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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

WALTER FINE, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

vs.

CONSERVATION SOCIETY OF
CALIFORNIA, a California corporation, and
DOES 1 through 10, inclusive,

Defendants.

Case No.: RG21110152

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

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

This Amended Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Walter Fine (“Plaintiff” or “Class Representative”), as an individual, as an agent and proxy for the California Labor Workforce and Development Agency, and on behalf of all others similarly situated and aggrieved employees, and Defendant Conservation Society of California (“Defendant”) (collectively with Plaintiff, the “Parties”). This Settlement Agreement is subject to the terms and conditions set forth below and approval of the Court. This Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims, including but not limited to the Settlement Agreement executed by the Parties on or about November 10, 2022.

DEFINITIONS

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

1. “Action” means *Fine v. Conservation Society of California*, Case No. RG21110152, filed August 20, 2021 (Alameda County Superior Court).
2. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Two Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars (\$233,333). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Twenty Thousand Dollars (\$20,000), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above. The Parties agree that the Court’s approval of any request for attorneys’ fees or

litigation costs is not a condition of the Settlement Agreement and that an award of less than the amounts requested would not give rise to a basis to abrogate the Settlement Agreement, although Class Counsel reserve the right to appeal an award of attorneys' fees that is less than one-third of the Gross Settlement Amount.

3. "Class Counsel" means Capstone Law APC.

4. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. "Class Member(s)" or "Settlement Class" means all current or former hourly-paid or non-exempt employees employed by the Defendant in the State of California at any time from August 20, 2017 through the earlier of December 5, 2022 or the date of Preliminary Approval.

6. "Class Period" means the period from August 20, 2017 through the earlier of December 5, 2022 or the date of Preliminary Approval.

7. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general release of any and all claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000) to be paid out of the Gross Settlement Amount. An award of less than the requested amount will not give rise to a basis to abrogate the Settlement Agreement. Further, an award of less than the requested amount will not give rise to a basis to abrogate the general release executed by Plaintiff.

8. "Court" means the Alameda County Superior Court.

9. "Defendant" means Defendant Conservation Society of California.

10. "Effective Date" means the later of the following have occurred: (a) approval of the

1 Settlement is granted by the Court, or other court assuming jurisdiction of the Action, and (b) the Court's
2 Judgment approving the Settlement becomes Final. "Final" means the latest of: (a) if there is an appeal of
3 the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal,
4 or the expiration of the time to file a petition for review to the California Supreme Court, or, (b) if a
5 petition for review is filed, the date of the California Supreme Court denies the petition for review or
6 decides not to respond and take no action, or the date the Judgment is affirmed pursuant to such petition;
7 or (c) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the
8 Judgment.

9 11. "Final Approval" means the date on which the Court enters an order granting final
10 approval of the Settlement Agreement.

11 12. "Gross Settlement Amount" means the maximum Gross Settlement Amount of Seven
12 Hundred Thousand Dollars (\$700,000) that Defendant may be obligated to make in connection with the
13 Settlement Agreement, except as provided for herein, and will be paid by Defendant in full satisfaction
14 of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement
15 Payments, Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA
16 Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been
17 agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of
18 individual claims. In no event will Defendant be liable for more than the Gross Settlement Amount
19 except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement
20 Amount to Defendant. Defendant will pay any employer-side payroll taxes owing on the portion of the
21 Gross Settlement Amount allocated toward wages on top of and in addition to the Gross Settlement
22 Amount.

23 13. "Individual Settlement Payment" means each Participating Class Member's and PAGA
24 Member's respective shares of the Net Settlement Fund and PAGA Fund.

25 14. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
26 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the
27 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
28 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to

1 Defendant.

2 15. “Notice of Objection” means a Class Member’s valid and timely written objection to the
3 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full
4 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
5 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other
6 documents upon which the objection is based; and (d) a statement whether the objector intends to appear
7 at the final fairness hearing.

8 16. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form
9 attached as Exhibit A.

