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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

RENE LABRADO, individually, and on
behalf of other members of the general public
similarly situated; AMY PUGH, 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,

v.

JTH TAX INC. DBA LIBERTY TAX
SERVICE, a California corporation; and
DOES 1 through 100, inclusive ,

Defendants.

Case No.: BC715076

Honorable Maren E. Nelson
Department SSC17

CLASS ACTION

**DECLARATION OF YASMIN HOSSEINI
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declarations of
Proposed Class Representatives (Rene Labrado
and Amy Pugh); and [Proposed] Order filed
concurrently herewith]

Date: April 14, 2022
Time: 10:00 a.m.
Department: SSC17

Complaint Filed: July 30, 2018
FAC Filed: December 9, 2021
Trial Date: None Set

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Rene Labrado and Amy Pugh (together, “Plaintiffs”). 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. Since October 2008, 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, the firm 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 the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. From approximately December 2004 to approximately August 2008, he was employed
9 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
10 cases involving toxic torts and products liability. In addition, he gained substantial experience on
11 cases involving insurance bad faith, premises liability, and medical negligence. While employed
12 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
13 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
14 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
15 PC, he has almost exclusively focused on the prosecution of consumer and employment class
16 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
17 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
18 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
19 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
20 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
21 counsel, he has successfully litigated cases involving the executive, administrative, and other
22 overtime exemptions to the State of California and federal overtime compensation requirements.
23 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
24 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
25 1,000 class action or representative action cases.

26 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
27 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
28 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.

1 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
2 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
3 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
4 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
5 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
6 of the State of California and all United States District Courts in the State of California. He has
7 worked on many wage-and-hour class action and representative action cases, taking the lead in
8 taking and defending depositions, arguing motions, and attending mediations. He has played an
9 integral role in preparing matters for class certification, including and not limited to, successful
10 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
11 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
12 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
13 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
14 representative cases have resulted in settlements that have been granted court approval, including
15 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
16 class action or representative action cases which have resulted in settlement.

17 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
18 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
19 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
20 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
21 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
22 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
23 Court. She has taken and defended dozens of depositions, successfully opposed multiple motions
24 to compel arbitration, engaged in successful complex motion practice relating to coordination and
25 intervention, and certified dozens of class action cases for settlement by way of the court approval
26 process. She has obtained notable decisions regarding the Private Attorneys General Act and
27 employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9
28 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied

(U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She has handled over one hundred and fifty (150) class action and/or representative action settlements. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from the University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from Pepperdine University School of Law in 2017. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, including drafting, negotiating, and finalizing settlement agreements, preparing pleadings and motions for court approval of settlements, making court appearances, preparing pleadings, and engaging in motion practice.

EXAMPLES OF CLASS ACTION RESULTS

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

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

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

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

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

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

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

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

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

25 i) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action involving allegations of misclassification of the salaried residential
27 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
28 class certification. The Los Angeles County Superior Court Case Number is BC474784.

1 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and representative action against a national retailer of upscale hardware and
3 home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
4 approval of the class and representative action settlement. The Los Angeles County Superior
5 Court Case Number is JCCP4794.

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

11 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
13 involving allegations of misclassification of the “Department Manager” position. On August 12,
14 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
15 Alameda County Superior Court Case Number is RG13680477.

16 m) LFJ represented the plaintiff in a representative action under the Private
17 Attorneys General Act, against a real estate and property management company, on behalf of non-
18 exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
19 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

20 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a full-service bank, on behalf of non-exempt employees. On
22 November 18, 2016, the court granted final approval of the class action settlement. The San
23 Francisco County Superior Court Case Number is CJC-13-004839.

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

1 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
2 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
3 employer's motion to compel arbitration, which resulted in a published opinion by the California
4 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
5 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
6 Court Docket No. 17-254).

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

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

17 s) LFJ represented the plaintiff in a wage-and-hour class and representative
18 action against a property management company, on behalf of non-exempt employees. On June 14,
19 2017, the court granted final approval of the class and representative action settlement. The Los
20 Angeles County Superior Court Case Number is BC586234.

21 t) LFJ represented the plaintiffs in a wage-and-hour class action and
22 representative action against a food company on behalf of non-exempt employees. On June 30,
23 2017, the court granted final approval of the class and representative action settlement. The
24 Sacramento County Superior Court Case Number is 34-2015-00175871.

25 u) LFJ represented the plaintiffs in a wage-and-hour class action and
26 representative action against a chocolate company on behalf of non-exempt employees. On July
27 19, 2017, the court granted final approval of the class and representative action settlement. The
28 Alameda County Superior Court Case Number is RG15764300.

1 v) LFJ represented the plaintiffs in a wage-and-hour class action and
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and representative
4 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

5 w) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class action and representative action against a property management company on
7 behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order
8 granting final approval of the class and representative action settlement. The Los Angeles County
9 Superior Court Case Number is JCCP 4819.

10 x) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class action and representative action against a global provider of flexible office
12 space solutions. On February 15, 2018, the court entered an order granting final approval of the
13 class and representative action settlement. The Los Angeles County Superior Court Case Number
14 is BC498401.

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

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

23 aa) LFJ, in association with co-counsel therein, represented the plaintiff in a
24 representative action under the Private Attorneys General Act, against a global provider of
25 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
26 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
27 Court Case Number is S-1500-CV-280215-SDC.
28

1 bb) LFJ represented the plaintiff in a wage-and-hour class action against a
2 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
3 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
4 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
5 JCCP 4886.

6 cc) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
7 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
8 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
9 notable decision from the California Supreme Court clarifying the law and finding, in part, that
10 employer arbitration agreements are unenforceable where they block a PAGA claim from
11 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

12 dd) LFJ represented the plaintiffs in a wage-and-hour class and representative
13 action against a bank on behalf of non-exempt employees. On September 27, 2019, the court
14 granted the plaintiffs' motion for class certification in part and certified a class. The Alameda
15 County Superior Court Case Number is RG15757606 and the Judicial Council Coordination
16 Proceeding Number is JCCP 4921.

17 ee) LFJ represented the plaintiffs in a wage-and-hour class and representative
18 action against a national retailer of apparel and fashion accessories, on behalf of non-exempt
19 employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in
20 part and certified a class. The Sacramento County Superior Court Case Number is 34-2015-
21 00175330-CU-OE-GDS.

22 ff) LFJ represented the plaintiff in a wage-and-hour class and representative
23 action against a medical equipment supplier on behalf of non-exempt employees. On February
24 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The
25 San Bernardino County Superior Court Case Number is CIVDS1505744.

26 gg) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a large national drug testing
28 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the

1 plaintiff's motion for class certification and certified a class. The San Diego County Superior
2 Court Case Number is 37-2018-00019611-CU-OE-CTL.

3 hh) LFJ represented the plaintiffs in a wage-and-hour class and representative
4 action against a national retailer of sportswear, footwear, and camping equipment on behalf of
5 non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for
6 class certification and certified a class. The Riverside County Superior Court Case Number is
7 RICJCCP4930.

8 ii) LFJ, in association with co-counsel therein, represents the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a plastic packaging company on
10 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
11 for class certification and certified a class. The San Bernardino County Superior Court Case
12 Number is CIVDS1507361.

13 jj) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class action against manufacturer and supplier of power products and services on
15 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
16 for class certification and certified a class. The San Diego County Superior Court Case Number is
17 37-2015-00025968-CU-OE-CTL.

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

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

26 **PRELIMINARY APPROVAL**

27 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
28 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement")

1 entered into by and between Plaintiffs Rene Labrado and Amy Pugh, individually and on behalf
2 of all others similarly situated and other aggrieved employees, on the one hand, and Defendant
3 JTH Tax Inc. d/b/a Liberty Tax Service (“Defendant”), on the other hand (collectively, the
4 “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action
5 Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and
6 respectfully request that the Court approve it as well.

7 9. Based on information provided by Defendant, the Class is estimated to consist of
8 approximately nine hundred and twenty-four (924) individuals.

