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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

MACKENSIE BIDDLE, JESSA
NALUZ, EVANGELINE D. GASTON,
individually, and on behalf of other
members of the general public similarly
situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General
Act;

Plaintiffs,

vs.

C & J CLARK RETAIL, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 8:24-cv-01131-JWH-ADS

Honorable John W. Holcomb
Courtroom 9D

CLASS ACTION

**CORRECTED DECLARATION OF
HELENE MAYER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Amended Notice of Motion
and Motion for Preliminary Approval of
Class Action Settlement; Corrected
Memorandum of Points and Authorities;
Corrected Declaration of Proposed
Class Counsel (Vadang J. Patel);
Corrected Declarations of Proposed
Class Representatives (Mackensie
Biddle, Jessica Naluz, and Evangeline D.
Gaston); and [Proposed] Order filed
concurrently herewith]

Date: April 25, 2025

Time: 9:00 a.m.

Courtroom: 9D

Complaint Filed: July 16, 2019

Action Removed: August 12, 2019

FAC Filed: August 21, 2019

SAC Filed: November 15, 2019

4AC Filed: May 28, 2024

Trial Date: None Set

DECLARATION OF HELENE MAYER

I, Helene Mayer, hereby declare as follows:

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

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

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

3. Edwin Aiwazian is a Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999

1 and earned a Juris Doctor degree from Pepperdine University School of Law in May
2 of 2004. He has extensive formal training in dispute resolution and negotiation from
3 the Straus Institute for Dispute Resolution as part of its Masters in Dispute
4 Resolution degree program. In addition, he has previously served as a pro bono
5 mediator for the Los Angeles County Superior Court. In October of 2000, he
6 obtained a Litigation Paralegal Certificate from the UCLA Extension Program.
7 During the summer of 2000, he studied Legal Writing at Harvard University. From
8 approximately September 2002 to approximately December 2002, he served as a
9 Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court
10 of Appeals for the Ninth Circuit. From approximately June 2002 to approximately
11 August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the
12 California Court of Appeal for the Second Appellate District. In December of 2004,
13 he obtained a license to practice law from the California State Bar. For over a
14 decade, through his work at Lawyers *for* Justice, PC, he has almost exclusively
15 focused on the prosecution of consumer and employment class actions, involving
16 wage-and-hour claims, race discrimination, unfair business practices, or consumer
17 fraud. Together with other attorneys at the firm, and in many cases in conjunction
18 with co-counsel, he has successfully litigated cases involving the executive,
19 administrative, and other overtime exemptions to the State of California and federal
20 overtime compensation requirements. Under his supervision, Lawyers *for* Justice,
21 PC has successfully obtained class certification by contested motion practice in
22 approximately fifteen (15) cases in the last decade, and litigated over 1,000 class
23 action or representative action cases.

24 4. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She
25 received a Bachelor of Arts degree from California State University, Los Angeles in
26 2006, a Master of Science degree from the London School of Economics in 2007,
27 and a Juris Doctor degree from Georgetown University Law Center in 2010. She is
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1 admitted to practice in California (since 2010) and in New York (since 2013) and is
2 also admitted to practice in all U.S. District Courts in California, the U.S.
3 Bankruptcy Court for the Central District of California, and the U.S. Supreme Court.
4 She has taken and defended dozens of depositions and successfully handled motion
5 practice in class action cases regarding discovery (including and not limited to,
6 regarding class contact information), class certification (both contested class
7 certification and stipulated class certification), arbitration agreements, coordination,
8 intervention. She has successfully handled briefing and oral argument on appeal and
9 obtained notable decisions regarding the Private Attorneys General Act and
10 employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall*
11 *Supply*, (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert.
12 denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8
13 Cal.5th175 (2019). She also has extensive experience with class action and/or
14 representative action settlements. Under her and Edwin Aiwazian's supervision, the
15 firm has handled the class certification and court approval process for hundreds of
16 class action and/or representative action matters that have successfully resolved.
17 She is a member of the California Employment Lawyers Association.

18 5. I, Helene Mayer, am a Member of Lawyers for Justice, PC. I received
19 my Bachelor of Arts degree from University of San Diego in 2017, and I earned my
20 Juris Doctor degree from University of San Diego School of Law in 2020. I was
21 admitted to practice law in California in 2021. I am admitted to practice before all
22 courts of the State of California and all U.S. Federal District Courts in the State of
23 California. I have worked on wage-and-hour class action and PAGA representative
24 cases, and my work has included, inter alia, researching and drafting pleadings,
25 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
26 and settlement agreements, and making court appearances. Prior to working at
27 Lawyers for Justice, PC, I worked at law firms focused primarily on family law
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1 matters, including, inter alia, representing clients in divorce, parentage, child
2 custody, and domestic violence restraining order proceedings, researching, and
3 drafting pleadings, negotiating and finalizing marital settlement agreements,
4 engaging in motion practice, and making court appearances.

5 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE**
6 **SETTLEMENT**

7 7. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of
8 Class and Representative Action Settlement and Release (“Settlement,” “Agreement,”
9 or “Settlement Agreement”) entered into by and between Plaintiffs Mackensie
10 Biddle, Jessica Naluz, Evangeline D. Gaston (collectively, “Plaintiffs”), on the one
11 hand, and Defendant C & J Clark Retail, Inc. (“Defendant”), on the other hand
12 (collectively, the “Parties”). The Parties and their counsel have approved the
13 proposed Notice of Class and Representative Action Settlement (“Notice Packet”),
14 which is attached to the Settlement Agreement as “Exhibit A” and respectfully
15 request that the Court approve it as well.

16 8. Based on information provided by Defendant, the Class is estimated to
17 consist of approximately 2500 individuals.

18 9. The effectiveness of Lawyers *for* Justice, PC and Bibiyan Law Group,
19 P.C. (“Class Counsel”) in prosecuting this matter has translated into tangible
20 monetary benefits in the following respects: (1) Class Members, the State of
21 California, and PAGA Aggrieved Employees recover over a reasonably short period
22 of time as opposed to waiting additional years for the same, or possibly worse,
23 result; (2) a guaranteed result that compares favorably with other complex wage and
24 hour class and/or representative action settlements of similar type given the strengths
25 and weaknesses of the case; and (3) significant savings in attorneys’ fees and/or
26 costs that would have only increased significantly had the case progressed through
27 certification, trial, and/or appeals.

1 10. Class Counsel have litigated the case for five years and were actively
2 preparing the matter for class certification and trial. The Parties have engaged in
3 extensive settlement negotiations and participated in two formal, mediations
4 conducted by David A. Rotman, Esq., a well-respected mediator experienced in
5 mediating complex labor and employment matters. Prior to and during the
6 mediation and settlement discussions, the Parties exchanged extensive information
7 and engaged in discussions regarding their evaluations of the case and various
8 aspects of the case, including but not limited to, the risks and delays of further
9 litigation, the risks to the Parties of proceeding with class certification and/or
10 representative adjudication, the law relating to off-the-clock theory, meal and rest
11 periods, wage-and-hour law and enforcement, and PAGA representative actions, as
12 well as the evidence produced and analyzed, and the possibility of appeals, among
13 other things. During all settlement discussions, the Parties conducted their
14 negotiations at arm's length in an adversarial position. Arriving at a settlement that
15 was acceptable to all Parties was not easy. Defendant and its counsel felt strongly
16 about their ability to prevail on the merits and at certification, and Plaintiffs and
17 Class Counsel believed that they would be able to obtain class certification and
18 prevail at trial. After conducting investigations, formal and informal discovery, and
19 exchange of information, extensive settlement negotiations, and with the aid of the
20 mediator's evaluation, the Parties have agreed that the matter is well-suited for
21 settlement given the legal issues relating to Plaintiffs' principal claims, as well as the
22 costs and risks to both sides that would attend further litigation. The Settlement is a
23 fair, reasonable, and adequate resolution of Plaintiffs' and the Settlement Class
24 Members' Released Class Claims, with respect to Defendant and the Released
25 Parties, for the Class Period, and resolution of Plaintiffs' and PAGA Aggrieved
26 Employees' Released PAGA Claims, with respect to Defendant and the Released
27 Parties, for the PAGA Period.

11. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the action for class certification and trial. Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiffs, and other sources. Class Counsel served multiple sets of formal written discovery requests (specifically, Requests for Production of Documents (Set One) and Interrogatories (Sets One and Two)) and notices of deposition of Defendant's Person Most Knowledgeable designees (with accompanying requests for production of documents) on Defendant. Plaintiffs and Class Counsel also prepared and provided Initial Disclosures to Defendant, and reviewed Defendant's Initial Disclosures. The volume of data and documents that Plaintiffs' Counsel reviewed and analyzed included and was not limited to: Plaintiffs' employment records, Class Members' time data, a detailed sampling of Class Members' payroll data, class datapoints, Defendant's Employee Handbook, checklists, acknowledgements, Defendant's operations and employment practices, procedures, and policies, forms, among other information and documents. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, jurisdiction, discovery, and the production of documents and data prior to the mediation. Plaintiffs' Counsel also drafted pleadings, and the mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

12. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, off-the-clock theory, meal and rest periods, representative PAGA claims, wage-and-hour enforcement, Plaintiffs' claims and damages, and

1 Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's
2 analysis, the result achieved in this litigation is fair, adequate, and reasonable.

3 13. The Settlement provides for a Maximum Settlement Amount of Three
4 Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$3,250,000.00). The
5 Net Settlement Amount is the Maximum Settlement Amount less the following
6 amounts subject to approval by the Court: Attorneys' Fees and Cost, Class
7 Representative Enhancement Payments, Settlement Administration Costs, and the
8 PAGA Allocation. Assuming that the amounts allocated under the Settlement
9 toward these payments are awarded by the Court, the Net Settlement Amount that
10 will be available for distribution to Settlement Class Members is currently estimated
11 to be One Million Seven Hundred Seventy Thousand Dollars and Zero Cents
12 (\$1,770,000.00). Additionally, 25% of the PAGA Allocation, which is \$67,250.00
13 out of \$269,000.00, will be distributed to the PAGA Aggrieved Employees ("PAGA
14 Aggrieved Employees' Portion"). The Maximum Settlement Amount will be fully
15 distributed in accordance with the terms of the Settlement and there is no reversion
16 to Defendant.

17 14. The Parties have agreed to retain Simpluris, Inc. ("Settlement
18 Administrator" or "Simpluris") to handle the notice and settlement administration
19 process. The Parties respectfully request that the Court appoint Simpluris to handle
20 these procedures and serve as the Settlement Administrator. Defendant will provide
21 the Settlement Administrator with a list of Class Members that Defendant will
22 compile from its records, which will include each Class Member's full name, most
23 recent known mailing address and telephone number, Social Security number, dates
24 of employment as an hourly-paid or non-exempt employee of Defendant in
25 California during the Class Period and Workweeks during the Class and PAGA
26 Period (collectively referred to as "Class List"), and the Settlement Administrator
27 will calculate each Class Member's estimated *pro rata* share of the Net Settlement
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1 Amount (“Individual Settlement Share”) and each PAGA Aggrieved Employee’s
2 estimated *pro rata* share of the PAGA Aggrieved Employees’ Portion (“Individual
3 PAGA Payment”). The Settlement Administrator will also receive Requests for
4 Exclusions, Notices of Objection, and Workweek Disputes; provide necessary
5 reports and declarations; calculate, subtract, and transmit necessary taxes and
6 withholdings; prepare and submit informational and other tax filings and documents;
7 issue and transmit all payments provided for by the Settlement, including and not
8 limited to, mailing Individual Settlement Payments to Settlement Class Members
9 and mailing Individual PAGA Payments to PAGA Aggrieved Employees; and
10 perform any other usual and customary duties for administering a class action
11 settlement. The Settlement Administration Costs are currently estimated not to
12 exceed Sixteen Thousand Dollars and Zero Cents (\$16,000) and will be paid out of
13 the Maximum Settlement Amount, subject to approval of the Court.

