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Attorneys for Defendant Earl Adams Tile-Coping & Plastering, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

HERMILO FIGUEROA CELIS,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

v.

EARL ADAMS TILE-COPING AND  
PLASTERING, INC., a California  
corporation; and DOES 1 through 50,  
inclusive,

Defendants.

**CASE NO.: HG21112823**

Case Assigned for All Purposes to  
Judge Brad Seligman

**JOINT STIPULATION OF CLASS ACTION  
SETTLEMENT**

Action filed: September 15, 2021

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of  
 2 the Court pursuant to section 382 of the California Code of Civil Procedure and Rule 3.769 of the  
 3 California Rules of Court, that the Settlement of this Action shall be effectuated upon and subject to  
 4 the following terms and conditions. Capitalized terms used herein shall have the meanings set forth  
 5 in Article I or as defined elsewhere in this Joint Stipulation of Class Action Settlement (“Settlement”  
 6 or “Agreement”).

7 This Settlement is made by and between Plaintiff Hermilo Figueroa Celis (“Plaintiff”) and  
 8 the Class Members, on the one hand, and Defendant Earl Adams Tile-Coping & Plastering, Inc.  
 9 (“Defendant”). Plaintiff and Defendant are collectively referred to in this Settlement as “the Parties.”

10 The Parties agree that the Action shall be, and is, ended, settled, resolved, and concluded by  
 11 agreement of Defendant to pay the settlement amount of One Million Three Hundred Fifty Thousand  
 12 Dollars and Zero Cents (\$1,350,000.00) as provided in Section IV(D)(8)(a) below (“Gross  
 13 Settlement Amount”) pursuant to the terms and conditions of this Settlement and for the  
 14 consideration set forth herein, including but not limited to, a release of claims by Plaintiff and the  
 15 Class Members as set forth herein.

# 16 **I. DEFINITIONS**

17 Unless otherwise defined herein, the following terms used in this Settlement shall have the  
 18 meanings ascribed to them as set forth below:

19 A. “Action” means the action filed on September 15, 2021, in the Alameda County  
 20 Superior Court, titled “*HERMILO FIGUEROA CELIS, individually and on behalf of all others*  
 21 *similarly situated, v. EARL ADAMS TILE-COPING & PLASTERING, INC., and DOES 1 through*  
 22 *100, inclusive,*” Case No. HG21112823.

23 B. “Class” means all current and former non-exempt employees employed by  
 24 Defendant in California at any time during the Class Period (defined below).

25 C. “Class Counsel” means the attorneys for the Class and the Class Members, as follows:  
 26 Justin Daily  
 27 Reed Aljian  
 28 Simon Kwak  
 Shelly D. Song  
 DAILY ALJIAN LLP  
 100 Bayview Circle, Suite 5500

Newport Beach, CA 92660  
Telephone: 949.861.2524  
Facsimile: 949.269.6364

D. “Class Member(s)” means all members of the Class.

E. “Class Notice” means the Notice of Proposed Class Action Settlement in a form substantially similar to the notice attached hereto as **Exhibit A**, subject to Court approval.

F. “Class Period” means March 21, 2017 through October 6, 2022.

G. “Class Released Claims” means any and all claims alleged or that could have been alleged based on the facts alleged in the operative Complaint and PAGA Notice during the Class Period, including (1) failure to pay wages, including minimum and overtime wages; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to provide rest periods or compensation in lieu thereof; (4) failure to reimburse business expenses; (5) failure to provide accurate itemized wage statements (6) failure to timely pay wages upon separation of employment; and (7) violation of California Business and Professions Code §§17200, *et seq.*

H. “Court” means the Alameda County Superior Court, where the Action is pending.

I. “Effective Date” means the later of the following: (1) the date the Final Approval Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Approval Order, sixty-five (65) days after the Final Approval Order is signed; or (3) if an appeal is taken from the Court’s overruling of objections to the Settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

J. “Defendant” means Defendant Earl Adams Tile-Coping & Plastering, Inc.

K. “Defense Counsel” means counsel for Defendant, who are:

Julie A. Marquis  
FREEMAN MATHIS & GARY, LLP  
1010 B Street, Suite 400  
San Rafael, CA 94901  
Telephone: 415.394.9500

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Dane M. Willis  
FREEMAN MATHIS & GARY, LLP  
1013 Galleria Blvd., Suite 250  
Roseville, CA 95678

Telephone: 916.472.3300

1 L. "Disposition" means the method by which the Court approves the terms of the  
2 Settlement and retains jurisdiction over its enforcement, implementation, construction,  
3 administration, and interpretation.

4 M. "Enhancement Award" means an amount of up to Seven Thousand and Five Hundred  
5 Dollars (\$7,500.00) for Plaintiff Hermilo Figueroa Celis, subject to Court approval.

6 N. "Final Approval Order" means the final formal court order signed by the Court  
7 following the Final Fairness and Approval Hearing in accordance with the terms herein, approving  
8 this Settlement.

9 O. "Gross Settlement Amount" means One Million, Three Hundred and Fifty Thousand  
10 Dollars and Zero Cents (\$1,350,000.00) to be paid by Defendant pursuant to the terms of this  
11 Settlement to settle this Action. All claims of Participating Class Members and PAGA Group  
12 Members, Settlement Administration Costs, attorney's fees and costs, Enhancement Award and  
13 employer's share of payroll taxes, pursuant to Section IV(D)(8)(a) below, shall be paid out of the  
14 Gross Settlement Amount. Defendant shall not be responsible for anything more than the Gross  
15 Settlement Amount except pursuant to Section IV(D)(5) below, provided Defendant timely pays the  
16 Gross Settlement Amount in full. No part of the Gross Settlement amount shall revert to Defendant.

17 P. "Individual Settlement Payments" means the amounts of money from the Net  
18 Settlement Amount and PAGA Group Payment that shall be paid to Participating Class Members  
19 and PAGA Group Members. Individual Settlement Payments will include each Participating Class  
20 Member's proportional share of the Net Settlement Amount (which shall be determined by the  
21 calculations provided in this Settlement) and each PAGA Group Member's proportional share of the  
22 PAGA Group Payment.

23 Q. "LWDA Payment" means 75% of the Fifty-Four Thousand Dollars and Zero Cents  
24 (\$54,000.00) allocated to the settlement of PAGA claims, or Forty-Thousand, Five Hundred Dollars  
25 and Zero Cents (\$40,500.00), which will be paid to the Labor and Workforce Development Agency  
26 ("LWDA") pursuant to Section IV(D)(8)(e) of this Settlement, subject to Court approval.  
27  
28

1 R. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved  
2 Settlement Administration Costs, attorney's fees and costs, Enhancement Award, LWDA Payment,  
3 employer's share of payroll taxes, and PAGA Group Payment, pursuant to Section IV(D)(8)(a)-(f)  
4 below.

5 S. "Non-Participating Class Member(s)" means those Class Members who submit to the  
6 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant  
7 to Section IV(D)(2) below.

8 T. "PAGA Group Members" means all current and former non-exempt employees  
9 employed by Defendant in California at any time during the PAGA Period (defined below).

10 U. "PAGA Group Payment" means 25% of the Fifty-Four Thousand Dollars and Zero  
11 Cents (\$54,000.00) allocated to the settlement of PAGA claims, or Thirteen Thousand, Five Hundred  
12 Dollars (\$13,500.00), which will be paid to the PAGA Group Members, subject to Court approval.

13 V. "PAGA Period" means March 21, 2020, through October 6, 2022.

14 W. "PAGA Released Claims" means any and all claims for civil penalties pursuant to the  
15 Private Attorneys General Act of 2004 ("PAGA"), that are based on the facts alleged in the operative  
16 Complaint and Plaintiff's Notice to the LWDA, arising during the PAGA Period only.

17 X. "Participating Class Member(s)" is defined as a Class Member who does not timely  
18 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net  
19 Settlement Amount proceeds automatically without the need to return a claim form. Each  
20 Participating Class Member will be paid his/her Individual Settlement Payment.

21 Y. "Plaintiff" means Hermilo Figueroa Celis.

22 Z. "Preliminary Approval Date" means the date the Court preliminarily approves the  
23 Settlement.

24 AA. "Released Parties" means Defendant and each of its former and present directors,  
25 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,  
26 subsidiaries and affiliates.