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

17 11. Class Counsel has litigated the case for over three years, and was actively preparing
18 the matter for class certification and trial. The Parties have engaged in extensive settlement
19 negotiations and participated in a formal, full-day mediation conducted by Steve Rottman, Esq., a
20 well-respected mediator experienced in mediating complex labor and employment matters. Prior
21 to and during the mediation and settlement discussions, the Parties exchanged extensive
22 information and engaged in discussions regarding their evaluations of the case and various aspects
23 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
24 Parties of proceeding with class certification and/or representative adjudication, the law relating
25 to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour
26 law and enforcement, as well as the evidence produced and analyzed, and the possibility of
27 appeals, among other things. During all settlement discussions, the Parties conducted their
28 negotiations at arm’s length in an adversarial position. Arriving at a settlement that was acceptable

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

11 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
12 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
13 Prior to engaging in mediation, Plaintiffs conducted significant investigation and formal and
14 informal discovery regarding the facts of the case, including and not limited to, the exchange,
15 review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiffs,
16 and other sources. Class Counsel propounded multiple sets of formal written discovery requests
17 onto Defendant (specifically, Requests for Production of Documents (Sets One, Two, and Three),
18 Special Interrogatories (Sets One, Two, Three, and Four), and Form Interrogatories-General (Set
19 One)) and noticed the depositions of Defendant's Person Most Knowledgeable designees. Class
20 Counsel also worked with Plaintiff Rene Labrado to provide responses to formal written discovery
21 propounded by Defendant (specifically, Special Interrogatories (Set One), Requests for Admission
22 (Set One), Requests for Production of Documents (Set One), Form Interrogatories-General (Set
23 One), and Form Interrogatories-Employment Law (Set One)), prepared for and took the deposition
24 of Defendant's Person Most Knowledgeable witnesses (specifically, Defendant's Assistant Vice
25 President of Product Development and Human Resources Manager) over the course of two (2)
26 separate days in September 2020 and October 2020, and prepared for and defended the deposition
27 of Plaintiff Rene Labrado in October 2020. The volume of data and documents that Class Counsel
28 reviewed and analyzed included and was not limited to: Plaintiffs and other Class Members'

1 employment records, a detailed sampling of Class Members' time and pay data, list of stores and
2 offices with seasonal hours and schedules, multiple versions of Defendant's Employee Manual,
3 multiple iterations of Defendant's Code of Conduct, company policy acknowledgements, internal
4 memoranda, job descriptions, Defendant's operations and employment practices, procedures, and
5 policies (including but not limited to Defendant's Owned & Operated Office Supervisor Bonus
6 Plan Program Guidelines, Annual Company Store and Office Bonus Plan, New Hire/Rehire
7 Training, Personal Cell Phone Stipend Policy, Electronic Communications & Remote Access
8 Policy, and Purchasing Policy), among other information and documents. Class Counsel
9 interviewed Plaintiffs and other Class Members to gather facts and to identify potential witnesses.
10 Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues
11 relating to the pleadings, discovery, and the production of documents and data prior to the
12 mediation. Class Counsel also drafted pleadings and the mediation brief and prepared for and
13 attended court proceedings, mediation, and settlement negotiations, among other tasks.

14 13. Counsel for the Parties have also invested time researching and investigating the
15 applicable law, which is constantly evolving as it relates to certification, representative PAGA
16 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
17 Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered.
18 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
19 reasonable.

20 14. The Settlement provides for a Total Settlement Amount of One Million One
21 Hundred Twenty-Five Thousand Dollars (\$1,125,000.00). The Net Settlement Amount is the
22 Total Settlement Amount less the following amounts subject to approval by the Court: Attorneys'
23 Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, Settlement Administration
24 Costs to Settlement Administrator, and the PAGA Allocation. Assuming that the amounts
25 allocated under the Settlement toward these payments are awarded by the Court, the Net
26 Settlement Amount that will be available for distribution to Settlement Class Members is currently
27 estimated to be Five Hundred Sixty-Six Thousand Seven Hundred Fifty Dollars (\$566,750.00).
28 Additionally, 25% of the PAGA Allocation (i.e., the Employee PAGA Amount), which is \$25,000

1 out of \$100,000, will be distributed to Settlement Class Members. The Total Settlement Amount
2 will be fully distributed in accordance with the terms of the Settlement and there is no reversion
3 to Defendant.

4 15. The Parties have agreed to retain Simpluris, Inc. (“Simpluris” or “Settlement
5 Administrator”) to handle the notice and settlement administration process. The Parties
6 respectfully request that the Court appoint Simpluris to handle these procedures and serve as the
7 Settlement Administrator. Defendant will provide Simpluris with a list of Class Members that
8 Defendant will compile from its records, which will include each Class Member’s last known full
9 name; last known mailing address; Social Security Number; and Workweeks (“Class Data and
10 List”), and Simpluris will calculate each Class Member’s estimated share of the Net Settlement
11 Amount (“Individual Settlement Share”) and estimated share of the Employee PAGA Amount
12 (“Individual PAGA Payment”). Simpluris will also receive Requests for Exclusion, Notices of
13 Objection, and disputes regarding Workweeks; provide necessary reports and declarations;
14 calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit
15 informational and other tax filings and documents; issue and transmit all payments provided for
16 by the Settlement, including and not limited to, mailing Individual Settlement Share and Individual
17 PAGA Payment checks to the Settlement Class Members; and perform any other usual and
18 customary duties for administering a class action settlement. Settlement Administration Costs are
19 currently estimated not to exceed Twelve Thousand Dollars (\$12,000.00) and will be paid out of
20 the Total Settlement Amount, subject to approval of the Court.

21 16. Based on investigation and information discovered, Class Counsel believes that
22 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
23 that Defendant, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly pay
24 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
25 rest periods and to pay associated premium pay, failed to timely pay wages during employment
26 and upon termination of employment, failed to provide compliant wage statements, failed to
27 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
28 thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable

1 under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.).
2 Plaintiffs also asserted that Class Members were expected to perform similar job duties and were
3 subject to the same or similar operations and employment policies, practices, and procedures.
4 Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with respect to Plaintiffs
5 and the Class Members were substantially the same during the time period at issue. As a result of
6 said alleged uniform practices, Plaintiffs claim that the Class Members, were not paid all of the
7 compensation that was owed to them by Defendant since July 30, 2014. Thus, in Class Counsel's
8 view, it is clear that the outcome of this litigation would be determined by Defendant's uniform
9 operations and employment practices, policies, and procedures that Plaintiffs allege applied across
10 Defendant's hourly-paid or non-exempt employees in California during the Class Period.

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

20 18. Defendant, on the other hand, denied and continues to deny any liability and
21 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
22 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
23 than the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
24 have also had the opportunity to interview witnesses and review documents and information
25 relating to Plaintiffs' and Class Members' employment with Defendant, and Defendant's
26 operations and employment policies, practices, and procedures. The Parties also reviewed and
27 analyzed a large volume of documents and data, including but not limited to a detailed sampling
28 of Class Members' time and pay information, to determine the potential value and strength of the

1 claims. The available information enabled Class Counsel to assess and value the class and PAGA
2 claims and prepare violation, damages, and penalties analyses and models. Accordingly, the
3 Parties have conducted adequate investigation and discovery to be sufficiently informed of the
4 nature and extent of the class and PAGA claims, and to enable both sides to fully evaluate the
5 Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter
6 is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well
7 as the costs and risks to both sides that would attend further litigation. The Settlement takes into
8 account the strengths and weaknesses of each side's position and the uncertainty of how the case
9 might have concluded at certification, trial, and/or appeals.

10 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
11 in an amount of up to thirty-five percent (35%) of the Total Settlement Amount
12 (i.e., \$393,750.00) and expenses and costs in an amount not to exceed Thirty-Five Thousand
13 Dollars (\$35,000.00), which will be paid out of the Total Settlement Amount, subject to approval
14 by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation
15 and will not receive any compensation until recovery is obtained.

