calculated as follows: (13,449 work shifts X \$22.85 hourly rate). This amount was
11 discounted because of the high compliance rates regarding meals and the probability for
12 individualized issues. Likewise, the rest period claim lacked any sufficiently cohesive evidence to
13 materialize a certified claim for rest breaks and given the high compliance rates for meal periods,
14 and the apparent compliant written policies. Defendant argued that the employees were instructed
15 to take meal periods timely, that employees were not permitted to perform any work during the
16 meal periods and that employees were instructed to let Defendant know if employees did not take
17 a meal period. Plaintiff also argued Defendant failed to pay for all hours and failed to pay for all
18 hours worked and reimburse employees for cell phone use due to occasional communication with
19 certain employees after hours via their personal cell phone. Plaintiff identified a conservative 10
20 (0.166) minutes per workweek of off the clock time. This resulted in approximately (0.166 (\$3.79)
21 X 103,000 workweeks) = \$390,000. Defendant argued it provided cell phones, had a policy to
22 reimburse employees, and also instructed employees to accurately record their time and prohibited
23 employees from working off the clock. The LC 2802 claim was valued at (25,750 months X \$5
24 per month = \$128,750.

25 20. The regular rate claims were given zero value due to the lack of evidence that
26 additional remuneration was paid that was required to be included in the overtime and meal
27 period premium rates.

28 21. The Labor Code section 203 claim was potentially valued at \$7,142,000 and the

1 Labor Code LC 226 was valued at approximately \$2,212,400. Given the defenses asserted for the
2 underlying meal and rest break claims and as a lack of evidence of the “willfulness” prong
3 necessary for a Labor Code §203 claim it is likely the LC 203 and LC 226 claims would not be
4 certified or ultimately provide value for the claims. The PAGA claim was valued at approximately
5 Defendants owe to class members \$10,400,000 in **PAGA penalties** (52,000 pay periods x \$200).

6 22. Class certification was somewhat uncertain given the numerous hurdles necessary
7 under the California Supreme Court decision in *Brinker Restaurant Corp. v. Superior Court*.
8 Plaintiffs also considered Defendants’ arguments that subsequent decisions citing and relying on
9 the U.S. Supreme Court decision in *Wal-Mart v. Dukes*, 564 U.S. 338 (2011) arguably made it
10 more difficult to certify a class in this case based upon the need to demonstrate that common
11 issues are superior and could be dealt with in “one stroke” and that the “trial by formula” (*Duran*
12 *v. U.S. Bank* (2014) 59 Cal.4th 1172) could not satisfy such requirements based upon due process
13 grounds. However, Plaintiff disagreed that the subsequent decisions citing *Walmart*, applied to
14 the facts in this case. Additionally, Plaintiff believes the cases denying certification are
15 distinguishable and that the facts in this case are more akin to the facts in cases where certification
16 had been granted, Class Counsel recognize the risk of an adverse finding on certification and
17 considered and weighed this risk in determining to settle and compromise these claims. Lastly,
18 Plaintiffs believe the decisions in *Sav-On Drug Stores, Inc. v Sup. Ct.*, (2004) 34 Cal. 4th 319, 340
19 and *Bell v Famers Ins. Exchange*, (2004) 115 Cal. App. 4th 715 provide the applicable framework
20 for class certification trial by formula plans. See also *Duran v. Superior Court*, 2014 Cal. LEXIS
21 5569 (Cal. Aug. 13, 2014).

22 23. Further, beyond the risk of an adverse ruling on the merits or certification, Class
23 Counsel considered the fact that continued litigation would likely take years and would be
24 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
25 appellate proceedings are likely to occur, which will surely drag the case far into the future even
26 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
27 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
28 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.

1 Given these realities, it is highly likely that the future expense of this litigation, and its likely
2 duration if the settlement is not approved, would be significant and weigh heavily in favor of
3 approval of this settlement.

4 24. Class Counsel built multiple liability models, each making different assumptions
5 about how a court might resolve various issues related to the calculation of penalties and damages
6 for the claims at issue. The GSA is well within the acceptable range of reasonableness for the
7 claims of the Settlement Class Members. After analysis and review of Defendants' time and pay
8 record production and other payroll data, Class counsel estimates the overall value of the damages
9 claims at approximately \$826,078 and penalties of approximately \$19,754,400. Accounting for
10 the 75% distribution of PAGA penalties to the State, recovery for members of the putative class
11 prior to any judicial resolution results in reducing PAGA penalties by 75% or \$7,800,000.

12 25. As a result, the GSA of \$450,000.00 represents a reasonable recovery and
13 approximately 50% of the actual damages less penalties. This recovery could easily be much
14 higher if at trial there were no liability, PAGA penalties were reduced or damages for certain pay
15 periods or workweeks could not be proven for certain individuals. The proposed GSA is within
16 the "ballpark of reasonableness" and should be approved. Counsel for Plaintiff believe that this is
17 a fair and reasonable Settlement in light of the complexities of the case, the state of the law and
18 uncertainties of class certification and litigation, the policies and practices Defendants has had in
19 place or implemented during the purported liability period, and the benefit to be recovered for the
20 Class. Given the risks inherent in litigation, this settlement is fair, adequate, and reasonable and is
21 in the best interests of the Settlement Class, and should be preliminarily approved.

22 26. Based on the estimated Net Settlement Fund of **\$195,000.00**, provides on average
23 each Settlement Class Member with approximately **\$82.20** per Class Member. The highest
24 amount a Settlement Class Member will receive is approximately **\$421 based upon \$1.88 per**
25 **workweek. The lowest payment is estimated to be approximately \$1.88 for someone who**
26 **worked only one workweek.** To the extent any amount for Attorneys' Fees, Costs, Claims
27 Administration Costs or Enhancements are not awarded, the difference in those amounts will be
28 added to the NSF. This is a guaranteed amount of money paid to Settlement Class Members now,

1 rather than the continued risk of further litigation and receiving no money sometime in the far
2 future and after trial and appeals.

3 27. The Class Representative has provided extensive supporting documents and
4 assisted Class Counsel in developing information necessary to litigate and settle this case.
5 Plaintiff also conducted record review and consultation with counsel in preparation for discovery
6 and eventual mediation, and to assist in evaluating and proving the claims. The settlement
7 provides for a Release Payment to be paid to the Class Representative in the amount of
8 \$10,000.00. The purpose is to compensate the Class Representatives an additional enhanced
9 payment, taking into consideration the risks, time, effort and expenses incurred in coming forward
10 to provide invaluable information and negotiate and litigate this matter on behalf of all Settlement
11 Class Members who otherwise, would probably not file their own individual claims to recover
12 what may be relatively low damages. Further, the Payment of \$10,000.00 as a Service
13 Enhancement to the Class Representative is a very fair and justified as part of the Settlement based
14 on the risks Plaintiff has taken and benefits conferred upon the Settlement Class.

15 28. Class certification, as requested by the Parties for the purposes of the settlement
16 only, should be granted because Plaintiff allege that the proposed Settlement Class Members'
17 claims all stem from the same alleged conduct, i.e., that Defendant violated California law because
18 they: (1) it failed to pay wages including overtime; (2) failed to provide rest periods and meal
19 periods; (3) failed to timely pay wages; (4) failed to provide accurate itemized wage statements,
20 (5) unlawfully deducted wages, (6) failed to reimburse expenses, (7) engaged in unfair
21 competition; and (8) for derivative penalties. In addition to compensatory damages, Plaintiff and
22 the Settlement Class seek attorneys' fees, costs, and interest. Under these specific circumstances,
23 the commonality requirement for class certification is satisfied. The typicality requirement for
24 certification is also met as it is alleged that the Class Representatives and the proposed Settlement
25 Class were subjected to similar violations based upon similar conduct, policies and practices.

26 29. The adequacy requirement for certification is also met. The Class Representative
27 and Class Counsel have prosecuted this action vigorously on behalf of the Settlement Class. The
28 Class Representative will receive a reasonable award for the time and effort spent assisting Class

1 counsel with factual issues surrounding the case. Other than this specific payment to the Class
2 Representative, all of the Settlement Class Members will receive a proportionate share of the NSF,
3 as detailed above provided they do not exclude themselves. Further, all PAGA Members during
4 the PAGA Period will receive their pro rata share of PAGA Penalties. As a result, there is no
5 conflict of interest between the Class Representative and the Settlement Class Members. Further,
6 the NSF will be fairly distributed among Participating Class Members, and no “settlement
7 allocation” questions will be raised.

