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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

NAKITA CLARK, DAWN STEPHENSON,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

vs.

WITTMAN ENTERPRISES, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2019-00251989-CU-OE-GDS

Honorable Jill H. Talley
Department 25

CLASS ACTION

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

Date: November 15, 2022
Time: 1:30 p.m.
Department: 25

Complaint Filed: March 6, 2019
FAC Filed: March 29, 2019
SAC Filed: July 18, 2019
TAC Filed: February 4, 2022
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 Nakita Clark and Dawn Stephenson (“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 Plaintiff 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). He has worked on over one hundred (100) class action or representative action
14 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
15 herein.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions and successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, intervention. She has successfully handled
26 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 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 also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. 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 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, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

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 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 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 of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

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

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

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

19 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national wholesale distributor of
21 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
22 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
23 representative action settlement. The Sacramento County Superior Court Case Number is 34-
24 2012-00136285.

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
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1 September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles
2 County Superior Court Case Number is BC478769.

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

8 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
10 residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's
11 motion for class certification. On October 20, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Los Angeles County Superior Court Case
13 Number is BC474784.

14 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of upscale
16 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
17 granted final approval of the class and PAGA representative action settlement. The Los Angeles
18 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
19 Coordination Proceeding Number is 4794.

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

24 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
26 involving allegations of misclassification of the "Department Manager" position. On August 12,
27 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On
28

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

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

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

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

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

6 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
7 hour class and PAGA representative action against a lumber and hardware company on behalf of
8 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
10 00747750-CU-OE-CXC.

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

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ firm represented the plaintiff in a PAGA representative action, against
25 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

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1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
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 PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
14 approval of the class and PAGA representative action settlement. The Los Angeles County
15 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
16 Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Los Angeles County Superior Court Case Number is
21 BC498401.

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

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

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

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law and finding, in part, that
28 employer arbitration agreements are unenforceable where they block a PAGA claim from

1 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
2 granted approval of the PAGA representative action settlement. The San Diego County Superior
3 Court Case Number is 34-2015-00175330.

4 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
5 wage-and-hour class and PAGA representative action against a medical equipment supplier on
6 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
7 for class certification and certified a class. The San Bernardino County Superior Court Case
8 Number is CIVDS1505744.

9 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
10 wage-and-hour class and PAGA representative action against a large national drug testing
11 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
12 plaintiff's motion for class certification and certified a class. The San Diego County Superior
13 Court Case Number is 37-2018-00019611-CU-OE-CTL.

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

20 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
21 wage-and-hour class action against manufacturer and supplier of power products and services on
22 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
23 for class certification and certified a class. The San Diego County Superior Court Case Number is
24 37-2015-00025968-CU-OE-CTL.

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

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

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT 1**" is the Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, on the one hand, and Defendant Wittman Enterprises, LLC ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, as of December 6, 2021, the Class is estimated to consist of approximately three hundred and twenty-four (324) individuals.

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

11. Class Counsel has litigated the case for over three (3) years and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by David L. Perrault, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and

1 various aspects of the case, including but not limited to, the risks and delays of further litigation,
2 the risks to the Parties of proceeding with class certification and/or representative adjudication,
3 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
4 wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the
5 possibility of appeals, among other things. During all settlement discussions, the Parties conducted
6 their negotiations at arm's length in an adversarial position. Arriving at a settlement that was
7 acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to
8 prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would
9 be able to obtain class certification and prevail at trial. After conducting investigations, formal
10 and informal discovery, and exchange of information, extensive settlement negotiations, and with
11 the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for
12 settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
13 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
14 adequate resolution of the Released Claims of Plaintiffs and Participating Class Members.

15 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
16 and scope of the claims, and was preparing the action for class certification and trial. Class
17 Counsel conducted significant investigation and formal and informal discovery regarding the facts
18 of the case, including and not limited to, the exchange, review, and analysis of thousands of pages
19 of documents and data obtained from Defendant, Plaintiffs, and other sources. Class Counsel
20 propounded multiple sets of formal written discovery requests onto Defendant (specifically,
21 Requests for Production of Documents (Sets One & Two), Special Interrogatories (Sets One, Two,
22 and Three), and Form Interrogatories-General (Set One), Requests for Admissions (Set One) and
23 notices of depositions of Defendant's Person Most Knowledgeable designees on Defendant. Class
24 Counsel also worked with Plaintiffs to provide responses to discovery requests that were
25 propounded by Defendant (specifically, Form Interrogatories–Employment). Class Counsel also
26 prepared for and took the deposition of Defendant's Person Most Knowledgeable witnesses over
27 the course of several days. The volume of data and documents that Class Counsel reviewed and
28 analyzed included and was not limited to: Plaintiffs' and other Class Members' employment

1 records, a detailed sampling of Class Members' time and pay data, new hire information checklists,
2 multiple iterations of Defendant's Employee Handbook, Defendant's confidential financial
3 information (including but not limited to, pay statements, earning statements) company policy
4 acknowledgements (including but not limited to, Handbook Acknowledgement, At-Will
5 Employment Agreement, Acknowledgment of Receipt of Code of Safe Practices), internal
6 memoranda, job descriptions, Defendant's operations and employment practices, procedures, and
7 policies (including but not limited to, Electronic Device Policy, Cell Phone Usage, Meal Break
8 Waiver Form, Telephone Monitoring Consent, Electronic and Telephone Monitoring Consent,
9 Employee Orientation Checklist, Annual Confidentiality Statement, Vacation and Sick Benefit
10 Agreement Letter, and Guidelines for Dress) among other information and documents. Class
11 Counsel interviewed Plaintiffs and other Class Members to gather facts and circumstances
12 surrounding Plaintiffs and putative class members' employment. Counsel for the Parties also met
13 and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery,
14 *Belaire-West* process, and the production of documents and data prior to the mediation. Class
15 Counsel also drafted pleadings and the mediation brief and prepared for and attended court
16 proceedings, mediation, and settlement negotiations, among other tasks.