27 BB. "Qualifying Workweeks" means the number of weeks that Class Members worked  
28 for Defendant in hourly, non-exempt positions during the relevant period. With respect to the Class

Released Claims and the Individual Settlement Payments to Participating Class Members, the relevant period is the Class Period. With respect to the PAGA Released Claims and the Individual Settlement Payments to PAGA Group Members, the relevant period is the PAGA Period.

CC. “Request for Exclusion” means a written request made by a Class Member to “opt-out” or exclude oneself from the Class. In order to be considered valid, any Request for Exclusion must: (1) contain the name, address, last four digits of Social Security Number, and telephone number of the Class Member requesting to “opt out” or be excluded from the Class; (2) state the Class Member’s intent to opt out or be excluded from the Settlement, (3) be returned by mail to the Settlement Administrator at the specified address; and (4) be postmarked within forty-five (45) days of the date of mailing of the Class Notice (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). In addition, the Request for Exclusion shall be signed and dated by the Class Member. A PAGA Group Member who submits a timely and valid Request for Exclusion will nonetheless be subject to the release of the PAGA Released Claims, and be entitled to a share of the PAGA Group Payment.

DD. “Settlement” or “Agreement” means this Joint Stipulation of Class Action Settlement, including the attached Exhibit(s).

EE. “Settlement Administration Costs” means an amount of up to Eleven Thousand Dollars and Zero Cents (\$11,000.00), subject to Court approval, for all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of the Class Notice to the Class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and distribution of checks to Class Counsel for attorneys’ fees and costs, to Plaintiff for his Enhancement Award, to the LWDA for the LWDA Payment and to the appropriate taxing authorities for employer’s share of payroll taxes. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

FF. “Settlement Administrator” means Phoenix Class Action Administration Solutions, which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under

1 this Settlement.

2 **II. RECITALS**

3 On September 15, 2021, Plaintiff commenced this Action by filing a Complaint alleging  
4 causes of action against Defendant for (1) Failure to Pay Wages, Including Minimum and Overtime  
5 Wages, (2) Failure to Provide Meal Breaks, (3) Failure to Provide Rest Breaks, (4) Failure to  
6 Reimburse Business Expenses, (5) Knowing and Intentional Failure to Provide Accurate Itemized  
7 Wage Statements, (6) Failure to Pay Wages at Termination, and (7) Violations of the Unfair  
8 Competition Law. On November 22, 2021, Plaintiff filed a First Amended Complaint alleging causes  
9 of action against Defendant for (1) Failure to Pay Wages, Including Minimum and Overtime Wages,  
10 (2) Failure to Provide Meal Breaks, (3) Failure to Provide Rest Breaks, (4) Failure to Reimburse  
11 Business Expenses, (5) Knowing and Intentional Failure to Provide Accurate Itemized Wage  
12 Statements, (6) Failure to Pay Wages at Termination, (7) Violations of the Unfair Competition Law  
13 and (8) Enforcement of the Private Attorneys General Act of 2004. The First Amended Complaint is  
14 the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations  
15 in the Operative Complaint, denies any failure to comply with the laws identified in the Operative  
16 Complaint and denies any and all liability for the causes of action alleged.

17 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to  
18 Defendant and the LWDA by sending a PAGA Notice.

19 On October 6, 2022, the Parties participated in an all day mediation presided over by mediator  
20 Chris Barnes. While the Parties did not agree on a settlement on the day of mediation, they continued  
21 to engage in negotiations through the mediator in the weeks following the mediation, which  
22 ultimately led to this Agreement to settle the Action.

23 Prior to mediation and negotiating the Settlement, Plaintiff obtained, through formal and  
24 informal discovery, documents and information regarding Defendant's policies, practices and  
25 procedures governing employee timekeeping, meal and rest periods and pay practices, a random  
26 sampling of employee time and pay records, and data points relevant to the Class claims. Plaintiff's  
27 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*  
28

1 *Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168  
2 Cal.App.4<sup>th</sup> 116, 129-130 (“*Dunk/Kullar*”).

3 The Court has not granted class certification.

4 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any  
5 other pending matter or action asserting claims that will be extinguished or affected by the  
6 Settlement.

### 7 **III. CONTINGENT NATURE OF THE AGREEMENT**

8 Because the Parties have stipulated to the certification of the Class with respect to all causes  
9 of action alleged in the Action for settlement purposes only, this Settlement requires preliminary and  
10 final approval by the Court. Accordingly, the Parties enter into this Settlement on a conditional basis.  
11 This Settlement is contingent upon the approval and certification by the Court. If the Effective Date  
12 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Settlement  
13 shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class  
14 with respect to all causes of action alleged in the Action. Defendant does not consent to certification  
15 of the Class for any purpose other than to effectuate settlement of the Action. If the Effective Date  
16 does not occur, or if disposition of this Action is not effectuated, any certification of the Class as to  
17 Defendant will be vacated and Plaintiff, Defendant, and the Class will be returned to their respective  
18 positions in the Action as if the Settlement had not been entered into. In the event that the Effective  
19 Date does not occur: (a) any Court orders preliminarily or finally approving certification of any class  
20 contemplated by this Settlement shall be null, void, and vacated, and shall not be used or cited  
21 thereafter by any person or entity; and (b) the fact of the settlement reflected in this Settlement, the  
22 fact that Defendant did not oppose the certification of a Class under this Settlement, or that the Court  
23 preliminarily approved the certification of the Class, shall not be used or cited thereafter by any  
24 person or entity, including in any manner whatsoever, including without limitation any contested  
25 proceeding relating to the certification of any class. If the Effective Date does not occur, this  
26 Settlement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be  
27 referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge  
28 the propriety of class certification in the Action for any purpose, if the Effective Date does not occur.

1 The Parties and their respective counsel shall take all steps that may be requested by the Court  
2 relating to the approval and implementation of this Settlement and shall otherwise use their respective  
3 best efforts to obtain Court approval and implement this Settlement. If the Court does not grant the  
4 Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet  
5 and confer in good faith to address the Court's concerns. If the Parties are unable to agree upon a  
6 resolution, the Parties agree to seek guidance from the Court to resolve the dispute.

#### 7 **IV. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

8 The procedure for obtaining Court approval of and implementing this Settlement shall be as  
9 follows:

##### 10 **A. Motion for Conditional Class Certification and Preliminary Approval**

11 Plaintiff will bring a motion before the Court for an order conditionally certifying the Class  
12 to include all claims pled in the Action based on the preliminary approval of this Settlement. The  
13 date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval  
14 Date."

##### 15 **B. The Settlement Administrator**

16 The Parties have chosen Phoenix Class Action Administration Solutions to administer this  
17 Settlement and to act as the Settlement Administrator, including but not limited to distributing and  
18 responding to inquiries about the Class Notice, determining the validity of exclusions/opt-outs,  
19 calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the  
20 Individual Settlement Payment checks and distributing them to Participating Class Members and  
21 PAGA Group Members, and issuing the payment to Class Counsel for attorneys' fees and costs, the  
22 Enhancement Award check to Plaintiff, the LWDA Payment to the LWDA, and the employer payroll  
23 taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all  
24 of the terms and conditions of this Settlement.

25 All costs of administering the Settlement, including but not limited to all costs and fees  
26 associated with preparing, issuing and mailing any and all notices to Class Members, Participating  
27 Class Members, and/or PAGA Group Member, all costs and fees associated with computing,  
28 processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated

1 with preparing any tax returns and any other filings required by any governmental taxing authority  
2 or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings  
3 to be prepared in the course of administering disbursements from the Net Settlement Amount, and  
4 any other costs and fees incurred and/or charged by the Settlement Administrator in connection with  
5 the execution of its duties under this Settlement, i.e. the Settlement Administration Costs, shall be  
6 paid to the Settlement Administrator from the Gross Settlement Amount.