8 30. Common questions of law and fact predominate over individual questions and
9 class-wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the
10 proposed Settlement Class in this case is sufficiently cohesive, since all Settlement Class Members
11 share a common nucleus of facts and potential legal remedies, and since all of the Settlement Class
12 Members and the Class Representatives seek compensation for unpaid wages and other civil and
13 statutory penalties from Defendants for the allegations described in the Complaints. Common
14 questions about compensation or lack thereof for work performed by Settlement Class Members
15 and the Settlement Class Members’ potential legal remedies are identical. The alternative method
16 of resolution is individual claims for relatively small amounts of damages, but individual cases
17 would be uneconomical for potential plaintiffs because the cost of litigation dwarfs potential
18 recovery. Therefore, a class action is the preferred method of resolution.

19 31. The class notice plan here calls for the Settlement APEX Class Action
20 Administrators, to mail a Notice of Proposed Class Action Settlement and Opt Out Form to all
21 known and reasonably ascertainable Settlement Class Members based on Defendants’ records.
22 Further, the Settlement Administrator will conduct a skip-trace and use all reasonable efforts to
23 locate Settlement Class Members and will re-mail all returned envelopes with forwarding
24 addresses. The notice is consistent with the class certification notices approved by numerous state
25 and federal courts, and is the best notice practicable under circumstances of this case. The
26 proposed Settlement Class Members are ascertainable because all of the Settlement Class
27 Members have worked for Defendant during the Class Period and can be identified through
28 Defendants’ records.

1 32. The Notice also fulfills the neutrality requirement. It summarizes the proceedings
2 to date and the terms and conditions of the Settlement in an informative and coherent manner, and
3 is accurate, objective, and understandable to Settlement Class Members, as is required under
4 prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of
5 liability by Defendant and recognizes the Court has not ruled on the merits. It also states the final
6 settlement approval decision has yet to be made. The Notice also clearly instructs the Settlement
7 Class Members on how to object or exclude themselves from the Settlement. Therefore,
8 Settlement Class Members will have the option to participate or exclude themselves simply by
9 mailing the Opt Out Form. The Settlement Class consists of non-exempt employees who speak
10 English. Thus, the Notice of Class Action and Exclusion Form are drafted in a manner that is
11 likely to be readily understood by the Settlement Class. Accordingly, the Notice complies with
12 the standards of fairness, completeness and neutrality required of a Notice of Class Action
13 Settlement. The Notice therefore is neutral, objective and understandable.

14 33. I have a great deal of experience in wage and hour class action litigation. I have
15 obtained certification of several classes, I have been approved as class counsel in many other
16 wage/hour class actions, and I am currently litigating numerous others. Although not an all
17 inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-
18 lead counsel, all of which implicated similar law and facts to those associated with this action:

19 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-
20 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
21 wages for meal period and rest periods and resultant penalties. Class
22 Notice pending.

23 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case
24 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
25 classification of insurance claims adjusters employed by Gallagher Bassett, a third
26 party administrator (TPA) in the State of California. Certification granted. Plaintiffs'
27 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
28 fully distributed.

1 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
2 04554. Wage and Hour Class Action case seeking past wages for “off the clock”,
3 overtime and meal and rest break violations for production workers in the State of
4 California. Plaintiffs’ Counsel appointed as Lead Counsel. Case settled, Final
5 Approval granted, no objections and funds fully distributed.

6 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
7 Wage and Hour Class Action case seeking past wages for meal and rest period
8 violations for retail employees in the State of California. Plaintiffs’ counsel appointed
9 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
10 distributed.

11 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
12 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and
13 rest period violations for retail employees in the State of California. Plaintiffs’
14 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
15 objections and funds fully distributed.

16 f. *West v Iron Mountain Information Management, Inc, et. al.;* Los Angeles County
17 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
18 wages for overtime, meal and rest break violations for driver employees in the State of
19 California. Settlement for “binding arbitration.” Arbitration Award for Plaintiff Class.
20 Arbitration Award confirmed. Plaintiffs’ counsel, lead trial counsel and class counsel.

21 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
22 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
23 overtime, meal and rest breaks violations for production employees in the State of
24 California. Plaintiffs’ counsel appointed as lead counsel. Case settled, Final Approval
25 granted, no objections and funds fully distributed.

26 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
27 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
28 wages for overtime, meal and rest break violations for production employees in the

1 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,
2 Final Approval granted, no objections and funds fully distributed.

3 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
4 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
5 rest break violations for restaurant employees in the State of California. Plaintiffs'
6 counsel appointed as lead counsel. Case settled, Final Approval granted and funds
7 fully distributed.

8 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
9 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal
10 and rest break violations for security officers in the State of California. Plaintiffs'
11 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
12 objections and funds fully distributed.

13 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
14 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
15 seeking past wages for meal and rest break violations for security officers employed by
16 defendant in the State of California. Plaintiffs' counsel and co-counsel. Case settled,
17 Final Approval granted and funds fully distributed.

18 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
19 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
20 meal and rest break violations for housekeepers employed by defendant in the State of
21 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
22 granted, no objections and funds fully distributed.

23 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
24 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
25 rest period violations for non-exempt employees employed by defendant in the state of
26 California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has
27 petitioned the Court for Lead Counsel.

28 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL

1 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages
2 for field and branch employees of defendant in the State of California. Plaintiffs'
3 counsel appointed as lead counsel. Case settled and awaiting Final Approval.
4 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
5 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
6 employees of defendant in the State of California. Plaintiffs' counsel appointed as lead
7 counsel. Case settled, Final Approval granted, no objections and funds fully
8 distributed.
9 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
10 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
11 break violations for security guards employed by defendant in the State of California.
12 Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no
13 objections and funds fully distributed.
14 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior
15 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and
16 rest break violations for production employees employed by defendant in the State of
17 California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval
18 granted, no objections and funds fully distributed.
19 r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case
20 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest
21 break violations for restaurant employees employed by defendant in the State of
22 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
23 Approval granted, no objections and funds fully distributed.
24 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC
25 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
26 classification of managers employed by Defendant, DBA Carl's Jrs. in the State of
27 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
28 Approval granted, no objections and funds fully distributed.

1 t. Burns v. Gymboree Operations, Inc., et al., San Francisco Superior Court, Case No.
2 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest
3 break violations for retail employees employed by defendant in the State of California.
4 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no
5 objections and funds fully distributed.

6 u. Willems v. Diedrich Coffee, Inc., et al., Orange County Superior Court, Case No.
7 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-
8 classification of managers employed by Defendant in the State of California.
9 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no
10 objections and funds fully distributed.

11 v. Davila, et al. v. Beckman Coulter, Inc., et al., Orange County Superior Court, Case
12 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal
13 and rest break violations for production workers employed by defendant in the State of
14 California. Plaintiffs' counsel appointed lead counsel. Case settled; final approval
15 granted; no objections and funds fully distributed.

16 w. Perez v. Naked Juice Company of Glendora, Inc., Los Angeles Superior Court,
17 Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime,
18 meal and rest period violations for production employees employed by defendant in the
19 State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final
20 Approval granted, no objections and funds fully distributed.

21 34. Here, the Parties' agreement to pay Class Counsel Fees of 33.333% of the GSA is
22 reasonable. My firm and I have been the only counsel to represent Plaintiff and the Settlement
23 Class in this matter, and we have borne the entire risk and cost of this litigation on a pure
24 contingency fee basis. The legal issues raised drew significantly upon my experience and the
25 extensive review and analysis of documents and information by me and others at my firm. In a
26 complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of
27 the market rate for contingency fees.

28 35. At this juncture, with the addition of more hours due to the administration of the

1 Settlement by Class Counsel, administration of the Settlement, and preparation for final approval,
2 counsel for plaintiff will provide a detailed analysis of its time in advance of the final approval
3 hearing. Plaintiff's counsel will file a motion for attorneys' fees and costs to be heard
4 concurrently with the motion for final approval in accordance with the terms of the settlement
5 agreement.

6 36. Despite the complexity of the case, Class Counsel has, through the investment of
7 substantial effort and the resources of my law firm been able to secure an outstanding settlement
8 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual
9 obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been
10 required to establish a significant amount of witness testimony, pattern and practice evidence,
11 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
12 their case both at the class certification stage and trial. Defendant vigorously contested liability,
13 the amount of claimed damages, and the propriety of class certification, and would have continued
14 to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate
15 and in the best interests of the Settlement Class. The fairness and adequacy of the Settlement is
16 confirmed by all known facts and circumstances, including the risk of significant delay and
17 uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous
18 potential appellate issues.