14 15. Based on investigation and information discovered, Class Counsel
15 believe that there is sufficient evidence to support the allegations made in the
16 lawsuit, including the allegations that Defendant, with respect to Plaintiffs and the
17 Class Members, *inter alia*, failed to properly pay overtime and minimum wages,
18 failed to provide compliant meal and rest periods and to pay associated premium
19 pay, failed to timely pay wages during employment and upon termination of
20 employment and associated waiting time penalties, failed to provide compliant wage
21 statements, failed to maintain requisite payroll records, and failed to reimburse
22 necessary business expenses, and thereby engaged in unfair business practices and
23 conduct giving rise to civil penalties recoverable under the Private Attorneys
24 General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiffs also
25 asserted that Class Members were expected to perform similar job duties and were
26 subject to the same or similar operations and employment policies, practices, and
27 procedures. Additionally, Plaintiffs asserted that Defendant’s recordkeeping
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1 practices with respect to Plaintiffs and Class Members were substantially the same
2 during the time period at issue. As a result of said alleged uniform practices,
3 Plaintiffs claim that Class Members were not paid all of the compensation that was
4 owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the
5 outcome of this litigation would be determined by Defendant's uniform operations
6 and employment practices, policies, and procedures that Plaintiffs allege applied
7 across Defendant's hourly-paid or non-exempt employees who worked in the State
8 of California during the relevant time period.

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

20 17. Defendant, on the other hand, denied and continues to deny any liability
21 and wrongdoing of any kind associated with the allegations in the lawsuit, and
22 further denies that the lawsuit is appropriate for class treatment or representative
23 adjudication for any purpose other than the Settlement. Defendant believes that it
24 would ultimately succeed in the matter. Both sides have also had the opportunity to
25 investigate and consider the facts and circumstances surrounding Plaintiffs' and
26 Class Members' employment with Defendant, and Defendant's operations and
27 employment policies, practices, and procedures. The Parties also reviewed and
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1 analyzed a volume of documents and data, including but not limited to Class
2 Members' payroll data and a detailed sampling of Class Members' time data, to
3 determine the potential value and strength of the claims. The available information
4 enabled Class Counsel to assess and value the class and PAGA claims and prepare
5 violation, damages, and penalties analyses and models. Accordingly, the Parties
6 have conducted adequate investigation and discovery to be sufficiently informed of
7 the nature and extent of the class and PAGA claims, and to enable both sides to fully
8 evaluate the Settlement for its fairness, adequacy, and reasonableness. The
9 Settlement takes into account the strengths and weaknesses of each side's position
10 and the uncertainty of how the case might have concluded at certification, trial,
11 and/or appeals.

12 18. The Settlement Agreement provides for Class Counsel to apply for
13 attorneys' fees in an amount of up to thirty-five percent (35%) of the Maximum
14 Settlement Amount, or up to One Million One Hundred Thirty-Seven Thousand Five
15 Hundred Dollars and Zero Cents (\$1,137,500.00), and expenses and costs in an
16 amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00),
17 which will be paid out of the Maximum Settlement Amount, subject to approval by
18 the Court. It should be noted that Class Counsel have borne all of the risks and costs
19 of litigation and will not receive any compensation until recovery is obtained.

20 19. The Settlement Agreement provides for payment of up to Seven
21 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each Plaintiff (total,
22 \$22,500.00) as Class Representative Enhancement Payments, to be paid out of the
23 Maximum Settlement Amount subject to approval by the Court. Plaintiffs spent
24 considerable time and effort to produce relevant documents and past employment
25 records and to provide the facts and evidence necessary to attempt to prove the
26 allegations. Plaintiffs were available whenever Class Counsel needed them, and
27 actively tried to obtain information that would facilitate the pursuit of the class and
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1 PAGA claims. For example, Plaintiffs spent numerous hours speaking with Class
2 Counsel about their claims, describing their work experiences with Defendant, and
3 gathering and providing documents. Accordingly, it is appropriate and just for
4 Plaintiffs to receive Class Representative Enhancement Payments, in addition to
5 their Individual Settlement Payments and/or Individual PAGA Payments, for
6 services performed in the matter on behalf of the Class, State of California, and
7 PAGA Aggrieved Employees.

8 ESTIMATE OF THE VALUE OF THE CLAIMS

9 20. Plaintiffs allege that Defendant has violated the California Labor Code,
10 California Business and Professions Code, and the Fair Labor Standards Act, and
11 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and
12 systematic scheme of wage abuse against Plaintiffs and the Class Members,
13 including *inter alia*, failing to properly compensate overtime and minimum wages,
14 failing to provide compliant meal and rest periods and associated premium pay,
15 failing to timely pay wages during employment, failing to timely pay wages upon
16 termination and associated waiting-time penalties, failing to provide compliant wage
17 statements, failing to maintain requisite payroll records, and failing to reimburse
18 necessary business expenses. Plaintiffs further contend that Defendant's
19 aforementioned conduct constitutes unfair business practices (under the California
20 Business and Professions Code ("UCL")) and gives rise to civil penalties recoverable
21 under PAGA.

22 21. Based on data provided by Defendant and extrapolated by Plaintiffs, the
23 total number of Class Members during the period from July 16, 2015 to April 14,
24 2022 ("relevant time period") was estimated to be approximately 2,473 individuals
25 who worked an estimated total of 128,157 workweeks with an average hourly rate of
26 pay of \$13.04.

22. Plaintiffs contended that Defendant required Class Members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiffs contended that Defendant failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiffs also contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted, that Class Members were discouraged from taking full, uninterrupted, off-duty rest breaks and were required to remain readily available to assist with work tasks, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged that Defendant intentionally and willfully failed to pay Plaintiffs and Class Members all wages due to them while they were employed by Defendant, within the time period permissible under California law, and that Defendant failed to pay all wages due upon termination, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiffs contended that, based on the violations described herein, the wage statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Finally, Plaintiffs contended that Defendant failed to reimburse Plaintiffs and the other Class Members for necessary business expenses, including, but not limited to, the costs of complying with Defendant's dress code, use of personal vehicles for deposit duties, and the costs for usage of personal cell phones for work duties.

23. Class Counsel considered Defendant's arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that Defendant paid Class Members over the California minimum wage for all hours worked, that Defendant correctly paid overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due and owing at the time of termination or resignation, that

1 Plaintiffs and Class Members suffered no actual injury from the alleged wage
2 statement violations and that this alleged violation and the alleged recordkeeping
3 violation are entirely derivative of the other causes of action, and that a policy and
4 practice of reimbursing employees for necessary business-related expenses exists.
5 Class Counsel also considered the likelihood of Plaintiffs' success in establishing
6 that any of provisions of the California Labor Code, on which the civil penalties
7 under PAGA and the UCL claim are predicated, were violated and that such
8 violations were injurious and/or warranted imposition of civil penalties. Class
9 Counsel also considered that trial courts have wide discretion when assessing
10 penalties under PAGA, and that it could be determined that individual liability issues
11 predominate (e.g., due to purported variation in shifts, locations, job duties, and
12 other circumstances which could raise individualized questions of fact) and could
13 pose challenges to certification, manageability, and the merits of Plaintiffs' claims.

14 24. Class Counsel considered information, data, and documents obtained
15 from Plaintiffs, Defendant, and other sources, and created violation, damages, and
16 penalties valuations and models prior to reaching the Settlement. Based thereon,
17 Plaintiffs calculated the potential value of the claims. However, the potential value
18 of each claim assumed an exposure based on the above-captioned action having been
19 certified and Plaintiffs having proven all elements of the claims and entitlement to
20 monetary recovery in the above-captioned action (on a class-wide and a
21 representative basis), despite risks associated with obtaining and maintaining
22 certification and demonstrating manageability, risks to establishing liability and any
23 underlying California Labor Code and IWC Wage Order violations and damages,
24 and significant additional costs that would have to be incurred in order to certify the
25 above captioned action and establish liability, damages, and penalties amounts in the
26 cases. Plaintiffs faced the risk of the Court finding that individualized issues
27 predominate, such that the cases are not suitable for class treatment. While Class
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Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$2,506,750.20 (128,157 workweeks x 1 hour of unpaid overtime wages x overtime hourly rate of \$19.56, which is based on the average hourly rate of \$13.04). At this juncture, a discount of 45% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,378,712.61), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$689,356.30), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$344,678.15).

b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$1,671,166.80 (128,157 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$13.04). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$584,908.22, a discount of 55% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$263,208.77), and a discount of 65% was applied to account for the risks associated with

1 proving the extent of damages and obtaining an award thereof (bringing
2 the value of this claim closer to \$92,123.07).

3 c. Failure to Provide Compliant Meal Periods and Associated Premiums:

4 The potential value of this claim was estimated to be \$3,342,333.59
5 (128,157 workweeks x 2 meal period premium x average hourly rate of
6 \$13.04). At this juncture, a discount of 50% was applied to account for
7 the risks associated with obtaining and maintaining class certification
8 (bringing the value of this claim closer to \$1,671,166.80), a discount of
9 55% was applied to account for the risks associated with succeeding on
10 the merits and establishing liability (bringing the value of this claim
11 closer to \$752,025.06), and a discount of 50% was applied to account
12 for the risks associated with proving the extent of damages and
13 obtaining an award thereof (bringing the value of this claim closer to
14 \$378,012.53).

15 d. Failure to Provide Compliant Rest Periods and Associated Premiums:

16 The potential value of this claim was estimated to be \$1,671,166.80
17 (128,157 workweeks x 1 rest period premium x average hourly rate of
18 \$13.04). At this juncture, a discount of 55% was applied to account for
19 the risks associated with obtaining and maintaining class certification
20 (bringing the value of this claim closer to \$752,025.06), a discount of
21 50% was applied to account for the risks associated with succeeding on
22 the merits and establishing liability (bringing the value of this claim
23 closer to \$376,012.53), and a discount of 60% was applied to account
24 for the risks associated with proving the extent of damages and
25 obtaining an award thereof (bringing the value of this claim closer to
26 \$150,405.01).

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- 1 e. Failure to Timely Pay Wages During Employment: The value of this
2 claim is considered as a part of the valuation of the PAGA claim
3 contained infra.
- 4 f. Failure to Timely Pay Wages After Termination (and Waiting-Time
5 Penalties): Based on information and data provided by Defendant and
6 extrapolated by Plaintiffs, it was estimated that approximately 2,068
7 Class Members had been terminated during the three-year statute of
8 limitations (i.e., from July 16, 2016). Assuming that these individuals
9 were not timely paid all wages due to them upon termination, the
10 potential value of waiting-time penalties was estimated to be
11 \$6,472,522.34 collectively (2,068 individuals x [30 days x hourly rate
12 of \$13.04 x 8 hours]), or approximately \$3,129.60 per individual. At
13 this juncture, a discount of 55% was applied to account for the risks
14 associated with obtaining and maintaining class certification (bringing
15 the value of this claim closer to \$2,912,648.55), a discount of 65% was
16 applied to account for the risks associated with succeeding on the merits
17 and establishing liability (bringing the value of this claim closer to
18 \$1,019,426.99), and a discount of 65% was applied to account for the
19 risks associated with proving the extent of damages and obtaining an
20 award thereof (bringing the value of this claim closer to \$356,799.45).
- 21 g. Failure to Provide Compliant Wage Statements: The potential value of
22 this claim was calculated to be \$3,653,719.07 ([1,366 initial violations
23 x \$50 statutory penalty] + [35,854 subsequent violations x \$100
24 statutory penalty]). At this juncture, a discount of 65% was applied to
25 account for the risks associated with obtaining and maintaining class
26 certification (bringing the value of this claim closer to \$1,278,801.67), a
27 discount of 55% was applied to account for the risks associated with
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succeeding on the merits and establishing liability (bringing the value of this claim closer to \$575,460.75), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$230,184.30).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$2,819,453.19 (128,157 workweeks x \$22 unreimbursed business expenses). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$986,808.62), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$493,404.31), and a discount of 55% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$222,031.94).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$2,713,715.29 (1,392 aggrieved employees estimated to have worked during one-year statutory period x \$1,950 civil penalties).

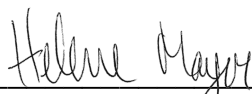
At this juncture a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$949,800.35), and a discount of 75% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$237,450.09).

25. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

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

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

3 Executed on this 17th day of March 2025, at Mooresville, North Carolina.

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5 _____
6 Helene Mayer
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EXHIBIT 1

1 **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION**
2 **SETTLEMENT AND RELEASE**

3 This Joint Stipulation of Class and Representative Action Settlement and
4 Release (“Settlement” or “Stipulation of Settlement”) is made and entered into by
5 and between Plaintiffs Mackensie Biddle (“Plaintiff Biddle”), Evangeline D.
6 Gaston (“Plaintiff Gaston”), and Jessa Naluz (“Plaintiff Naluz”) (collectively,
7 “Plaintiffs” or “Class Representatives”), as individuals and on behalf of others
8 similarly situated and the State of California with respect to aggrieved employees,
9 on the one hand, and Defendant C & J Clark Retail, Inc. (“Defendant”), on the other
10 hand. Collectively, Plaintiffs and Defendant are referred to as the “Parties,” and
11 individually as “Party.”