16 20. The Settlement Agreement provides for payment of up to Ten Thousand Dollars
17 (\$10,000.00) to Plaintiff Rene Labrado and Seven Thousand Five Hundred Dollars (\$7,500.00) to
18 Plaintiff Amy Pugh as Enhancement Payments (for a combined total of \$17,500.00), to be paid
19 out of the Total Settlement Amount subject to approval by the Court. Plaintiffs spent considerable
20 time and effort to produce relevant documents and past employment records and to provide the
21 facts and evidence necessary to attempt to prove the allegations. For example, Plaintiff Rene
22 Labrado expended effort to review and provide responses to multiple sets of discovery requests
23 that were propounded by Defendant and to prepare for and attend deposition, while Plaintiff Amy
24 Pugh provided important information in connection with the claims (including and not limited to,
25 claims under PAGA) and mediation. Plaintiffs were available whenever Class Counsel needed
26 them and actively tried to obtain information that would facilitate the pursuit of the class and
27 PAGA claims. Accordingly, it is appropriate and just for Plaintiffs to each receive an
28 Enhancement Payment, in addition to their Individual Settlement Shares and Individual PAGA

1 Payments, for their services on behalf of the Class.

2 **ESTIMATE OF THE VALUE OF THE CLAIMS**

3 21. Plaintiffs' action alleges that Defendant has violated the California Labor Code and
4 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
5 scheme of wage abuse against Plaintiffs and the putative class members, including *inter alia*,
6 failing to properly compensate overtime and minimum wages, failing to provide compliant meal
7 and rest periods and associated premium pay, failing to timely pay wages during employment,
8 failing to timely pay wages upon termination and associated waiting-time penalties, failing to
9 provide compliant wage statements, failing to maintain requisite payroll records, and failing to
10 reimburse necessary business expenses. Plaintiffs further contend that Defendant's
11 aforementioned conduct constitutes unfair business practices (under the California Business and
12 Professions Code ("UCL")), and Plaintiff Amy Pugh contends that said conduct gives rise to civil
13 penalties recoverable under the California Labor Code, Private Attorneys General Act ("PAGA").

14 22. Based on data provided by Defendant prior to the mediation on May 24, 2021, the
15 total number of putative class members during the period from July 30, 2014 to May 19, 2021
16 ("relevant time period") was estimated to be approximately nine hundred twenty-two (922)
17 individuals who worked a total of twelve thousand one hundred twenty (12,120) workweeks with
18 an average hourly rate of pay of nineteen dollars and seventy-one cents (\$19.71).

19 23. Plaintiffs contended that Defendant required putative class members to perform
20 work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest
21 periods. Plaintiffs contended that Defendant discouraged the recordation of overtime hours and
22 required putative class members to perform work off-the-clock. Plaintiffs contended that
23 Defendant failed to include non-discretionary bonuses and incentives in the calculation of the
24 regular rate when paying overtime wages. Plaintiffs also contended that meal and rest periods were
25 regularly missed, later, shortened, and/or interrupted, that putative class members were required
26 to remain on premises during rest breaks, readily available to perform work, answer questions
27 from both supervisors and coworkers, and assist clients, and that Defendant failed to properly pay
28 premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged that

1 Defendant intentionally and willfully failed to pay Plaintiffs and putative class members all wages
2 due to them while they were employed by Defendant, within the time period permissible under
3 California law, and that Defendant failed to pay all wages due upon termination, within the time
4 period permissible under California law, thereby triggering waiting-time penalties under
5 California Labor Code section 203. Plaintiffs contended that, based on the violations described
6 herein, the wage statements provided by Defendant and the payroll records kept by Defendant
7 were inaccurate. Finally, Plaintiffs contended that Defendant failed to reimburse Plaintiffs and
8 the other putative class members for necessary business expenses, including, but not limited to,
9 the costs associated with the use of personal cell phones, purchasing and/or maintaining work
10 attire, and mileage for usage of personal vehicles necessary to perform their work duties.

11 24. Class Counsel considered defense arguments, e.g., that the employer's practices,
12 policies, and procedures complied with the law, that it paid putative class members over the
13 California minimum wage for all hours worked, that it correctly paid overtime for all overtime
14 hours worked, that no waiting-time penalties were due because waiting-time penalties only arise
15 from "willful" failure to pay wages due and owing at the time of termination or resignation, that
16 Plaintiffs and putative class members suffered no actual injury from the alleged wage statement
17 violations and that this cause of action and the recordkeeping violation are entirely derivative of
18 the other causes of action, and that a policy and practice of reimbursing employees for necessary
19 business-related expenses exists. Class Counsel also considered the likelihood of Plaintiffs'
20 success in establishing that any of provisions of the California Labor Code, on which the civil
21 penalties under PAGA and the UCL claim are predicated, were violated and that such violations
22 were injurious. Class Counsel also considered that Courts have wide discretion when assessing
23 penalties under PAGA, and that it could be determined that individual liability issues predominate
24 (e.g. due to purported variation in shifts, locations, job duties, season (e.g., tax season versus off
25 season), and other circumstances which could raise individualized questions of fact) and could
26 pose challenges to certification and the merits of Plaintiffs' claims.

27 25. Class Counsel considered information obtained through investigations and from
28 Plaintiffs, as well as class data and information provided by Defendant and obtained from other

sources, and created violation, damages, and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential value of each of the claims. However, the potential value of each claim assumed an exposure based on the case having been certified and Plaintiffs having proven all elements of the claims and entitlement to monetary recovery, despite risks associated with obtaining and maintaining certification, risks to establishing liability and any underlying California Labor Code violations and damages, and significant additional costs that would have to be incurred in order to certify the case and establish liability and damages. Plaintiffs also faced the risk of the Court finding that individualized issues predominate, such that the action is not suitable for class treatment and representative adjudication. While Class Counsel disagreed with defense arguments and factual contentions, Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, 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 \$1,075,165.20 (12,120 workweeks x 3 hours of unpaid overtime wages x overtime hourly rate of \$29.57, which is based on the average hourly rate of \$19.71). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$537,582.60), 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 \$268,791.30), 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 \$107,516.52).
- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$238,885.20 (12,120 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$19.71). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing

the value of this claim closer to \$119,442.60), 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 \$59,721.30), 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 \$23,888.52).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$955,540.89 (12,120 workweeks x 4 meal period premium x average hourly rate of \$19.71). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$382,216.32), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$152,886.53), 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 \$61,154.61).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$716,655.60 (12,120 workweeks x 3 rest period premium x average hourly rate of \$19.71). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$286,662.24), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$85,998.67), 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 \$34,399.47).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

- 1 f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):
2 Based on information and data provided by Defendant, it was estimated that
3 approximately seven hundred ninety-eight (798) putative class members had been
4 terminated during the three-year statute of limitations (i.e., from July 30, 2014).
5 Assuming that these individuals were not timely paid all wages due to them upon
6 termination, the potential value of waiting-time penalties was estimated to be
7 \$3,774,859.20 collectively (798 individuals x [30 days x hourly rate of \$19.71 x 8
8 hours]), or approximately \$4,730.40 per individual. At this juncture, a discount of
9 60% was applied to account for the risks associated with obtaining and maintaining
10 class certification (bringing the value of this claim closer to \$1,509,943.68), a
11 discount of 60% was applied to account for the risks associated with succeeding on
12 the merits and establishing liability (bringing the value of this claim closer to
13 \$603,977.47), and a discount of 60% was applied to account for the risks associated
14 with proving the extent of damages and obtaining an award thereof (bringing the
15 value of this claim closer to \$241,590.99).
- 16 g. Failure to Provide Compliant Wage Statements: The potential value of this claim
17 was calculated to be \$284,950.00 ([407 initial violations x \$50 statutory penalty] +
18 [2,646 subsequent violations x \$100 statutory penalty]). At this juncture, a discount
19 of 60% was applied to account for the risks associated with obtaining and
20 maintaining class certification (bringing the value of this claim closer to
21 \$113,980.00), a discount of 60% was applied to account for the risks associated with
22 succeeding on the merits and establishing liability (bringing the value of this claim
23 closer to \$45,592.00), and a discount of 50% was applied to account for the risks
24 associated with proving the extent of damages and obtaining an award thereof
25 (bringing the value of this claim closer to \$22,796.00).
- 26 h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be
27 recoverable by the Labor Commissioner, therefore, the value of this claim is
28 considered as a part of the valuation of the PAGA claim contained *infra*.