10 17. “PAGA Members” means all current or former hourly-paid or non-exempt employees
11 employed by the Defendant in the State of California at any time from August 19, 2020 through the
12 earlier of December 5, 2022 or the date of Preliminary Approval.

13 18. “PAGA Period” means the period from August 19, 2020 through the earlier of
14 December 5, 2022 or the date of Preliminary Approval.

15 19. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to
16 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with
17 Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
18 *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Twenty Thousand Dollars
19 (\$20,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to
20 PAGA, Seventy-Five Percent (75%), or Fifteen Thousand Dollars (\$15,000), of the PAGA Settlement
21 Amount will be paid to the California Labor and Workforce Development Agency (“Labor and
22 Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Five Thousand
23 Dollars (\$5,000) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and
24 regardless whether they request to be excluded from the Settlement Class.

25 20. “Parties” means Plaintiff and Defendant collectively.

26 21. “Participating Class Members” means all Class Members who do not submit timely and
27 valid Requests for Exclusion.

28 22. “Plaintiff” means Plaintiff Walter Fine.

1 23. “Preliminary Approval” means the date on which the Court enters an order granting
2 preliminary approval of the Settlement Agreement.

3 24. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of
4 action that were alleged or reasonably could have been raised based on the facts alleged in the operative
5 complaint during the Class Period, regardless of the theory of recovery, including: (a) all claims for
6 unpaid overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid minimum
7 wages; (d) all claims for the failure to reimburse for necessary business expenses; (e) all claims for to pay
8 vested vacation time or paid time off; (f) all claims for the failure to provide one day of rest in seven; (g)
9 all claims for the failure to timely pay wages upon termination; (h) all claims for the failure to timely pay
10 wages during employment; (i) all claims for wage statement violations and record-keeping violations;
11 and (j) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

12 25. “Released PAGA Claims” means any and all PAGA claims or causes of action of
13 whatever kind or nature which occurred during the PAGA Period that were alleged, or that reasonably
14 could have been alleged, based on the facts alleged in the Action and Plaintiff’s LWDA letter, regardless
15 of theory of recovery. As set forth in Paragraph 53, upon the Effective Date, Plaintiff, as an agent and
16 proxy for the LWDA, will release the Released PAGA Claims.

17 26. “Released Parties” means Defendant, its present or former officers, directors, trustees,
18 owners, investors, shareholders, agents, servants, principals, heirs, representatives, accountants, auditors,
19 consultants, insurers, reinsurers, employees, registered representatives, attorneys, and its respective
20 successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

21 27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
22 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the
23 name, address, telephone number and last four digits of the Social Security Number of the Class
24 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
25 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement;
26 and (e) be postmarked on or before the Response Deadline.

27 28. “Response Deadline” means the deadline by which Class Members must postmark to
28 the Settlement Administrator Requests for Exclusion, postmark disputes concerning the calculation of

Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

29. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 737 Class Members, the Settlement Administration Costs are currently estimated to be Fifteen Thousand Dollars (\$15,000).

30. “Settlement Administrator” means CPT Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

31. “Workweeks” means the number of workweeks for each Class Member during the Class Period based on Defendant’s payroll records, exclusive of any leave of absence (if any) and any other week in which work was not performed.. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, PAGA Group, and State of California, and Defendant agree as follows:

32. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of

1 the Gross Settlement Amount of Seven Hundred Thousand Dollars (\$700,000) into a Qualified
2 Settlement Account to be established by the Settlement Administrator. Defendant will separately pay the
3 employer-side payroll taxes owing on the portion of the Gross Settlement Amount allocated toward
4 wages on top of and in addition to the Gross Settlement Amount. After the Effective Date, the Gross
5 Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce
6 Development Agency Payment; (c) the Class Representative Enhancement Payment; (d) Attorneys'
7 Fees and Costs; and (e) Settlement Administration Costs. Defendant will deposit the Gross Settlement
8 Amount and the payment of employer-side payroll taxes within thirty (30) calendar days after the
9 Effective Date ("Funding Date").