7 **C. Notice to Class Members**

8 No later than ten (10) business days after the Preliminary Approval Date, Defendant will  
9 provide the Settlement Administrator with a "Class List" based on its business records, identifying  
10 the names of the Class Members, their last known home addresses, Social Security numbers or, as  
11 applicable, other taxpayer identification number, their dates of employment, and weeks worked  
12 during the Class Period, i.e., each Class Members' respective Qualifying Workweeks.

13 Within ten (10) business days of receiving the Class List from Defendant, the Settlement  
14 Administrator will send Class Members, by first-class mail, at their last known address, the Court  
15 approved Class Notice, including notice of this settlement and of the opportunity to opt out of the  
16 Class or object to the Settlement. The Class Notice will include a calculation of the Class Member's  
17 estimated share of the Net Settlement Amount and PAGA Group Payment. Class Members will have  
18 forty-five (45) days from the date of mailing in which to postmark Requests for Exclusion or written  
19 objections. Prior to the initial mailing, the Settlement Administrator will check all Class Member  
20 addresses against the National Change of Address database and shall update any addresses before  
21 mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail  
22 within five (5) days of receiving notice that a notice was undeliverable. If a Class Member's notice  
23 is re-mailed, the Class Member shall have fifteen (15) days from the re-mailing, or forty-five (45)  
24 days from the date of the initial mailing, whichever is later, in which to postmark a Request for  
25 Exclusion or written objection. Class Members shall not be required to submit claim forms in order  
26 to receive their Individual Settlement Payments.

27 If the Class Notice is returned with a forwarding address, the Settlement Administrator shall  
28 re-mail the Class Notice to the forwarding address. With respect to those Class Members whose

1 Class Notice is returned to the Settlement Administrator as undeliverable, the Settlement  
2 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
3 mass search on LexisNexis databases based on set criteria and, if another address is identified, shall  
4 mail the Class Notice to the newly identified address. It is the intent of the Parties that reasonable  
5 means be used to locate Class Members and that the Settlement Administrator be given discretion to  
6 take steps in order to facilitate notice of this Settlement and delivery of the Individual Settlement  
7 Payments to the Class and Participating Class Members.

8 If the Class Notice is re-mailed, the Settlement Administrator will note for its own records  
9 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly  
10 status report provided to the Parties.

11 In the event a Class Member's Class Notice remains undeliverable sixty (60) days after the  
12 Class Notice was initially mailed, the Settlement Administrator will not mail the Class Member's  
13 Individual Settlement Payment. The Settlement Administrator will hold the Class Member's  
14 Individual Settlement Payment during the check cashing period on behalf of the Class Member. If  
15 at the conclusion of the check cashing period the Class Member's Class Notice and Individual  
16 Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement  
17 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the  
18 procedures set forth in Section IV(D)(8)(i) below.

19 No later than twenty-one (21) court days prior to the Final Fairness and Approval Hearing,  
20 the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration  
21 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses  
22 for and re-sending of any returned Class Notices, as well as the number of valid Requests for  
23 Exclusion and written objections that the Settlement Administrator received.

24 **D. Responses to Notice**

25 **1. Class Member Disputes**

26 If any Class Member disagrees with Defendant's records as to his or her Qualifying  
27 Workweeks during the Class Period as reflected in the Class Notice, the Class Member shall set forth  
28 the Qualifying Workweeks he/she claims to have worked during the Class Period in writing and

1 submit it to the Settlement Administrator along with any supporting documentation. The written  
2 dispute shall be signed and dated by the Class Member and also include the Class Member's name  
3 (including former names used during his or her employment with Defendant, if any), address, last  
4 four digits of Social Security Number, and telephone number. The written dispute must be  
5 postmarked by no later than forty-five (45) days after the Settlement Administrator initially mailed  
6 the Class Notice to the Class Member (or fifteen (15) days after the Settlement Administrator re-  
7 mails the Class Notice to the Class Member, whichever is later). The Class Notice will also provide  
8 a method for the Class Member to challenge the employment data on which his or her Individual  
9 Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the  
10 dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the  
11 dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each  
12 Class Member during the Class Period based on the information provided to it.

## 13 **2. Requests for Exclusion from the Class**

14 Class Members may submit a request to be excluded from the Settlement. In order for any  
15 Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly  
16 opt out), the Class Member or his or her authorized representative must send a signed Request for  
17 Exclusion to the Settlement Administrator with the name (including former names used during his  
18 or her employment with Defendant, if any), address, last four digits of Social Security Number, and  
19 telephone number of the Class Member requesting to "opt out" or be excluded from the Class, stating  
20 the Class Member's intent to opt out or be excluded from the Settlement, and be postmarked by no  
21 later than forty-five (45) days after the date the Settlement Administrator initially mailed the Class  
22 Notice to the Class Member (or fifteen (15) days after the Settlement Administrator re-mails the  
23 Class Notice to the Class Member, whichever is later). In addition, the Request for Exclusion shall  
24 be signed and dated by the Class Member. The date of the initial mailing of the Class Notice and the  
25 date the signed Request for Exclusion, if any, was postmarked shall be conclusively determined  
26 according to the records of the Settlement Administrator. Any Class Member who timely and validly  
27 submits a Request for Exclusion will not be entitled to any Individual Settlement Payment, will not  
28

1 be bound by the terms and conditions of this Settlement, and will not have any right to object to,  
2 appeal, or comment on the Settlement.

3 Any Class Member who does not timely submit a valid Request for Exclusion shall be  
4 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are  
5 determined by the Court's Final Approval Order, and by the other rulings in the Action.

### 6 **3. Objections to Settlement**

7 Class Members may submit objections to the Settlement. In order for any Class Member to  
8 object to this Settlement, or any term of it, the person making the objection must not submit a Request  
9 for Exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked  
10 no later than forty-five (45) days after the Class Notice was initially mailed to the Class Member (or  
11 fifteen (15) days after the Settlement Administrator re-mails the Class Notice to the Class Member,  
12 whichever is later), a written objection that specifies the ground(s) for the objection, signed and dated  
13 by the objecting Class Member or his or her authorized representative, along with any supporting  
14 papers. The written objection shall also include the Class Member's name (including former names  
15 used during his or her employment with Defendant, if any), address, last four digits of Social Security  
16 Number, and telephone number. The date of the initial mailing of the Class Notice and the date the  
17 signed written objection was postmarked shall be conclusively determined according to the records  
18 of the Settlement Administrator. The Settlement Administrator shall send any written objections it  
19 receives to Class Counsel and Defense Counsel within three (3) business days of receipt. The Court  
20 retains final authority with respect to the consideration and admissibility of any Class Member  
21 objections.

22 If an Objection or dispute of the amount due to a Class Member and a Request for Exclusion  
23 are received from the same Class Member, the Settlement Administrator shall attempt to resolve the  
24 matter by contacting the Class Member by any reasonable means to determine the Class Member's  
25 choice. If the Settlement Administrator fails to determine what the Class Member intends, the  
26 Request for Exclusion shall be null and void, and the Class Member will be counted as part of the  
27 Class.

#### 4. Encouragement of Class Members

The Parties to this Settlement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members. Class Counsel shall not represent any Class Members who wish to object or for the purpose of submitting objections to the Settlement to avoid potential conflicts of interest.

#### 5. Right of Defendant to Reject Settlement

If the number of Class Members who timely submit valid Requests for Exclusion exceeds five percent (5%) or more of the total Class Members, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, within fourteen (14) days after the deadline for submission of Requests for Exclusion by providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement.

#### 6. Plaintiff's Right to Adjust Gross Settlement Amount

Defendant has estimated the number of Class Members as 526. If the number of Class Members increases by more than five percent (5%), the Gross Settlement Amount will increase by the percentage over five percent (5%). For example, if the actual number of Class Members is determined to be eleven percent (11%) higher than 526, the Gross Settlement Amount shall increase by six percent (6%).

#### 7. Final Fairness and Approval Hearing

On the date set forth in the Order for Preliminary Approval and Class Notice, a Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Settlement and determine whether the Court should give it final approval, and (2) consider any objections made and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to give final approval to this Settlement and shall submit to the Court a Proposed Final Approval Order.

1                   **8. Notice to Class of Final Judgment**

2           Notice of final judgment will be given to the Class by posting the Final Approval Order on  
3 the Settlement Administrator's website.