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

23 14. The Settlement provides for a Gross Settlement Amount of Four Hundred Eighty
24 Thousand Dollars (\$480,000.00). The Net Settlement Amount is the Gross Settlement Amount
25 less the following amounts subject to approval by the Court: LWDA Payment, Enhancement
26 Payments to the Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and Administration Costs
27 to the Administrator. Assuming that the amounts allocated under the Settlement toward these
28 payments are awarded by the Court, the Net Settlement Amount that will be available for

1 distribution to Participating Class Members is currently estimated to be Two Hundred Thirty-Five
2 Thousand Five Hundred Dollars (\$235,500.00). Additionally, 25% of the PAGA Payment, which
3 is \$12,500.00 out of \$50,000.00 will be distributed to Participating Class Members as part of the
4 Net Settlement Amount. The Net Settlement Amount will be fully distributed in accordance with
5 the terms of the Settlement and there is no reversion to Defendant.

6 15. The Parties have agreed to retain Simpluris, Inc. (“Simpluris” or “Administrator”)
7 to handle the notice and settlement administration process. The Parties respectfully request that
8 the Court appoint Simpluris to handle these procedures and serve as the Administrator. Defendant
9 will provide the Administrator with a list of Class Members that Defendant will compile from its
10 records, which will include each Class Member’s full name, last known mailing address, Social
11 Security Number, start and end dates worked for Defendant as an hourly-paid or non-exempt
12 employee who worked for Defendant within the State of California at any time during the Class
13 Period, and such other information as is necessary for the Administrator to calculate Qualifying
14 Workweeks (“Class List and Data”), and the Administrator will calculate each Class Member’s
15 *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) and each
16 Participating Class Members’ estimated share of the 25% of the PAGA Payment. The
17 Administrator will be responsible for printing, distributing, and tracking Class Notices and other
18 documents for the Settlement, calculating and distributing payments due under the Settlement,
19 issuing 1099 and W-2 IRS Forms and undertaking all required tax reporting, filings, withholdings,
20 and remittances, providing necessary reports and declarations, and other duties and responsibilities
21 set forth herein to process the Settlement, and as requested by the Parties. Administration Costs
22 are currently estimated not to exceed Ten Thousand Dollars (\$10,000.00) and will be paid out of
23 the Gross Settlement Amount, subject to approval of the Court.

24 16. Based on investigation and information discovered, Class Counsel believes that
25 there is sufficient evidence to support the allegations made in the Action, including the allegations
26 that Defendant, with respect to Plaintiffs and Class Members, *inter alia*, failed to properly pay
27 overtime and minimum wages, failed to provide compliant meal and rest periods and to pay
28 associated premium pay, failed to timely pay wages during employment and upon termination of

1 employment, failed to provide compliant wage statements, and failed to maintain requisite payroll
2 records, and thereby engaged in unfair business practices and conduct giving rise to civil penalties
3 recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections
4 2698, et seq.). Plaintiffs also asserted that Class Members were expected to perform similar job
5 duties and were subject to the same or similar operations and employment policies, practices, and
6 procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with respect
7 to Plaintiffs and Class Members were substantially the same during the time period at issue. As a
8 result of said alleged uniform practices, Plaintiffs claim that Class Members were not paid all of
9 the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear
10 that the outcome of this litigation would be determined by Defendant's uniform operations and
11 employment practices, policies, and procedures that Plaintiffs allege applied across Defendant's
12 hourly-paid or non-exempt employees in California during the relevant time period.

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

22 18. Defendant, on the other hand, denied and continues to deny any liability and
23 wrongdoing of any kind associated with the allegations in the Action, and further denies that the
24 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
25 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
26 also had the opportunity to conduct investigations and gather documents and information relating
27 to Plaintiffs' and Class Members' employment with Defendant, and Defendant's operations and
28 employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume

of documents and data, including but not limited to a detailed sampling of Class Members' time and pay information, to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$160,000.00 if the Gross Settlement Amount remains \$480,000.00) and expenses and costs in an amount not to exceed Twenty-Two Thousand Dollars (\$22,000.00), which will be paid out of the Gross Settlement Amount subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to Seven Thousand Five Hundred Dollars (\$7,500.00) each to Plaintiffs as Enhancement Payments (for a combined total of \$15,000.00), to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. For example, Plaintiffs expended effort to review and provide responses to multiple sets of discovery requests that were propounded by Defendant. Plaintiffs were available whenever Class Counsel needed Plaintiffs, and actively tried to obtain information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiffs to receive Enhancement Payments, in addition to individual settlement payments, for services performed in the matter on behalf of the Class and State of California.