10 33. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
11 motion by Class Counsel for Attorneys' Fees and Costs of not more than Two Hundred Thirty Three
12 Thousand Three Hundred Thirty Three Dollars (\$233,333), plus the reimbursement of all out-of-pocket
13 costs and expenses associated with Class Counsel's litigation and settlement of the Action (including
14 expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000),
15 both of which will be paid from the Gross Settlement Amount.

16 34. Class Representative Enhancement Payment. In exchange for a general release of all
17 known and unknown claims against Defendant and Released Parties under California Civil Code section
18 1542, including Plaintiff's "individual PAGA claims", and in recognition of his effort and work in
19 prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any
20 application or motion for a Class Representative Enhancement Payment of up to Ten Thousand Dollars
21 (\$10,000), to Plaintiff. The Class Representative Enhancement Payment will be paid from the Gross
22 Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to
23 the Settlement. The Class Representative Enhancement Payment will be designated as a non-wage
24 payment and reported on an IRS Form 1099-MISC. Plaintiff will be solely and legally responsible to
25 pay any and all applicable taxes on the Class Representative Enhancement Payment. Plaintiff
26 understands and agrees that this Settlement Agreement shall remain in full force and effect even if the
27 full amount of Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded
28 by the Court.

1 35. Settlement Administration Costs. The Settlement Administrator will be paid for the
2 reasonable costs of administration of the Settlement and distribution of payments from the Gross
3 Settlement Amount, which is currently estimated to be Fifteen Thousand Dollars (\$15,000). These costs,
4 which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting
5 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice
6 Packets, calculating and distributing the Gross Settlement Amount, and providing necessary reports and
7 declarations.

8 36. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
9 of Twenty Thousand Dollars (\$20,000) from the Gross Settlement Amount will be designated for
10 satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Fifteen
11 Thousand Dollars (\$15,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or
12 Five Thousand Dollars (\$5,000), will be paid to PAGA Members in proportion to the number of
13 Workweeks worked during the PAGA Period.

14 37. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
15 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as an agent, proxy, and as a
16 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
17 PAGA Member has the right to exclude themselves from the PAGA Settlement, and all PAGA
18 Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has
19 the right to object to the PAGA Settlement Amount.

20 38. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
21 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

22 39. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
23 portion of the PAGA Fund will revert to or be retained by Defendant.

24 40. Individual Settlement Payment Calculations. Individual Settlement Payments will be
25 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
26 Workweeks a Class Member worked during the Class Period and PAGA Period, respectively. Specific
27 calculations of Individual Settlement Payments will be made as follows:

28 40(a) Payments from the Net Settlement Fund. Defendant will calculate the total

1 number of Workweeks worked by each Class Member during the Class
2 Period and the aggregate total number of Workweeks worked by all Class
3 Members during the Class Period. To determine each Class Member's
4 estimated "Individual Settlement Payment" from the Net Settlement Fund,
5 the Settlement Administrator will use the following formula: The Net
6 Settlement Fund will be divided by the aggregate total number of
7 Workweeks, resulting in the "Workweek Value." Each Class Member's
8 "Individual Settlement Payment" will be calculated by multiplying each
9 individual Class Member's total number of Workweeks by the Workweek
10 Value. The Individual Settlement Payment will be reduced by any required
11 deductions for each Participating Class Member as specifically set forth
12 herein, including employee-side tax withholdings or deductions. The entire
13 Net Settlement Fund will be disbursed to all Class Members who do not
14 submit timely and valid Requests for Exclusion. If there are any valid and
15 timely Requests for Exclusion, the Settlement Administrator shall
16 proportionately increase the Individual Settlement Payment for each
17 Participating Class Member according to the number of Workweeks
18 worked, so that the amount actually distributed to the Settlement Class
19 equals 100% of the Net Settlement Fund.