- 1 i. Failure to Reimburse Necessary Business Expenses: The potential value of this
2 claim was estimated to be \$169,680.00 (12,120 workweeks x \$14 unreimbursed
3 business expenses). At this juncture, a discount of 60% was applied to account for
4 the risks associated with obtaining and maintaining class certification (bringing the
5 value of this claim closer to \$67,872.00), a discount of 60% was applied to account
6 for the risks associated with succeeding on the merits and establishing liability
7 (bringing the value of this claim closer to \$27,148.80), and a discount of 50% was
8 applied to account for the risks associated with proving the extent of damages and
9 obtaining an award thereof (bringing the value of this claim closer to \$13,574.40).
- 10 j. PAGA Penalties: The amount of civil penalties at issue, which the Court could
11 determine whether or not to assess and whether or not to reduce based on the facts
12 and circumstances of the case (to avoid an award that is unjust, arbitrary and
13 oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)),
14 were estimated to be approximately \$793,650.00 (407 aggrieved employees
15 estimated to have worked during one-year statutory period x \$1,950.00 civil
16 penalties). At this juncture, a discount of 60% was applied to account for the risks
17 associated with demonstrating manageability (bringing the value of this claim closer
18 to \$317,460.00), a discount of 60% was applied to account for the risks associated
19 with succeeding on the merits and establishing liability (bringing the value of this
20 claim closer to \$126,984.00), and a discount of 70% was applied to account for the
21 risks associated with the Court's discretion to reduce civil penalties and obtaining
22 an award of civil penalties (bringing the value of this claim closer to \$38,095.20).

23 26. The foregoing discussion confirms that the amount of the Settlement is adequate in
24 light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those
25 allegations and causes of action, and legal and factual arguments and circumstances which pose
26 challenges to certification, manageability, merits, and monetary recovery. The conclusion to be
27 drawn from the foregoing analysis is that neither class certification, manageability, liability, nor
28 the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is

1 clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that
2 additional discounts could be made to the risk-adjusted value to account for the costs and expenses
3 associated with further litigation and the present value of obtaining a settlement now as opposed
4 to monetary recovery, if any, that may be obtained in the future after further litigation. Class
5 Counsel recognized the circumstances and realities of the case, applicable case law and
6 regulations, and risks to recovery and applied appropriate discounts.

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

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

14 Executed on this 22nd day of March 2022, at Glendale, California.

15 

16 _____
Yasmin Hosseini

EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Rene Labrado, on behalf of all others similarly situated, and Amy Pugh on behalf of all others similarly situated and aggrieved employees (together, “Plaintiffs”), and Defendant JTH Tax Inc. d/b/a Liberty Tax Service (“Defendant” or “Employer”) (collectively with Plaintiffs, the “Parties”).

This Settlement Agreement shall be binding on Plaintiffs and Settlement Class Members (as defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On July 30, 2018, Rene Labrado filed his Class Action Complaint for Damages against Defendant in the Superior Court of California for the County of Los Angeles, Case No. BC715076 (“Action”), alleging ten causes of action for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay timely wages during employment, failure to timely pay final wages, failure to keep compliant payroll records, failure to keep compliant wage statements, failure to reimburse business expenses, and violations of California Business and Professions Code §§ 17200, *et seq.* on behalf of current and former hourly-paid or non-exempt employees who worked for Defendant in California at any time from July 30, 2014 through final judgment.

2. On August 2, 2021, Amy Pugh provided written notice by certified mail to the Labor and Workforce Development Agency and Defendant of the specific provisions of the California Labor Code that Defendant violated (“PAGA Letter”). On November 29, 2021 Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698 *Et Seq.* against Defendant in the Superior Court of California for the County of Los Angeles, Case No. BC715076 (“Operative Complaint”). The Operative Complaint alleges eleven causes of action for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to timely pay final wages, failure to provide compliant wage statements, violations of California Business and Professions

1 Code §§ 17200, *et seq.*, and civil penalties pursuant to the Private Attorneys General Act of 2004,
2 California Labor Code Section 2698, *et seq.*, on behalf the putative class.

3 3. Defendant denies all material allegations set forth in the Action, and has asserted
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
5 Defendant desires to fully and finally settle the Action and Released Claims.

6 4. Class Counsel in the Action diligently investigated the claims against Defendant,
7 including any and all applicable defenses and the applicable law. The investigation included, *inter alia*,
8 the exchange of information, data, and documents, and review of numerous corporate policies and
9 practices.

10 5. On May 24, 2021, the Parties participated in mediation with Steve Rottman, Esq. (the
11 “Mediator”), a respected mediator of complex wage and hour actions. With the assistance of the
12 Mediator and his evaluations, the Parties ultimately reached the settlement that is memorialized herein.
13 The settlement discussions were conducted at arm’s-length, and the settlement is the result of an
14 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs
15 and risks associated with continued litigation of the Action. Based on the documents produced, as well
16 as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the
17 settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement
18 is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known
19 facts and circumstances, including the risk of significant delay and uncertainty associated with litigation
20 and various defenses asserted by Defendant.

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

26 **DEFINITIONS**

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

1 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
2 Class Counsel’s litigation and resolution of the Action, and all actual costs incurred and to be incurred
3 by Class Counsel in connection with litigation and resolution of the Action, as set forth in Paragraph 11
4 below.

5 b. “Class Counsel” or “Plaintiffs’ Counsel” mean Edwin Aiwazian, Arby Aiwazian,
6 and Joanna Ghosh of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

7 c. “Class Data and List” means a complete list of all Class Members that Defendant
8 will diligently and in good faith compile from its records and provide to the Settlement Administrator
9 within thirty (30) calendar days after Preliminary Approval. The Class Data and List will be formatted
10 in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s last known full
11 name, last known mailing address, Social Security Number, and Workweeks.

12 d. “Class Member(s)” or “Class” mean all current and former non-exempt employees
13 employed by Defendant within the State of California at any time from July 30, 2014 through August 22,
14 2021.

15 e. “Class Notice” means the Notice of Class Action Settlement, substantially in the
16 form attached as “**Exhibit A.**”

17 f. “Class Period” means the time period from July 30, 2014 through August 22,
18 2021.

19 g. “Class Released Claims” means any and all Released Claims other than those for
20 penalties under PAGA.

21 h. “Class Representatives” or “Plaintiffs” mean Rene Labrado and Amy Pugh.

22 i. “Court” means the Superior Court of the State of California for the County of Los
23 Angeles.

24 j. “Defendant” means JTH Tax Inc. d/b/a Liberty Tax Service.

25 k. “Defendant’s Counsel” means Gene Williams and Mark Posard of Gordon Rees
26 Scully Mansukhani, LLP.

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1 l. “Effective Date” means the latest of the following dates: (1) if no Class Member
2 timely and properly intervenes or files a motion to vacate the judgment under Code of Civil Procedure
3 § 663, then the date the Court enters an order granting Final Approval of the Settlement; (2) if a Class
4 Member intervenes or files a motion to vacate the judgment, then sixty-one (61) calendar days following
5 the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (3) if a Class
6 Member timely and properly intervenes or files a motion to vacate the judgment under Code of Civil
7 Procedure § 663, and if a timely appeal is filed, then the date of final resolution of that appeal (including
8 any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the
9 Settlement.

10 m. “Enhancement Payments” means the amount to be paid to Plaintiffs Rene
11 Labrado and Amy Pugh in recognition of their efforts and work in prosecuting the Action, as set forth
12 in Paragraph 12 below.