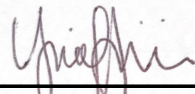
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21. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments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

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

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

Executed on this 21st day of October 2022, at Glendale, California.



Yasmin Hosseini

EXHIBIT 1

1 Plaintiffs Nakita Clark and Dawn Stephenson (together, “Plaintiffs”), individually, and
2 on behalf of all similarly situated current and former employees and on behalf of other aggrieved
3 employees pursuant to the California Private Attorneys General Act, and Defendant Wittman
4 Enterprises, LLC (“Defendant”) (collectively, the “Parties”), subject to the terms and conditions
5 hereof and final approval by the Court, hereby enter into this Stipulation of Class Action and
6 PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”).

7 IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, for
8 themselves, Participating Class Members (as defined below), Aggrieved Employees (as defined
9 below), and the State of California (as set forth herein) and Defendant, by and through their
10 respective attorneys, that subject to final Court approval, the Action will be settled subject to
11 the terms and conditions set forth in this Agreement.

12 **I. RECITALS**

13 **A. Background and Procedural History**

14 1.1 On March 6, 2019, Plaintiff Nakita Clark filed a Class Action Complaint for
15 Damages against Defendant in the Superior Court of Sacramento County, entitled *Nakita Clark*
16 *v. Wittman Enterprises, LLC*, and Does 1 through 100, Case No. 34-2019-00251989-CU-OE-
17 GDS (“Action”), alleging ten (10) causes of action for failure to pay minimum wages, failure to
18 pay overtime wages, failure to provide meal periods and associated premiums, failure to provide
19 rest periods and associated premiums, failure to pay timely wages during employment, failure
20 to timely pay final wages, failure to keep compliant payroll records, failure to keep compliant
21 wage statements, failure to reimburse business expenses, and violations of California Business
22 and Professions Code §§ 17200, et seq., on behalf of herself and putative class members. On
23 March 29, 2019, a First Amended Class Action Complaint for Damages was filed in the Action,
24 adding Dawn Stephenson as a named plaintiff. On July 18, 2019, Plaintiffs filed the Second
25 Amended Class Action Complaint for Damages, removing the allegation of unreimbursed
26 business expenses pursuant to Labor Code sections 2800 and 2802. On September 1, 2021,
27 Plaintiffs each provided written notice to the Labor and Workforce Development Agency and
28 Defendant (together, “LWDA Letters”), of the specific provisions of the California Labor Code

1 that were allegedly violated and of their intent to pursue civil penalties against Defendant. On
2 February 4, 2022, Plaintiffs filed a Third Amended Complaint for Damages and Enforcement
3 Under the Private Attorneys General Act, Cal. Lab. Code § 2698 et seq., adding a PAGA cause
4 of action (“Operative Complaint”).

5 1.2 The Parties participated in arm’s-length and informed negotiations with Mediator
6 David L. Perrault, Esq. (“Mediator”) on February 19, 2020, which did not yield in an immediate
7 settlement. The Parties’ settlement negotiations continued with the assistance of the mediator,
8 and ultimately, a Mediator’s proposal for was issued and the Parties accepted the proposal on or
9 about April 2021.

10 1.3 The Parties and their counsel are sufficiently familiar with the facts of this case
11 and the applicable laws to make an informed judgment as to the fairness of the Settlement, the
12 respective strengths and weaknesses of the claims, the certifiability of the class Plaintiffs sought
13 to certify, and the risks of proceeding in litigation. The Parties are represented by competent
14 counsel and have had the opportunity to consult with counsel prior to the signing this
15 Agreement.

16 **B. Parties’ Statements and Recognition of the Benefits of the Settlement**

17 1.4 Class Counsel has conducted extensive investigation into the facts of the Action,
18 including formal written discovery, informal exchange of information, and other investigation
19 undertaken by Class Counsel. The Parties also engaged in extensive negotiations and the
20 exchange of data, documents, and information. Based on a thorough investigation and evaluation
21 of this matter, Class Counsel and Plaintiffs have concluded that the proposed settlement with
22 Defendant for the consideration and on the terms set forth in this Agreement, is fair, reasonable,
23 and adequate and is in the best interest of the Class in light of all known facts and circumstances,
24 including the risk of significant delay, defenses and contentions against liability asserted by
25 Defendant, and numerous potential appellate issues.

26 1.5 Defendant denies each and all of the claims alleged by Plaintiffs in the Action.
27 Defendant expressly denies any and all charges of wrongdoing or liability arising out of any of
28 the acts, omissions, facts, matters, transactions, or occurrences alleged, or that could have been

1 alleged, in the Action. Nevertheless, Defendant has taken into account the uncertainty and risks
2 inherent in any litigation and has likewise concluded that further litigation would be protracted
3 and expensive. Defendant, therefore, has determined that it is desirable and beneficial that the
4 Action be settled in the manner and upon the terms and conditions set forth in this Agreement.
5 Neither this Agreement, nor any document referred to or contemplated herein, nor any action
6 taken to carry out this Agreement, is, may be construed as, or may be used as an admission,
7 concession, or indication by or against Defendant of any fault, wrongdoing or liability
8 whatsoever.

9 1.6 For the purposes of this Agreement only, the Parties agree to certification of the
10 Class, to include all Class Members.