19 I declare under penalty of perjury that the foregoing is true and correct. Executed on July
20 18, 2023 at Irvine, California.

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22 James R. Hawkins
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Exhibit 1

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individually and on behalf of others similarly situated

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Attorneys for Defendant
SALADINO'S, INC.

SACRAMENTO COUNTY SUPERIOR COURT

MARK D. TAFT, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SALADINO'S, INC., a Delaware
Corporation, and Does 1 through 50, inclusive

Defendants.

Case No. 34-2021-00304595-CU-OE-GDS
Related Case No. 34-2021-00310936

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

Complaint Filed: July 20, 2021

1 This Joint Stipulation of Class Action Settlement and Release of Claims (“Stipulation” or
2 “Settlement”) is entered into by and between plaintiff Mark D. Taft (“Plaintiff”), individually and on
3 behalf of all others similarly situated and the State of California, as a private attorney general, on the
4 one hand, and defendant Saladino’s, Inc. (“Defendant”) on the other hand (collectively referred to as
5 “the Parties”).

6 This Settlement shall be binding on Plaintiff, the current and former employees he seeks to
7 represent, on Defendant, and on their respective counsel, subject to the terms and conditions
8 definitions, recitals, and terms set forth herein and to the approval of the Court.

9 **I. DEFINITIONS**

10 **1. Action**

11 “Action” or “Lawsuit” is defined as *Mark D. Taft v. Saladino’s, Inc., et al.*, which was filed
12 in Sacramento County Superior Court (Case No. 34-2021-00304595). This settlement also covers
13 the claims alleged by Plaintiff in his separately filed PAGA action titled *Mark D. Taft v. Saladino’s,*
14 *Inc., et al* which was also filed in Sacramento County Superior Court (Case No. 34-2021-00310936)
15 (“PAGA Action”).

16 **2. Class Counsel**

17 “Class Counsel” means James Hawkins, APLC, who, subject to Court approval, shall act as
18 counsel for the Settlement Class.

19 **3. Class Counsel Award**

20 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution
21 of this Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection with this
22 Lawsuit.

23 **4. Class Information**

24 “Class Information” means information regarding Class Members that Defendant will in
25 good faith compile from Defendant’s internal and currently available electronic timekeeping records
26 and provide to the Settlement Administrator. To the extent possible, it shall be formatted as a
27 Microsoft Excel spreadsheet. It shall include: each Class Member’s full name; last known address;
28 last known home telephone number; social security number; and Compensable Work Weeks.

1 **5. Class Members**

2 All non-exempt employees that worked for Defendant in California between July 26, 2018
3 through April 1, 2023 (“Class Period”). Defendant represents there are 2,372 employees as of
4 February 1, 2023.

5 **6. Class Representative**

6 “Class Representative” means Plaintiff Mark D. Taft.

7 **7. Consideration to Plaintiff for Full Release – General Release Payment**

8 “General Release Payment” means Plaintiff shall receive \$10,000 as consideration for
9 Plaintiff entering into a full general release of claims against Defendant, including a waiver under
10 Code of civil Procedure section 1542 (“General Release Payment”). The individual settlement
11 agreement and full release of claims shall be contingent upon Court approval of the settlement.

12 **8. Compensable Work Weeks**

13 “Compensable Work Weeks” means the number of weeks in which Class Member(s) worked
14 as a non-exempt employee for Defendant in the State of California during the Class Period based on
15 information from Defendant’s internal and currently available electronic timekeeping records.

16 **9. Complaint**

17 “Complaint” means the Operative Class Complaint, which was filed on July 20, 2021.

18 **10. Court**

19 “Court” means the Los Angeles County Superior Court in the State of California.

20 **11. Defendant**

21 “Defendant” means Saladino’s, Inc. and includes their past, present and/or future, direct
22 and/or indirect, officers, directors, members, managers, employees, agents, representatives,
23 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
24 affiliates, divisions, predecessors, successors, assigns, and joint venturers.

25 **12. Effective Date**

26 “Effective Date” of the Settlement means the date on which the Court’s order granting Final
27 Approval of this Joint Stipulation becomes final. Such order becomes final upon the following
28

events: (i) upon the Court issuing the Final Approval Order granting approval of this Settlement Agreement if no objections to the settlement are filed, or if an objection is filed but is withdrawn prior to the Court's Final Approval Hearing; or (ii) in the event there are written objections filed prior to the Final Approval Hearing which are not thereafter withdrawn prior to the hearing, the later of the following events: (a) the day after the last day by which a notice of appeal of the order may be timely filed with an appellate court, and none is filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the appellate court's decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the appellate court, and further review of the appellate court's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (d) if review is accepted, the day the appellate court affirms the Settlement.

13. Final Approval Hearing

"Final Approval Hearing" means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

14. Final Judgment

"Final Judgment" means a judgment issued by the Court approving this Agreement as binding upon the Parties.

15. Gross Settlement Amount

"Gross Settlement Amount" means the agreed upon settlement amount totaling \$450,000.00 (Four-Hundred and Fifty Thousand Dollars and Zero Cents) to be paid by Defendant in full settlement of the Released Claims, and includes without limitation the Class Counsel Award, General Release Payment, Individual Settlement Payments, PAGA Settlement Amount, and Settlement Administrator Costs. In no event shall Defendant be liable for more than the Gross Settlement Amount, except that Defendant's portion of payroll taxes will be paid separately and in addition to the Gross Settlement Amount.

16. Individual Settlement Payment

"Individual Settlement Payment" means the amount paid from the Net Settlement Fund to a

Settlement Class Member, based upon his/her Compensable Work Weeks.

17. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

18. Net Settlement Fund

“Net Settlement Fund” means the Gross Settlement Amount, less Court-approved Class Counsel Award, General Release Payment, payment to the LWDA, and Settlement Administration Costs.

19. Notice of Class Action Settlement

“Notice of Class Action Settlement” means the Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval substantially in the form attached hereto as **Exhibit A**, which shall include an estimated individual settlement payment, number of workweeks worked, dates of employment, how to opt-out of the settlement, and how to object to the settlement, and how to dispute the number of estimated workweeks worked.

20. PAGA

“PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2699 et seq.

21. Aggrieved Employees

All non-exempt employees who worked for Defendant in California from July 20, 2021 through April 1, 2023 (“PAGA Period”).

22. PAGA Settlement Amount

“PAGA Settlement Amount” means the payment made hereunder to the LWDA and Aggrieved Employees pursuant to PAGA. The Parties will seek approval from the Court for a total PAGA Settlement Amount of \$45,000, which shall be allocated and paid as follows: 75% (\$33,750) out of the Gross Settlement Amount to the California Labor and Workforce Development Agency (“LWDA”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$11,250) from the Net Settlement Amount paid and distributed to the Aggrieved Employees based on the number of pay periods worked as an Aggrieved Employee

1 during the PAGA Period. If the Court approves a different total PAGA Settlement Amount, the
2 amount shall be allocated and paid using the same percentages.

3 **23. PAGA Period**

4 “PAGA Period” means the period from July 20, 2021 through April 1, 2023.

5 **24. Parties**

6 “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean Plaintiff or
7 Defendants, individually.

8 **25. Payment Ratio for Settlement Class Members**

9 “Payment Ratio” means the respective Compensable Work Weeks during which an employee
10 worked, in proportion to the aggregate number of Compensable Work Weeks worked by all Class
11 Members.

12 **26. Plaintiff**

13 “Plaintiff” means Plaintiff Mark D. Taft.

14 **27. Preliminary Approval Date**

15 “Preliminary Approval Date” means the date on which the Court issues an order granting
16 preliminary approval of the settlement.

17 **28. Class member and Aggrieved Employees’ Released Claims**

18 Plaintiff, Class Members and Aggrieved Employees release Defendant and any parent,
19 subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties,
20 joint employers, officers, directors and attorneys thereof, (collectively the “Released Parties”), from
21 any and all claims during the time period of July 20, 2018 through April 1, 2023, alleged in either or
22 both civil Complaints or those that could have been brought based on the claims asserted in the
23 operative civil Complaints and/or the LWDA letter including the following: 1) failure to provide
24 meal periods; 2) failure to provide rest periods, 3) failure to pay wages (including overtime or
25 minimum wages based on theories of alleged off-the-clock work, miscalculation of the regular rate
26 of pay for overtime, meal period or rest break premium wages and paid sick leave), 4) making
27 unlawful deductions from earned wages without authorization; 5) failure to pay all wages due to
28 discharged and quitting employees; 6) failure to furnish accurate itemized wage statements; 7) failure

1 to reimburse for necessary business expenses; 8) engaging in unfair business practices.