4                   **9. Settlement Payment Procedures**

5                   a. Settlement Amount

6           In exchange for the releases set forth in this Settlement, Defendant agrees to pay the Gross  
7 Settlement Amount in the amount of One Million Three Hundred Fifty Thousand Dollars and Zero  
8 Cents (\$1,350,000.00). The Gross Settlement Amount includes all claims of the Participating Class  
9 Members and PAGA Group Members, Settlement Administration costs, Class Counsel's attorney's  
10 fees and costs, LWDA Payment, Enhancement Award and employer's share of payroll taxes.

11           Within thirty (30) calendar days after the date the Court grants final approval, Defendant will  
12 pay one third of the Gross Settlement Amount, or \$450,000.00 ("First Installment"), pursuant to the  
13 Settlement Administrator's electronic transfer instructions. Within ninety (90) days after the date the  
14 First Installment was due, Defendant will pay one third of the Gross Settlement Amount, or \$450,000  
15 ("Second Installment") in the same manner as the First Installment. Within ninety (90) days after the  
16 date the Second Installment was due, Defendant will pay one third of the Gross Settlement Amount,  
17 or \$450,000 ("Third Installment") in the same manner as the First and Second Installments. The  
18 Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments  
19 to Participating Class Members and PAGA Group Members, Class Counsel's attorneys' fees and  
20 costs, LWDA Payment, the Enhancement Award, and employer and employee tax withholdings  
21 applicable to the Net Settlement Amount allocated to wages. Within five (5) business days after  
22 Defendant pays the Second Installment, the Settlement Administrator will first pay Class Members'  
23 Individual Settlement Payments, Enhancement Award and employer and employee tax withholdings  
24 applicable to the Net Settlement Amount allocated to wages. Any remaining funds will be paid  
25 towards Class Counsel's attorney's fees and costs. Within five (5) business days after Defendant pays  
26 the Third Installment, the Settlement Administrator will pay the remaining amount of Class  
27 Counsel's attorney's fees and costs, the LWDA Payment, and Settlement Administration Costs.

1 Defendant's failure to make a timely installment payment shall be considered a default. In  
2 the event Defendant fails to make a timely installment payment as set forth in this Section  
3 IV(D)(8)(a), the Settlement Administrator will provide notice to Class Counsel and Defendant's  
4 counsel within five (5) business days of the missed payment. Thereafter, Defendant will have five  
5 (5) business days to cure the default and tender the installment payment to the Settlement  
6 Administrator. To the extent Defendant fails to cure a default within the times set forth in this  
7 paragraph, Plaintiff will be entitled to enter judgment against Defendant, on an *ex parte* basis, for the  
8 balance of the unpaid Gross Settlement Amount and all other sums due under this Settlement.

9 b. Payment of Attorneys' Fees and Costs

10 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third  
11 of the Gross Settlement Amount, which is Four Hundred and Fifty Thousand Dollars and Zero Cents  
12 (\$450,000.00). Class Counsel shall submit an application for an award of costs not to exceed Fifteen  
13 Thousand Dollars and Zero Cents (\$15,000.00). Such application for attorneys' fees and costs shall  
14 be heard by the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or  
15 oppose the amounts sought under any such application.

16 Any fees and costs awarded by the Court shall be paid from the Gross Settlement Amount  
17 and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class  
18 Counsel approved by the Court shall encompass all work performed, costs, and expenses related to  
19 the investigation, prosecution, and settlement of the Action incurred through the Effective Date. To  
20 the extent that the Court approves less than the amount of attorney's fees and/or costs that Class  
21 Counsel requests, the difference between the requested and awarded amounts will be reallocated to  
22 the Net Settlement Amount. Under no circumstances will Defendant be required to pay more in Class  
23 Counsel's attorneys' fees and costs, unless Class Counsel is required to enforce the terms of this  
24 Settlement due to a default by Defendant, including, but not limited to, failure to timely make the  
25 payments as set forth in Section IV(D)(8)(a), above. The Court's ruling on the request for Class  
26 Counsel's attorneys' fees and costs shall not affect the enforceability of this Agreement or the terms  
27 contained herein.

1                   c. Payment of Settlement Administration Costs

2           The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and  
3 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed  
4 \$11,000.00. Defendant will not be required to pay more in Settlement Administration Costs, except  
5 in the event that the Settlement Administrator incurs additional unanticipated costs directly caused  
6 by Defendant. Any such additional costs will be paid by Defendant separately from the Gross  
7 Settlement Amount. The Court's ruling on Settlement Administration Costs shall not affect the  
8 enforceability of this Agreement or the terms contained herein.

9                   d. Payment of Enhancement Award to Named Plaintiff

10          Subject to Court approval, Plaintiff shall receive an Enhancement Award of up to Seven  
11 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), the request for which Defendant will  
12 not object to or oppose. The Enhancement Award shall be paid out of the Gross Settlement Amount  
13 and shall not constitute payment to any Participating Class Member(s). To the extent that the Court  
14 approves less than the amount of Enhancement Award that Class Counsel requests, the difference  
15 between the requested and awarded amounts will be reallocated to the Net Settlement Amount. Under  
16 no circumstances will Defendant be required to pay more in the Enhancement Award. The Court's  
17 ruling on the Enhancement Award shall not affect the enforceability of this Agreement or the terms  
18 contained herein.

19          Because it is the intent of the Parties that the Enhancement Award represents payment to  
20 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not  
21 withhold any taxes from the Enhancement Award. The Enhancement Award will be reported on a  
22 Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing  
23 authorities as required by law.

24                   e. Payment to the Labor and Workforce Development Agency

25          In consideration of claims made under the California Private Attorneys General Act  
26 ("PAGA"), Cal. Labor Code §§ 2698 et seq., Class Counsel will request that the Court approve an  
27 allocation of Fifty-Four Thousand Dollars and Zero Cents (\$54,000.00) of the Gross Settlement  
28 Amount to these claims. Seventy-five percent (75%) of this allocation (\$40,500.00) will be paid to

1 the California Labor and Workforce Development Agency (“LWDA Payment”) and twenty-five  
2 percent (25%) (\$13,500.00) will be paid to the PAGA Group Members as described below.  
3 Defendant will not oppose this request. The LWDA will be paid out of the Gross Settlement Amount.  
4 Under no circumstances will Defendant be required to pay more in the LWDA Payment. The Court’s  
5 ruling on the LWDA Payment shall not affect the enforceability of this Agreement or the terms  
6 contained herein. The Court’s adjustment, if any, of the amount allocated to Plaintiff’s PAGA claim  
7 will not invalidate this Settlement.

8 f. Payment of Individual Settlement Payments to Participating Class Members

9 The Parties agree that the entire Net Settlement Amount shall be used to fund Individual  
10 Settlement Payments that will be paid to all Participating Class Members, i.e., to Class Members who  
11 have not requested to be excluded from the Settlement.

12 The Parties agree that the Net Settlement Amount shall be divided between all Participating  
13 Class Members based on their respective number of individual Qualifying Workweeks in proportion  
14 to the total number of Qualifying Workweeks for all Participating Class Members during the Class  
15 Period. For purposes of the Class Notice, the estimated minimum amount each Class Member will  
16 receive based on their individual Qualifying Workweeks will be calculated by dividing the Net  
17 Settlement Amount by the total number of Qualifying Workweeks for all Class Members during the  
18 Class Period and then allocated on a pro rata basis. Each Class Member’s estimated individual  
19 payment amount calculated based on the formula in the preceding sentence will be included in his or  
20 her Class Notice as part of his or her total estimated Individual Settlement Payment.

21 After final approval by the Court, the Settlement Administrator will recalculate the amounts  
22 payable to Participating Class Members by removing the number of Qualifying Workweeks  
23 represented by all Non-Participating Class Members, i.e., Class Members who requested to be  
24 excluded from the Settlement.

25 g. Payment of Individual Settlement Payments to PAGA Group Members

26 The Parties agree that the PAGA Group Payment (25% of the \$54,000 allocated to the  
27 settlement of PAGA claims) shall be used to fund Individual Settlement Payments that will be paid  
28 to all PAGA Group Members. Unlike the Net Settlement Amount, PAGA Group Members shall not

1 have the ability to request exclusion or opt-out from the release of the PAGA Released Claims (*see*  
2 section VI(B), Releases by the PAGA Group Members.).