20 40(b) Payments from the PAGA Fund. Defendant will calculate the total number
21 of Workweeks worked by each PAGA Member during the PAGA Period
22 and the aggregate total number of Workweeks worked by all PAGA
23 Members during the PAGA Period. To determine each PAGA Member's
24 estimated "Individual Settlement Payment," the Settlement Administrator
25 will use the following formula: The PAGA Fund will be divided by the
26 aggregate total number of Workweeks, resulting in the "PAGA Workweek
27 Value." Each PAGA Member's "Individual Settlement Payment" will be
28 calculated by multiplying each individual PAGA Member's total number of

1 Workweeks by the PAGA Workweek Value. The entire PAGA Fund will
2 be disbursed to all PAGA Members.

3 41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
4 Participating Class Members and PAGA Members under this Settlement, as well as any other payments
5 made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any
6 benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing
7 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
8 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect
9 any rights, contributions, or amounts to which any Class Members or PAGA Members may be entitled
10 under any benefit plans.

11 42. Administration Process. The Parties agree to cooperate in the administration of the
12 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
13 administration of the Settlement.

14 43. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
15 Defendant will provide the Class List to the Settlement Administrator.

16 44. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
17 List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via
18 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
19 List.

20 45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
21 Administrator will perform a search based on the National Change of Address Database for information
22 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
23 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
24 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
25 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
26 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
27 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
28 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed

1 Notice Packet, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar
2 days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an
3 objection to the Settlement.

4 46. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
5 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
6 principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of
7 Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class
8 Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual
9 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
10 comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion
11 or Notices of Objection; (h) the deadlines by which the Class Member must postmark Request for
12 Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

13 47. Disputed Information on Notice Packets. Class Members will have an opportunity to
14 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
15 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
16 Settlement Administrator showing that such information is inaccurate. Defendant's records will be
17 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
18 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
19 and will be decided within ten (10) business days after the Response Deadline.

20 48. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
21 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
22 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
23 receiving the defective submission to advise the Class Member that their submission is defective and that
24 the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a)
25 the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is
26 later, to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not
27 postmarked within that period, it will be deemed untimely.

28 49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the

1 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
2 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
3 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
4 for Exclusion has been timely submitted.

5 50. Class Period Modification. This Settlement is premised on the estimate that Class
6 Members would have worked a total of approximately Fifty-Three Thousand Five Hundred (53,500)
7 Workweeks during the Class Period. If the total number of Workweeks is greater than 53,500, then the
8 Class Period and PAGA Period will end on the date when the total number of Workweeks was not in
9 excess of 53,500.

10 51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
11 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
12 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
13 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
14 Settlement, and shall further agree to waive their right to pursue individual lawsuits or arbitrations as to
15 any of the Released Class Claims.

16 52. Releases by Participating Class Members. Upon the Effective Date, and except as to
17 such rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
18 together and individually, on their behalf and on behalf of their respective heirs, executors,
19 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
20 Parties, or any of them, from each of the Released Class Claims arising during the Class Period. In
21 addition, on the Effective Date, all Participating Class Members will be permanently enjoined and
22 forever barred from prosecuting any of the Participating Class Member's Release Class Claims against
23 any of the Released Parties or participating in any actions, lawsuits, proceedings, complaints, or charges
24 brought individually or by any other agency, persons, or entity in any court or before any administrative
25 body with regard to any of Participating Class Members' Released Class Claims. Nor will Participating
26 Class Members contest or interfere with efforts by Defendant or a Released Party to oppose any attempt
27 to bring or assert such Released Class Claims against Defendant or a Released Party.

28 53. Release of the Released PAGA Claims. Upon the Effective Date, and except as to such

1 rights or claims as may be created by this Settlement Agreement, Plaintiff as an agent and proxy for, the
2 LWDA fully and forever releases and discharges all of the Released Parties, or any of them, from each of
3 the Released PAGA Claims during the PAGA Period.

4 54. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to
5 void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or
6 more of Class Members opt out of the Settlement. Defendant must exercise this right of rescission in
7 writing to Class Counsel within fifteen (15) business days after the Response Deadline. If the option to
8 rescind is exercised, then the Parties shall revert to *status quo ante* prior to the mediation held on
9 September 6, 2022 and Defendant will be solely responsible for all Settlement Administration Costs
10 incurred to the date of rescission.