2 **29. Plaintiff's Individual Released Claims**

3 Plaintiff agrees to further release the Released Parties from any and all claims, demands,
4 rights, liabilities, and/or causes of action, of any form whatsoever, arising under federal, state or local
5 laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or
6 latent, that have been or could have been asserted by Plaintiff, or the heirs, successors and/or assigns
7 of Plaintiff, whether directly, indirectly, representatively, derivatively or in any other capacity,
8 arising at any time prior to the date that the court grants approval of the settlement. As to the
9 Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of
10 section 1542 of the California Civil Code Section 1542 reads as follows:

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

15 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
16 and complete release and discharge of all of their Released Claims, Plaintiff expressly acknowledges
17 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
18 Plaintiff does not know or suspects to exist in his favor at the time of execution hereof, and that the
19 Settlement contemplates the extinguishment of all such Released Claims. The parties understand that
20 the General Release does not release any claims that they cannot lawfully release. The parties are not
21 waiving any right that cannot be waived by law. It is also understood and agreed by Defendant that
22 this release does not limit Plaintiff from filing and seeking damages for any alleged injury under
23 Workers' Compensation laws and/or unemployment insurance claims that are currently pending, or
24 may be filed in the future. This release is intended to waive and release any claims under Labor Code
25 sections 132a and 4553. The parties understand that the General Release does not apply to any Class
26 Members other than Plaintiff Taft.

1 **30. Released Parties**

2 “Released Parties” means Defendant and any parent, subsidiary, affiliate, predecessor or
3 successor entity, and all agents, employees, contracting parties, joint employers, officers, directors
4 and attorneys thereof.

5 **31. Request for Exclusion**

6 “Request for Exclusion” means a letter setting forth a Class Member’s name, present address,
7 and a simple statement electing to be excluded from the Settlement.

8 **32. Response Deadline**

9 “Response Deadline” means the date forty-five (45) days after the Settlement Administrator
10 mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class
11 Members may: (a) submit a Request for Exclusion; (b) file and serve objections to the settlement; or
12 (c) dispute the information contained in the Notice of Class Action Settlement. If the forty-fifth (45th)
13 day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S.
14 Postal Service is open.

15 **33. Settlement**

16 “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to
17 this Joint Stipulation of Class Action Settlement and Release of Claims.

18 **34. Settlement Administrator**

19 “Settlement Administrator” means the third-party company that is responsible for
20 administering the Settlement. This Settlement Administrator is APEX Class Action Administrators.
21 The Settlement Administrator will agree to comply with Defendant’s data security protocols. In the
22 event that APEX Class Action Administrators does not agree to comply with Defendant’s data
23 security protocols, the Parties will designate another Settlement Administrator.

24 **34. Settlement Administrator Costs**

25 “Settlement Administrator Costs” means the amount to be paid to the Settlement
26 Administrator from the Gross Settlement Amount for administration of this Settlement, currently
27 estimated at \$25,000.

1 **35. Settlement Class Members**

2 “Settlement Class Members” means those Class Members who did not file a valid and timely
3 Request for Exclusion pursuant to section III, paragraph 11 of this Agreement.

4 **II. RECITALS**

5 **1. Class Certification.**

6 The Parties stipulate to class certification for purposes of settlement only. If the Court does
7 not grant either preliminary or final approval of this Settlement, the Parties shall work together in
8 good faith to agree on a revised settlement agreement to address the Court’s concerns. If the Parties
9 are unable to reach agreement, or the Court does not grant either preliminary or final approval of the
10 revised settlement, the Parties agree that this stipulation regarding class certification will be revoked
11 and the Parties will return to a point in litigation prior to the execution of this Agreement.

12 **2. Procedural History**

13 On July 20, 2021, Plaintiff sent the LWDA notice, via online filing, of his intent to file an
14 action against Defendant to seek civil penalties under PAGA. On November 9, 2021 Plaintiff filed a
15 PAGA Representative Action in Sacramento County Superior Court, Case No. 34-2021-00310936.

16 On July 20, 2021, Plaintiff filed a Class Action Complaint in Sacramento County Superior
17 Court, Case No. 34-2021-00304595.

18 On or about March 31, 2022, the Parties entered into a Stipulation and proposed order to
19 privately mediate. The proposed order was granted by this court on or about April 14, 2022.

20 On November 22, 2022, the Parties attended a full-day mediation with experienced mediator
21 Michael Dickstein. After a full-day’s mediation and subsequent continued negotiations with the
22 assistance of the mediator, the Parties reached an agreement to settle the claims as provided herein,
23 to settle Plaintiff’s claims on a class-wide and PAGA basis and on or about March 1, 2023 executed
24 a Memorandum of Understanding.

25 Defendant denies any liability or wrongdoing of any kind associated with the claims asserted
26 in Plaintiff’s Action, disputes the damages and penalties claimed by Plaintiff, and further contends
27 that, for any purpose other than settlement, Plaintiff’s claims are not appropriate for class or
28 representative action treatment. This Stipulation is a compromise of disputed claims. Nothing

1 contained in this Stipulation, no documents referred to herein, and no action taken to carry out this
2 Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or
3 lack thereof of the claims asserted in this Action. Defendant contends, among other things, that, at
4 all times, it has complied with all applicable state, federal and local laws related to the Class
5 Members' employment.

6 The Class Representative is represented by Class Counsel. Class Counsel conducted an
7 investigation into the facts relevant to the Action, including reviewing documents and information
8 provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel
9 are of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best
10 interest of the Class in light of all known facts and circumstances, including the risks of significant
11 delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial
12 on the merits, and numerous potential appellate issues. Although Defendant denies liability,
13 Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly,
14 the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all
15 disputes and claims arising from or relating to the Action on the terms set forth herein.

16 **3. Benefits of Settlement to Class Members.**

17 Plaintiff and Class Counsel recognize the expense and length of continued proceedings
18 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also
19 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
20 and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of
21 proof necessary to establish liability for the claims asserted in the Lawsuit, both generally and in
22 response to Defendant's defenses thereto, and the difficulties in establishing damages for the Class
23 Members. Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter
24 into a settlement that confers substantial relief upon the members of the Class. Based on the
25 foregoing, Class Counsel have concluded that settlement for the consideration and on the terms set
26 forth in this Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the
27 putative class in light of all known facts and circumstances, including the risk of significant delay,
28 defenses asserted by Defendant, Defendant's financial condition, numerous potential appellate

issues, and other risks inherent in litigation.

4. Defendant's Reasons for Settlement.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiff and Class Members. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant continues to contend that it is not liable for any of the claims set forth by Plaintiff in this Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in this Lawsuit. Defendant contends that it has complied with all applicable state, federal, and local laws.

5. Settlement of Disputed Claims.

This Agreement is a compromise of disputed claims. Defendant contends that the Released Class Claims and the Released PAGA Claims have no merit and do not give rise to liability. Plaintiff and Settlement Class Members have claimed and continue to claim that the Released Class Claims and the Released PAGA Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims asserted in this Action.

III. TERMS OF AGREEMENT

1. Release as to All Settlement Class Members.

As of the Effective Date, all Settlement Class Members will release the Released Parties from the Released Class Claims, whether known or unknown. To be clear, the scope of this release is limited to the Released Class Claims. Settlement Class Members may later discover facts or legal arguments in addition to or different from those that they now know or currently believe to be true with respect to the Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this

Agreement, Plaintiff and Settlement Class members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims. The Parties understand and specifically agree that the scope of this Release described in this Paragraph is a material part of the consideration for this Agreement, was critical in justifying the agreed upon economic value of the Settlement and without it, Defendant would not have agreed to the consideration provided, and is narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of the claims that were or could have been alleged based on facts, causes of action, and legal theories contained in the Action.

Defendant shall be entitled to a release of all Released Class Claims which occurred during the Class Period only during such time that the Settlement Class Member was non-exempt, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period.

2. Release as to all Aggrieved Employees

As of the Effective Date, all Aggrieved Employees will release the Released Parties from the Released PAGA Claims, whether known or unknown. To be clear, the scope of this release is limited to the Released PAGA Claims. Aggrieved Employees may later discover facts or legal arguments in addition to or different from those that they now know or currently believe to be true with respect to the claims, causes of action, and legal theories of the Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released PAGA Claims, and by virtue of this Agreement, Plaintiff and Aggrieved Employees shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released PAGA Claims. The Parties understand and specifically agree that the scope of this Release described in this Paragraph is a material part of the consideration for this Agreement, was critical in justifying the agreed upon economic value of the Settlement and without it, Defendant would not have agreed to the consideration provided, and is narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of the claims that were or could have been alleged based on facts, causes of action, and legal theories contained in

1 the Action.