11 **II. DEFINITIONS**

12 As used in this Agreement, the following terms shall have the meanings specified below:

13 2.1 “Agreement,” “Settlement,” or “Settlement Agreement” means this Stipulation
14 of Class Action and PAGA Settlement and Release and all actions taken pursuant to and in
15 furtherance of this Agreement.

16 2.2 “Administrator” means Simpluris, Inc. (“Simpluris”) or such other administrator
17 as may be approved by the Court, which shall be responsible for administering the Settlement
18 pursuant to the terms of the Agreement, the Preliminary Approval Order, and the Final Approval
19 Order and Judgment. The Administration Costs shall be paid out of the Gross Settlement
20 Amount, as approved by the Court.

21 2.3 “Administration Costs” means the amount approved by the Court to be paid to the
22 Administrator to perform the administration duties as described herein and in Section 3.5 below.
23 It is estimated that the Administration Costs will not exceed Ten Thousand Dollars (\$10,000.00).

24 2.4 “Attorneys’ Fees and Costs” means the amount of attorneys’ fees, expenses, and
25 costs to prosecute the Action to be paid to Class Counsel out of the Gross Settlement Amount,
26 as approved by the Court.

27 2.5 “Action” means above-captioned action: *Nakita Clark v. Wittman Enterprises,*
28 *LLC*, and Does 1 through 100, Case No. 34-2019-00251989-CU-OE-GDS, including the claims

1 alleged in the Class Action Complaint for Damages, First Amended Complaint for Damages,
2 Second Amended Complaint for Damages, and Third Amended Complaint for Damages and
3 Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698 et seq.

4 2.6 “Class Counsel” means the attorneys representing Plaintiffs in the Action: Edwin
5 Aiwazian, Arby Aiwazian, Joanna Ghosh, and Yasmin Hosseini of Lawyers *for* Justice, PC.

6 2.7 “Class List and Data” means the information Defendant shall provide
7 following Preliminary Approval for purpose of providing notice of the Settlement to the Class.

8 2.8 “Class” or “Class Members” means all current and former hourly-paid or non-
9 exempt employees who worked for Defendant within the State of California at any time during
10 the period from March 6, 2015, to the date of Preliminary Approval.

11 2.9 “Class Period” means the time period from March 6, 2015, to the date of
12 Preliminary Approval.

13 2.10 “Class Notice” means the Notice of Class Action Settlement, substantially in the
14 form attached as “**Exhibit A.**”

15 2.11 “Complaints” means the Class Action Complaint for Damages, First Amended
16 Complaint for Damages, Second Amended Complaint for Damages, and Third Amended
17 Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab.
18 Code § 2698 et seq. filed in the Action.

19 2.12 “Defendant” means Wittman Enterprises, LLC.

20 2.13 “Defense Counsel” means the attorneys representing Defendant in the Action:
21 Timothy B. Del Castillo and Lisa L. Bradner of Castle Law: California Employment Counsel,
22 PC.

23 2.14 “Effective Date” means the date when all of the following events have occurred:
24 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defense
25 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice
26 has been mailed to the Class Members, providing them with an opportunity to object to the terms
27 of the Settlement or opt out of the Settlement; (4) the Court has held a Final Approval Hearing
28 and entered a Final Approval Order and Judgment; (5) sixty-five (65) calendar days have passed

1 since the Court has entered a Final Approval Order and Judgment; and (6) in the event there are
2 objections to the Settlement presented prior to or at the Final Approval Hearing which are not
3 later withdrawn or denied, the later of the following events: five (5) business days after the
4 period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final
5 Approval Order and Judgment has elapsed without any appeal, writ, or other appellate
6 proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the
7 Court's Final Approval Order and Judgment has been filed, five (5) business days after any
8 appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively
9 been dismissed with no right to pursue further remedies or relief.

10 2.15 "Enhancement Payment(s)" means a payment, as approved by the Court, to
11 Plaintiffs Nakita Clark and Dawn Stephenson in the amount of \$7,500.00 to each of them, in
12 consideration of their efforts and work performed to prosecute the Action. Defendant will not
13 oppose the Enhancement Payment(s) requested in the amounts stated herein. Plaintiffs will be
14 issued an Internal Revenue Service Form 1099 by the Administrator for any Enhancement
15 Payment. The Plaintiffs agree they are solely responsible for the tax consequences of the
16 Enhancement Payments, if any. In the event that the Court (or any appellate court) awards less
17 than the amount requested for the Enhancement Payments, only the awarded amount shall be
18 paid and shall constitute satisfaction of those obligations and full payment thereunder, and any
19 unawarded portion of the requested Enhancement Payments shall be made a part of the Net
20 Settlement Amount for distribution to Participating Class Members. Enhancement Payments to
21 Plaintiffs are in addition to the Individual Settlement Payments they will receive as Participating
22 Class Members under the terms of this Settlement.

23 2.16 "Final Approval" means the determination by the Court that the Settlement is fair,
24 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

25 2.17 "Final Approval Hearing" means the hearing at which the Court will consider and
26 determine whether the Settlement should be granted Final Approval.