12 **RECITALS**

13 On or about June 11, 2019, Plaintiff Biddle to the Labor & Workforce
14 Development Agency alleging, among other things, that Defendant failed to pay
15 employees all wages owed, including overtime; failed to provide meal and rest
16 breaks; failed to pay premiums for missed meal and rest breaks; failed to provide
17 accurate wage statements; failed to keep requisite payroll records; failed to pay wages
18 timely during employment and upon termination; and failed to reimburse business
19 expenses (“Biddle LWDA Notice”). The Biddle LWDA Notice was assigned case
20 number LWDA-CM-704919-19.

21 On or about July 16, 2019, Plaintiff Biddle filed her Class Action Complaint
22 for Damages in the Superior Court of California, County of Orange, where the case
23 was assigned Case No. 30-2019-01083460-CU-OE-CXC, entitled *Mackensie Biddle*
24 *v. C & J Clark Retail, Inc.* (the “Action”), alleging the following purported causes of
25 action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
26 (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
27 Premiums); (3) Violation of California Labor Code 226.7 (Unpaid Rest Period
28 Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1

1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202
2 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204
3 (Wages Not Timely Paid During Employment); (7) Violation of California Labor
4 Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor
5 Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of
6 California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and
7 (10) Violation of California Business & Professions Code §§ 17200, *et seq.*

8 On or about August 12, 2019, Plaintiff Gaston provided written notice to the
9 LWDA and Defendant of the specific provisions of the California Labor Code that
10 were violated (“Gaston LWDA Notice”). The Gaston LWDA Notice was assigned
11 LWDA case number LWDA-CM-730707-19.

12 On or about August 12, 2019, Plaintiff Gaston filed her Class Action complaint
13 in the Superior Court of California, County of Riverside, where the case was assigned
14 Case No. RIC1904224, entitled *Evangeline D. Gaston v. C & J Clark Retail, Inc.*
15 (“Gaston Class Action”), alleging the following purported causes of action:
16 (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure
17 to Pay Due Wages at Termination; (4) Wage Statement Violations; (5) Violation of
18 Labor Code § 2802; and (6) Violation of Business and Professions Code § 17200, *et*
19 *seq.*

20 On or about August 21, 2019, Plaintiff Biddle filed a First Amended Class
21 Action Complaint for Damages & Enforcement Under the Private Attorneys General
22 Act, California Labor Code § 2698, *Et Seq.* in the Action to assert an eleventh
23 purported cause of action for Violation of California Labor Code § 2698, *et seq.*
24 (California Labor Code Private Attorneys General Act of 2004) (“PAGA”).

25 On or about August 22, 2019, Defendant removed the Action to the United
26 States District Court, Central District of California, Southern Division (“Court”),
27 pursuant to the Class Action Fairness Act (“CAFA”), where the case was assigned
28 Case No. 8:19-cv-01624-JWH-ADS.

1 On or about October 16, 2019, Plaintiff Gaston filed her Representative Action
2 Complaint in the Superior Court of California, County of Riverside, where the case
3 was assigned Case No. RIC1905210, entitled *Evangeline D. Gaston v. C & J Clark*
4 *Retail, Inc.* (“Gaston PAGA Action”), alleging the following purported causes of
5 action under PAGA: (1) Civil Penalties Under Labor Code § 226.3; (2) Civil
6 Penalties Under Labor Code § 558; (3) Civil Penalties Under Labor Code § 1197.1;
7 and (4) Civil Penalties Under Labor Code § 269.

8 On or about November 15, 2019, Plaintiff Biddle filed her Second Amended
9 Class Action Complaint for Damages & Enforcement Under the Private Attorneys
10 General Act, California Labor Code § 2698, Et Seq. in the Action.

11 On or about January 6, 2021, Plaintiff Biddle filed her Third Amended Class
12 Action Complaint for Damages & Enforcement Under the Private Attorneys General
13 Act, California Labor Code § 2698, Et Seq. in the Action.

14 On or about July 27, 2021, the parties to the Action filed a Stipulation of
15 Dismissal Without Prejudice and Tolling Agreement and [Proposed] Order on
16 Stipulation of Dismissal Without Prejudice and Tolling Agreement.

17 On or about July 29, 2021, the Court entered an Order on Stipulation of
18 Dismissal Without Prejudice and Tolling Agreement, which ordered that the Action
19 is dismissed without prejudice, and that Plaintiff shall re-file the lawsuit, if at all,
20 pursuant to Central District Local Rules 83-1.2.2 and 83-1.3.

21 On or about August 24, 2021, Plaintiff Naluz provided written notice to the
22 LWDA and Defendant of the specific provisions of the California Labor Code that
23 were violated (“Naluz LWDA Notice”). The Naluz LWDA Notice was assigned
24 LWDA case number LWDA-CM-842413-21.

25 On or about October 28, 2021, Plaintiff Naluz filed her Complaint for
26 Enforcement Under the Private Attorneys General Act, California Labor Code
27 § 2698, Et Seq. in the Superior Court of California, County of Orange, where the case
28 was assigned Case No. 30-2021-01228785-CU-OE-CXC, entitled *Jessa Naluz v. C*

1 & J Clark Retail, Inc. (“Naluz PAGA Action”), alleging a single purported cause of
2 action for violation of PAGA, based on the following allegations: (1) Failure to Pay
3 Overtime; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods;
4 (4) Failure to Pay Minimum Wages; (5) Failure to Timely Pay Wages Upon
5 Termination; (6) Failure to Timely Pay Wages During Employment; (7) Failure to
6 Provide Complete and Accurate Wage Statements; (8) Failure to Keep Complete and
7 Accurate Payroll Records; and (9) Failure to Reimburse Necessary Business-Related
8 Expenses and Costs.

9 On November 8, 2021, the Parties participated in private mediation with
10 mediator David A. Rotman, Esq. The mediation, which was the second to take place
11 in these matters, was successful. This Settlement Agreement is made and entered
12 into by and between Plaintiffs, as individuals, and on behalf of all others similarly
13 situated, and Defendant, and is subject to the terms and conditions hereof, and to the
14 approval by the United States District Court, Central District of California, Southern
15 Division in the Action after it is refiled pursuant to the Parties’ agreement adding
16 Plaintiff Gaston and Plaintiff Naluz as named plaintiffs. The Parties expressly
17 acknowledge that this Agreement is entered into solely for the purpose of
18 compromising significantly disputed claims and that nothing herein is an admission
19 of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement
20 is not approved, it will be of no force or effect, and the Parties shall be returned to
21 their original respective positions.

22 **DEFINITIONS**

23 The following definitions are applicable to this Settlement Agreement.
24 Definitions contained elsewhere in this Settlement Agreement shall also be effective:

25 1. “Action” means the action entitled *Mackensie Biddle v. C & J Clark*
26 *Retail, Inc.*, Case No 30-2019-01083460-CU-OE-CXC (Superior Court of
27 California, County of Orange), which was removed to the United States District
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1 Court, Central District of California, Southern Division, where it was assigned 8:19-
2 cv-01624.

3 2. “Actions” means, collectively, the Action, the Gaston Class Action, the
4 Gaston PAGA Action, and the Naluz PAGA Action.

5 3. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the
6 Parties and approved by the Court for Class Counsel’s litigation and resolution of the
7 Actions, and all litigation costs and expenses incurred and to be incurred by Class
8 Counsel in the Actions. Class Counsel will collectively request attorneys’ fees not
9 to exceed Thirty-Five Percent (35%) of the Maximum Settlement Amount, or up to
10 One Million One Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero
11 Cents (\$1,137,500.00). Class Counsel will also request reimbursement of Class
12 Counsel’s litigation costs and expenses, not to exceed Thirty-Five Thousand Dollars
13 and Zero Cents (\$35,000.00).

14 4. “CAFA Notice” means the notices of the Settlement Agreement to be
15 sent to the relevant government agencies as required by CAFA.

16 5. “Class Counsel” means the law firms of Lawyers *for* Justice, PC and
17 Bibiyan Law Group, P.C.

18 6. “Class List” means a complete list of all Class Members that Defendant
19 will diligently and in good faith compile from its records and provide to the
20 Settlement Administrator within sixty (60) calendar days of entry of the Court’s
21 Preliminary Approval Order. The Class List shall be formatted in Microsoft Office
22 Excel and shall include each Class Member’s full name, most recent known mailing
23 address and telephone number, Social Security number, dates of employment as an
24 hourly-paid or non-exempt employee of Defendant in California during the Class
25 Period and Workweeks during the Class and PAGA Period.

26 7. “Class Member(s)” or “Class” means all current and former hourly-paid
27 or non-exempt employees of Defendant who worked in the State of California at any
28 time during the Class Period.

1 8. “Class Period” means the period from July 16, 2015 through April 14,
2 2022.

3 9. “Class Representatives” means, collectively, Mackensie Biddle,
4 Evangeline D. Gaston, and Jessa Naluz, who will seek to be appointed as the
5 representatives for the Class.

6 10. “Class Representative Enhancement Payment(s)” means the amounts
7 agreed upon by the Parties and approved by the Court as payments to the Class
8 Representatives for their effort and work in prosecuting the Actions. Plaintiffs will
9 request that the Court award each of the Class Representatives a payment of up to
10 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (total,
11 \$22,500.00) from the Maximum Settlement Amount, subject to Court approval of
12 this Stipulation of Settlement and subject to the exhaustion of any and all appeals.
13 Any portion of the Class Representative Enhancement Payment not awarded to the
14 Class Representatives will be part of the Net Settlement Amount, for distribution in
15 conformity with this Agreement.

16 11. “Class Settlement” means the settlement and resolution of the Released
17 Class Claims.

18 12. “Court” means the United States District Court, Central District of
19 California, Southern Division.

20 13. “Defendant” means C & J Clark Retail, Inc.

21 14. “Defendant’s Counsel” means counsel for Defendant, who is:

22 Donald P. Sullivan (State Bar No. 191080)
23 JACKSON LEWIS P.C.
24 50 California St., 9th Fl.
25 San Francisco, CA 94111-4615
26 Telephone: (415) 796-5453
27 Donald.Sullivan@jacksonlewis.com

28 15. “Effective Date” means the 7th calendar day following: (a) the last day
on which the deadline to appeal the Final Approval Order and Judgment expires, if
timely objections are filed; (b) the resolution of any appeal in the Action that does

1 not alter the terms of the Settlement; or (c) if no timely objections are filed, the date
2 upon which the Court enters the Final Approval Order and Judgment.

3 16. “Employer Taxes” means the employer’s share of taxes and
4 contributions in connection with the wages portion of Individual Settlement Shares,
5 which shall be paid by Defendant separately and in addition to the Maximum
6 Settlement Amount.

7 17. “Final Approval” means the determination by the Court that the
8 Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order
9 and Judgment based thereon.

10 18. “Final Approval Hearing” means the hearing at which the Court will
11 consider and determine whether the Settlement should be granted Final Approval.

12 19. “Gaston Class Action” means the action entitled *Evangeline D. Gaston*
13 *v. C & J Clark Retail, Inc.*, Case No RIC1904224 (Superior Court of California,
14 County of Riverside).

15 20. “Gaston PAGA Action” means the action entitled *Evangeline D. Gaston*
16 *v. C & J Clark Retail, Inc.*, Case No RIC1905210 (Superior Court of California,
17 County of Riverside).

18 21. “Individual PAGA Payment” means a PAGA Aggrieved Employee’s
19 *pro rata* share of the PAGA Aggrieved Employee Amount that a PAGA Aggrieved
20 Employee is eligible to receive for the PAGA Settlement.

21 22. “Individual Settlement Payment” means the net payment of each
22 Settlement Class Member’s Individual Settlement Share, after reduction for the
23 employee’s share of taxes and withholdings with respect to the wages portion of the
24 Individual Settlement Share.

25 23. “Individual Settlement Share” means the *pro rata* share of the Net
26 Settlement Amount that a Class Member may be eligible to receive for the Class
27 Settlement.

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1 24. “LWDA Payment” means the Seventy-Five Percent (75%) portion of
2 the PAGA Allocation, or Two Hundred One Thousand Seven Hundred Fifty Dollars
3 and Zero Cents (\$201,750.00) that the Parties have agreed to pay to the LWDA for
4 the PAGA Settlement.