11 55. Objection Procedures. To object to the Settlement Agreement, a Class Member may
12 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
13 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by
14 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
15 deemed to have waived all objections to the Settlement and will be foreclosed from making any
16 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
17 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
18 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
19 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
20 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
21 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
22 Class Member shall not participate in or be bound by the Settlement.

23 56. Certification Reports Regarding Individual Settlement Payment Calculations. The
24 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
25 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
26 the Settlement, and whether any Class Member has submitted a challenge to any information contained
27 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties
28 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

1 However, the Settlement Administrator will not be authorized to share the Class List (or any portion
2 thereof) with Class Counsel, unless written authorization is provided by Defendant or its counsel.

3 57. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
4 of the Funding Date, the Settlement Administrator will issue the Court-authorized payments to: (a)
5 Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency;
6 (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for
7 Court-approved services performed in connection with the Settlement.

8 58. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
9 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
10 more than one hundred and eighty (180) calendar days after issuance will be tendered to Legal Aid at
11 Work. The Parties do not have a connection to or a relationship with Legal Aid at Work that could
12 reasonably create the appearance of impropriety as between the selection of Legal Aid at Work as the
13 recipient of the unclaimed residuals and the interests of the class.

14 59. Certification of Completion. Upon completion of administration of the Settlement, the
15 Settlement Administrator will provide a written declaration under oath to certify such completion to the
16 Court and counsel for all Parties.

17 60. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
18 be allocated as follows: (a) Forty Percent (40%) of each Individual Settlement Payment will be allocated
19 as wages for which IRS Forms W-2 will be issued; and (b) Sixty Percent (60%) will be allocated as non-
20 wages for which IRS Forms 1099-MISC will be issued.

21 61. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
22 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class
23 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
24 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
25 and penalties to the appropriate government authorities.

26 62. Tax Liability. The Parties make no representation as to the tax treatment or legal effect
27 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on
28 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this

1 regard. Each Participating Class Member shall have sole responsibility for any and all tax consequences
2 applicable to any amounts they are paid pursuant to the Settlement. No opinion regarding the tax
3 consequences of this Settlement to any Participating Class Member is being given, or will be given, by
4 the Defendant, counsel for the Defendant, any other Released Party, or Class Counsel. Participating
5 Class Members must consult their own tax advisors regarding the tax consequences of this Settlement,
6 including but not limited to any payments provided or tax reporting obligations. The Defendant, the
7 Released Parties, counsel for the Defendant, and Class Counsel shall have no liability or responsibility
8 whatsoever for any tax consequences resulting from payments made pursuant to the Settlement.

9 63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
10 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
11 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
12 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
13 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
14 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
15 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
16 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
17 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
18 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
19 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
20 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
21 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
22 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
23 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
24 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
25 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
26 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
27 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
28 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE

1 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
2 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
3 AGREEMENT.

4 64. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
5 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
6 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
7 action or right herein released and discharged.

8 65. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
9 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
10 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
11 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
12 likewise be treated as void from the beginning.

13 66. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
14 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
15 for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary
16 approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The
17 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as
18 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this
19 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
20 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting
21 all documents necessary to obtain preliminary approval. Class Counsel will provide Defendant the
22 Motion for Preliminary Approval at least seven (7) days prior to filing so that Defendant can review and
23 make comments on the motion. Plaintiff will reasonably consider and incorporate the Defendant's
24 comments.

25 67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
26 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
27 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
28 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)

1 the Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and
2 Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness
3 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
4 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
5 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval
6 hearing. Class Counsel will provide Defendant the Motion for Final Approval at least seven (7) days
7 prior to filing so that Defendant can review and make comments on the motion. Plaintiff will reasonably
8 consider and incorporate the Defendant's comments.