27 2.18 "Gross Settlement Amount" or "GSA" means the non-reversionary sum of Four
28 Hundred Eighty Thousand Dollars (\$480,000.00) which is the total and maximum amount

Defendant will be required to pay under this Agreement, subject to possible increase in the amount to be paid as provided in Section 4.12 of the Agreement. The GSA will include the Court-approved payments to: (i) all Participating Class Members, as described herein; (ii) the LWDA Payment; (iii) Enhancement Payments to the Plaintiffs, as described herein; (iv) Attorneys' Fees and Costs to Class Counsel, as described herein; (v) Administration Costs to the Administrator, as described herein, and (vi) Net Settlement Amount (which is inclusive of employee's and employer's share of any and all withholdings and taxes (including but not limited to, FICA, FUTA and SDI contributions) with respect to the wages portion of Individual Settlement Shares) to Participating Class Members.

2.19 "Individual Settlement Payment" means the net payment of each Participating Class Member's Individual Settlement Share, after reduction for employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Share, as provided in Section 4.13 below.

2.20 "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement, to be calculated in accordance with Section 3.7 below.

2.21 "LWDA Payment" means the payment to the Labor and Workforce Development Agency ("LWDA") for its seventy-five percent (75%) portion of the PAGA Payment.

2.22 "Net Settlement Amount" or "NSA" means the Gross Settlement Amount less the Court-approved LWDA Payment, Enhancement Payments to the Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and Administration Costs to the Administrator. To the extent the Court does not approve the full amount of the LWDA Payment, Enhancement Payments, Attorneys' Fees and Costs, or Administration Costs, the amount that were not awarded by the Court will be included in the Net Settlement Amount (i.e., the Net Settlement Amount will increase accordingly).

2.23 "Objection(s)" means a Class Member's written objection to the Settlement. An Objection must: (a) state the case name and number of the Action; (b) state the objecting Class Member's full name, address, telephone number, and the last four digits of his or her Social

1 Security number, (c) state all grounds for the objection accompanied by any legal or factual
2 support for such objection, (d) state the full name, address, and telephone number of any legal
3 representative representing the Class Member with respect to the objection; (e) contain copies
4 of any papers, briefs, or other documents upon which the objection is based; (f) be signed by the
5 Class Member; and (g) be returned by mail to the Administrator at the specified address,
6 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
7 envelope on the submission will be the exclusive means to determine whether an Objection has
8 been timely submitted. Only a Class Member who does not request exclusion from the
9 Settlement may object to the Settlement.

10 2.24 “PAGA Payment” means the amount of Fifty Thousand Dollars (\$50,000.00)
11 from the Gross Settlement Amount that will be allocated towards penalties under the Private
12 Attorneys General Act (“PAGA”), California Labor Code Section 2698, *et seq.*, of which
13 seventy-five percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500.00), will
14 be paid to the Labor and Workforce Development Agency (i.e., the LWDA Payment) and
15 twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500.00), will be
16 part of the Net Settlement Amount.

17 2.25 “Participating Class Member” means Class Members who do not submit a
18 complete and timely Request for Exclusion.

19 2.26 “Plaintiffs” means Nakita Clark and Dawn Stephenson.

20 2.27 “Preliminary Approval” and “Preliminary Approval Order” means entry of the
21 Court order granting preliminary approval of the Settlement.

22 2.28 “Qualifying Workweek(s)” means the actual weeks worked during the Class
23 Period by a Class Member, which will be initially calculated by Defendant by dividing the total
24 number of hours worked by class members by 40.

25 2.29 “Released Claims” means any and all claims asserted or that could have been
26 asserted based on facts alleged in the Operative Complaint, and the LWDA Letters, arising
27 during the time period March 6, 2015 to the date of Final Approval, including Defendant’s
28 alleged violation of the California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,

1 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, Industrial Welfare
2 Commission Wage Orders, and California Business and Professions Code section 17200, *et seq.*
3 for failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods
4 and associated premium pay, failure to provide rest periods and associated premium pay, failure
5 to timely pay wages during employment, failure to timely pay wages upon termination of
6 employment, failure to provide compliant wage statements, and failure to maintain complete
7 and accurate payroll records, and failure to reimburse business expenses.

8 2.30 “Released Parties” means Defendant and its present and former parent companies,
9 partners, subsidiaries, divisions, shareholders, officers, directors, employees, agents, attorneys,
10 insurers, affiliated companies, successors, and assigns.

11 2.31 “Request(s) for Exclusion” means a letter submitted by a Class Member indicating
12 a request to be excluded from the Settlement. The Request for Exclusion must: (a) state the
13 case name and number of the Action, (b) be signed by the Class Member, (c) state the full name,
14 address, telephone number, and the last four digits of the Social Security Number of the Class
15 Member requesting exclusion, (d) state that the Class Member does not wish to be included in
16 the Settlement, and (e) be returned by mail to the Administrator at the specified address,
17 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
18 envelope on the submission will be the exclusive means to determine whether a Request for
19 Exclusion has been timely submitted. A Class Member who does not request exclusion from
20 the Settlement will be deemed a Participating Class Member and will be bound by all terms of
21 the Settlement, if the Settlement is granted Final Approval by the Court.

22 2.32 “Response Deadline” means sixty (60) calendar days from the date of the initial
23 mailing of the Class Notice, or such other date as set by the Court in the Preliminary Approval
24 Order.

25 2.33 “Withholdings and Taxes” means all employee’s and employer’s share of taxes,
26 withholdings, and contributions required by federal, state, and local law in connection with the
27 wages portion of Individual Settlement Shares, as computed by the Administrator in accordance
28 with Section 4.13.