5 25. “Maximum Settlement Amount” means the maximum settlement
6 amount of up to Three Million Two Hundred Fifty Thousand Dollars and Zero Cents
7 (\$3,250,000.00) to be paid by Defendant in full satisfaction of all Released Class
8 Claims, Released PAGA Claims, and the Actions, which includes the Individual
9 Settlement Payments, Class Representative Enhancement Payments, Settlement
10 Administration Costs, Attorneys’ Fees and Costs, and the PAGA Allocation. In no
11 event will Defendant be liable for more than the Maximum Settlement Amount,
12 except that Employer Taxes shall be paid separate and in addition from the Maximum
13 Settlement Amount.

14 26. “Naluz PAGA Action” means the action entitled *Jessa Naluz v. C & J*
15 *Clark Retail, Inc.*, Case No. 30-2021-01228785-CU-OE-CXC (Superior Court of
16 California, County of Orange).

17 27. “Net Settlement Amount” means the portion of the Maximum
18 Settlement Amount remaining after deduction of the Court-approved Class
19 Representative Enhancement Payments, Settlement Administration Costs, PAGA
20 Allocation, and Attorneys’ Fees and Costs. The Net Settlement Amount will be
21 distributed to Settlement Class Members in accordance with Paragraph 48, below.

22 28. “Notice of Objection” or “Objection” means a Settlement Class
23 Member’s complete and timely written objection to the Class Settlement, which
24 must: (a) contain the case name and number of the Action; (b) contain the objector’s
25 full name, signature, address, telephone number, and last four (4) digits of Social
26 Security number; (c) contain a written statement of all grounds for objection,
27 accompanied by any legal support for such objection; (d) contain copies of any
28 papers, briefs, or other documents upon which the objection is based; and (e) be

submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

29. “Notice Packet” means the Notice of Class and Representative Action Settlement, substantially in the form attached as **Exhibit A**.

30. “PAGA Aggrieved Employee(s)” means all current and former hourly-paid or non-exempt employees of Defendant who worked in the State of California at any time during the PAGA Period.

31. “PAGA Aggrieved Employee Amount” means the amount of Sixty-Seven Thousand Two Hundred Fifty Thousand Dollars and Zero Cents (\$67,250.00), i.e., 25% of the PAGA Allocation, to be distributed to PAGA Aggrieved Employees on a *pro rata* basis based on their Workweeks during the PAGA Period.

32. “PAGA Allocation” means the allocation of Two Hundred Sixty-Nine Thousand Dollars and Zero Cents (\$269,000.00) from the Maximum Settlement Amount for the settlement and resolution of the Released PAGA Claims. Seventy-Five Percent (75%) of the PAGA Allocation, or \$201,750.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$67,250.00, will be distributed to PAGA Aggrieved Employees (i.e., the PAGA Aggrieved Employee Amount).

33. “PAGA Period” means the period from June 11, 2018 through April 14, 2022.

34. “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.

35. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means either Plaintiffs or Defendant.

36. “Plaintiffs” mean Mackensie Biddle, Evangeline D. Gaston, and Jessa Naluz.

37. “Preliminary Approval Order” means the court order granting preliminary approval of the Settlement Agreement.

1 38. “Released Class Claims” means any and all claims under state, federal,
2 or local law, whether statutory or common law claims that were alleged in the
3 Operative Complaint or reasonably could have been alleged based on the facts
4 contained in the Operative Complaint, arising during the period from July 16, 2015
5 through the date of preliminary approval of the Settlement Agreement, including but
6 not limited to claims under the California Labor Code, California Industrial Welfare
7 Commission Wage Orders, regulations, and/or other provisions of law, for: (a) failure
8 to pay overtime wages; (b) failure to pay minimum wages; (c) failure to provide
9 compliant meal periods and associated premiums; (d) failure to provide compliant
10 rest premiums and associated premiums; (e) failure to timely pay wages during
11 employment; (f) failure to timely pay wages at time of termination; (g) failure to
12 provide compliant wage statements; (h) failure to keep requisite payroll records;
13 (i) failure to reimburse necessary business-related expenses; (j) unfair or unlawful
14 business practices pursuant to California Business and Professions Code §§ 17200 *et*
15 *seq.* based on the aforementioned, and (k) violation of the Fair Labor Standards Act
16 (29 U.S.C. § 201, *et seq.*).

17 39. “Released PAGA Claims” means any and all claims for civil penalties
18 under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et*
19 *seq.*, that were alleged in the Operative Complaint or reasonably could have been
20 alleged based on the facts contained in the Operative Complaint, arising during the
21 arising during the period from June 11, 2018 through the date of preliminary approval
22 of the Settlement Agreement. Without limiting the foregoing, and in addition to the
23 foregoing, the Released PAGA Claims include all penalties available under the
24 Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* for the
25 claims encompassed by the Released Class Claims.

26 40. “Released Parties” means Defendant, and any of its former and present
27 parent companies, subsidiaries, divisions, concepts, related or affiliated companies,
28 and its shareholders, officers, directors, exempt employees, agents, attorneys,

1 insurers, reinsurers, successors, and assigns, and any individual or entity that could
2 be liable for any of the Released Class Claims and Released PAGA Claims, and
3 Defendant's counsel of record in the Actions.

4 41. "Request for Exclusion" means a letter submitted by a Class Member
5 indicating a request to be excluded from the Class Settlement, which must: (a) contain
6 the case name and number of the Action; (b) contain the full name, signature, address,
7 telephone number, and last four (4) digits of the Social Security Number of the Class
8 Member requesting exclusion; (c) clearly state that the Class Member does not wish
9 to be included in the Class Settlement; and (d) be submitted by mail to the Settlement
10 Administrator at the specified address, postmarked on or before the Response
11 Deadline.

12 42. "Response Deadline" means the deadline by which Class Members must
13 postmark to the Settlement Administrator Requests for Exclusion, Notices of
14 Objection, or Workweeks Disputes, which shall be the date that is forty-five (45)
15 calendar days from the initial mailing of the Notice Packet by the Settlement
16 Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which
17 case the Response Deadline will be extended to the next day on which the U.S. Postal
18 Service is open. The Response Deadline shall be extended fifteen (15) calendar days
19 for any Class Member who is re-mailed a Notice Packet by the Settlement
20 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which
21 case the Response Deadline will be extended to the next day on which the U.S. Postal
22 Service is open. Under no circumstances shall the Settlement Administrator have the
23 authority to extend the Response Deadline.

24 43. "Settlement Administrator" means Simpluris, Inc. The Parties each
25 represent that they do not have any financial interest in the Settlement Administrator
26 or otherwise have a relationship with the Settlement Administrator that could create
27 a conflict of interest.

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44. “Settlement Administration Costs” means the costs payable from the Maximum Settlement Amount to the Settlement Administrator for administering this Settlement, which are estimated not to exceed Sixteen Thousand Dollars (\$16,000.00).

45. “Settlement Class Members” means all Class Members who do not submit a timely and valid Request for Exclusion.

46. “Workweeks” means the number of weeks that a Class Member worked for Defendant as an hourly paid or non-exempt employee in California at any time during the Class Period. Defendant will calculate the number of Workweeks by calculating the number of days each Class Member worked during the Class Period, dividing by seven (7), and rounding up or down to the nearest whole number, as appropriate (for example, 7.50 would round to 8; 7.49 would round to 7).

47. “Workweeks Dispute” means a Class Member’s valid and timely written dispute to the pre-printed information on the Class Notice as to their Workweeks, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks credited to them and what they contend is the correct number to be credited to them; (d) attach any documentation that they have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

48. Solely for purposes of settling the Actions, and not for purposes of class certification should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class have been met and are met.

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1 **TERMS OF AGREEMENT**

2 NOW, THEREFORE, in consideration of the mutual covenants, promises,
3 and agreements set forth herein, the Parties agree, subject to the Court's approval,
4 as follows:

5 41. Dismissal of Gaston Class Action, Gaston PAGA Action, and Naluz
6 PAGA Action. To implement the terms of the Settlement, Plaintiff Gaston will
7 dismiss the Gaston Class Action and Gaston PAGA Action without prejudice and
8 Plaintiff Naluz will dismiss the Naluz PAGA Action without prejudice.

9 42. Fourth Amended Complaint. To implement the terms of the
10 Settlement, Plaintiffs will reopen the United States District Court, Central District
11 of California, Southern Division case number 8:19-cv-01624 by filing a Fourth
12 Amended Class Action Complaint for Damages & Enforcement Under the Private
13 Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Fourth Amended
14 Complaint" or "Operative Complaint") in the Action, which *inter alia*, adds
15 Plaintiff Gaston and Plaintiff Naluz as named plaintiffs. If required by the Court, a
16 new case will be filed, and a new case number assigned.

17 43. Funding of the Maximum Settlement Amount. As consideration for
18 the releases set forth herein, Defendant will deposit the Maximum Settlement
19 Amount into a qualified settlement fund account to be established by the Settlement
20 Administrator within twenty-one (21) calendar days of the Effective Date.

21 44. Attorneys' Fees and Costs. Defendant agrees not to oppose Class
22 Counsel's request for attorneys' fees of up to Thirty-Five Percent (35%) of the
23 Maximum Settlement Amount, or up to One Million One Hundred Thirty-Seven
24 Thousand Five Hundred Dollars and Zero Cents (\$1,137,500.00), subject to
25 approval by the Court. Defendant further agrees not to oppose Class Counsel's
26 request for reimbursement of litigation costs and expenses of up to Thirty-Five
27 Thousand Dollars and Zero Cents (\$35,000.00), subject to approval by the Court.
28 The Court-approved Attorneys' Fees and Costs are part of, and to be deducted from,

1 the Maximum Settlement Amount. To the extent the Court approves less than the
2 amount of the Attorney's Fees and Costs that Class Counsel requests, the difference
3 between the requested and awarded amounts will be reallocated to the Net
4 Settlement Amount for the benefit of Settlement Class Members. With respect to
5 the Attorneys' Fees and Costs, the Parties agree to bear their own attorneys' fees
6 and costs related to the Actions, except as set forth in this Stipulation of Settlement.
7 The Settlement Administrator may purchase an annuity to utilize United States
8 Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class
9 Counsel and any additional expenses for doing so shall be paid separately by Class
10 Counsel and shall not be included within the Settlement Administration Costs.
11 Defendant and Defendant's Counsel shall not be liable for any expenses associated
12 with the purchase or use of any attorney fee deferral vehicles for Class Counsel by
13 the Settlement Administrator.

14 45. Class Representative Enhancement Payments. In recognition of the
15 Class Representatives' effort and work in prosecuting the Actions, Defendant
16 agrees not to oppose Class Representative Enhancement Payments of up to Seven
17 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for each Class
18 Representative. The Class Representative Enhancement Payments will be paid from
19 the Maximum Settlement Amount and shall not constitute payment to any Class
20 Member (other than the Class Representatives). To the extent that the Court
21 approves less than the amount of Class Representative Enhancement Payments that
22 Plaintiffs request, the difference between the requested and awarded amounts will
23 be reallocated to the Net Settlement Amount for the benefit of Settlement Class
24 Members. Because it is the intent of the Parties that the Class Representative
25 Enhancement Payments represent payments to the Class Representatives for their
26 service to the Class Members, and not wages, the Settlement Administrator will not
27 withhold any taxes from the Class Representative Enhancement Payments. The
28 Settlement Administrator will issue IRS Forms 1099 for the Class Representative

1 Enhancement Payments to the Class Representatives and they shall be solely and
2 legally responsible for correctly characterizing this compensation for tax purposes
3 and for paying any taxes on the amounts received.

4 46. Settlement Administration Costs. The Settlement Administrator will
5 be paid for the reasonable costs of administration of the Settlement, which is
6 currently estimated not to exceed Sixteen Thousand Dollars (\$16,000.00). These
7 costs, which will be paid from the Maximum Settlement Amount, will include, *inter*
8 *alia*, printing, distributing, and tracking Notice Packets, calculating estimated
9 settlement payments, providing necessary reports and declarations, receiving and
10 processing Requests for Exclusions, Notice of Objections, and Workweeks
11 Disputes, tax reporting, establishing and maintaining an interest bearing settlement
12 fund for the purpose of administering the Settlement and disbursing sums from the
13 Maximum Settlement Amount, and other duties and responsibilities set forth herein
14 to process this Settlement as requested by the Parties. Any portion of the Settlement
15 Administration Costs that are not awarded to the Settlement Administrator will be
16 reallocated to the Net Settlement Amount for the benefit of Settlement Class
17 Members. The Parties acknowledge that Settlement Administration Costs may
18 increase above the current estimate of \$16,000.00 and that any such additional
19 Settlement Administration Costs will be taken out of the Maximum Settlement
20 Amount, subject to Court approval.