2 **3. Release of Claims by Plaintiff**

3 As of the Effective Date, Plaintiff releases the Released Parties from all of the Released
4 Claims during the Class Period. Plaintiff, for himself and his heirs, successors and assigns, further
5 waives, releases, acquits and forever discharges the Released Parties from any and all claims, actions,
6 charges, complaints, grievances and causes of action, of whatever nature, whether known or
7 unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including,
8 but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims,
9 disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal
10 injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims,
11 quantum meruit claims, and any and all claims arising under any federal, state or other governmental
12 statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Fair
13 Labor Standards Act (FLSA), the California Labor Code, the Wage Orders of California's Industrial
14 Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
15 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title
16 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California
17 Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act,
18 California Business & Professions Code §§17200 et seq., and any and all claims arising under any
19 federal, state or other governmental statute, law, regulation or ordinance.

20 Plaintiff's releases set forth herein include a waiver of all rights under California Civil Code
21 §1542, which provides:

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

26 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
27 he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle
28 and release any and all claims against the Released Parties, known or unknown, suspected or

1 unsuspected, which exist or may exist on behalf of or against the other at the time of execution of
2 this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's
3 employment with Defendant.

4 **4. Tax Liability and Medicare.**

5 The Parties make no representations as to the tax treatment or legal effect of the payments
6 called for hereunder, and Settlement Class Members are not relying on any statement or
7 representation by the Parties in this regard. Settlement Class Members understand and agree that they
8 will be responsible for the payment of taxes and penalties assessed on the payments described herein
9 and will hold the Parties free and harmless from and against any claims resulting from treatment of
10 such payments as non-taxable damages, including the treatment of such payment as not subject to
11 withholding or deduction for payroll and employment taxes. Moreover, this Agreement is based upon
12 a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted
13 responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b),
14 especially since this is strictly a wage and hour case. The Parties resolved this matter in compliance
15 with both state and federal law. The Parties made every effort to adequately protect Medicare's
16 interest and incorporate such into the settlement terms. Plaintiff warrants that he is not a Medicare
17 beneficiary as of the date of this Agreement. As such, no conditional payments have been made by
18 Medicare.

19 **5. Circular 230 Disclaimer.**

20 Each Party to this Agreement (for purposes of this section, the "acknowledging party" and
21 each Party to this Agreement other than the acknowledging party, an "other party") acknowledges
22 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
23 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall
24 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
25 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
26 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
27 independent legal and tax counsel for advice (including tax advice) in connection with this
28 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other

1 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
2 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
3 that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party
4 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
5 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
6 acknowledging party of the tax treatment or tax structure of any transaction, including any
7 transaction contemplated by this Agreement.

8 **6. Preliminary Approval of Settlement.**

9 Promptly upon execution of this Agreement, Plaintiff will move the Court to grant
10 preliminary approval of this Settlement, certifying the Class for settlement purposes only and setting
11 a date for the Final Approval Hearing. All Parties agree to work diligently and cooperatively to have
12 this Settlement presented to the Court for preliminary approval. The proposed preliminary approval
13 order shall provide for the Notice of Class Action Settlement to be sent to Settlement Class Members
14 as specified herein.

15 **7. Settlement Administrator.**

16 Upon the Court granting preliminary approval of this Agreement, Defendant shall provide
17 the Settlement Administrator with the Class Information within ten (10) business days for purposes
18 of mailing the Notice of Class Action Settlement to the Class Members. No later than three (3)
19 business days after receipt of the Class Information, the Settlement Administrator shall notify
20 counsel for the Parties that the list has been received and state the number of Class Members included
21 in the Class Information.

22 **8. Notice by First Class U.S. Mail.**

23 Upon receipt of the Class Information, the Settlement Administrator will perform a search
24 based on the National Change of Address Database to update and correct any known or identifiable
25 address changes. Within thirty (30) calendar days of the Preliminary Approval Date, the Settlement
26 Administrator shall mail copies of the Notice of Class Action Settlement to all Class Members via
27 regular First-Class U.S. Mail with a return postage-paid envelope. The Settlement Administrator
28 shall exercise its best judgment to determine the current mailing address for each Class Member,

1 including performing a skip-trace to identify any updated addresses. The address identified by the
2 Settlement Administrator as the current mailing address shall be presumed to be the best mailing
3 address for each Class Member. A reminder postcard will be mailed out 30 days after the Class
4 Notice is mailed to Class Members.

5 **9. Undeliverable Notices.**

6 Any Notice of Class Action Settlement returned to the Settlement Administrator as
7 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address
8 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly
9 attempt to determine a correct address by use of skip-tracing, or other search using the name, address
10 and/or social security number of the Class Member whose notice was undeliverable, and shall then
11 re-mail all returned, undelivered mail within five (5) calendar days of receiving notice that a notice
12 was undeliverable. Class Members who receive a re-mailed Notice of Class Action Settlement shall
13 have their Response Deadline extended by the longer of fourteen (14) calendar days from the date of
14 re-mailing or the remaining original Response Deadline period.

15 **10. Disputes Regarding Individual Settlement Payments.**

16 Class Members will have the opportunity, should they disagree with Defendant's records
17 regarding the weeks worked stated on their Notice of Class Action Settlement, to provide
18 documentation and/or an explanation to show contrary information by the Response Deadline. If
19 there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an
20 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
21 amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement
22 Administrator's determination of the eligibility for and amount of any Individual Settlement Payment
23 shall be binding upon the Class Members and the Parties. In the absence of circumstances indicating
24 fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of
25 accuracy.

26 **11. Disputes Regarding Administration of Settlement.**

27 Any disputes not resolved by the Settlement Administrator concerning the administration of
28 the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any

1 such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes
2 without the necessity of involving the Court.

3 **12. Requests for Exclusion.**

4 The Notice of Class Action Settlement shall state that Class Members who wish to exclude
5 themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The
6 Notice will state that the Request for Exclusion: (1) must contain the name, address, and telephone
7 number of the Class Member requesting exclusion; (2) must contain a statement expressing that the
8 Class Member elects to be excluded from the Settlement; (3) must be signed by the Class Member;
9 and (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement
10 Administrator at the specified address or fax number. The Request for Exclusion will be deemed
11 invalid if it does not contain a Class Member's name, address, signature, and a statement requesting
12 exclusion. The date of the postmark on the return mailing envelope or fax stamp on the Request for
13 Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been
14 timely submitted. If the Settlement Administration is unsure of the validity of a Request for
15 Exclusion, it must provide a copy of the Request for Exclusion to the Parties to review and make a
16 determination as to its validity. Any Class Member who requests to be excluded from the Settlement
17 Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of
18 the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to
19 submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound
20 by all terms of the Settlement and any Final Judgment entered in this Lawsuit if the Settlement is
21 approved by the Court. No later than five (5) calendar days after the Response Deadline, the
22 Settlement Administrator shall provide counsel for the Parties with a complete list of all members of
23 the Settlement Class who have timely submitted a Request for Exclusion.

24 **13. Objections.**

25 The Notice of Class Action Settlement shall state that Class Members who wish to object to
26 the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written
27 objection ("Notice of Objection") must be mailed or faxed to the Settlement Administrator by the
28 Response Deadline. The date of mailing on the envelope or the date of the fax transmission shall be

deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the basis for the objection; and (3) if the Class Member intends to appear at the Final Approval Hearing. The Settlement Administration must provide a copy of written objections to the Parties within three (3) calendar days of receipt. Class Counsel will ensure that any Notices of Objection received by the Settlement Administrator by the Response Deadline are filed with the Court along with the Motion for Final Approval. Either of the Parties may file a responsive document to any objection at least ten (10) court days before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant no later than the Response Deadline. Class Counsel shall not represent any Class Members with respect to any such objections.

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

An individual who submits a valid Request for Exclusion may not object to the Settlement.

14. No Solicitation of Settlement Objections or Exclusions.

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either written objections to the Settlement or requests for exclusion from the Settlement, or to appeal from the Court's Final Judgment.