1 **III. SETTLEMENT TERMS**

2 **3.1 Payment of GSA by Defendant.** Within fifteen (15) calendar days after the
3 Effective Date, the Administrator will provide the Parties with an accounting of the amounts to
4 be paid by Defendant pursuant to the terms of the Settlement. Within thirty (30) calendar days
5 of the Effective Date, Defendant will make a one-time deposit of the full Gross Settlement
6 Amount (i.e., GSA) of Four Hundred Eighty Thousand Dollars (\$480,000.00), to the
7 Administrator. The Administrator shall be authorized to establish a Qualified Settlement Funds
8 (“QSF”) pursuant to IRS rules and regulations in which the Gross Settlement Amount will be
9 placed and from which payments required by the Settlement Agreement will be made. Within
10 seven (7) calendar days of the funding of the GSA, the Administrator will issue payments due
11 under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments
12 to Participating Class Members, (b) LWDA Payment to the Labor and Workforce Development
13 Agency; (c) Enhancement Payments to Plaintiffs; (d) Attorneys’ Fees and Costs to Class
14 Counsel; and (e) the Administration Costs to the Administrator.

15 **3.2 Attorneys’ Fees and Costs.** Class Counsel will request and Defendant will not
16 oppose attorneys’ fees of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$160,000
17 if the Gross Settlement Amount \$480,000) and reimbursement of actual costs and expenses
18 associated with Class Counsel’s litigation and settlement of the Action, in the amount of up to
19 Twenty Two Thousand Dollars (\$22,000.00), both of which will be paid from the Gross
20 Settlement Amount, subject to Court approval (“Attorneys’ Fees and Costs”). These amounts
21 will cover any and all work performed and any and all costs incurred by Class Counsel in
22 connection with the Litigation of the Action, including without limitation all work performed
23 and any and all costs incurred to date, and all work to be performed and all costs to be incurred
24 in connection with obtaining the Court’s approval of this Settlement, as well as any objections
25 raised and any appeals necessitated by those objections. Class Counsel shall be solely and
26 legally responsible for correctly characterizing this compensation for tax purposes and for
27 paying any taxes on the amounts received. With respect to Attorneys’ Fees and Costs to Class
28 Counsel, the Administrator may purchase annuities to utilize United States Treasuries and

bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an annuity by the Administrator shall be paid separately by Class Counsel and shall not be included within the Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount to be distributed to Participating Class Members.

3.3 If Class Counsel appeals the Court's ruling on their request for Attorneys' Fees and Costs, any ruling of any appellate court in such an appeal (regardless of its substance) shall not constitute a material alteration of this Agreement, and shall not give Plaintiffs, Class Counsel, or the Participating Class Members the right to modify, revoke, cancel, terminate, or void this Agreement.

3.4 **Enhancement Payment to Plaintiffs.** In recognition of their efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for Enhancement Payments in an amount not to exceed \$7,500 each to Plaintiffs for their service in bringing and prosecuting the Action. The Enhancement Payments, which will be paid from the GSA, subject to Court approval, will be in addition to Plaintiffs' Individual Settlement Payments that are to be paid pursuant to the Settlement. The Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Should the Court approve the Enhancement Payments to Plaintiffs in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Payments will be part of the Net Settlement Amount, to be distributed to Participating Class Members.

3.5 **Administration Costs.** The Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Ten Thousand Dollars (\$10,000). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS

1 Forms and undertaking all required tax reporting, filings, withholdings, and remittances,
2 providing necessary reports and declarations, and other duties and responsibilities set forth
3 herein to process the Settlement, and as requested by the Parties. To the extent actual
4 Administration Costs are greater than the estimated amount stated herein, such excess amount
5 will be disclosed to the Court and deducted from the Gross Settlement Amount, subject to
6 approval by the Court. Any portion of the estimated, designated, and/or awarded Administration
7 Costs which are not in fact required to fulfill payment to the Administrator to undertake the
8 required settlement administration duties will become part of the Net Settlement Amount to be
9 distributed to Participating Class Members.

10 **3.6 PAGA Payment.** Subject to approval by the Court, the Parties agree that the
11 amount of Fifty Thousand Dollars (\$50,000) from the Gross Settlement Amount will be
12 allocated toward penalties under the the Private Attorneys General, California Labor Code
13 Section 2698, *et seq.* (“PAGA Payment”), of which seventy-five percent (75%), or \$37,500,
14 will be paid to the Labor and Workforce Development Agency (i.e., the LWDA Payment) and
15 twenty-five percent (25%), or \$12,500, will be distributed to Participating Class Members as
16 part of the Net Settlement Amount.

17 **3.7 Individual Settlement Share Calculations.** Individual Settlement Shares will be
18 calculated and apportioned from the Net Settlement Amount based on the Class Members’
19 Qualifying Workweeks, as follows:

20 **3.7.1** After Preliminary Approval of the Settlement, the Administrator will
21 divide the Net Settlement Amount by the Qualifying Workweeks of all Class Members to yield
22 the “Estimated Workweek Value,” and multiply each Class Member’s individual Qualifying
23 Workweeks by the Estimated Workweek Value to yield his or her estimated Individual
24 Settlement Share that he or she may be eligible to receive under the Settlement

25 **3.7.2** After Final Approval of the Settlement, the Administrator will divide the
26 final Net Settlement Amount by the Qualifying Workweeks of all Participating Class Members
27 to yield the “Final Workweek Value,” and multiply each Participating Class Member’s
28 individual Qualifying Workweeks by the Final Workweek Value to yield his or her Individual

Settlement Share.