21 47. PAGA Allocation. Subject to Court approval, the Parties agree that
22 the amount of Two Hundred Sixty-Nine Thousand Dollars and Zero Cents
23 (\$269,000.00) from the Maximum Settlement Amount will be toward penalties
24 under PAGA (*i.e.*, the PAGA Allocation), of which Seventy-Five Percent (75%), or
25 Two Hundred One Thousand Seven Hundred Fifty Dollars and Zero Cents
26 (\$201,750.00), shall be paid to the LWDA (*i.e.*, the LWDA Payment), and Twenty-
27 Five Percent (25%), or Sixty-Seven Thousand Two Hundred Fifty Dollars and Zero
28 Cents (\$67,250.00), shall be distributed to PAGA Aggrieved Employees (*i.e.*, the

PAGA Aggrieved Employee Amount) on a *pro rata* basis, based on Workweeks during the PAGA Period (*i.e.*, the Individual PAGA Payment).

48. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period, by dividing the Net Settlement Amount by the total Workweeks of all Class Members during the Class Period to yield the “Class Workweek Value,” and multiply each Class Member’s individual Workweeks during the Class Period by the Class Workweek Value.

49. Individual PAGA Payment Calculations. Individual PAGA Payment will be calculated and apportioned from the PAGA Aggrieved Employee Amount based on the number of Workweeks a PAGA Aggrieved Employee worked during the PAGA Period by dividing the PAGA Aggrieved Employee Amount by the total number of Workweeks of all PAGA Aggrieved Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value.

50. Settlement Payments Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payees solely in the year in which such payments actually are issued to the payees. It is expressly understood and agreed that the receipt of payments made under this Settlement will not entitle any Settlement Class Member or PAGA Aggrieved Employee to additional compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member or PAGA Aggrieved Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the payments provided for in this Settlement are the sole payments to be made by Defendant to the

1 Settlement Class Members and PAGA Aggrieved Employees, and that the
2 Settlement Class Members and PAGA Aggrieved Employees are not entitled to any
3 new or additional compensation or benefits as a result of having received the
4 Individual Settlement Payments and Individual PAGA Payment (notwithstanding
5 any contrary language or agreement in any benefit or compensation plan document
6 that might have been in effect during the period covered by this Settlement).

7 51. CAFA Notice.

8 51(a) Pursuant to CAFA, within ten (10) calendar days after
9 Plaintiffs file this Settlement Agreement in the Court, Defendant, either on its own
10 or through the Settlement Administrator, will cause the mailing of the CAFA Notice
11 and exhibits to the relevant government authorities. Defendant will be responsible
12 for the fees and costs associated with the Settlement Administrator's mailing of the
13 CAFA Notice and exhibits to the relevant government authorities.

14 51(b) Within ten (10) calendar days after this Settlement
15 Agreement is filed in the Court, Defendant's Counsel will provide Class Counsel
16 with written confirmation that they completed the mailing of the CAFA Notice and
17 exhibits to the relevant government agencies in conformity with CAFA.

18 52. Settlement Administration Process. The Parties agree to cooperate in
19 the administration of the Settlement and to make all reasonable efforts to control
20 and minimize the costs and expenses incurred in administration of the Settlement.

21 53. Delivery of the Class List. Within sixty (60) calendar days of entry of
22 the Court's Preliminary Approval Order, Defendant will provide the Class List to
23 the Settlement Administrator.

24 54. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days
25 of receipt of the Class List, the Settlement Administrator will perform a search
26 based on the National Change of Address Database ("NCOA"), or any other similar
27 services available, for information to update and correct for any known or
28 identifiable address changes, and mail a Notice Packet to all Class Members via

1 regular First-Class U.S. Mail, using the most current, known mailing addresses
2 available.

3 54(a) Any Notice Packets returned to the Settlement Administrator
4 as non-deliverable on or before the Response Deadline will be sent promptly via
5 regular First-Class U.S. Mail within five (5) calendar days to the forwarding address
6 affixed thereto and the Settlement Administrator will indicate the date of such re-
7 mailing on the Notice Packet. If no forwarding address is provided, the Settlement
8 Administrator will promptly attempt to determine the correct address using a skip-
9 trace and will then perform a single re-mailing within five (5) calendar days after
10 return of the Notice Packet. Those Class Members who receive a re-mailed Notice
11 Packet, whether by skip-trace or by request, will have between the later of (a) an
12 additional fifteen (15) calendar days from the original Response Deadline or (b) the
13 Response Deadline to postmark a Request for Exclusion, Notice of Objection,
14 and/or Workweeks Dispute.

15 55. Notice Packets. All Class Members will be mailed a Notice Packet.
16 Each Notice Packet will provide, *inter alia*, the following: (a) information regarding
17 the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the
18 definitions of the Class, Class Period, Class Settlement, PAGA Aggrieved
19 Employees, PAGA Period, and PAGA Settlement; (d) the total number of
20 Workweeks each respective Class Member worked for Defendant during the Class
21 Period and the total number of Workweeks each respective PAGA Aggrieved
22 Employee worked for Defendant during the PAGA Period; (e) each Class Member's
23 estimated Individual Settlement Share and the formula for calculating Individual
24 Settlement Shares; (f) each PAGA Aggrieved Employee's estimated Individual
25 PAGA Payment and the formula for calculating Individual PAGA Payments; (g)
26 instructions on how to submit Workweeks Disputes, Requests for Exclusion, and
27 Objections; (h) the requirements relating to, and deadlines by which the Class
28 Member must submit Workweeks Disputes, Requests for Exclusions, and

1 Objections; (i) the Released Class Claims and Released PAGA Claims; and (j) the
2 date for the Final Approval Hearing.

3 56. Workweeks Disputes Procedures. Class Members may dispute the
4 Workweeks allocated to them in their Notice Packets by submitting a Workweeks
5 Dispute. To the extent Class Members dispute the number of Workweeks to which
6 they have been credited, Class Members must produce evidence to the Settlement
7 Administrator showing that such information is inaccurate. Absent evidence
8 rebutting Defendant's records, Defendant's records will be presumed
9 determinative. However, if a Class Member produces evidence to the contrary, the
10 Parties will evaluate the evidence submitted by the Class Member and will make
11 the final decision as to the number of Workweeks that should be applied. If the
12 Parties are unable to resolve the dispute, the Settlement Administrator will be the
13 final arbiter of the Workweeks for each Class Member and PAGA Aggrieved
14 Employee, based on the information provided to it.

15 57. Defective Submissions. If a Class Member's Workweeks Dispute,
16 Request for Exclusion, or Notice of Objection is defective as to the requirements
17 listed herein, that Class Member will be given an opportunity to cure the defect(s).
18 The Settlement Administrator will mail the Class Member a cure letter within three
19 (3) business days of receiving the defective submission to advise the Class Member
20 that his or her submission is defective and that the defect must be cured to render
21 the Workweeks Dispute, Request for Exclusion, and/or Notice of Objection valid.
22 The Class Member will have ten (10) calendar days from the date of the cure letter
23 to postmark a revised Workweeks Dispute, Request for Exclusion, and/or Notice of
24 Objection.

25 58. Request for Exclusion Procedures. Any Class Member wishing to opt-
26 out from the Class Settlement must submit a Request for Exclusion to the Settlement
27 Administrator, by mail, on or before the Response Deadline. The date of the
28 postmark on the return mailing envelope will be the exclusive means to determine

1 whether a Request for Exclusion has been timely submitted. All Requests for
2 Exclusion will be submitted to the Settlement Administrator, who will certify
3 jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that
4 were timely submitted, and who will also identify the individuals who have
5 submitted a valid and timely Request for Exclusion in a declaration that is to be
6 filed with the Court in advance of the Final Approval Hearing. Any Class Member
7 who submits a valid and timely Request for Exclusion is prohibited from making
8 any objection to the Class Settlement. Any Class Member who submits a valid and
9 timely Request for Exclusion will not be bound by the Class Settlement and will
10 not be issued an Individual Settlement Payment. However, all PAGA Aggrieved
11 Employees will be bound to the release of the PAGA Settlement and will still be
12 issued an Individual PAGA Payment, irrespective of whether they submit a Request
13 for Exclusion.

14 59. Objection Procedures. To object to the Class Settlement, a Settlement
15 Class Member must submit a Notice of Objection to the Settlement Administrator,
16 by mail, on or before the Response Deadline. The Notice of Objection must be
17 signed by the Settlement Class Member and contain all information required by this
18 Stipulation of Settlement. The postmark date will be deemed the exclusive means
19 for determining that the Notice of Objection is timely. Settlement Class Members
20 may also present their objection orally at the Final Approval Hearing, irrespective
21 of whether they submit a Notice of Objection. At no time will any of the Parties or
22 their counsel seek to solicit or otherwise encourage Settlement Class Members to
23 object to the Class Settlement or appeal from the Final Approval Order and
24 Judgment. However, Class Counsel, Defendant's Counsel, and Defendant may
25 respond to inquiries from Class Members with truthful information. Class Counsel
26 will not represent any Settlement Class Members with respect to any such
27 objections to this Settlement. The Settlement Administrator will certify jointly to
28 Class Counsel and Defendant's Counsel the Notices of Objection that were timely

submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

60. Certification Reports by the Settlement Administrator. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion, Workweeks Disputes, and Notices of Objection; and (b) the number of undeliverable and re-mailed Notice Packets. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of this Settlement as needed or requested.

61. Payment Schedule for All Court-Approved Payments. Within three (3) business days of the Court granting Final Approval, the Settlement Administrator will calculate all payments due under the Settlement.

61(a) Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Aggrieved Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. All funds associated by such canceled settlement checks will be transmitted by the Settlement Administrator to the California State Controller's Office Unclaimed Property Division for the benefit of those Settlement Class Members and/or PAGA Aggrieved Employees who did not cash, deposit, or otherwise negotiate their checks until such time that they claim their property. Each Settlement Class Member's check will have language stating the following

1 “Signing or negotiating this check is opting into the settlement and release of
2 Released Class Claims that arise under the Fair Labor Standards Act.”

3 62. Certification of Completion. Upon completion of administration of the
4 Settlement, the Settlement Administrator will provide a written declaration under
5 oath to certify such completion to the Court and counsel for all Parties. The
6 declaration will include any attempts to obtain valid mailing addresses for and re-
7 sending of any returned Notice Packets, as well as the number of valid exclusions
8 and objections that the Settlement Administrator received.

9 63. Treatment of Individual Settlement Payments and Individual PAGA
10 Payment. For purposes of this Settlement, all Individual Settlement Payments will
11 be allocated as follows: one-third (1/3) wages and two-thirds (2/3) penalties,
12 interest, and non-wage damages. The portion allocated as wages will be reported
13 on IRS W2 forms and the portions allocated as penalties, interest, and non-wage
14 damages will be reported on IRS 1099 forms by the Settlement Administrator. The
15 Settlement Administrator will withhold the employee’s share of taxes and
16 withholdings with respect to the wages portion of the Individual Settlement Shares,
17 and issue checks to Settlement Class Members for their Individual Settlement
18 Payments (*i.e.*, payment of their Individual Settlement Share net of these taxes and
19 withholdings). The Employer Taxes will be paid separately and in addition to the
20 Maximum Settlement Amount. Each Individual PAGA Payment will be allocated
21 as one hundred percent (100%) penalties and will be reported on an IRS Form-1099
22 (if applicable) by the Settlement Administrator.

23 64. Administration of Taxes by the Settlement Administrator. The
24 Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement
25 Class Members, PAGA Aggrieved Employees, and Class Counsel any W2, 1099,
26 or other tax forms as may be required by law for all amounts paid pursuant to this
27 Agreement. The Settlement Administrator will also be responsible for forwarding
28 all payroll taxes and penalties to the appropriate government authorities.

1 65. Tax Liability. Defendant makes no representation as to the tax
2 treatment or legal effect of the payments called for hereunder; and Plaintiffs,
3 Settlement Class Members, and PAGA Aggrieved Employees are not relying on
4 any statement, representation, or calculation by Defendant or by the Settlement
5 Administrator in this regard. Plaintiffs, Settlement Class Members, and PAGA
6 Aggrieved Employees understand and agree that except for Defendant's payment
7 of the Employer's Taxes, they will be solely responsible for the payment of any
8 taxes and penalties assessed on the payments described herein and will defend,
9 indemnify, and hold Defendant free and harmless from and against any claims
10 resulting from treatment of such payments as non-taxable damages.