15. Funding and Allocation of Gross Settlement Amount.

No later than sixty (60) calendar days after the Court signs the motion for final approval and judgment, Defendant shall provide the Gross Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this Agreement, and the employer's share of payroll taxes due on the portion of the Individual Settlement Payments that is allocated to wages. Defendant will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment. Within five (5) calendar days of the receipt of the

Gross Settlement Amount, the Settlement Administrator shall make the Settlement payments as specified in this Settlement Agreement,

16. Net Settlement Fund.

The Net Settlement Fund will be determined by the Settlement Administrator by subtracting the Court-approved Class Counsel Award, General Release Payment, PAGA Settlement Amount to the LWDA, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Fund is \$134,166. The Parties estimate the amount of the Net Settlement Fund as follows:

Gross Settlement Amount:	\$ 450,000
General Release Payment:	\$ 10,000
Class Counsel Award:	\$ 150,000
Class Counsel Costs:	\$ 25,000 (not to exceed)
PAGA Settlement Amount to the	\$ 45,000
LWDA	
Settlement Administrator Costs:	\$ 25,000
Anticipated Net Settlement Fund	\$ 195,000

This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount, which includes, Class Counsel Award, General Release Payment, Individual Settlement Payments, PAGA Settlement Amount, and Settlement Administrator Costs. No portion of the Gross Settlement Amount will revert to Defendant.

Defendant's share of payroll taxes due on the portion of the Individual Settlement Payments allocated to wages, including but not limited to Defendant's FICA and FUTA contributions, shall be paid separately from, and in addition to, the Gross Settlement Amount.

17. Individual Settlement Payments.

Individual Settlement Payments to Settlement Class Members and Aggrieved Employees will be paid from the Net Settlement Fund and shall be paid pursuant to the settlement formula set

1 forth herein. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each
2 Settlement Class Member's last known mailing address within five (5) calendar days after Defendant
3 makes the settlement payment. All Individual Settlement Payments to Settlement Class Members
4 will be allocated as follows: 1/3 wages, 1/3 interest and 1/3 penalties. All Individual Settlement
5 Payments to Aggrieved Employees will be allocated as one hundred percent (100%) penalties.

6 **18. Settlement Class Member's Payment Ratio.**

7 Settlement Class Members will be paid on a pro-rata basis. A Settlement Class Member's
8 Individual Settlement Payment will be based on the number of Compensable Work Weeks during
9 which they worked in proportion to the aggregate number of Compensable Work Weeks worked by
10 all Class members, reduced as necessary to account for the employee's mandatory payroll
11 withholdings.

12 **19. Aggrieved Employee's Individual Settlement Payment and PAGA Ratio**

13 The Parties will seek approval from the Court for a total PAGA Settlement Amount of
14 \$45,000, which shall be allocated and paid as follows: 75% (\$33,750) out of the Gross Settlement
15 Amount to the California Labor and Workforce Development Agency ("LWDA") as the LWDA's
16 share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25%
17 (\$11,250) from the Net Settlement Amount paid and distributed to the Aggrieved Employees based
18 on the number of pay periods worked as an Aggrieved Employee during the PAGA Period. If the
19 Court approves a different total PAGA Settlement Amount, the amount shall be allocated and paid
20 using the same percentages.

21 **20. Payment to Settlement Class Member and Aggrieved Employees.**

22 Checks shall be made payable to each Settlement Class Member and/or Aggrieved Employee
23 for payment of each Settlement Class Member and/or Aggrieved Employee's Individual Settlement
24 Payment as set forth in Paragraph III.16-19 of this Agreement.

25 **21. Unclaimed Settlement Payment(s).**

26 After one hundred and eighty (180) calendar days of the mailing of the Individual Settlement
27 Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement
28 Payment checks will be transmitted to the State of California Office of the Controller Unclaimed

Property Fund in the name of the Settlement Class Members who did not cash his/her Settlement check. The Parties agree to coordinate their efforts to seek Court approval for such an escheatment process of uncashed funds. If, for some reason, the Court does not approve the escheatment of uncashed funds, the Parties agree to meet and confer to identify a mutually-agreeable cy pres recipient(s) for the uncashed funds.

22. General Release Payment.

Plaintiff will request that the Court approve a General Release Payment of up to \$10,000. The General Release Payment shall be paid to Plaintiff from the Gross Settlement Amount within seven (7) calendar days after Defendant provides the Gross Settlement Amount to the Settlement Administrator. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for his respective General Release Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his General Release Payment and shall hold harmless Defendant and Class Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the General Release Payment. The General Release Payment shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member. Any amount requested by Plaintiff for the General Release Payment and not granted by the Court shall return to the Net Settlement Fund and be distributed to Settlement Class Members as provided in this Agreement.

23. Class Counsel Award.

Class Counsel will request that the Court approves attorneys' fees in the amount of up to thirty-three and one-third percent (33.33%) of the Gross Settlement Amount. This amount is currently anticipated to be \$150,000. Class Counsel will also request that the Court approve the reimbursement of any litigation costs or expenses associated with Class Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed \$25,000. Even in the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff's Counsel shall not have the right to revoke the Settlement and it will remain binding. Class Counsel shall be paid any Court-approved fees and costs no later than seven (7) calendar days after Defendant provides the Gross Settlement Amount to the Settlement Administrator. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The

Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys’ fees and costs. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Fund and be distributed to Settlement Class Members as provided in this Agreement.

24. Settlement Administrator Costs.

The Parties agree to allocate up to \$25,000 of the Gross Settlement Amount for Settlement Administrator Costs. The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Settlement Class Members in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

25. Responsibilities of the Settlement Administrator.

The Settlement Administrator shall be responsible for the following: processing and mailing payments to Plaintiff, Class Counsel, and Settlement Class Members; printing, and mailing the Notice of Class Action Settlement and tax forms to the Settlement Class Members as directed by the Court; receiving and reporting the requests for exclusion and objections submitted by Settlement Class Members; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Plaintiff, Class Counsel, Defendant, and Defendant’s counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments. Defendant and Defendant’s counsel shall not enter into any contractual relationship with the Settlement Administrator.

26. Settlement Administrator Fees.

The Settlement Administrator shall be paid the Settlement Administrator Costs within seven (7) calendar days after Defendant provides the Gross Settlement Amount to the Settlement

1 Administrator.

2 **27. Payment to the LWDA.**

3 A total payment of \$45,000 from the Gross Settlement Amount will be allocated as the PAGA
4 Settlement Amount to be paid as penalties under the Labor Code Private Attorneys General Act of
5 2004, to the LWDA. Seventy-five percent (75%) of the PAGA Settlement Amount (\$33,750) will be
6 paid to the LWDA and the remaining twenty-five (25%) (\$11,250) shall be included in the Net
7 Settlement Fund distributed to Aggrieved Employees.

8 **28. Final Approval Hearing and Entry of Final Judgment.**

9 Upon expiration of the Response Deadline, with the Court's permission, the Final Approval
10 Hearing shall be conducted to determine final approval of the Settlement along with the amount
11 properly payable for: (i) the Class Counsel Award; (ii) the General Release Payment; (iii) Individual
12 Settlement Payments; (iv) the Settlement Administrator Costs; and (v) PAGA Settlement Amount.

13 **29. Final Approval Order.**

14 Plaintiff will request that the Court enter, after the Final Approval Hearing, a Final Approval
15 Order. Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this
16 Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry
17 out the provisions of this Agreement.

18 **30. Nullification of Settlement Agreement.**

19 In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies
20 final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as provided herein;
21 or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall
22 be null and void and any order or judgement entered by the Court in furtherance of this Settlement
23 shall be treated as void from the beginning. If one or more of such events occur causing the
24 Settlement Agreement to become null and void, the Parties shall proceed in all respects as if this
25 Agreement had not been executed, except that any fees already incurred by the Settlement
26 Administrator shall be paid by the party terminating the Settlement or Defendant will be solely
27 responsible for the costs incurred for the settlement administration should it exercise its' option to
28 nullify this agreement. The return of any paid Settlement funds to Defendant shall occur no later than

1 five (5) business days after one or more of the triggering events leading to nullification occurs. In
2 the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought,
3 administration of the Settlement shall be stayed pending final resolution of the appeal or other
4 appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of
5 the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid
6 to the Settlement Administrator by Defendant within thirty (30) days of said notification.