13 n. “Final Approval” means the determination by the Court that the Settlement is fair,
14 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

15 o. “Final Approval Hearing” means the hearing at which the Court will consider and
16 determine whether the Settlement should be granted Final Approval.

17 p. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
18 Amount that a Settlement Class Member may be eligible to receive under the Settlement, to be
19 calculated in accordance with Paragraph 16.

20 q. “Individual Settlement Payment” means the net payment of each Settlement Class
21 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
22 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
23 Paragraph 27 below.

24 r. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
25 Amount that a Class Member may be eligible to receive under the Settlement, to be calculated in
26 accordance with Paragraph 15, which is inclusive of employee’s share of taxes and withholdings with
27 respect to the wages portion of the Settlement.

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1 s. "LWDA Payment" means the amount of Seventy-Five Thousand Dollars
2 (\$75,000), i.e., 75% of the PAGA Allocation, that the Parties have agreed to pay to the California Labor
3 and Workforce Development Agency ("LWDA") as set forth in Paragraph 14.

4 t. "Net Settlement Amount" means the portion of the Total Settlement Amount that
5 is available for distribution to Settlement Class Members, which is the Total Settlement Amount less
6 the Court-approved Enhancement Payments, Settlement Administration Costs, PAGA Allocation, and
7 Attorneys' Fees and Costs.

8 u. "Notice of Objection" means a Class Member's valid and timely written
9 objection to the Settlement. A Notice of Objection must: (a) state the case name and number of the
10 Action; (b) state his or her full name, signature, address, telephone number, and the last four digits of
11 his or her Social Security number, (c) state all grounds for the objection accompanied by any legal or
12 factual support for such objection, (d) state the full name, address, and telephone number of any legal
13 representative representing him or her with respect to the objection; (e) copies of any papers, briefs, or
14 other documents upon which the objection is based; and (f) be returned by mail to the Settlement
15 Administrator at the specified address, postmarked on or before the Response Deadline. The date of the
16 postmark on the return mailing envelope on the submission will be the exclusive means to determine
17 whether a Notice of Objection has been timely submitted. Only a Class Member who does not request
18 exclusion from the Settlement may object to the Settlement.

19 v. "PAGA Allocation" means the allocation of One Hundred Thousand Dollars
20 (\$100,000) from the Total Settlement Amount for civil penalties pursuant to the Private Attorneys
21 General Act. Seventy-five percent (75%) of the PAGA Allocation, or \$75,000, will be paid to the Labor
22 and Workforce Development Agency (i.e., the LWDA Payment) and the remaining twenty-five percent
23 (25%) or, \$25,000, will be distributed to Settlement Class Members (i.e., the PAGA Employee Amount).

24 w. "PAGA Employee Amount" means the amount of Twenty-Five Thousand
25 Dollars, i.e., 25% of the PAGA Allocation, to be distributed to Settlement Class Members on a *pro rata*
26 basis.

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1 x. “PAGA Released Claims” means any and all Released Claims arising from any
2 of the facts alleged in the Operative Complaint and PAGA Letter, arising during the Class Period, that
3 may be asserted under the Private Attorneys General Act of 2004, codified in California Labor Code §
4 2698, *et seq.*

5 y. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means either
6 Plaintiff Rene Labrado, Plaintiff Amy Pugh, or Defendant, individually.

7 z. “Preliminary Approval” means entry of the Court order granting preliminary
8 approval of the Settlement.

9 aa. “Released Claims” means any and all claims arising from any of the facts alleged
10 in the Operative Complaint and PAGA Letter, arising during the Class Period, including but not limited
11 to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders,
12 regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum
13 wages, failure to provide compliant meal periods and associated premium pay, failure to provide
14 compliant rest periods and associated premium pay, failure to provide compliant wage statements,
15 failure to timely pay wages upon termination of employment, failure to timely pay wages during
16 employment, failure to maintain requisite payroll records, failure to reimburse necessary business
17 expenses, unfair or unlawful business practices in violation of California Business and Professions Code
18 § 17200, *et seq.*, and civil penalties pursuant to California Labor Code § 2698, *et seq.* (“PAGA”), and
19 any violation or breach of the California Labor Code arising from or related to the conduct alleged,
20 including without limitation, Labor Code section 201, 202, 203, 204, 226, 226.7, 510, 512(a), 551, 552,
21 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, Industrial Welfare Commission Wage Orders, including
22 and not limited to, Wage Order No. 4-2001, or any other state statute, rule and/or regulation, or similar
23 causes of action arising from or relating to the conduct alleged.

24 bb. “Released Parties” means Defendant, its present and former parent companies,
25 affiliates, subsidiaries, divisions, successors and assigns, and their respective shareholders,
26 predecessors, insurers, current and former employees, attorneys, officers, directors and agents thereof,
27 both individually and in their business capacities, and their trustees, administrators, fiduciaries and
28 insurers.

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

dd. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, objection, and/or dispute of the Workweeks credited to them, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days.

ee. “Settlement Administrator” means Simpluris, Inc., a third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel 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.

ff. “Settlement Administration Costs” means the costs payable to the Settlement Administrator from the Total Settlement Amount, subject to Court approval, for administration of the Settlement, as set forth in Paragraph 13 below.

gg. “Settlement Class Member(s)” means Class Members who do not submit a valid and timely Request for Exclusion.

hh. “Total Settlement Amount” means the amount of One Million One Hundred Twenty-Five Thousand Dollars (\$1,125,000) to be paid by Defendant, subject to Paragraph 39 below, in full resolution of all Released Claims and the Action, which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Allocation, Net Settlement Amount (which includes the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares), and Settlement Administration Costs. The employer’s share of taxes and contributions with respect to the wages portion of the Individual Settlement Shares shall be paid by Defendant in addition to the Total Settlement Amount.

ii. “Workweeks” means the number of calendar weeks each Class Member worked for Defendant during the Class Period, which information will be provided by Defendant to the Settlement Administrator.

CLASS CERTIFICATION

8. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

9. The Parties agree that certification of the Class for the purpose of the Settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure, or for any other purpose. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to certification of the Class as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in the Action in a non-settlement context.

TERMS OF AGREEMENT

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

10. Funding of the Total Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement. Within fifteen (15) calendar days of

1 the Effective Date, Defendant will make a one-time deposit of the Total Settlement Amount into a
2 settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of
3 the funding of Total Settlement Amount, the Settlement Administrator will issue payments due under the
4 Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement
5 Class Members; (b) Individual PAGA Payments to Settlement Class Members; (c) LWDA Payment to
6 the Labor and Workforce Development Agency; (d) Enhancement Payments to Plaintiffs; (e) Attorneys'
7 Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to the Settlement
8 Administrator. The Parties agree that this is a non-reversionary Settlement and that no portion of the
9 Total Settlement Amount shall revert to Defendant.

10 11. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
11 attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount and reimbursement of
12 actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an
13 amount not to exceed Thirty-Five Thousand Dollars (\$35,000), both of which will be paid from the
14 Total Settlement Amount subject to Court approval. These amounts will cover any and all work
15 performed and any and all costs incurred by Class Counsel in connection with the litigation of the
16 Action, including without limitation all work performed and costs incurred to date, and all work to be
17 performed and all costs to be incurred in connection with obtaining the Court's approval of the
18 Settlement, as well as any objections raised and any appeals necessitated by those objections. Class
19 Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax
20 purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and
21 Costs to Class Counsel, the Settlement Administrator may purchase annuities to utilize United States
22 Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses
23 for the purchase of an annuity by the Settlement Administrator shall be paid separately by Class Counsel
24 and shall not be included within the Settlement Administration Costs. Any portion of the Attorneys'
25 Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount to be
26 distributed to Settlement Class Members.