3 The PAGA Group Payment shall be divided between all PAGA Group Members based on  
4 their respective number of individual Qualifying Workweeks in proportion to the total number of  
5 Qualifying Workweeks for all PAGA Group Members during the PAGA Period. For purposes of the  
6 Class Notice, the estimated minimum amount each PAGA Group Member will receive based on their  
7 individual Qualifying Workweeks will be calculated by dividing the PAGA Group Payment by the  
8 total number of Qualifying Workweeks for all PAGA Group Members during the PAGA Period and  
9 then allocated on a pro rata basis. Each PAGA Group Member's estimated share of the PAGA Group  
10 Payment calculated based on the formula in the preceding sentence will be included in his or her  
11 Class Notice as part of his or her total estimated Individual Settlement Payment.

12 For individuals who are both Participating Class Members and PAGA Group Members, each  
13 PAGA Group Member's respective share of the PAGA Group Payment shall be added to their  
14 respective share of the Net Settlement Amount.

15 h. Tax Allocation and Handling of Individual Settlement Payments

16 Each Individual Settlement Payment, exclusive of any portion allocated from the PAGA  
17 Group Payment, will represent wages and penalties allocated using the following formula: 20%  
18 allocated to wages; 65% allocated to penalties, and 15% allocated to interest. The amounts paid as  
19 wages shall be subject to all tax withholdings customarily made from an employee's wages and all  
20 other authorized and required withholdings and shall be reported by W-2 forms. The portion of each  
21 Individual Settlement Payment available to a PAGA Group Member as his or her share of the PAGA  
22 Group Payment will be allocated 100% to penalties.

23 The employer-side taxes (including employer's portion of FICA, FUTA, SUTA, and all other  
24 applicable payroll taxes) will be paid from the Gross Settlement Amount. The amounts paid as  
25 penalties and interest shall be subject to all authorized and required withholdings other than the tax  
26 withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

i. Timeline for Payment of Individual Settlement Payments

No later than ten (10) business days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator with a list of the Qualifying Workweeks for each Class Member and PAGA Group Member. Based on that information, the Settlement Administrator shall calculate: (a) the Net Settlement Amount, (b) the estimated Individual Settlement Payment for each Class Member and PAGA Group Member based on the formula specified above, (c) the amount of the Individual Settlement Payments to be allocated to wages, interest, and penalties based on the formula specified above, (d) the employer's share of the payroll taxes applicable to the Net Settlement Amount allocated to wages; and (e) the employee tax withholding amount based on the allocation of each Individual Settlement Payment to wages.

No later than five (5) business days after receiving the First and Second Installments from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual Settlement Payments to Participating Class Members and PAGA Group Members. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employee and employer-side tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments. Participating Class Members and PAGA Group Members shall have 180 days from the date of their Individual Settlement Payment checks to cash their settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the Settlement Administrator will transfer the amount represented by the check to Bay Area Legal Aid, the *cy pres* recipient designated by the Parties.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis databases based on set criteria and, if another address is identified, shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will also transfer the amount represented by the check to Bay Area Legal Aid, the *cy pres* recipient designated by the Parties.

1                   j. No Credit Toward Benefit Plans

2           The Individual Settlement Payments made to Participating Class Members and PAGA Group  
3 Members under this Settlement, as well as any other payments made pursuant to this Settlement, will  
4 not be utilized to calculate any additional benefits under any benefit plans to which any Class  
5 Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k)  
6 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.  
7 Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or  
8 amounts to which any Class Members may be entitled under any benefit plans.

9                   k. Tax Liability

10          The Parties and counsel for the Parties make no representation as to the tax treatment or legal  
11 effect of the payments called for hereunder. Plaintiff, Participating Class Members, and PAGA Group  
12 Members are not relying on any statement, representation, or calculation by the Parties, counsel for  
13 the Parties, or the Settlement Administrator in this regard. Plaintiff, Participating Class Members,  
14 and PAGA Group Members, and Plaintiff's Counsel understand and agree that they will be solely  
15 responsible for the payment of their own portion of any taxes and penalties assessed on the payments  
16 that they receive.

17       **V.       LIMITATIONS ON USE OF THIS SETTLEMENT**

18           **A.       No Admission**

19          Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a  
20 Class should have been certified in the Action. This Settlement is entered into solely for the purpose  
21 of compromising highly disputed claims. Neither the acceptance nor the performance by Defendant  
22 of the terms contained in this Agreement nor any of the related negotiations or proceedings is or shall  
23 be claimed to be, construed as, or deemed a precedent or an admission by Defendant of the truth of  
24 any allegations in the Action and/or any version of the Operative Complaint.

25           **B.       Non-Evidentiary Use**

26          Whether or not the Effective Date occurs, neither this Settlement nor any of its terms will be:  
27 (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any  
28 purpose adverse to Defendant or any other of the Released Parties, including but not limited to,

evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to the terms herein or for Defendant to establish that a Class Member has resolved any of his/her claims released through this Settlement. Moreover, this Agreement may be used by Defendant and/or the Released Parties to prove or defend against any claim released herein arising during the release period by any Participating Class Member in any judicial, quasi-judicial, administrative, or governmental proceeding.

**C. Nullification**

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Settlement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Approval Order, or (d) the Final Approval Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the action in its entirety, then (i) this Settlement shall be considered null and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

**VI. RELEASES**

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and PAGA Group Members will release claims against all Released Parties as follows:

1           **A.     Plaintiff's Release**

2           Plaintiff releases and discharges Released Parties from all claims, transactions, or occurrences  
3 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based  
4 on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably  
5 could have been, alleged based on facts contained in the Operative Complaint Plaintiff's PAGA  
6 Notice or ascertained during the Action ("Plaintiff's Release"). Plaintiff's Release does not extend  
7 to any claims or actions to enforce this Agreement, or to any claims for vested benefits,  
8 unemployment benefits, disability benefits, social security benefits, workers' compensation benefits  
9 that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that  
10 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now  
11 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain  
12 effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of  
13 them.

14           **B.     Plaintiff's Waiver of Rights Under California Civil Code Section 1542**

15           For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,  
16 rights and benefits, if any, of section 1542 of the California Civil Code, which reads:

17                   A general release does not extend to claims that the creditor or  
18                   releasing party does not know or suspect to exist in his or her favor  
19                   at the time of executing the release, and that if known by him or her  
20                   would have materially affected his or her settlement with the debtor  
21                   or Released Party.

22           **C.     Releases by Class Members**

23           Upon the Effective Date, Participating Class Members who do not opt out of the Settlement will  
24 conditionally agree that upon the date that Defendant pays all monetary sums due under this  
25 Settlement in accordance with the terms herein, including the timely payment of the Gross Settlement  
26 Amount, Participating Class Members will release Released Parties from the Class Released Claims.  
27 The Class Released Claims are limited in time to the Class Period, covering Plaintiff and the  
28 Participating Class Members who worked for Defendant in the State of California.

1           **D.     Releases by PAGA Group Members**

2           Upon the Effective Date, Plaintiff, on behalf of himself and the State of California, and PAGA  
3 Group Members will conditionally agree that once Defendant pays all monetary sums due under this  
4 Settlement in accordance with the terms herein, including the timely payment of the Gross Settlement  
5 Amount, Plaintiff, on behalf of himself and the State of California, and PAGA Group Members will  
6 release the Released Parties from the PAGA Released Claims. PAGA Group Members will not have  
7 an opportunity to opt-out from the release of the PAGA Released Claims, and will be entitled to a  
8 share of the PAGA Group Payment, whether or not they submit a timely and valid opt-out of the  
9 Settlement with respect to the release of the Class Released Claims and settlement payment for the  
10 release.

11           **E.     Release Effective Date**

12           The release will be deemed effective as to the Participating Class Members and PAGA Group  
13 Members upon Defendant's payment of the entire Gross Settlement Amount.

14           **F.     No Additional Attorneys' Fees or Costs**

15           Except for the attorneys' fees and costs set forth in this Settlement, the Parties agree to bear  
16 their own attorneys' fees and costs related to this Action.