11 66. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT
12 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY"
13 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE
14 ACKNOWLEDGING PARTY, ANY "OTHER PARTY") ACKNOWLEDGES
15 AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
16 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG
17 THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
18 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR
19 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS,
20 TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
21 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
22 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
23 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
24 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
25 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED
26 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
27 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
28 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY

1 ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
2 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING
3 PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
4 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
5 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
6 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
7 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
8 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
9 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
10 THIS AGREEMENT.

11 67. No Assignments. The Parties and their counsel represent, covenant,
12 and warrant that they have not directly or indirectly assigned, transferred,
13 encumbered, or purported to assign, transfer, or encumber to any person or entity
14 any portion of any liability, claim, demand, action, cause of action, or right herein
15 released and discharged. Further, none of the rights, commitments, or obligations
16 recognized under this Agreement may be assigned by any Party, Class Member,
17 Class Counsel, or Defendant's Counsel without the express written consent of each
18 other Party and their respective counsel. The representations, warranties,
19 covenants, and agreements contained in this Agreement are for the sole benefit of
20 the Parties under this Agreement and shall not be construed to confer any right or
21 to avail any remedy to any other person.

22 68. Release of Claims by Settlement Class Members and PAGA Aggrieved
23 Employees.

24 68(a) Class Settlement Release. Upon the Effective Date and full
25 funding of the Maximum Settlement Amount, Plaintiffs and all Settlement Class
26 Members, will be deemed to have fully, finally, and forever released, settled,
27 compromised, relinquished, and discharged the Released Parties of any and all
28 Released Class Claims, except that only those Settlement Class Members who cash

1 or deposit their Individual Settlement Payment check shall be deemed to opt-in to
2 the settlement and release of Released Class Claims that arise under the Fair Labor
3 Standards Act.

4 68(b) PAGA Settlement Release. Upon the Effective Date and full
5 funding of the Maximum Settlement Amount, Plaintiffs and all PAGA Aggrieved
6 Employees, will be deemed to have fully, finally, and forever released, settled,
7 compromised, relinquished, and discharged the Released Parties of any and all
8 Released PAGA Claims.

9 69. General Release of Claims by Plaintiffs. In addition, upon the Effective
10 Date and full funding of the Maximum Settlement Amount, Plaintiff Biddle,
11 Plaintiff Gaston, and Plaintiff Naluz will be deemed to have fully, finally, and
12 forever released, settled, compromised, relinquished, and discharged the Released
13 Parties from any and all claims, obligations, demands, actions, rights, causes of
14 action, and liabilities, of whatever kind and nature, character, and description, arising
15 from their employment with Defendant or related to their employment with
16 Defendant, whether in law or equity, whether sounding in tort, contract, federal, state
17 and/or local law, statute, ordinance, regulation, common law, or other source of law
18 or contract, whether known or unknown, and whether anticipated or unanticipated,
19 including all unknown claims covered by California Civil Code § 1542, arising at
20 any time up to and including the date of execution of this Settlement Agreement, for
21 any type of relief, including without limitation claims for wages, premium and other
22 forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties
23 and wage statement penalties), general damages, compensatory damages, liquidated
24 damages, punitive damages, interest, attorneys' fees, litigation and other costs,
25 expenses, restitution, and equitable and declaratory relief. This release of claims
26 include, but are not limited to, the Released Class Claims and Released PAGA
27 Claims as well as any other claims under any provision of the Fair Labor Standards
28 Act ("FLSA"), the California Labor Code, any applicable California Industrial

1 Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and
2 claims under state or federal discrimination statutes, including, without limitation,
3 the California Government Code, the Unruh Civil Rights Act, California Civil Code,
4 the California Constitution, the California Business and Professions Code, including
5 but not limited to §§ 17200 *et seq.*, the United States Constitution, the Age
6 Discrimination in Employment Act (“ADEA”) and the Older Workers Benefit
7 Protection Act, the Uniformed Services Employment and Reemployment Rights Act,
8 Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*, the Family and
9 Medical Leave Act, to the extent not prohibited by law, the Americans with
10 Disabilities Act, 42 U.S.C. § 12101 *et seq.*, and the Employee Retirement Income
11 Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, and all of their implementing
12 regulations and interpretive guidelines. However, the release for Plaintiff Gaston
13 shall expressly exclude Plaintiff Gaston’s claims for discrimination based on
14 disability, retaliation, harassment, failure to accommodate disability, failure to
15 engage in the good faith interactive process for associational disability, wrongful
16 termination, negligent infliction of emotional distress, intentional infliction of
17 emotional distress, and related claims.

18 69(a) Waiver of California Civil Code § 1542. Furthermore,
19 pursuant to the terms of the Settlement, Plaintiffs expressly waive and relinquish
20 any rights or benefits available to them under the provisions of Section 1542 of the
21 California Civil Code, which provides as follows:

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

26 However, the waiver for Plaintiff Gaston shall expressly exclude Plaintiff
27 Gaston’s claims for discrimination based on disability, retaliation, harassment,
28 failure to accommodate disability, failure to engage in the good faith interactive

1 process for associational disability, wrongful termination, negligent infliction of
2 emotional distress, intentional infliction of emotional distress, and related claims.

3 70. Duties of the Parties with Respect to Obtaining Preliminary Approval
4 of the Settlement. Upon execution of this Settlement Agreement, Plaintiffs shall
5 promptly obtain a hearing date for Plaintiffs' Motion for Preliminary Approval and
6 shall submit this Settlement to the Court in support of Plaintiffs' Motion for
7 Preliminary Approval. Class Counsel will be responsible for drafting all documents
8 necessary to obtain preliminary approval. Defendant agrees not to oppose the
9 Motion for Preliminary Approval. Said motion shall apply to the Court for the entry
10 of an order (i.e., Preliminary Approval Order) as follows:

- 11 a. Certifying the Class for the purpose of settlement only;
- 12 b. Approving, as to form and content, the proposed Notice Packet
13 and directing its mailing to the Class Members, in accordance
14 with the Settlement Agreement;
- 15 c. Approving the manner and method for Class Members to request
16 exclusion from the Class Settlement as contained herein and
17 within the Notice Packet;
- 18 d. Preliminarily approving the Settlement subject only to the
19 objections of Settlement Class Members and final review by the
20 Court;
- 21 e. Preliminarily appointing Plaintiffs as the representatives of the
22 Class;
- 23 f. Preliminarily appointing Class Counsel as counsel for the Class;
24 and
- 25 g. Scheduling a Final Approval Hearing at which the Court will
26 determine whether the Settlement should be finally approved as
27 fair, reasonable, and adequate.

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1 71. Duties of the Parties with Respect to Obtaining Final Approval of the
2 Settlement. After the Response Deadline, and with the Court’s permission, a Final
3 Approval Hearing will be conducted to determine whether Final Approval should
4 be granted, along with the amounts properly payable for (a) Individual Settlement
5 Payment; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys’ Fees
6 and Costs; (e) Class Representative Enhancement Payments; and (d) Settlement
7 Administration Costs. Class Counsel will be responsible for drafting all documents
8 necessary to obtain Final Approval. Defendant agrees not to oppose the Motion for
9 Final Approval. Plaintiffs will submit a proposed final order of approval and
10 judgment (“Final Approval Order and Judgment”), which will provide for, in
11 substantial part, the following:

- 12 a. Approving the Settlement, adjudging the terms thereof to be fair,
13 reasonable, and adequate, and directing consummation of its
14 terms and provisions;
- 15 b. Certification of the Settlement Class;
- 16 c. Approving the application for an award of Attorneys’ Fees and
17 Costs to Class Counsel;
- 18 d. Approving the application for Class Representative Enhancement
19 Payments to Plaintiffs;
- 20 e. Setting a date when the Settlement Administrator shall report to
21 the Court the completion of the distribution process and the total
22 amount that was actually paid to the Settlement Class Members
23 and PAGA Aggrieved Employees;
- 24 f. Directing Defendant to fund all amounts due under the Settlement
25 Agreement and ordered by the Court; and
- 26 g. Entering judgment in the Action consistent with this Agreement.

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1 72. Defendant's Option to Terminate the Settlement. If five percent (5%)
2 or more of the Class Members opt out of the Class Settlement by submitting valid
3 and timely Requests for Exclusion, Defendant may, at its election, rescind the
4 Settlement and all actions taken in furtherance of it will thereby be null and void.
5 Defendant must exercise this right of rescission, in writing, to Class Counsel within
6 ten (10) calendar days after the Settlement Administrator notifies the Parties of the
7 total number of valid and timely Requests for Exclusion received by the Response
8 Deadline. If the option to rescind is exercised, Defendant shall be solely responsible
9 for all costs of the Settlement Administrator accrued to that point.

10 73. Escalator Clause. Defendant has represented that there are
11 approximately 76,157 Workweeks from July 16, 2015 to October 19, 2021. In the
12 event the number of Workweeks during the Class Period is more than 83,773 (*i.e.*,
13 greater than 10% more than 76,157), then the Net Settlement Amount shall be
14 increased proportionately.

15 74. Nullification of Stipulation of Settlement. In the event that: (a) the
16 Court does not finally approve the Settlement as provided herein; or (b) the
17 Settlement does not become final for any other reason, then this Settlement, and any
18 documents generated to bring it into effect, will be null and void. Any order or
19 judgment entered by the Court in furtherance of this Settlement will likewise be
20 treated as void from the beginning.

21 75. Either Party's Option to Terminate the Settlement. Subject to the
22 obligation(s) of mutual full cooperation, either Party may terminate this Settlement
23 if the Court declines to enter the Final Approval Order and Judgment in
24 substantially the form submitted by the Parties, or this Settlement as agreed does
25 not become final because of appellate court action. The terminating Party shall give
26 to the other Party (through its counsel) written notice of its decision to terminate no
27 later than ten (10) business days after receiving notice that one of the enumerated
28 events has occurred. Termination shall have the following effects:

- 1 a. The Settlement shall be terminated and shall have no force or
2 effect, and no Party shall be bound by any of its terms;
- 3 b. In the event the Settlement is terminated, Defendant shall have no
4 obligation to make any payments to any Party, Class Member, or
5 attorney, except that the terminating Party shall pay the
6 Settlement Administrator for services rendered up to the date the
7 Settlement Administrator is notified that the Settlement has been
8 terminated;
- 9 c. The Preliminary Approval Order, Final Approval Order and
10 Judgment, including any order of class certification, shall be
11 vacated;
- 12 d. The Settlement and all negotiations, privileged statements, and
13 proceedings relating thereto shall be without prejudice to the
14 rights of any of the Parties, all of whom shall be restored to their
15 respective positions in the Action prior to this Settlement; and
- 16 e. Neither this Settlement, nor any ancillary documents, actions,
17 statements, or filings in furtherance of this Settlement (including
18 all matters associated with the mediation) shall be admissible or
19 offered into evidence in the Action or any other action for any
20 purpose whatsoever.

21 76. Exhibits Incorporated by Reference. The terms of this Agreement
22 include the terms set forth in any attached Exhibit, which is incorporated by this
23 reference as though fully set forth herein. Any Exhibit to this Agreement is an
24 integral part of this Stipulation of Settlement.

25 77. Confidentiality. The Parties and their counsel agree that they will not
26 issue any press releases, initiate any contact with the press, respond to any press
27 inquiry, or have any communication with the press about the fact, amount, or terms
28 of the Settlement prior to the Settlement being preliminarily approved by the Court.

1 In addition, the Parties and their counsel agree that they will not engage in any
2 advertising or distribute any marketing materials relating to the Settlement of the
3 Action prior to the Settlement being preliminarily approved by the Court, including
4 but not limited to any postings on any websites maintained by Class Counsel. Any
5 communication about the Settlement to Class Members prior to the Settlement
6 being preliminarily approved by the Court will be limited to a statement that a
7 settlement has been reached and the details will be communicated in a forthcoming
8 Court-approved notice. Nothing set forth herein, however, shall prohibit
9 (a) Defendant from providing truthful disclosure about the Settlement, including its
10 amount, in its periodic filings on Form 10-Q or Form 10-K with the United States
11 Securities and Exchange Commission, or (b) the Parties from providing this
12 Agreement to the Court in connection with the Parties' efforts to seek the Court's
13 approval of this Settlement. Neither Plaintiff nor Class Counsel shall hold a press
14 conference or otherwise seek to affirmatively contact the media about the
15 Settlement. If contacted by the media regarding the Settlement, Class Counsel will
16 direct any media inquiries to the public records of the Action on file with the Court.
17 Additionally, neither Plaintiff, Defendant, Defendant's Counsel, nor Class Counsel
18 will disparage the Settlement. Nothing herein will restrict Class Counsel from
19 including publicly available information regarding this Settlement in future judicial
20 submissions regarding Class Counsel's qualifications and experience. Furthermore,
21 Plaintiffs and Class Counsel will undertake any and all disclosures required to be
22 made to the LWDA in conformity with PAGA.