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1 12. Enhancement Payments. In recognition of their efforts and work in prosecuting the
2 Action, Defendant agrees not to oppose or impede any application or motion for Enhancement Payments
3 in an amount up to Ten Thousand Dollars (\$10,000) to Plaintiff Labrado and up to Seven Thousand Five
4 Hundred Dollars (\$7,500) to Plaintiff Pugh, for a combined amount of \$17,500. The Enhancement
5 Payments, which will be paid to Plaintiffs from the Total Settlement Amount, subject to Court approval,
6 will be in addition to their Individual Settlement Payments and Individual PAGA Payments that are to
7 be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to
8 Plaintiffs for the Enhancement Payments, and Plaintiffs shall be solely and legally responsible for
9 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
10 received. Should the Court approve the Enhancement Payments to Plaintiffs in an amount that is less
11 than that set forth above, the difference between the lesser amount approved by the Court and the amount
12 allocated toward the Enhancement Payments will be part of the Net Settlement Amount to be distributed
13 to Settlement Class Members.

14 13. Settlement Administration Costs. The Settlement Administrator will be paid for the
15 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
16 which is currently estimated not to exceed Twelve Thousand Dollars (\$12,000). These costs, which
17 will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*,
18 printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and
19 distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and undertaking all
20 required tax reporting, filings, withholdings, and remittances, providing necessary reports and
21 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
22 requested by the Parties. To the extent actual Settlement Administration Costs are greater than the
23 estimated amount stated herein, such excess amount will be disclosed to the Court and deducted from the
24 Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated,
25 and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the
26 Settlement Administrator to undertake the required settlement administration duties will become part of
27 the Net Settlement Amount to be distributed to Settlement Class Members.

28 14. Labor and Workforce Development Agency Payment. Subject to approval by the Court,

the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000) from the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Allocation), of which seventy-five percent (75%), or \$75,000, will be paid to the Labor and Workforce Development Agency (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000, will be distributed to Settlement Class Members.

15. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Member to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

16. Individual PAGA Payments. Individual PAGA Payments will be calculated and apportioned from the Employee PAGA Amount based on the Settlement Class Members' number of Workweeks as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Allocation, by the total number of Workweeks of all Settlement Class Members to yield the "PAGA Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

17. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under the Settlement shall not in any way entitle Plaintiffs or any Settlement Class Member to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other

1 compensation or benefit plan or agreement in place during the Class Period, nor will it entitle them to
2 any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits
3 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
4 that might have been in effect during the Class Period).

5 18. Delivery of the Class Data and List. Within twenty-one (21) calendar days of Preliminary
6 Approval, Defendant will provide the Class Data and List to the Settlement Administrator.

7 19. Notice by First-Class U.S. Mail.

8 a. Within fourteen (14) calendar days after receiving the Class Data and List from
9 Defendant, the Settlement Administrator will perform a search based on the National Change of Address
10 Database or any other similar services available, such as provided by Experian, for information to update
11 and correct for any known or identifiable address changes, and will mail a Class Notice (in the form
12 attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail,
13 using the most current, known mailing addresses identified by the Settlement Administrator.

14 b. With respect to Class Notices that are returned as undeliverable and received by
15 the Settlement Administrator on or before the Response Deadline, the Settlement Administrator will
16 search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar
17 days.

18 20. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the
19 number of Workweeks to which they have been credited, as reflected in their respective Class Notices.
20 In order to dispute Workweeks, Class Members must submit a written letter to the Settlement
21 Administrator that: (a) states the case name and number of the Action, (b) is signed by the Class
22 Member, (c) states the full name, address, telephone number, and the last four digits of the Social
23 Security Number of the disputing Class Member, (d) states that the Class Member disputes the number
24 of Workweeks credited to him or her and what he or she contends is the correct number that should be
25 credited to him or her, (e) includes information and/or attaches documentation demonstrating that the
26 number of Workweeks that he or she contends should be credited to him or her is correct, and (f) is
27 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
28 Response Deadline. The date of the postmark on the return mailing envelope on the submission will be

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

10 21. Settlement Checks. The Settlement Administrator will be responsible for undertaking
11 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and
12 Individual PAGA Payments by way of check to the Settlement Class Members in accordance with this
13 Settlement Agreement. When issuing payments, the Settlement Administrator may combine the
14 Individual Settlement Payment and Individual PAGA Payment into one check. Each Individual
15 Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred
16 and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled.
17 After the 180-day check-cashing deadline, the Parties shall file a stipulation to amend the Final Approval
18 Order and Judgment that sets forth the total amount paid to Settlement Class Members and the amount
19 of unpaid residue, plus any interest on such funds, to be paid to the *cy pres* recipient. All funds associated
20 with such cancelled checks will be distributed by the Settlement Administrator, in accordance with
21 California Code of Civil Procedure section 384, to Legal Aid at Work, after the Court enters an Order
22 approving the Parties' stipulation to amend the Final Approval Order and Judgment. Legal Aid at Work
23 is a non-profit legal services organization that assists low-income working families through its projects
24 including and not limited to its Workers' Rights Clinics, and assignment of uncashed funds to the
25 organization would therefore promote justice and serve the purposes of the underlying action, which is
26 to protect employee rights. Accordingly, the organization qualifies as a *cy pres* recipient under
27 California Code of Procedure section 384. The Parties and their counsel each represent that they do not
28 have a financial interest in or otherwise have a relationship with Legal Aid at Work that creates or could

1 create a conflict of interest. The Settlement Administrator shall undertake amended and/or supplemental
2 tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated
3 due to the cancellation of any Individual Settlement Payment checks. Settlement Class Members whose
4 Individual Settlement Payment checks and/or Individual PAGA Payment checks are cancelled shall,
5 nevertheless, be bound by this Settlement Agreement.

6 22. Procedure for Requesting Exclusion from the Settlement. Any Class Member wishing to
7 be excluded from the Settlement must submit a written Request for Exclusion to the Settlement
8 Administrator, by mail, within the Response Deadline. The date of the postmark on the return mailing
9 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
10 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel
11 the Requests for Exclusion that were timely submitted, and also identify the individuals who have
12 submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in
13 advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is
14 prohibited from making any objection to the Settlement Agreement.

15 23. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
16 Member who does not affirmatively request exclusion from the Settlement by submitting a timely and
17 valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including
18 and not limited to those pertaining to the release of Released Claims, as well as the Final Approval
19 Order and Judgment that may be entered by the Court if it grants Final Approval to the Settlement.

20 24. Procedures for Objecting to the Settlement. Class Members who have not opted out of
21 the Settlement (i.e., Settlement Class Members) may object to the Settlement by submitting a timely
22 and complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response
23 Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all
24 information required by this Settlement Agreement. The postmark date will be deemed the exclusive
25 means for determining that the Notice of Objection is timely. At no time will any of the Parties or their
26 counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement
27 Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members may
28 also appear in person to present their objection orally at the Final Approval Hearing, whether or not they

1 have submitted a Notice of Objection.

2 25. Reports by the Settlement Administrator Regarding Settlement Administration. The
3 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
4 certifies: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number
5 of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete
6 Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally,
7 the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
8 administration of the Settlement as needed or requested, and immediately notify Class Counsel and
9 Defendant's Counsel when it receives a request from an individual or any other entity requesting to be
10 included in the Class and/or Settlement.

11 26. Certification of Completion. Upon completion of administration of the Settlement, the
12 Settlement Administrator will provide a written declaration under oath to certify such completion to the
13 Court and counsel for all Parties.

14 27. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
15 Individual Settlement Share will be allocated as follows: one-third (1/3) wages and two-thirds (2/3)
16 penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS
17 Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by
18 the Settlement Administrator. The Settlement Administrator will withhold the employee's share of
19 taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue
20 checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment of their
21 Individual Settlement Share net of these taxes and withholdings). Each Individual PAGA Payment will
22 be allocated as one hundred percent (100%) penalties, interest, and non-wage damages.

23 28. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
24 will be responsible for issuing to Plaintiffs, Settlement Class Members, and Class Counsel any W-2,
25 1099, or other tax forms as may be required by this Settlement Agreement and by law for all amounts
26 paid pursuant to the Settlement. The Settlement Administrator will also be responsible for collecting
27 and forwarding all taxes, contributions, and withholdings with respect to the wages portion of Individual
28 Settlement Shares to the appropriate government authorities.