17           **VII.    MISCELLANEOUS PROVISIONS**

18           **A.     Amendments or Modification**

19           The terms and provisions of this Settlement may be amended or modified only by an express  
20 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

21           **B.     Assignment**

22           None of the rights, commitments, or obligations recognized under this Settlement may be  
23 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written  
24 consent of each other Party and their respective counsel. The representations, warranties, covenants,  
25 and agreements contained in this Settlement are for the sole benefit of the Parties under this  
26 Settlement, and shall not be construed to confer any right or to avail any remedy to any other person.

1           **C.     Governing Law**

2           This Settlement shall be governed, construed, and interpreted, and the rights of the Parties  
3 shall be determined, in accordance with the laws of the State of California, irrespective of the State  
4 of California's choice of law principles.

5           **D.     Entire Agreement**

6           This Settlement, including the Exhibit referred to herein, which form an integral part hereof,  
7 contains the entire understanding of the Parties hereto with respect of the subject matter contained  
8 herein. In case of any conflict between text contained in Articles I through VII of this Settlement  
9 and text contained in the Exhibit to this Settlement, the former (*i.e.*, Articles I through VII) shall be  
10 controlling, unless the Exhibit is changed by or in response to a Court order. There are no restrictions,  
11 promises, representations, warranties, covenants, or undertakings governing the subject matter of this  
12 Settlement other than those expressly set forth or referred to herein. This Settlement supersedes all  
13 prior agreements and understandings among the Parties hereto with respect to the settlement of the  
14 Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior  
15 agreements or proposals.

16           **E.     Waiver of Compliance**

17           Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
18 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the  
19 extent permitted under applicable law, by the Party or Parties and their respective counsel hereto  
20 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to  
21 insist upon strict compliance with any representation, warranty, covenant, agreement, or condition  
22 shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

23           **F.     Counterparts and Fax/PDF Signatures**

24           This Settlement, and any amendments hereto, may be executed in any number of counterparts  
25 and any Party and/or their respective counsel hereto may execute any such counterpart, each of which  
26 when executed and delivered shall be deemed to be an original and all of which counterparts taken  
27 together shall constitute one instrument. A fax or PDF signature on this Settlement shall be as valid  
28 as an original signature.

1           **G. Meet and Confer Regarding Disputes**

2           Should any dispute arise among the Parties or their respective counsel regarding the  
3 implementation or interpretation of this Settlement, Class Counsel and Defense Counsel shall meet  
4 and confer in good faith to attempt to resolve such disputes prior to submitting such disputes to the  
5 Court.

6           **H. Agreement Binding on Successors**

7           This Agreement will be binding upon, and inure to the benefit of, the successors in interest  
8 of each of the Parties.

9           **I. Cooperation in Drafting**

10          The Parties have cooperated in the negotiation and preparation of this Settlement. This  
11 Settlement will not be construed against any Party on the basis that the Party, or the Party's counsel,  
12 was the drafter or participated in the drafting of this Settlement.

13          **J. Fair Settlement**

14          Plaintiff, Defendant, Class Counsel, and Defense Counsel believe that this Settlement reflects  
15 a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through  
16 arm's-length negotiations, taking into account all relevant factors, current and potential, and is  
17 consistent with public policy, and fully complies with applicable provisions of law.

18          **K. Headings**

19          The descriptive heading of any section or paragraph of this Settlement is inserted for  
20 convenience of reference only and does not constitute a part of this Settlement and shall not be  
21 considered in interpreting this Settlement.

22          **L. Notice**

23          All notices, demands, or other communications given under this Settlement must be in writing  
24 and addressed as follows:

25               *To Plaintiff and the Class:*  
26               DAILY ALJIAN LLP  
27               Justin E. D. Daily  
28               Reed Aljian  
                Simon Kwak  
                Shelly D. Song  
                100 Bayview Circle, Suite 5500  
                Newport Beach, CA 92660

1 And

2 *To Defendant:*

3 Julie A. Marquis  
4 FREEMAN MATHIS & GARY, LLP  
5 1010 B Street, Suite 400  
6 San Rafael, CA 94901  
7 Telephone: 415.394.9500

8 Craig A. Tomlins  
9 Dane M. Willis  
10 FREEMAN MATHIS & GARY, LLP  
11 1013 Galleria Blvd., Suite 250  
12 Roseville, CA 95678  
13 Telephone: 916.472.3300

14 **M. Enforcement of Settlement and Continuing Court Jurisdiction**

15 To the extent consistent with class action procedure, this Settlement shall be enforceable by  
16 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court  
17 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the  
18 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the  
19 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall  
20 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest  
21 extent to enforce and effectuate the terms and intent of this Settlement.

22 **N. Mutual Full Cooperation**

23 The Parties agree fully to cooperate with each other to accomplish the terms of this  
24 Settlement, including but not limited to execution of such documents, and to take such other action  
25 as may reasonably be necessary to implement the terms of this Settlement. The Parties to this  
26 Settlement shall use their best efforts, including all efforts contemplated by this Settlement, to  
27 effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach  
28 agreement on the form or content of any document needed to implement the Settlement, or on any  
supplemental provisions that may become necessary to effectuate the terms of the Settlement, the  
Parties agree to seek the assistance of the Court.

**O. Authorization to Act**

Class Counsel warrants and represents that they are authorized by Plaintiff, and Defense

1 Counsel warrants that they are authorized by Defendant, to take all appropriate action required to  
2 effectuate the terms of this Settlement, except for signing the documents, including but not limited  
3 to this Settlement, that are required to be signed by the Parties.

4 **P. No Reliance on Representations**

5 The Parties have made such investigation of the facts and the law pertaining to the matters  
6 described herein and to this Settlement as they deem necessary, and have not relied, and do not rely,  
7 on any statement, promise, or representation of fact or law, made by any of the other parties, or any  
8 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted  
9 rights, or with regard to the advisability of making and executing this Settlement, or with respect to  
10 any other matters. No representations, warranties, or inducements have been made to any party  
11 concerning this Settlement.

12 **Q. Financial Condition Information**

13 To the extent the Court may require the Parties to submit information regarding Defendant's  
14 financial condition for purposes of preliminary and/or final approval of the Agreement, Defendant  
15 agrees to cooperate with Class Counsel in providing the necessary information to the Court.

16 **R. Review of Noticed Motions and/or Other Pleadings**

17 Class Counsel agrees that prior to any filing concerning the terms herein, including but not  
18 limited to the Motion for Preliminary Approval and the Motion for Final Approval, it shall use best  
19 efforts to e-mail a draft of said motion and/or pleading to Defense Counsel at least 3 calendar days  
20 prior to its filing.

21 **S. No Admission of Liability, Class Certification or Representative Manageability**  
22 **for Other Purposes**

23 This Agreement represents a compromise and settlement of highly disputed claims. Nothing  
24 in this Agreement is intended or should be construed as an admission by Defendant that any of the  
25 allegations in the Operative Complaint have merit or that Defendant has any liability for any claims  
26 asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses  
27 in the Action have merit. The Parties agree that class certification and representative treatment is for  
28 purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final

1 Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any  
2 reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff  
3 reserves the right to move for class certification on any grounds available and to contest Defendant's  
4 defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have  
5 no bearing on, and will not be admissible in connection with, any litigation (except for proceedings  
6 to enforce or effectuate the Settlement and this Agreement.)

7 **T. Confidentiality Prior to Preliminary Approval**

8 Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the  
9 Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose,  
10 disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize,  
11 any of the terms of the Agreement directly or indirectly, specifically or generally, to any person,  
12 corporation, association, government agency, or other entity except: (1) to the Parties' attorneys,  
13 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2)  
14 counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing  
15 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena  
16 issued by a state or federal government agency. Each Party agrees to immediately notify each other  
17 Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class  
18 Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any  
19 conversation or other communication, before the filing of the Motion for Preliminary Approval, with  
20 any third party regarding this Agreement or the matters giving rise to this Agreement except to  
21 respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict  
22 Class Counsel's communications with Class Members in accordance with Class Counsel's ethical  
23 obligations owed to Class Members.