23 78. Entire Agreement. This Settlement and any attached Exhibit constitute
24 the entirety of the Parties' settlement terms. No other prior or contemporaneous
25 written or oral agreements may be deemed binding on the Parties. The Parties
26 expressly recognize California Civil Code § 1625 and California Code of Civil
27 Procedure § 1856(a), which provide that a written agreement is to be construed
28 according to its terms and may not be varied or contradicted by extrinsic evidence,

1 and the Parties agree that no such extrinsic oral or written representations or terms
2 will modify, vary, or contradict the terms of this Agreement.

3 79. Amendment or Modification. Prior to the filing of the Motion for
4 Preliminary Approval, this Settlement may be amended or modified only by a
5 written instrument signed by counsel for all Parties or their successors-in-interest.
6 After the filing of the Motion for Preliminary Approval, this Settlement may be
7 amended or modified only by a written instrument signed by counsel for all Parties
8 or their successors-in-interest, subject to Court approval.

9 80. Authorization to Enter into Stipulation of Settlement. Counsel for all
10 Parties warrant and represent they are expressly authorized by the Parties whom
11 they represent to negotiate this Settlement and to take all appropriate action required
12 or permitted to be taken by such Parties pursuant to this Settlement to effectuate its
13 terms and to execute any other documents required to effectuate the terms of this
14 Settlement. The Parties and their counsel will cooperate with each other and use
15 their best efforts to effectuate the implementation of the Settlement. If the Parties
16 are unable to reach agreement on the form or content of any document needed to
17 implement the Settlement, or on any supplemental provisions that may become
18 necessary to effectuate the terms of this Settlement, the Parties may seek the
19 assistance of the mediator and then the Court to resolve such disagreement.

20 81. Signatories. It is agreed that because the members of the Class are so
21 numerous, it is impossible or impractical to have each Settlement Class Member or
22 PAGA Aggrieved Employee execute this Settlement. The Notice Packet, will
23 advise all Class Members of the binding nature of the Class Settlement as to the
24 Settlement Class Members and the binding nature of the PAGA Settlement as to the
25 PAGA Aggrieved Employees, and the release shall have the same force and effect
26 as if this Settlement were executed by each Settlement Class Member and PAGA
27 Aggrieved Employee.

28 ///

1 82. Binding on Successors and Assigns. This Settlement will be binding
2 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
3 previously defined.

4 83. California Law Governs. All terms of this Settlement and Exhibit
5 hereto will be governed by, construed, and interpreted according to the laws of the
6 State of California, irrespective of the State of California's choice of law principles.

7 Execution and Counterparts. This Settlement is subject only to the execution of all
8 Parties. However, the Agreement may be executed in one or more counterparts.
9 All executed counterparts and each of them, including facsimile, electronic, and
10 scanned copies of the signature page, will be deemed to be one and the same
11 instrument.

12 84. Acknowledgement that the Settlement is Fair, Reasonable, and
13 Adequate. The Parties believe this Settlement is a fair, adequate, and reasonable
14 settlement of the Actions, Released Class Claims, and Released PAGA Claims, and
15 have arrived at this Settlement after arm's-length negotiations and in the context of
16 adversarial litigation, taking into account all relevant factors, present and potential.
17 The Parties further acknowledge that they are each represented by competent
18 counsel and that they have had an opportunity to consult with their counsel
19 regarding the fairness and reasonableness of this Agreement. In addition, if
20 necessary to obtain approval of the Settlement, the mediator may execute a
21 declaration supporting the Settlement and the reasonableness of the Settlement and
22 the Court may, in its discretion, contact the mediator to discuss the Settlement and
23 whether or not the Settlement is objectively fair and reasonable.

24 85. Invalidity of Any Provision. Before declaring any provision of this
25 Settlement invalid, the Court will first attempt to construe the provision as valid to
26 the fullest extent possible consistent with applicable precedents so as to define all
27 provisions of this Settlement valid and enforceable.

28 86. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiffs agree

1 to sign this Settlement and, by signing this Settlement, are hereby bound by the
2 terms herein. For good and valuable consideration, each Plaintiff furthers agree
3 that she will not request to be excluded from or object to the Class Settlement. Any
4 such Request for Exclusion or Notice of Objection by a Plaintiff will be void and
5 of no force or effect.

6 87. Non-Admission of Liability. The Parties enter into this Agreement to
7 resolve the dispute that has arisen between them and to avoid the burden, expense,
8 and risk of continued litigation. By entering into this Agreement, Defendant does
9 not admit, and specifically denies, it has violated any federal, state, or local law;
10 violated any regulations or guidelines promulgated pursuant to any statute or any
11 other applicable laws, regulations or legal requirements; breached any contract;
12 violated or breached any duty; engaged in any misrepresentation or deception; or
13 engaged in any other unlawful conduct with respect to its employees or the Class
14 Members. Neither this Agreement, nor any of its terms or provisions, nor any of
15 the negotiations connected with it, shall be construed as an admission or concession
16 by Defendant of any such violations or failures to comply with any applicable law.
17 Except as necessary in a proceeding to enforce the terms of this Agreement, this
18 Agreement and its terms and provisions shall not be offered or received as evidence
19 in any action or proceeding to establish any liability or admission on the part of
20 Defendant or to establish the existence of any condition constituting a violation of,
21 or a non-compliance with, federal, state, local, or other applicable law.

22 88. Captions. The captions and section numbers in this Agreement are
23 inserted for the reader's convenience, and in no way define, limit, construe or
24 describe the scope or intent of the provisions of this Agreement.

25 89. Waiver. No waiver of any condition or covenant contained in this
26 Agreement or failure to exercise a right or remedy by any of the Parties hereto will
27 be considered to imply or constitute a further waiver by such Party of the same or
28 any other condition, covenant, right or remedy.

1 90. Meet and Confer Regarding Disputes. Should any dispute arise among
2 the Parties or their respective counsel regarding the implementation or
3 interpretation of this Agreement, a representative of Class Counsel and a
4 representative of Defendant's Counsel shall meet and confer in an attempt to resolve
5 such disputes prior to submitting such disputes to the Court.

6 91. Enforcement Actions. In the event that one or more of the Parties
7 institutes any legal action or other proceeding against any other Party or Parties to
8 enforce the provisions of this Settlement or to declare rights and/or obligations
9 under this Settlement, the successful Party or Parties will be entitled to recover from
10 the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
11 expert witness fees incurred in connection with any enforcement actions. The Final
12 Approval Order and Judgment entered by the Court will not adjudicate the merits
13 of the Action or the liability of the Parties resulting from the allegations of the
14 Action. Its sole purpose is to adopt the terms of the Settlement and to retain
15 jurisdiction over its enforcement. To that end, the Court shall retain continuing
16 jurisdiction over the Action and over all Parties and Settlement Class Members to
17 the fullest extent to enforce and effectuate the terms and intent of this Agreement.

18 92. Mutual Preparation. The Parties have had a full opportunity to
19 negotiate the terms and conditions of this Agreement. Accordingly, this Agreement
20 will not be construed more strictly against one Party than another merely by virtue
21 of the fact that it may have been prepared by counsel for one of the Parties, it being
22 recognized that, because of the arm's-length negotiations between the Parties, all
23 Parties have contributed to the preparation of this Agreement.

24 93. Representation By Counsel. The Parties acknowledge that they have
25 been represented by counsel throughout all negotiations that preceded the execution
26 of this Agreement, and that this Agreement has been executed with the consent and
27 advice of counsel and reviewed in full. Plaintiffs and Class Counsel represent that
28 they are not aware of any liens.

1 94. All Terms Subject to Final Court Approval. All amounts and
2 procedures described in this Settlement herein will be subject to final Court
3 approval.

4 95. Notices. Unless otherwise specifically provided herein, all notices,
5 demands, or other communications given hereunder shall be in writing and shall be
6 deemed to have been duly given as of the third business day after mailing by United
7 States registered or certified mail, return receipt requested, addressed as follows:

8 To Plaintiffs and Class Counsel:

9 Arby Aiwarzian
10 Joanna Ghosh
11 Helene Mayer
12 LAWYERS for JUSTICE, PC
13 410 W. Arden Ave., Ste. 203
14 Glendale, CA 91203-4007

15 *Attorneys for Plaintiff Biddle and Plaintiff Naluz*

16 David D. Bibiyan
17 BIBIYAN LAW GROUP, P.C.
18 8484 Wilshire Blvd., Ste. 500
19 Beverly Hills, CA 90211-3243

20 *Attorneys for Plaintiff Gaston*

21 To Defendant:

22 Donald P. Sullivan
23 JACKSON LEWIS P.C.
24 50 California St., 9th Fl.
25 San Francisco, CA 94111-4615

26 96. Notice to the LWDA. Class Counsel shall be responsible for
27 submitting timely notice of settlement to the LWDA.

28 97. Cooperation and Execution of Necessary Documents. All Parties will
cooperate in good faith and execute all documents to the extent reasonably
necessary to effectuate the terms of this Settlement.

 98. Integration Clause. This Settlement contains the entire agreement
between the Parties relating to the Settlement and transaction contemplated hereby,
and all prior or contemporaneous agreements, understandings, representations, and

statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein.

99. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

100. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

101. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including, and not limited to, the deadline to bring the Action to trial under California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED: 02/07/2024

Electronically Signed 2024-02-08 01:32:26 UTC - 107.127.56.51
Nintex AssumeSign® 3116c512-a672-44e9-a850-b10d1838c6c5

Mackensie Biddle
Named Plaintiff

[SIGNATURES CONTINUED ON NEXT PAGE]

1 DATED: _____

2 Evangeline Gaston
Named Plaintiff

3
4 DATED: 02/16/2024 _____

Electronically Signed: _____ 2024-02-16 22:39:16 UTC - 24582217
Nintex AssureSign® _____ 2b19cd4d-7048-4e8d-af11-b10819479aa

Jessa Naluz
Named Plaintiff

6
7
8 DEFENDANT C & J CLARK RETAIL, INC.

9 DATED: _____

By: _____

10 Its: _____

11
12 **APPROVED AS TO FORM**

13 **LAWYERS FOR JUSTICE, PC**

14
15 DATED: February 16, 2024 _____

By: _____

Arby Aiwarzian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiffs Mackensie Biddle
and Jessa Naluz and Proposed Class Counsel

18
19 **BIBIYAN LAW GROUP, P.C.**

20
21 DATED: _____

By: _____

David D. Bibiyan
Attorneys for Plaintiff Evangeline Gaston
and Proposed Class Counsel

24 **JACKSON LEWIS P.C.**

25
26 DATED: _____

By: _____

Donald P. Sullivan
Attorneys for Defendant
C & J Clark Retail, Inc.

1 DATED: 02/07/2024

Evangeline Gaston
Evangeline Gaston (Feb 7, 2024 11:14 PST)

Evangeline Gaston
Named Plaintiff

2
3
4 DATED: _____

Jessa Naluz
Named Plaintiff

6
7
8 DEFENDANT C & J CLARK RETAIL, INC.

9 DATED: _____

By: _____

10 Its: _____

11
12 **APPROVED AS TO FORM**

13 **LAWYERS FOR JUSTICE, PC**

14
15 DATED: _____

By: _____

Arby Aiwarzian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiffs Mackensie Biddle
and Jessa Naluz and Proposed Class Counsel

18
19 **BIBIYAN LAW GROUP, P.C.**

20
21 DATED: 2/12/24

By: _____

Vedang J. Patel
David D. Bibiyan ; Vedang J. Patel
Attorneys for Plaintiff Evangeline Gaston
and Proposed Class Counsel

23
24 **JACKSON LEWIS P.C.**

25
26 DATED: _____

By: _____

Donald P. Sullivan
Attorneys for Defendant
C & J Clark Retail, Inc.