1 29. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel make no
2 representations or warranties as to the tax consequences, treatment, or legal effect of any payments made
3 under this Settlement, do not intend anything contained in this Settlement Agreement to constitute
4 advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as
5 such. Plaintiffs and Settlement Class Members understand and agree that they will be solely responsible
6 for correctly characterizing any compensation received under the Settlement on his/her personal income
7 tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

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

1 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
2 BY THIS SETTLEMENT AGREEMENT.

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

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

12 33. Release of PAGA Released Claims. Upon the Effective Date and full funding of the Total
13 Settlement Amount, the State of California, with respect to employment of Plaintiffs and all Settlement
14 Class Members, will be deemed to have fully, finally, and forever released, settled, compromised,
15 relinquished, and discharged the Released Parties of all PAGA Released Claims he or she may have
16 had.

17 34. General Release of Claims by Plaintiffs. In addition, upon the Effective Date and full
18 funding of the Total Settlement Amount, Plaintiffs will be deemed to have fully, finally, and forever
19 released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims
20 arising from their employment with Defendant, separation of employment from Defendant, and any acts
21 that have or could have been asserted in any legal action or proceeding against Defendant, whether known
22 or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising
23 under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of
24 the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act,
25 California Corporations Code, California Business and Professions Code, California Fair Employment
26 and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for
27 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment
28 compensation, emotional distress, medical expenses, other economic and non-economic damages,

1 attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to
2 those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all
3 rights and benefits available under California Civil Code Section 1542, which provides:

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

9 Plaintiffs understand and agree that claims or facts in addition to or different from those which are now
10 known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully
11 and release all claims they now have against the Released Parties, whether known or unknown, suspected
12 or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims
13 for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be
14 released by law.

15 35. General Release of Claims by Defendant. Defendant has agreed to release any and all
16 claims against Plaintiffs as part of this Settlement, except for those claims that cannot lawfully be released
17 by private agreement and claims to enforce this Settlement Agreement. With respect to those claims
18 released by Defendant, Defendant acknowledges and waives any and all rights and benefits available
19 under California Civil Code Section 1542, which provides:

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

25 Defendant understands and agrees that claims or facts in addition to or different from those which are now
26 known or believed by them to exist may hereafter be discovered. It is Defendant's intention to settle fully
27 and release all claims they now have against Plaintiffs, whether known or unknown, suspected or
28 unsuspected. Notwithstanding the above, the general release by Defendant shall not extend to claims for
workers' compensation benefits, claims for unemployment benefits, or other claims that may not be
released by law.

36. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for

Plaintiffs' Motion for Preliminary Approval of the Settlement, which Plaintiffs and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion and also submit this Settlement Agreement to the Labor and Workforce Development Agency. Class Counsel will provide Defendant's Counsel a draft of the motion at least ten (10) calendar days before the filing deadline. Defendant agrees not to oppose the motion consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as representatives of the Class;
- d. Preliminarily appointing Plaintiffs' Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by First Class U.S. mail;
- f. Approving the manner and method for Class Members to request exclusion from the Settlement or object to the Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class Members.

37. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the motion at least ten (10) calendar days before the filing deadline. By way of said motion, Plaintiffs will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order and

Judgment”), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certifying the Class for settlement purposes;
- c. Awarding Attorneys’ Fees and Costs to Class Counsel;
- d. Awarding Enhancement Payments to Plaintiffs;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in this Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

38. Termination or Revocation of Settlement. If ten percent (10%) or more of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within ten (10) calendar days after the Settlement Administrator notifies the Parties of the total number of timely and valid Requests for Exclusion received by the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

39. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall have the following effects:

- a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;
- b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;
- c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;
- d. The Settlement Agreement and all negotiations, statements, and proceedings

1 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
2 to their respective positions in the Action prior to the execution of the Settlement Agreement;

3 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
4 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
5 shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever;
6 and

7 f. Any documents generated to bring the Settlement into effect, will be null and
8 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
9 likewise be treated as void from the beginning.

10 40. Escalator Clause. Defendant represents that, for the period of July 30, 2014 to May 24,
11 2021 (date of mediation), Workweeks totalled approximately 12,120. If it is determined that the number
12 of Workweeks for the time period of July 30, 2014 through May 24, 2021 actually exceeds 12,120 by
13 more than fifteen percent (i.e., the Workweeks exceed 13,938), the Total Settlement Amount will be
14 increased *pro rata* to the extent the Workweeks for the period July 30, 2014 through May 24, 2021
15 exceed 13,938 (e.g. if the 13,938 Workweeks threshold is exceeded by 15%, the Maximum Settlement
16 Amount will increase by 15%).

17 41. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
18 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
19 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
20 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
21 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

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

25 43. Limitation on Publicity. Plaintiffs and Class Counsel will not make any public disclosure
26 of the settlement or discuss the settlement or this Settlement Agreement with anyone other than those
27 necessary to effectuate the filing of the Motion for Preliminary Approval and to obtain approval of the
28 Settlement. Class Counsel will take all steps necessary to ensure Plaintiffs are aware of, and will

1 encourage them to adhere to, the restriction against any public disclosure of the settlement until after
2 the Motion for Preliminary Approval is filed. Prior to and following Preliminary Approval of the
3 Settlement, Plaintiffs and Class Counsel will not have any communications with any media other than
4 to direct any media inquiries to the public records of the Action on file with the Court and will not
5 publicize the Settlement, including on social media. Class Counsel will take all steps necessary to
6 ensure Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any media
7 comment on the settlement and its terms. Class Counsel further agree not to use the settlement of the
8 Action or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class
9 Counsel from including publicly available information regarding this settlement in future judicial
10 submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiffs and Class
11 Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with
12 PAGA. Neither Plaintiffs nor Class Counsel shall engage in any disparagement of any type related to
13 this settlement, however, this shall not prohibit Plaintiffs and/or Class Counsel from submitting
14 information to the Court about assessment of the claims and allegations to support a finding that the
15 Settlement is fair, reasonable, and adequate and should be approved by the Court.

16 44. Entire Agreement. Upon full execution of this Settlement Agreement by the Parties, this
17 Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms,
18 and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
19 The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure §
20 1856(a), which provide that a written agreement is to be construed according to its terms and may not
21 be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
22 written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

23 45. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
24 Action (including with respect to California Code of Civil Procedure section 583.310), except such
25 proceedings necessary to implement and complete the Settlement Agreement, pending the Final
26 Approval Hearing to be conducted by the Court.

27 46. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
28 this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to

any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

47. 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 actions 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 warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement 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 state or federal law.

48. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release and contemplated judgment as to the Settlement Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

49. 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.

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

51. 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 facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

52. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each

1 represented by competent counsel and that they have had an opportunity to consult with their counsel
2 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may
3 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
4 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
5 is objectively fair and reasonable.

6 53. Invalidity of Any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid and enforceable to the
8 fullest extent possible consistent with applicable precedents.

9 54. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree to sign this Settlement
10 Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein.

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

25 56. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
26 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
27 provisions of this Settlement Agreement.

28 57. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and

conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

58. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

60. Notices. All notices, demands, and other communications to be provided to counsel for the Parties concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:
Edwin Aiwarzian, Esq.
LAWYERS for JUSTICE, PC
410 W. Arden Ave., Suite 203
Glendale, California 91203

To Defendant:
Gene Williams, Esq.
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, California 90071

61. Final 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 within three (3) business days of receipt. No individualized notice to the Class will be required.

62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may

become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

63. Integration Clause. This Settlement Agreement 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. No rights hereunder may be waived except in writing.

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

IT IS SO AGREED.