IV. CLASS SETTLEMENT PROCEDURES

4.1. **Preliminary Approval.** As soon as practicable after execution of this 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 the Settlement Agreement to the Court in support of said motion and also submit this Settlement Agreement to the LWDA. Class Counsel will provide Defense Counsel a draft of the motion before filing the motion. 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, that:

4.1.1 Conditionally certifies the Class for settlement purposes only;

4.1.2 Grants Preliminary Approval of the Settlement;

4.1.3 Preliminarily appoints Plaintiffs as representatives of the Class;

4.1.4 Preliminarily appoints Class Counsel as counsel for the Class;

4.1.5 Approves, 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;

4.1.6 Appoints Simpluris, Inc. as the Administrator;

4.1.7 Approves the manner and method for Class Members to request exclusion from the Settlement, dispute the number of Qualifying Workweeks credited to them, and/or object to the Settlement as contained herein and within the Class Notice;

4.1.8 Schedules 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 Participating Class Members.

4.2 **Class Notice.** Subject to court approval, the Parties agree that the Administrator shall provide notice to the Class pursuant to the following procedures:

4.2.1 **Class List and Data.** Within twenty-one (21) calendar days following entry of the Preliminary Approval Order, Defendant will produce the Class List and Data to the Administrator formatted in a readable Microsoft Office Excel spreadsheet and will include each

1 Class Member's full name, last known mailing address, Social Security Number, start and end
2 dates worked for Defendant as an hourly-paid or non-exempt employee who worked for
3 Defendant within the State of California at any time during the Class Period, and such
4 information as is necessary for the Administrator to calculate Qualifying Workweeks.

5 **4.3 Mailing of Class Notice to Class Members.** Within fourteen (14) calendar days
6 following receipt of the Class List and Data from Defendant, the Administrator will perform a
7 search based on the National Change of Address Database or any other similar services
8 available, such as provided by Experian, for information to update and correct for any known or
9 identifiable address changes, and will mail a Class Notice in English (in the form attached as
10 **Exhibit A** to this Settlement Agreement) to all Class Members, via First-Class U.S. Mail, using
11 the most current, known mailing address identified by the Administrator.

12 **4.3.1** Any Class Notice returned to the Administrator within thirty (30) calendar
13 days of initial mailing with a forwarding address shall be re-mailed by the Administrator within
14 five (5) calendar days. The Administrator shall conduct a skip-trace address search for any Class
15 Member's Class Notice that is returned without a forwarding address and shall, upon obtaining
16 a new or different address, re-mail the Class Member's Class Notice within five (5) calendar
17 days. It shall be presumed that each and every Class Member whose Class Notice is not returned
18 to the Administrator as undeliverable within thirty (30) calendar days after mailing has actually
19 received the Class Notice.

20 **4.8 Requests for Exclusion.** Any Class Member wishing to be excluded from the
21 Settlement must submit a Request for Exclusion to the Administrator, by mail, postmarked on
22 or before the Response Deadline.

23 **4.8.1** The Request for Exclusion must be signed by the Participating Class
24 Member and contain all information required by this Settlement Agreement. The date of the
25 postmark on the return mailing envelope will be the exclusive means to determine whether a
26 Request for Exclusion has been timely submitted. The Administrator will certify jointly to
27 Class Counsel and Defense Counsel the Requests for Exclusion that were timely submitted, and
28 also identify the individuals who have submitted a timely and valid Request for Exclusion in a

1 declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any
2 Class Member who submits a Request for Exclusion is prohibited from making any objection
3 to the Settlement Agreement. Any Class Member who submits a timely and valid Request for
4 Exclusion will not be a Participating Class Member and will not have any right to object, appeal,
5 or comment on the Settlement.

6 **4.8.2 Timeliness.** For purposes of determining timeliness, a Request for
7 Exclusion shall be deemed to have been submitted on the date postmarked by the U.S. Postal
8 Service or other delivery service and must be postmarked on or before the Response Deadline.
9 Not later than ten (10) calendar days after the Response Deadline, the Administrator will inform
10 Class Counsel and Defense Counsel of the total number of Class Members who submitted
11 timely and valid Requests for Exclusion. Class Members who do not submit a timely and valid
12 Request for Exclusion by the Response Deadline shall be bound by the terms of this Agreement,
13 any Court order approving the terms of the Settlement, and the Final Approval Order and
14 Judgment entered thereon.