1 DATED: _____

2 _____
3 Evangeline Gaston
4 Named Plaintiff

5 DATED: _____

6 _____
7 Jessa Naluz
8 Named Plaintiff

9 DEFENDANT C & J CLARK RETAIL, INC.

10 DATED: 4/3/2024

11 By: Thomas White
12 _____
13 SVP, General Counsel and Secretary
14 Its: _____

15 **APPROVED AS TO FORM**

16 **LAWYERS FOR JUSTICE, PC**

17 DATED: _____

18 By: _____
19 Arby Aiwazian
20 Joanna Ghosh
21 Helene Mayer
22 Attorneys for Plaintiffs Mackensie Biddle
23 and Jessa Naluz and Proposed Class Counsel

24 **BIBIYAN LAW GROUP, P.C.**

25 DATED: _____

26 By: _____
27 David D. Bibiyan
28 Attorneys for Plaintiff Evangeline Gaston
and Proposed Class Counsel

JACKSON LEWIS P.C.

29 DATED: 4/17/2024

30 By: Donald P. Sullivan
31 _____
32 Donald P. Sullivan
33 Attorneys for Defendant
34 C & J Clark Retail, Inc.

EXHIBIT A

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Mackensie Biddle et al v. C & J Clark Retail, Inc.
United States District Court for the Central District of California,
Case No. 8:24-cv-01131-JWH-ADS

You have received this Notice Packet because records of C & J Clark Retail, Inc. (“Defendant”) indicate that you are or were an hourly-paid, non-exempt employee of Defendant who worked in the State of California at any time during the time period from July 16, 2015 through April 14, 2022.

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

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

PLEASE READ THIS NOTICE CAREFULLY. This Notice Packet relates to a proposed settlement of a class action and representative lawsuit. It contains important information about your right to object to or not be included in the class settlement.

By order of the United States District Court for the Central District of California (the “Court”), in the case of *Mackensie Biddle et al v. C & J Clark Retail, Inc.*, United States District Court for the Central District of California, Case No. 8:24-cv-01131-JWH-ADS (the “Action”) preliminary approval of a proposed class action settlement was granted on **[Preliminary Approval Date]**. A hearing shall be held on **[Final Approval Hearing Date]** (“Final Approval Hearing”) to determine whether final approval of the class and representative action settlement should be granted.

YOU ARE NOTIFIED THAT: a proposed class and representative action settlement has been reached between Plaintiffs Mackensie Biddle (“Plaintiff Biddle”), Evangeline D. Gaston (“Plaintiff Gaston”), and Jessa Naluz (“Plaintiff Naluz”) (collectively, “Plaintiffs”) and C & J Clark Retail, Inc. (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the Action, which may affect your legal rights.

I. DEFINITIONS

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

“**Class Member**” means an individual who falls within the definition of the Class.

“**Class Period**” means the period from July 16, 2015 through April 14, 2022.

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

“**PAGA Aggrieved Employee(s)**” means all current and former hourly-paid or non-exempt employees of Defendant who worked in the State of California at any time during the PAGA Period.

“**PAGA Period**” means the period from June 11, 2018 through April 14, 2022

“**PAGA Settlement**” means the settlement and resolution of Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

Plaintiff Biddle commenced the Action on July 16, 2019, in the Superior Court of the State of California, County of Orange. On August 12, 2019, Plaintiff Gaston commenced the “Gaston Class Action” in the Superior Court of the State of California, County of Riverside. On August 21, 2019, Plaintiff Biddle filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action. The Action was removed to federal court on or about August 22, 2019, where it is currently pending. On October 16, 2019, Plaintiff Gaston filed the “Gaston PAGA Action” in the Superior Court of California, County of Riverside. On November 15, 2019, Plaintiff Biddle filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action. On January 6, 2021, Plaintiff Biddle filed a Third Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action. On October 28, 2021, Plaintiff Naluz commenced the “Naluz PAGA Action” in the Superior Court of California, County of Orange (the Action, the Gaston Class Action, the Gaston PAGA Action, and the Naluz PAGA Action are collectively referred to as the “Actions”). The Fourth Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) was filed on May 28, 2024.

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and rest breaks and associated premiums, failed to timely pay wages and associated waiting-time penalties, failed to provide accurate wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices, violation of the Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and conduct giving rise to penalties under the Private Attorneys General Act (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law and contends that at all times it has complied with federal, state, and local laws.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class and Representative Action Settlement and Release (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [Preliminary Approval Date]. The Court has preliminarily appointed Plaintiffs Mackensie Biddle, Evangeline D. Gaston, and Jessa Naluz as the representatives of the Class (“Class Representatives”), and has preliminarily appointed the following Plaintiffs’ counsel as counsel for the Class (“Class Counsel”)

Lawyers for Justice, PC

Arby Aiwazian, Esq.

Joanna Ghosh, Esq.

Helene Mayer, Esq.

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

Bibiyan Law Group, P.C.

David D. Bibiyan, Esq.

Vedang J. Patel, Esq.

1460 Westwood Boulevard

Los Angeles, CA 90024

Telephone: (310) 438-555 / Fax: (310) 300-1705

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, or dispute the number of Workweeks credited to you, if you so choose, as explained more fully in Section IV below. If you are a PAGA Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Actions have merit or that the Defendant has any liability to Plaintiffs, Class Member, or PAGA Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and PAGA Aggrieved Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The maximum settlement consideration is Three Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$3,250,000.00) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members who do not timely and properly elect to opt out of the Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Amount.”

The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$1,137,500.00 of \$3,250,000.00) for attorneys’ fees and an amount not to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) for reimbursement of reasonable litigation costs and expenses to Class Counsel; (2) Class Representative Enhancement Payments in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$22,500.00), for their services in the Actions; (3) Settlement Administration Costs (which are currently estimated not to exceed Sixteen Thousand Dollars and Zero Cents (\$16,000.00)); and (4) the amount of Two Hundred Sixty-Nine Thousand Dollars and Zero Cents (\$269,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Allocation”). The PAGA Penalties will be distributed 75% (\$201,750.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$67,250.00) will be distributed to PAGA Aggrieved Employees (“PAGA Aggrieved Employee Amount”).

Class Members are entitled to receive payment under the Class Settlement of their share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that a Class Member worked for Defendant as an hourly paid or non-exempt employee in California at any time during the Class Period (“Workweeks”). To determine each Class Member’s Individual Settlement Share, the Settlement Administrator will use the following formula:

$$\text{Individual Settlement Share} = \frac{\text{Class Member's Individual Workweeks}}{\text{Total Workweeks of all Class Members}} \times \text{Net Settlement Amount}$$

Each Individual Settlement Share shall be allocated as one-third (1/3) wages and two-thirds (2/3) penalties, interest, and non-wage damages. Settlement Class Members will be issued payment of their Individual Settlement Share after reduction for required employee-side and employer-side payroll taxes, contributions, withholding with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as “Individual Settlement Payment”). The wages portion will be reported by way of IRS Form W-2 and the non-wage portion will be reported by way of IRS Form 1099.

PAGA Aggrieved Employees are entitled to receive payment under the PAGA Settlement of their share of the PAGA Aggrieved Employee Amount (“Individual PAGA Payment”) based on the number of Workweeks that a PAGA Aggrieved Employees worked during the PAGA Period. To determine each PAGA Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will use the following formula:

$$\text{Individual PAGA Payment} = \frac{\text{PAGA Aggrieved Employee's Individual Workweeks}}{\text{Total Workweeks of all PAGA Aggrieved Employees}} \times \text{PAGA Aggrieved Employee Amount}$$

Each Individual PAGA Payment shall be allocated as one hundred percent (100%) penalties, which will be reported by way of IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice Packet was mailed is not correct, or if you move after you receive this Notice Packet, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment that you may be entitled to.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

Between July 16, 2015 through April 14, 2022 (i.e., Class Period), you worked for Defendant in California as an hourly-paid, non-exempt employee for [REDACTED] Workweeks.

Between June 11, 2018 through April 14, 2022 (i.e., PAGA Period), you worked for Defendant in California as an hourly-paid, non-exempt employee for [REDACTED] Workweeks.

If you wish to dispute the number Workweeks credited to you as a Class Member during the Class Period, you must mail a written dispute ("Workweeks Dispute") to the Settlement Administrator, postmarked **no later than [Response Deadline]**, at the address listed in Section IV.B below.

The Workweeks Dispute must include: (a) contain the case name and number of the Action (*Mackensie Biddle et al v. C & J Clark Retail, Inc.*, Case No. 8:24-cv-01131-JWH-ADS); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (d) attach any documentation that you have to support the dispute; and (e) be submitted by mail to the Settlement Administrator = at the address listed in Section IV.B below, postmarked on or before **[Response Deadline]**.

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

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on your number of Workweeks.

Under the terms of the Class Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED].

Under the terms of the PAGA Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment reflected on this Notice Packet is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment may be higher or lower than estimated, and is subject to required employee-side and employer-side payroll taxes. Contributions, and withholdings with respect to the wages portion of the Individual Settlement Share. Payment will be distributed only after the Court approves the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs and all Settlement Class Members, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all Released Class Claims, except that only those Settlement Class Members who cash or deposit their Individual Settlement Payment check shall be deemed to opt-in to the settlement and release of Released Class Claims that arise under the Fair Labor Standards Act.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs and all PAGA Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all Released PAGA Claims.

"Released Class Claims" means any and all claims under state, federal, or local law, whether statutory or common law claims that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts contained in the Operative Complaint, arising during the period from July 16, 2015 through the date of preliminary approval of the Settlement Agreement, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for: (a) failure to pay overtime wages; (b) failure to

pay minimum wages; (c) failure to provide compliant meal periods and associated premiums; (d) failure to provide compliant rest premiums and associated premiums; (e) failure to timely pay wages during employment; (f) failure to timely pay wages at time of termination; (g) failure to provide compliant wage statements; (h) failure to keep requisite payroll records; (i) failure to reimburse necessary business-related expenses; (j) unfair or unlawful business practices pursuant to California Business and Professions Code §§ 17200 *et seq.* based on the aforementioned, and (k) violation of the Fair Labor Standards Act (29 U.S.C. § 201, *et seq.*).

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*, that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts contained in the Operative Complaint, arising during the period from June 11, 2018 through the date of preliminary approval of the Settlement Agreement. Without limiting the foregoing, and in addition to the foregoing, the Released PAGA Claims include all penalties available under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* for the claims encompassed by the Released Class Claims.

“Released Parties” means Defendant, and any of its former and present parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers, directors, exempt employees, agents, attorneys, insurers, reinsurers, successors, and assigns, and any individual or entity that could be liable for any of the Released Class Claims and Released PAGA Claims, and Defendant’s counsel of record in the Actions.

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

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically receive your Individual Settlement Payment as indicated above in this Notice Packet, if the Court grants final approval of the Settlement, unless you decide to exclude yourself from the Class Settlement.

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

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

Class Members and PAGA Aggrieved Employees will not be separately responsible for the payment of attorney’s fees or reimbursement of litigation expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by mailing a written request for exclusion (“Request for Exclusion”) to the Settlement Administrator, postmarked **on or before [Response Deadline]**, at the following address:

Mackensie Biddle et al v. C & J Clark Retail, Inc.
c/o Simpluris, Inc.
[Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Mackensie Biddle et al v. C & J Clark Retail, Inc.*, Case No. 8:24-cv-01131-JWH-ADS); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address above, postmarked on or before **[Response Deadline]**.

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

C. Object to the Class Settlement

You can object to the terms of the Class Settlement by mailing a written objection (“Notice of Objection” or “Objection”) to the Settlement Administrator, postmarked **no later than [Response Deadline]**, at the address listed in Section IV.B above. You can only submit an Objection as long as you have not submitted a Request for Exclusion. However, if the Court rejects your Objection, you will still be bound by the terms of the Class Settlement.

An Objection must: (a) contain the case name and number of the Action (*Mackensie Biddle et al v. C & J Clark Retail, Inc.*, Case No. 8:24-cv-01131-JWH-ADS); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for objection, accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked on or before the **[Response Deadline]**.

If you choose to submit an Objection, you may (but are not required to) enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. If you choose to have your own attorney, you will be solely responsible for the fees and costs of your own attorney. You do not need to appear to have your Objection considered by the Court.

V. FINAL APPROVAL HEARING

The Court will hold a hearing in Courtroom 9D located in the Ronald Reagan Federal Building and U.S. Courthouse, 411 W. 4th Street, Santa Ana, California 92701, on **[Final Approval Date]**, at **[Time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the request for payment of Attorneys’ Fees and Costs, Class Representative Enhancement Payments, and Settlement Administration Costs.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may review the Settlement Agreement and other court records by using Public Access to Court Electronic Records System (“PACER”) (for a fee) or by contacting the Settlement Administrator or Class Counsel.

PLEASE DO NOT TELEPHONE THE COURT, OFFICE OF THE CLERK OF THE COURT, DEFENDANT, OR DEFENDANT’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: **[Administrator’s toll-free number].**

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.