7 **31. Class and PAGA Period Adjustment.**

8 The Gross Settlement Amount is based on Defendant's representation that as of August 6,
9 2022 the Class Members worked a total of 103,574 Workweeks from July 26, 2018 to August 6,
10 2022 ("Represented Workweeks"). Should the Represented Workweeks worked by the Class
11 Members ultimately increase by more than 15% of what was represented at the mediation (i.e., by
12 more than 10,357 Workweeks, or in other words, if the Workweeks worked between July 26, 2018
13 to April 1, 2023 exceed 119,110, Defendant, at its option, can either choose to: (1) cut off the end
14 date for the class releases as of the date on which the number of workweeks reaches 119,110, or (2)
15 increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in
16 number of workweeks worked by the Class Members above the 15% (i.e., if there was 20% increase
17 in the number workdays during the Class Period, Defendant would agree to increase the Settlement
18 Fund by 5%).

19 **32. No Effect on Employee Benefits.**

20 Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement
21 shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or
22 calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of
23 Plaintiff or Settlement Class members.

24 **33. No Admission by Defendant.**

25 Defendant denies any and all claims alleged in this Lawsuit and denies all wrongdoing
26 whatsoever. This Agreement is not a concession or admission, and shall not be used against
27 Defendant as an admission or indication with respect to any claim of any fault, concession, or
28 omission by Defendant.

1 **34. Exhibits and Headings.**

2 The terms of this Agreement include the terms set forth in any attached Exhibits, which are
3 incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are
4 an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this
5 Agreement are inserted for convenience of reference only and do not constitute a part of this
6 Agreement.

7 **35. Interim Stay of Proceedings.**

8 The Parties agree to stay all proceedings in the Action, except such proceedings necessary to
9 implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the
10 Court. Defendant will not be obligated to file an answer to the Complaint.

11 **36. Amendment or Modification.**

12 This Agreement may be amended or modified only by a written instrument signed by counsel
13 for all Parties or their successors-in-interest.

14 **37. Entire Agreement.**

15 Apart from the short-form Memorandum of Agreement that was executed on or about March
16 1, 2023, which the Parties specifically agree to integrate herein, this Agreement and any attached
17 Exhibits constitute the entire Agreement among these Parties, and no oral or written representations,
18 warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits
19 other than the representations, warranties, and covenants contained and memorialized in the
20 Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the
21 representations and warranties herein and not based on any promises, representation, and/or
22 warranties not found herein.

23 **38. Authorization to Enter into Settlement Agreement.**

24 Counsel for all Parties warrant and represent they are expressly authorized by the Parties
25 whom they represent to negotiate this Agreement and to take all appropriate actions required or
26 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
27 execute any other documents required to effectuate the terms of this Agreement. The Parties and
28 their counsel will cooperate with each other and use their best efforts to effect the implementation of

1 the Settlement. In the event the Parties are unable to reach agreement on the form or content of any
2 document needed to implement the Settlement, or on any supplemental provisions that may become
3 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
4 to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent
5 and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff
6 represents and warrants that he is authorized to sign this Agreement and that he does have not
7 assigned any claim, or part of a claim, covered by this Settlement to a third-party.

8 **39. Binding on Successors and Assigns.**

9 This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns
10 of the Parties hereto, as previously defined.

11 **40. California Law Governs.**

12 All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted
13 according to the laws of the State of California.

14 **41. Counterparts.**

15 This Agreement may be executed in one or more counterparts. All executed counterparts and
16 each of them shall be deemed to be one and the same instrument.

17 **42. Jurisdiction of the Court.**

18 The Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
19 implementation and enforcement of the terms of this Agreement and all orders and judgments entered
20 in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the
21 Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this
22 Agreement and all orders and judgments entered in connection therewith.

23 **43. Invalidity of Any Provision.**

24 Before declaring any provision of this Agreement invalid, the Court shall first attempt to
25 construe the provisions valid to the fullest extent possible consistent with applicable precedents so
26 as to define all provisions of this Agreement valid and enforceable.

27 **44. Publicity.**

28 Plaintiff and Class Counsel agree not to disclose or publicize this Settlement, including the

fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential Settlement Class Members and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, website or social media post, or any other medium, with any person or entity concerning the Settlement, including the fact of the settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

45. Notice of Settlement to LWDA.

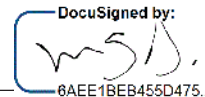
Plaintiff will provide submit this Agreement and proposed settlement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code Section 2699(1)(2) at the same time that it is submitted to the Court for preliminary approval.

WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class members, and Defendant has executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: 7/11/2023

By:

DocuSigned by:

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Mark D. Taft

Dated:

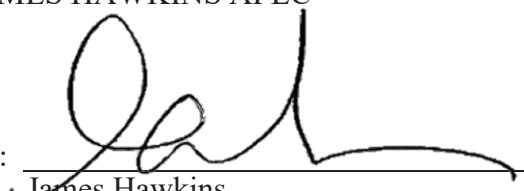
By:

SALADINO'S, INC.

APPROVED AS TO FORM:

1 DATED: 7/11/2023

JAMES HAWKINS APLC

2
3
4 By: 

James Hawkins,
Gregory Mauro
Michael Calvo
Lauren Falk
Ava Issary

5
6
7
8 Attorneys for Plaintiff and Proposed Class

9
10 DATED:

MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

11
12
13 By: /s/

Christina C. Tillman
Ella A. Moberg

14
15 Attorneys for Defendant
16 SALADINO'S, INC.

fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential Settlement Class Members and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, website or social media post, or any other medium, with any person or entity concerning the Settlement, including the fact of the settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

45. Notice of Settlement to LWDA.

Plaintiff will provide submit this Agreement and proposed settlement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code Section 2699(l)(2) at the same time that it is submitted to the Court for preliminary approval.

WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class members, and Defendant has executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: _____

By: _____

Mark D. Taft

Dated: 7/13/2023

By: 

SALADINO'S, INC.

APPROVED AS TO FORM:

1 DATED:

JAMES HAWKINS APLC

2
3
4 By: /s/
5 James Hawkins,
6 Gregory Mauro
7 Michael Calvo
8 Lauren Falk
9 Ava Issary

Attorneys for Plaintiff and Proposed Class

10 DATED: July 14, 2023

MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

11
12
13
14 By: /s/ 
15 Christina C. Tillman
16 Ella A. Moberg

17 Attorneys for Defendant
18 SALADINO'S, INC.
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Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

MARK D. TAFT, individually and on behalf of all others similarly situated, Plaintiff, v. SALADINO’S INC., a California Corporation; and DOES 1-50, inclusive, Defendants.	Case No. 34-2021-003049595 NOTICE OF CLASS ACTION SETTLEMENT JUDGE: LAURI A. DAMRELL DEPT: 28
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the following case entitled: (1) *Mark D. Taft v. Saladino’s Inc.*, Case No. 34-2021-003049595 and (2) *Mark D. Taft v. Saladino’s* Case No. 34-2021-00310936 (herein referred as “The Lawsuits”). You are receiving this notice because the records of Saladino’s Inc., (“Defendant” or “Saladino’s”) indicate that you are a current or former non-exempt employee that falls within the following proposed “Class”, which is defined as:

All non-exempt employees that worked for Defendant in California between July 26, 2018 through April 1, 2023 (the “Class”).

This is **not** a notice of a lawsuit against you. **You are not being sued.** The Lawsuit was brought on behalf of all persons who are members of the Class (“Class Members”), for their benefit. Your participation, or non-participation, in the Settlement will not affect your employment with Saladino’s in any way whatsoever.

The Court has ordered that this notice be sent to you because Saladino’s records indicate that you are a Class Member. The purpose of this notice is to inform you of the proposed Settlement of the Lawsuits. The notice is also intended (i) to describe the Settlement, including how the Net Settlement Fund will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

This Class and Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) encompasses the actions (1) *Mark D. Taft v. Saladino’s Inc.*, and Case No. 34-2021-003049595 and (2) *Mark D. Taft v. Saladino’s* Case No. 34-2021-00310936.

The Lawsuits alleged various wage and hour causes of action premised on alleged violations of the California Labor Code including the failure to: pay minimum wages, overtime wages, failure to provide meal periods, failure to provide rest periods, failure to timely pay wages, failure to pay wages during employment, failure to provide accurate wage statements, failure to reimburse business expenses incurred, failure to keep requisite payroll records, for unlawful deductions, for issuing payment of wages in non-Labor Code compliant instruments, for unfair competition, and for civil penalties pursuant to the Private Attorney’s General Act.

Saladino’s maintains that it has complied with all applicable state and federal laws. Saladino’s denies any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits. Saladino’s agreed to the terms of the Settlement in order to avoid the time and expense associated with litigation.

For the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Saladino’s have negotiated a settlement whereby Saladino’s has agreed to pay Four Hundred-Fifty Thousand Dollars (\$450,000.00) to resolve the Lawsuits, and Class Members will be eligible to receive a portion of this amount. This Settlement is **not** an admission by Saladino’s of any liability.

III. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties’ Settlement, the following will occur if the Settlement is given final approval by the Court:

A. Saladino’s will pay Four Hundred-Fifty Thousand Dollars (\$450,000.00) to settle the claims of all Class Members who do not timely opt-out.

B. A Settlement Administrator has been appointed by the Court to administer the Settlement. The Settlement Administrator will pay from the Four Hundred-Fifty Thousand Dollars (\$450,000.00): (1) Plaintiff’s counsel’s attorneys’ fees of the litigation, up to the amount of \$150,000.00; (2) Plaintiff’s counsels’ litigation costs, up to the amount of \$25,000.00; (3) The expenses of administering the Settlement, estimated at approximately \$25,000.00; (4) a General Release Payment to Plaintiff in the amount of \$10,000.00; and (5) \$33,750.00 to the California Labor & Workforce Development Agency (LWDA), representing 75% of the \$45,000.00 allocated to the settlement of Plaintiff’s claim for penalties under PAGA. The remainder of the \$450,000.00, currently estimated to be at least \$195,000.00, will be available to be distributed to all Class Members; this amount is called the “Net Settlement Fund”.

C. The Net Settlement Fund to be distributed to the Class Members will be divided as follows: Individual Settlement Payments will be paid from the Net Settlement Fund pursuant to the settlement formula. The Net Settlement Fund shall be divided among the Settlement Class Members on a pro-rata basis based on the following: (i) using the Class Information, the Settlement Administrator will compute the total number of workweeks of all Class Members collectively during the Class Period; this sum shall be known as the “Compensable Work Weeks”; (ii) the Settlement Administrator will divide the Net Settlement Fund by the

Compensable Workweek total to determine the settlement value for each workweek (the “Workweek Value”); and (iii) the Settlement Administrator will multiply the number of workweeks of a Class Member during the Class Period by the Workweek Value to determine that Class Member’s Individual Settlement Payment.

Each Class Member’s workweeks shall be calculated by Saladino’s from its records. Settlement payments will be allocated one-third (1/3) wages, one-third (1/3) interest, and one-third (1/3) penalties. Each recipient of any monies paid in accordance with this Settlement Agreement is responsible for any taxes associated with the monies received by each recipient.

D. If the Court grants final approval of the Settlement and you do not opt-out of the Settlement, then you will release Saladino’s and any parent, subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof, (collectively the “Released Parties”) from:

Any and all claims during the time period of July 20, 2018 through April 1, 2023, alleged in either or both civil Complaints or those that could have been brought based on the claims asserted in the operative civil Complaints and/or the LWDA letter including the following: 1) failure to provide meal periods; 2) failure to provide rest periods, 3) failure to pay wages (including overtime or minimum wages based on theories of alleged off-the-clock work, miscalculation of the regular rate of pay for overtime, meal period or rest break premium wages and paid sick leave), 4) making unlawful deductions from earned wages without authorization; 5) failure to pay all wages due to discharged and quitting employees; 6) failure to furnish accurate itemized wage statements; 7) failure to reimburse for necessary business expenses; 8) engaging in unfair business practices.

IV. WHAT ARE MY OPTIONS?

A. *You may accept your share of the \$450,000.00 settlement and be bound by the release of all claims described above and all other terms of the Settlement Agreement as approved by the Court. In order to receive your Individual Settlement Payment, you do not need to do anything.*

Based on Saladino’s internal records, which will be presumed to be correct unless evidence to the contrary is timely submitted to the Settlement Administrator, as set forth in Section III ¶ 33:

Saladino’s records reflect that you worked for Saladino’s in California for <<WorkWeeks>> weeks during the Class Period, and your estimated gross Individual Settlement Share is <<estAmount>>. This is an estimated number and may change based on the Settlement Administrator’s final calculation of the Net Settlement Amount.

The Individual Settlement Payments will be paid by check after the Settlement is given final approval by the Court. Your check will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for 180 days from the date on which it is mailed. If any Class Member’s Individual Settlement Payment check is not cashed within 180 days after it is mailed, or an envelope mailed to a Class Member is returned and no forwarding address can be located, then any such amounts shall be transmitted to the State of California Unclaimed Property division.

B. You may opt out of the Settlement, and thus not participate in it, in which case you will not receive your Individual Settlement Payment and you will not be bound by the terms of the Settlement. In order to opt out, you must send a written request for exclusion by United States mail to the Settlement Administrator, APEX Class Action Administrators, [insert address], by no later than [date] (45 calendar days after mailing of this notice, the “Response Deadline”). In order to be considered valid, your request for exclusion **must** be in writing and: (1) contain the name and address of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. If you elect to Opt- Out you will not be able to participate in the settlement, and will not receive a share of the settlement proceeds.

C. You may dispute the Calculations of Your Individual Settlement Payment. In order to dispute the amount of your Individual Settlement Payment, and the number of workweeks used to calculate the Individual Settlement Payment, you must send a written dispute by United States mail to the Settlement Administrator, APEX Class Action Administrators, [insert address], by no later than [date] (45 calendar days after mailing of this notice). In order to be considered, your dispute **must** be (1) timely; and (2) accompanied by records or documentation supporting your position such as wage statements, W2 forms, time records, calendars, memoranda, emails, or any other type of documentation. In response to any timely dispute, the Settlement Administrator will use Saladino’s records and any information you provide to resolve any dispute about your workweek data.

D. You may object to the Settlement. The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your Individual Settlement Payment based on your number of credited workweeks and will issue and mail you a check.

B. It is important for the Settlement Administrator and the parties to the Lawsuits to have your current address in order to be able to send you other mailings regarding the Lawsuits. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your Individual Settlement Amount.

VII. HEARING ON PROPOSED SETTLEMENT

A Final Fairness Hearing, at which the Court will decide whether or not the proposed settlement is fair, reasonable, and adequate, will be held on _____, at _____ a.m., in Department 28 of the Sacramento County Superior Court, 720 9th Street, Sacramento, California 95814. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

A. You may object to the proposed Settlement as unfair, unreasonable, and/or inadequate or believe the Settlement should not be finally approved for any reason. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement.

B. Any objection to the Settlement must be in writing. All written objections and supporting papers must include the following: (i) the full name and signature of the objecting Class Member; (ii) be submitted to the Settlement Administrator; (iii) set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Settlement is not in the best interest of the Class and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection; (v) state whether the objecting Class Member is represented by counsel, and identify any such counsel; (vi) be filed or postmarked on or before [insert Objection Deadline] (45 days after mailing of this Notice). If you do decide to file your written objections and supporting papers in person, please visit the Court's website at <https://www.saccourt.ca.gov/>, for the most current information about in-person access to the Court.

The Court retains final authority with respect to the consideration and admissibility of any objections. Counsel for the Parties shall file any response to any objections at least ten (10) court days before the date of the Final Fairness and Approval Hearing.

However, if you do not opt out of the Settlement you may appear at the final approval hearing and voice an objection, whether or not you submit a prior written objection.

C. If you do not object in this manner as described, you will have given up your right to object to the Settlement. If you file an objection, you do not have to come to the Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You may also pay your own lawyer to appear in Court on your behalf.

D. If you do not make your objection in the manner provided for in this notice, you will be deemed to have waived such objection and shall forever be barred from making any objection to or appealing the fairness, reasonableness, or adequacy of the Settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the Settlement. For more detailed information you may review Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and all other settlement related documents and motions, which are posted for your review at www.xxxx.com. Additionally, all papers filed in the Lawsuits, including Plaintiff's Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions may be examined by accessing the Court docket, Case Number 34-2021-003049595, in this case through the Court's online services system, at <https://www.saccourt.ca.gov/>. There may be a fee required to review the materials via the online court system. Additionally, all papers filed in the Lawsuits, including Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions are on file with the Clerk of the Court, Case Number 34-2021-003049595, which is located in the office of the Clerk of the Los Angeles Superior Court, Spring Street Courthouse, 720 9th Street, Sacramento, California 95814 and is available for viewing during regular office hours (Mon.–Fri., 8:30 a.m.-12:30p.m., excluding holidays). However, please visit the Court's website at <https://www.saccourt.ca.gov/> for the most current information about in-person access to the Court.

If you have any questions, you can call the Settlement Administrator at 1-xxx-xxx-xxxx or any of the attorneys representing the Class (see below for Class Counsel's phone number).

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**PLEASE DO NOT CALL OR OTHERWISE ATTEMPT TO CONTACT THE
COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT**