9 68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
10 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
11 approval. After entry of the Judgment, the Court will have continuing jurisdiction to enforce the terms of
12 the Settlement Agreement pursuant to Code of Civil Procedure section 664.6.

13 69. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by
14 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
15 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
16 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this
17 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
18 California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives
19 any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California
20 Civil Code or similar provisions of applicable law which are as follows:

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

27 70. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
28 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth

herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

72. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

73. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

75. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

76. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

1 77. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
2 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
3 Settlement after arm's-length negotiations with a respected mediator and in the context of adversarial
4 litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge
5 that they are each represented by competent counsel and that they have had an opportunity to consult
6 with their counsel regarding the fairness and reasonableness of this Settlement.

7 78. Invalidity of Any Provision. Before declaring any provision of this Settlement
8 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
9 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
10 valid and enforceable.

11 79. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
12 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
13 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court.

14 80. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
15 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
16 approved, the stipulation to certification will be void. The Parties further agree that certification for
17 purposes of the Settlement is not an admission that class action certification is proper under the standards
18 applied to contested certification motions and that this Settlement Agreement will not be admissible in
19 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant
20 is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

21 81. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
22 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
23 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
24 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
25 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
26 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
27 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
28 of the negotiations connected with it, will be construed as an admission or concession by Defendant of

1 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
2 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
3 offered or received as evidence in any action or proceeding to establish any liability or admission on the
4 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
5 compliance with, federal, state, local or other applicable law.

6 82. No Public Comment or Undue Publicity: Neither Plaintiff nor Class Counsel will cause
7 to be publicized, directly or indirectly, any discussion resulting in or the existence of this Settlement or its
8 terms in any type of media, including, but not limited to, speeches, press conferences, press releases,
9 interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet,
10 Facebook, Twitter, Instagram, or any other social media. Plaintiff and Class Counsel agree that they will
11 not contact the media or press regarding the claims in the Action and further, that if they are contacted by
12 the media or press, Plaintiff or Class Counsel shall respond only that the matter has settled. Defendant
13 may enforce this provision through an action for injunctive relief. This provision does not apply to any
14 publications ordered by the Court.

15 83. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
16 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
17 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

18 84. Enforcement Actions. In the event that one or more of the Parties institutes any legal
19 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
20 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
21 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
22 expert witness fees incurred in connection with any enforcement actions.

23 85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
24 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
25 more strictly against one party than another merely by virtue of the fact that it may have been prepared
26 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
27 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

28 86. Representation By Counsel. The Parties acknowledge that they have been represented

1 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
2 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
3 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

4 87. All Terms Subject to Final Court Approval. All amounts and procedures described in
5 this Settlement Agreement herein will be subject to final Court approval.

6 88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
7 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
8 Settlement Agreement.

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

14 **READ CAREFULLY BEFORE SIGNING**

15 **PLAINTIFF**

16 Dated: _____

17 _____
Walter Fine

18 **DEFENDANT**

19 Dated: _____

20 _____
Nik Dehejia
21 Conservation Society of California
22
23
24
25
26
27
28

1 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
2 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
3 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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5 this Settlement Agreement herein will be subject to final Court approval.

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7 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
8 Settlement Agreement.

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11 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
12 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
13 otherwise might apply under federal or state law.

14 **READ CAREFULLY BEFORE SIGNING**

15 **PLAINTIFF**

16 Dated: _____

17 _____
Walter Fine

18 **DEFENDANT**

19 Dated: _____

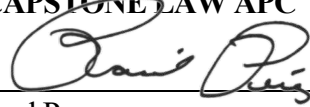
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APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 2/28/2023

By: 
Raul Perez
Attorneys for Plaintiff Walter Fine

SEYFARTH SHAW LLP

Dated: _____

By: _____
Ryan McCoy
Attorneys for Defendant Conservation Society of
California

1 **APPROVED AS TO FORM**

2 **CAPSTONE LAW APC**

3 Dated: _____

4 By: _____

Raul Perez

Attorneys for Plaintiff Walter Fine

6 **SEYFARTH SHAW LLP**

7 Dated: February 28, 2023

8 By: _____

RWG
Ryan McCoy

Attorneys for Defendant Conservation Society of
California

Exhibit A

Fine v. Conservation Society of California, No. RG21110152
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ALAMEDA
NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current or former hourly-paid or non-exempt employees employed by Defendant Conservation Society of California (“Defendant”) in the State of California at any time from August 20, 2017 through [the earlier of December 5, 2022 or the date of Preliminary Approval] (“Class Members”).