PLAINTIFF RENE LABRADO

Dated: 03/16/2022, 2021

Electronically Signed: 2022-03-16 19:10:07 UTC - 172.58.20.39
Rene Labrado
 Nintex AssureSign® 6387b95-c181-4095-bbc2-ae5a0139043f

Rene Labrado, Plaintiff

PLAINTIFF AMY PUGH

Dated: _____, 2021

 Amy Pugh, Plaintiff

DEFENDANT JTH TAX INC. dba LIBERTY TAX SERVICE

Dated: 12/17/2021, 2021

DocuSigned by:
ted demarino
 14332C1EEC55460...

Full Name: ted demarino

Title: President/COO

On behalf of JTH Tax Inc. d/b/a Liberty Tax Service

APPROVED AS TO FORM

LAWYERS for JUSTICE, PC

Dated: March 16, 2021

Edwin Aiwanian
 Edwin Aiwanian

Attorneys for Plaintiffs Rene Labrado and Amy Pugh and Proposed Class Counsel

become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

63. Integration Clause. This Settlement Agreement 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. No rights hereunder may be waived except in writing.

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

IT IS SO AGREED.

PLAINTIFF RENE LABRADO

Dated: _____, 2021

Rene Labrado, Plaintiff

PLAINTIFF AMY PUGH

Dated: 3/17/22, 2021

Electronically Signed: 2022-03-18 02:56:09 UTC - 47 41 238.117
Amy Pugh
L:ntex AssureSign® 2f6bcf21-ab30-4804-9e22-ae5a013ab426

Amy Pugh, Plaintiff

DEFENDANT JTH TAX INC. dba LIBERTY TAX SERVICE

Dated: 12/17/2021, 2021

DocuSigned by:
ted demarino
14332C1EEC55460...

Full Name: ted demarino

Title: President/COO

On behalf of JTH Tax Inc. d/b/a Liberty Tax Service

APPROVED AS TO FORM

LAWYERS for JUSTICE, PC

Dated: _____, 2021

Edwin Aiwasian
Attorneys for Plaintiffs Rene Labrado and Amy Pugh and Proposed Class Counsel

GORDON REES SCULLY MANSUKHANI, LLP



Dated: December 13, 2021

Gene Williams

Attorneys for Defendant JTH Tax Inc. d/b/a Liberty Tax Service

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Rene Labrado, et al. v. JTH Tax Inc. d/b/a Liberty Tax Service, Superior Court of California for the County of Los Angeles, Case No. BC715076

PLEASE READ THIS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment.

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Rene Labrado and Amy Pugh (together, "Plaintiffs") and Defendant JTH Tax Inc. d/b/a Liberty Tax Service ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Rene Labrado, et.al. v. JTH Tax Inc. d/b/a Liberty Tax Service*, Superior Court of California for the County of Los Angeles, Case No. BC715076 ("Lawsuit"). The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt employees employed by Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from July 30, 2014 through August 22, 2021.

II. BACKGROUND OF THE LAWSUIT

On July 30, 2018, Rene Labrado commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendant JTH Tax Inc. d/b/a Liberty Tax Service in the Los Angeles County Superior Court, Case No. BC715076. On August 2, 2021, Amy Pugh provided written notice by certified mail to the Labor Workforce Development Agency and Defendant of the specific provisions of the California Labor Code that Defendant violated. On November 29, 2021, Plaintiffs filed a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint").

Plaintiffs allege that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq. and conduct that gives rise to civil penalties under California Labor Code section 2698, et seq. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

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

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has

appointed [REDACTED] as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Rene Labrado and Amy Pugh as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

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

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Defendant that the claims in the Lawsuit have merit or that Defendant has any liability to Plaintiffs or to Class Members. 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. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million One Hundred Twenty-Five Thousand Dollars (\$1,125,000) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$393,750) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff Rene Labrado and Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Amy Pugh for their services in the Lawsuit (for a total combined amount not to exceed \$17,500); (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of Seventy-Five Thousand Dollars (\$75,000) for its 75% portion of the PAGA Allocation (“LWDA Payment”); and (4) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars (\$12,000) to the Settlement Administrator. Note: a total of One Hundred Thousand Dollars (\$100,000) from the Total Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Allocation”), of which the LWDA will be paid 75% and the remaining 25% (i.e., Twenty-Five Thousand Dollars (\$25,000)) will be distributed to Settlement Class Members (i.e., the PAGA Employee Amount).

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) and/or *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of calendar weeks that each Class Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”), which information will be provided by Defendant to the Settlement Administrator.

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Allocation, by the Workweeks of all Settlement Class Members to yield the “PAGA Workweek Value,” and multiplied each Settlement Class Member’s individual Workweeks by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary.

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

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records, you have been credited with [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must (a) state the case name and number of the Lawsuit (*Rene Labrado, et.al. v. JTH Tax Inc. d/b/a Liberty Tax Service*, Case No. BC715076), (b) be signed by you, (c) state your full name, address, telephone number, and the last four digits of your Social Security Number, (d) state that you dispute the number of Workweeks credited to you and what you contend is the correct number that should be credited to you, (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct, and (f) be returned by mail to the Settlement Administrator at the specified address listed below (Section IV. B), postmarked **on or before [the Response Deadline]**.

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

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

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

Your Individual PAGA Payment is estimated to be \$[REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

D. Release of Claims

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

“Released Claims” means any and all claims arising from any of the facts alleged in the Operative Complaint and PAGA Letter, arising during the Class Period, 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 failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to

timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq., and civil penalties pursuant to California Labor Code § 2698, et seq. (“PAGA”), and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, Labor Code section 201, 202, 203, 204, 226, 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, Industrial Welfare Commission Wage Orders, including and not limited to, Wage Order No. 4-2001, or any other state statute, rule and/or regulation, or similar causes of action arising from or relating to the conduct alleged.

“PAGA Released Claims” means any and all Released Claims arising from any of the facts alleged in the Operative Complaint and PAGA Letter, arising during the Class Period, that may be asserted under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, et seq.

“Released Parties” means Defendant, its present and former parent companies, affiliates, subsidiaries, divisions, successors and assigns, and their respective shareholders, predecessors, insurers, current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their trustees, administrators, fiduciaries, and insurers.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$393,750) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Lawsuit on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars (\$10,000) to Plaintiff Rene Labrado and Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Amy Pugh (“Enhancement Payments”), in recognition of their services in connection with the Lawsuit. The Enhancement Payments (combined total amount of up to \$17,500) will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and/or Individual PAGA Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars (\$12,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) state the case name and number of the Lawsuit (*Rene Labrado, et.al. v. JTH Tax Inc. d/b/a Liberty Tax Service*, Case No. BC715076), (b) be signed by you, (c) state your full name, address, telephone number, signature, and the last four digits of your Social Security Number, (d) state that you do not wish to be included in the Settlement, and (e) be returned by mail to the Settlement Administrator, postmarked **on or before the [Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely 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 the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement.

C. Object to the Settlement

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

A Notice of Objection must: (a) state the case name and number of the Lawsuit (*Rene Labrado, et.al. v. JTH Tax Inc. d/b/a Liberty Tax Service*, Case No. BC715076), (b) state your name, contain your signature, address, telephone number, and the last four digits of your Social Security number, (c) state all grounds for the objection accompanied by any legal or factual support for such objection, (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **on or before the [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC17 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to. Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find information regarding the Court’s most current COVID-19 guidelines online at: <https://www.lacourt.org/>. You can find information regarding appearing remotely through LA CourtConnect online at: <http://www.lacourt.org/laceligibility/ui/civil.aspx?casetype=ci>. You may also be able to appear using CourtCall, and more information is available by calling (888) 882-6878 or online at: <https://courtcall.com/schedule/>. Please note that there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other court records in the Lawsuit for a fee by visiting the civil clerk’s office

during business hours (you must make an appointment prior to visiting the civil clerk's office), located at Stanley Mosk Courthouse, 111 North Hill Street, California, 90012.

You may also obtain information about the case at the following website (<https://www.lacourt.org/casesummary/ui/>). during business hours, or by online by visiting the following website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. Please visit the following link for the Court's most current social distancing procedures for accessing court facilities: http://www.lacourt.org/pdf/recovery_social_distancing.pdf.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.