24 **U. No Tax Advice**

25 Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice  
26 regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the  
27 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or  
28 otherwise.

1           **V. Confidentiality**

2           To the extent permitted by law, all agreements made, and orders entered during the Action  
3 and in this Agreement relating to the confidentiality of information shall survive the execution of this  
4 Agreement.

5           **W. Use and Return of Class Data**

6           Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and  
7 summaries of the Class Data provided to Class Counsel by Defendant in connection with the  
8 mediation, other settlement negotiations, or in connection with the Settlement, may be used only with  
9 respect to this Settlement, and no other purposes, and may not be used in any way that violates any  
10 existing contractual agreement, statute or rule of court. One year after the date when the Court  
11 discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all  
12 Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from  
13 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes  
14 a written request to Class Counsel for the return, rather than the destruction, of Class Data.

15           **X. Calendar Days**

16           Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days.  
17 In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal  
18 holiday, such date or deadline shall be on the first business day thereafter.

19           **Y. Stay of Litigation**

20           The Parties agree that upon the execution of this Agreement the litigation shall be stayed,  
21 except to effectuate the terms of this Agreement, unless the Settlement fails to obtain preliminary  
22 and/or final approval from the Court. The Parties further agree that upon the signing of this  
23 Agreement that pursuant to CCP §583.330 to extend the date to bring a case to trial under CCP  
24 §583.310 for the entire period of this settlement process.

25 ///

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27 ///

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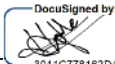
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**EXECUTION BY PARTIES**

The Parties hereby execute this Settlement.

Dated: agosto 29, 2023

HERMILO FIGUEROA CELIS

By:   
3011C778182D48E...  
Painuui

Dated: \_\_\_\_\_

EARL ADAMS TILE-COPING &  
PLASTERING, INC.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

*[Signatures of Counsel on Following Page]*

EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

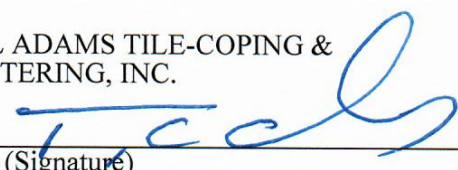
Dated: \_\_\_\_\_

HERMILO FIGUEROA CELIS

By: \_\_\_\_\_  
Plaintiff

Dated: 8/10/2023

EARL ADAMS TILE-COPING &  
PLASTERING, INC.

By:   
(Signature)

Anthony Adams  
(Printed Name)

CEO  
(Title)

*[Signatures of Counsel on Following Page]*

1 Approved as to Form:

2  
3 Dated: August 30, 2023

DAILY ALJIAN LLP

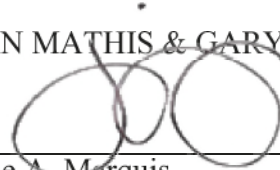
4  
5 By: 

Justin E. D. Daily  
Reed Aljian  
Simon Kwak  
Shelly D. Song

6  
7  
8 Attorneys for Plaintiff Hermilo Figueroa Celis

9  
10 Dated: September 12, 2023

FREEMAN MATHIS & GARY, LLP

11  
12 By: 

Julie A. Marquis  
Craig A. Tomlins  
Dane M. Willis

13  
14 Attorneys for Defendant Earl Adams Tile-Coping  
& Plastering, Inc.

# EXHIBIT A

*Celis v. Earl Adams Tile-Coping & Plastering, Inc.*  
(Alameda County Superior Court Case No. HG21112823)

**NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION**

**YOU HAVE BEEN IDENTIFIED AS HAVING WORKED FOR EARL ADAMS TILE-COPING & PLASTERING, INC. (“EARL ADAMS”) AS A NON-EXEMPT EMPLOYEE IN THE STATE OF CALIFORNIA SOMETIME BETWEEN MARCH 21, 2017, THROUGH OCTOBER 6, 2022.**

**YOU ARE NOT BEING SUED, AND THIS LAWSUIT IS NOT AGAINST YOU. EARL ADAMS HAS AGREED TO A CLASS ACTION SETTLEMENT IN THE LAWSUIT REFERENCED ABOVE. PLEASE READ THIS CAREFULLY AS YOUR RIGHTS MAY BE AFFECTED.**

**TO:** ALL PERSONS WHO WORKED FOR EARL ADAMS TILE-COPING & PLASTERING, INC., in the State of California as a non-exempt employee between March 21, 2017, through October 6, 2022 (“Class Members”). A Court has granted Preliminary Approval to a proposed settlement of a class action lawsuit involving Earl Adams (the “Class Action”). If the Court grants Final Approval, there will be money available to you.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION</b>        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u></b> | <b>Stay in this Class Action. Receive a payment. Give up certain rights.</b> By doing nothing, you become part of the Class and will collect a settlement share as detailed below. But, you will give up certain rights to sue Earl Adams separately for the legal claims raised in this Class Action.                                                                                                                                                                                                                      |
| <b>OBJECT TO THE SETTLEMENT</b>                                  | <b>Stay in this Class Action. May give up certain rights.</b> If you object to the settlement, you will remain a member of the Class, and if the Court approves the settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.                                                                                                                                                                                                                                        |
| <b>ASK TO BE EXCLUDED</b>                                        | <b>Get out of this Class Action. Get a smaller or no payment from it. Keep rights.</b> If you ask to be excluded from the settlement, you won’t receive any payment from the settlement award, with the exception of those Class Members entitled to a PAGA Payment Share, as explained below. But, you will keep any rights you may have to sue Earl Adams separately for the legal claims raised or that could have been raised in this Class Action, with the exception of any PAGA Released Claims, as described below. |

## **A. DESCRIPTION OF THE CLASS ACTION:**

On September 15, 2021, Hermilo Figueroa Celis (“Plaintiff”) filed a class action lawsuit in the Superior Court of the State of California for the County of Alameda, entitled *Celis v. Earl Adams Tile-Coping & Plastering, Inc.*, Case No. HG21112823. The operative Complaint alleges claims on behalf of a proposed class for damages and penalties for: (1) Failure to Pay Wages; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Provide Accurate Itemized Wage Statements; (5) Failure to Pay Wages Upon Separation of Employment; (6) Failure to Reimburse Business Expenses; (7) Violation of Business and Professions Code Sections 17200-17208; and (8) Recovery of Civil Penalties for Violation of Labor Code § 2698 *et seq.* (“PAGA”).

Earl Adams strongly denies violating any laws or failing to pay any wages, as well as the allegations in the Class Action, and contends it complied with all applicable laws. The Court has not ruled on the merits of the claims or defenses. Both sides recognize, however, the risks, expenses and business disruption of continued litigation and therefore, the parties and their counsel have agreed to resolve their differences by entering into a settlement of the Class Action, which the Court has now preliminarily approved (the “Settlement”). At this time, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable; any final determination of those issues will be made at the Final Fairness and Approval hearing. The Court has also appointed the attorneys for Plaintiff as “Class Counsel” to represent Class Members affected by the Settlement. They are:

### **DAILY ALJIAN LLP**

Justin E. D. Daily  
Reed Aljian  
Simon Kwak  
Shelly D. Song  
100 Bayview Circle, Suite 5500  
Newport Beach, CA 92660  
Telephone: (949) 861-2524  
Facsimile: (949) 269-6364

The Court-appointed Settlement Administrator is:

\_\_\_\_\_  
[INSERT ADDRESS]  
[INSERT TELEPHONE NO.]

## **B. SUMMARY OF PROPOSED SETTLEMENT TERMS**

Subject to the court’s Final Approval, a summary of the terms of the Settlement include:

1. **Class Settlement Amount:** Earl Adams will pay a Gross Settlement Amount of \$1,350,000.00, which will be used to pay: (1) the Settlement Shares of each Class Member who does not opt-out of the Settlement (*see* Para. 2, below); (2) settlement administration costs in an amount not to exceed \$11,000.00 (if finally approved by the Court); (3) the costs incurred by Class Counsel in an amount not to exceed \$15,000.00 (if finally approved by the Court); (4) an enhancement fee to the named Plaintiff to compensate him for the time, work, and risks undertaken in bringing this Class Action in an amount not to exceed \$7,500.00 (if finally approved by the Court); (5) Class Counsel’s reasonable attorneys’ fees not to exceed \$450,000.00 (if finally approved by the Court); (6) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of \$40,500.00 (if finally approved by the Court); (7) the PAGA Payment Shares to the Class Members who worked during the PAGA Period (*see* Para. 3, below) in the total amount of \$13,500.00 (if finally approved by the Court); and (8) the employer’s share of payroll taxes for the amount of the Settlement Shares designated as wages (if finally approved by the Court).