All current or former hourly-paid or non-exempt employees employed by Defendant in the State of California at any time from August 20, 2020 through [the earlier of December 5, 2022 or the date of Preliminary Approval] (“PAGA Members”).

On _____, the Honorable Evelio Grillo of the Alameda County Superior Court granted preliminary approval of this class action and PAGA settlement and ordered the litigants to notify all Class Members of the proposed settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member and/or PAGA Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the proposed class settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the class action settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at :00 .m. on _____, 2023 in Department 21 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612.

At the Final Fairness Hearing, the Court will hear all objections, as well as arguments for and against the proposed class action settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. If you decide to hire an attorney to represent you, you will be solely responsible for paying any attorneys’ fees and/or costs associated with that representation. You are also permitted to appear remotely through Zoom. See <https://www.alameda.courts.ca.gov/general-information/remote-appearances>.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may not receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

Summary of the Litigation

Plaintiff Walter Fine, on his behalf and on behalf of other current and former non-exempt employees, alleges among other things that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business; (5) pay employees all vested vacation time or paid time off; (6) provide employees one day of rest in seven; and (7) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On September 6, 2022, the parties participated in a full-day mediation with Jeffrey Krivis, an experienced and well-respected class action mediator. With Mr. Krivis’ guidance, the parties were able to negotiate a complete settlement of Plaintiff’s class and representative claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class for settlement purposes, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims and that class certification would be inappropriate. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$700,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Walter Fine for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) \$233,333 in attorneys’ fees and up to \$20,000 in litigation costs and expenses; (4) a \$20,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$15,000 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection with the PAGA, and a \$5,000 payment (“PAGA Fund”) to all PAGA Members; and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$15,000. After deducting the above payments, a total of approximately \$__ will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Fund”). Additionally, all PAGA Members will receive a proportional share of the \$5,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from August 20, 2017 through [the earlier of December 5, 2022 or Preliminary Approval] (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member’s share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$_____.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from August 19, 2020 through [the earlier of December 5, 2022 or Preliminary Approval] (“PAGA Period”) and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the “PAGA Workweek Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual Participating PAGA Member’s total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$_____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$_____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____
Fax No. _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Participating Class Members and PAGA Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 40% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 60% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action that were alleged or reasonably could have been raised based on the facts alleged in the operative complaint during the Class Period, regardless of the theory of recovery, including: (a) all claims for unpaid overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid minimum wages; (d) all claims for the failure to reimburse for necessary business expenses; (e) all claims for to pay vested vacation time or paid time off; (f) all claims for the failure to provide one day of rest in seven; (g) all claims for the failure to timely pay wages upon termination; (h) all claims for the failure to timely pay wages during employment; (i) all claims for wage statement violations and record-keeping violations; and (j) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

Additionally, Plaintiff, as an agent and proxy for the LWDA, will release any and all PAGA claims or causes of action of whatever kind or nature which occurred during the PAGA Period that were alleged, or that reasonably could have been alleged, based on the facts alleged in the Action and Plaintiff's LWDA letter, regardless of theory of recovery ("Released PAGA Claims").

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the class settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked no later than _____, 2023. If you submit a Request for Exclusion which is not postmarked by _____, 2023, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims; but
- If you are a PAGA Member, you will still receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2023. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Alameda and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez

Capstone Law APC

1875 Century Park E., Suite 1000

Los Angeles, CA 90067

Phone: 1 (888) 254-0611

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******