2. **Settlement Shares:** Each Settlement Class Member's share of the Settlement will be calculated based upon the total compensable workweeks the Class Member worked as an hourly employee for Earl Adams in the State of California at any time from March 21, 2017, through October 6, 2022 (the "Class Period") in comparison to the total number of workweeks worked by all Class Members during the Class Period. All Settlement Shares will be paid from the Net Settlement Amount ("NSA"), which will be determined by deducting from the Gross Settlement Amount the combined total of any Court awarded attorneys' fees and costs, settlement administration costs, incentive award to the named Plaintiff, payment to the LWDA, the amount allocated for the PAGA Payment Shares, and employer-side payroll taxes due on the wage portion of Class Members' Settlement Shares. An IRS Form W-2 will be issued for the wage portion of any settlement payment and an IRS Form 1099 will be issued for the interest and penalties portions of any settlement payment. Nothing in this Notice or the Settlement is intended to constitute tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

3. **PAGA Payment Shares:** Of the Gross Settlement Amount, \$13,500.00 is allocated to pay Class Members employed during the time period of March 21, 2020, through October 6, 2022 (the "PAGA Period"), based upon the total compensable workweeks the Class Member worked as an hourly employee for Earl Adams in the State of California at any time during the PAGA Period in comparison to the total number of workweeks worked by Class Members during the PAGA Period. The PAGA Payment Share is in addition to the Settlement Share. The PAGA Payment Share is allocated as penalties and will be included in IRS Form 1099.

4. **Your Estimated Share of the Settlement:** You do not need to do anything in order to receive your payment. The amount you will receive is estimated to be \$\_\_\_\_, based on \_\_\_\_ workweeks that you worked as an hourly employee during the Class Period, and an additional \$\_\_\_\_, based on \_\_\_\_ workweeks that you worked as an hourly employee during the PAGA Period. If you believe your total weeks worked during either the Class Period or PAGA Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct. You should also send any documents or other information that supports your belief that the information set forth above is incorrect. Your written letter should include your name (and any former names used with Earl Adams), address, last four digits of your Social Security number, and phone number, and be signed and dated by you.

The Settlement Administrator will work with the parties to resolve any dispute based upon Earl Adams' records and any information you provide. If the parties are unable to resolve the dispute, the Settlement Administrator will make the final decision regarding the number of workweeks. Any such dispute must be mailed to the Settlement Administrator no later than [DATE].

5. **Updated Contact Information:**

If your address has changed since receiving this Notice or your address changes at any time before you receive your settlement check, you should update your mailing address by calling or mailing a letter to the Settlement Administrator with your updated mailing address.

6. **Timing of Payments:**

Earl Adams will fund the Settlement in three installment payments of \$450,000.00 each. The first installment will be funded within 30 days of the date the Court grants final approval. The second installment will be funded within 90 days after the date the first installment was due. The third installment will be funded within 90 days after the date the second installment was due. Within five business days after Earl Adams funds the second installment, it is anticipated that your share of the Settlement will be mailed to you by approximately \_\_\_\_\_. If you do not request for exclusion from the Settlement, then your settlement check will automatically be mailed to you at the same address where you received this Notice, or to a different address if you provide updated contact information to the Settlement Administrator. If you submit a timely and valid request for exclusion from the Settlement but

worked as an hourly employee during the PAGA Period, you will not receive a Settlement Share but will nonetheless receive a PAGA Payment Share.

### **C. RELEASE OF LIABILITY**

If the Settlement is finally approved by the Court, each Settlement Class Member, including you, if you do not request exclusion from the Settlement, will be deemed to have released Earl Adams (the “Released Parties”) from any and all claims alleged or that could have been alleged based on the facts alleged in the operative Complaint and PAGA Notice during the Class Period, including (1) failure to pay wages, including minimum and overtime wages; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to provide rest periods or compensation in lieu thereof; (4) failure to reimburse business expenses; (5) failure to provide accurate itemized wage statements (6) failure to timely pay wages upon separation of employment; and (7) violation of California Business and Professions Code §§17200, *et seq.* (“Class Released Claims”), from March 21, 2017, through October 6, 2022.

Additionally, Class Members employed during the PAGA Period will be deemed to have released the Released Parties from any and all claims for civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), that are based on the facts alleged in the operative Complaint and Plaintiff’s Notice to the LWDA, arising during the period of March 21, 2020, through October 6, 2022 (“PAGA Released Claims”).

### **D. TO REQUEST EXCLUSION FROM THE SETTLEMENT**

If you want to be excluded from the Settlement (also referred to as “opting out”), you must send a written request to the Settlement Administrator (“Request for Exclusion”), postmarked no later than [DATE].

Your Request for Exclusion must state your intent to opt-out or request to be excluded from the Settlement along with your name (and any former names used with Earl Adams), address, last four digits of your Social Security number, phone number, signature and date of the signature.

If you submit a timely and valid Request for Exclusion, you will no longer be a member of the Class, and **you will not** receive any money from the Settlement, or be able to object to the terms of the Settlement. However, if you do timely submit a Request for Exclusion you will not be bound by the terms of the Settlement and may pursue any claims you may have against Earl Adams at your own expense.

Class Members employed during the PAGA Period will not have an opportunity to request exclusion from the release of the PAGA Released Claims, and will be entitled to a PAGA Payment Share, whether or not they submit a timely and valid opt-out to the Class Released Claims.

**DO NOT SEND A REQUEST FOR EXCLUSION IF YOU WANT TO RECEIVE YOUR SHARE UNDER THE SETTLEMENT!**

### **E. TO OBJECT TO THE SETTLEMENT**

If you would like to object to the Settlement, you must not submit a Request for Exclusion. In order to object, you may submit a written objection to the Settlement Administrator, postmarked no later than [DATE].

The objection must include a written statement of the grounds for objection, be signed by you or your authorized representative, and include all supporting papers. The objection should include your name (and any former names used with Earl Adams), address, last four digits of your Social Security number, phone number, and be signed and dated by you or your authorized representative’s signature.

You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely Notice of Objection.

**F. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT**

The Final Fairness and Approval hearing on the fairness and adequacy of the proposed Settlement will be held on \_\_\_\_\_ at \_\_\_\_\_, in Department 23 of the Superior Court of the State of California, County of Alameda, 1221 Oak Street, Oakland, CA 94612. The Settlement Administrator will notify any Class Member who objected to the Settlement if the Final Approval hearing is postponed to some other date. It is not necessary for you to appear at this hearing. However, a Class Member who wishes to make an oral objection at the hearing may do so even if the Class Member did not submit a written objection. If you intend to appear at the hearing, please check the Court website at [www.alameda.courts.ca.gov](http://www.alameda.courts.ca.gov) for current social distancing procedures for attendance at hearings.

**G. ADDITIONAL INFORMATION ABOUT THE PROPOSED SETTLEMENT**

This Notice only summarizes the Class Action, the Settlement, and related matters. For more information, please refer to the formal Joint Stipulation of Class Action Settlement attached as Exhibit \_\_ to the Declaration of Justin E. D. Daily in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, which was filed with the Court on [DATE]. The Settlement Agreement can be viewed at the Alameda County Courthouse, located at 1221 Oak Street, Oakland, CA 94612, or online at \_\_\_\_\_. Please check the Court website for current social distancing procedures for review of court files. Alternatively, a copy of it can be obtained from Class Counsel. You may also contact Class Counsel or the Settlement Administrator with any questions about this Notice or the Class Action at the telephone numbers provided in Section A of this Notice.

**PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR THE COURT, OR ANY OF EARL ADAMS' MANAGERS, SUPERVISORS, OR ATTORNEYS WITH QUESTIONS.**