15 **4.9 Defendant's Right to Rescind.** If at least ten percent (10%) of the prospective
16 Class Members submit timely and valid Requests for Exclusion, then Defendant shall have the
17 option, in its sole discretion, to nullify and rescind this Agreement, in which case all of
18 Defendant's obligations under this Agreement shall cease to be of any force or effect, and this
19 Agreement shall be null and void. If Defendant exercises this option, it shall provide Class
20 Counsel with written notice of its election within seven (7) calendar days of the Administrator
21 informing Class Counsel and Defense Counsel of the total number of Class Members who
22 submitted timely and valid Requests for Exclusion, with a copy to the Administrator, at which
23 point the Parties shall return to their respective positions that existed before the execution of this
24 Agreement, and no term of this Agreement or any draft thereof, or the negotiation,
25 documentation, or other part or aspect of the Parties' settlement discussions, shall have any
26 effect or be admissible as evidence for any purpose in the Action, or in any other proceeding. In
27 the event that the Settlement is rendered null and void, the certification of the Class shall be
28 automatically vacated and shall not constitute evidence of or a binding determination that the

1 requirements for certification of a class action have been met. In such circumstances, Defendant
2 expressly reserves all rights to challenge class certification for any purpose other than settlement
3 purposes in the Action, or in any other action, on all available grounds as if no class had been
4 certified for settlement purposes, and no reference to the prior certification of this class, or any
5 documents related thereto, shall be made for any purpose.

6 **4.10 Objections.** Only Class Members who have not submitted a Request for
7 Exclusion may object to the Settlement.

8 **4.10.1** To object to the Settlement, Class Members who have not opted out of the
9 Settlement (i.e., Participating Class Members) may present their objection orally at the Final
10 Approval Hearing or submit a timely and complete Objection to the Administrator, by mail, on
11 or before the Response Deadline. The Objection must be signed by the Participating Class
12 Member and contain all information required by this Settlement Agreement. The postmark
13 date will be deemed the exclusive means for determining that the Objection is timely. At no
14 time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating
15 Class Members to object to the Settlement or appeal from the Final Approval Order and
16 Judgment. Participating Class Members who do submit a written Objection will still be able to
17 present their objection orally at the Final Approval Hearing.

18 **4.11 Disputes.** Class Members will have an opportunity to dispute the number of
19 Qualifying Workweeks to which they have been credited, as reflected in their respective Class
20 Notice. In order to dispute Qualifying Workweeks, Class Members may submit a written letter
21 to the Administrator that: (a) states the case name and number of the Action, (b) is signed by
22 the Class Member, (c) states the full name, address, telephone number, and the last four digits
23 of the Social Security Number of the disputing Class Member, (d) states that the Class Member
24 disputes the number of Qualifying Workweeks credited to him or her and what he or she
25 contends is the correct number that should be credited to him or her, (e) includes information
26 and/or attaches documentation demonstrating that the number of Qualifying that he or she
27 contends should be credited to him or her is correct, and (f) is returned by mail to the
28 Administrator at the specified address, postmarked on or before the Response Deadline. The

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

11 4.12 If it is determined that the workweeks count for the period March 6, 2015 to April
12 19, 2021 actually exceeds 27,917 by more than ten percent (10%) (i.e., that the number of
13 workweeks during that period exceed 30,709), Defendant has the option to either: (1) agree to
14 increase the Gross Settlement Amount on a proportional basis (i.e., if there was 11% increase in
15 the number workweeks during the Class Period, Defendants would agree to increase the Gross
16 Settlement Amount by 1%); or (2) in the alternative, in the event that this escalator provision is
17 triggered, then Defendants have the option to elect to end the Class Period so as to have an
18 earlier end date at the Defendants' discretion in order to limit the covered workweeks to 27,917
19 in lieu of paying an increase to the Maximum Settlement Amount.

20 4.13 **Allocation and Taxes.** The payment by Defendant pursuant to this Agreement is
21 for alleged failure to pay compensation due, interest on the compensation, penalties regarding
22 the compensation sum, and all other claims as set forth in the Complaints. The Parties agree, for
23 purposes of this Settlement, that Individual Settlement Payments be allocated 25% to wages
24 subject to withholdings for which IRS W-2 Forms shall be issued by the Administrator, and
25 75% to interest, penalties, and non-wage damages for which IRS 1099 Forms shall be issued by
26 the Administrator. In accordance with both state and federal tax laws, the Administrator shall
27 withhold such sums from each Participating Class Member's Individual Settlement Share as is
28 required in order to comply with the same. The Individual Settlement Shares will be subject to

1 reduction for the Withholdings and Taxes, i.e., employee's and employer's share of taxes,
2 withholdings, and contributions for the wages portion of the Individual Settlement Shares. Each
3 Participating Class Member receiving payment under this Settlement shall be responsible for
4 paying his or her share of applicable federal, state, and local income taxes on all amounts such
5 person receives pursuant to this Agreement.

6 **4.14 Administrator Responsibilities Regarding Taxes.** It shall be the responsibility
7 of the Administrator or its designee to timely and properly withhold all applicable Withholdings
8 and Taxes, and to prepare and deliver the necessary tax documentation for signature by all
9 necessary parties and, thereafter, to pay the Withholdings and Taxes to the appropriate
10 authorities, and to file all necessary information and other tax returns. Payments to Participating
11 Class Members, Plaintiffs, and Class Counsel pursuant to this Agreement shall be reported on
12 IRS Forms W-2 or 1099 as applicable, with copies provided to the respective Participating Class
13 Members, Plaintiffs, Class Counsel, and all applicable governmental entities as required by law,
14 and also to Defendant. All Withholdings and Taxes deposited with the applicable governmental
15 entities in accordance with this Agreement shall be part of, and paid out of, the Individual
16 Settlement Shares to each Participating Class Member. The Administrator shall also provide
17 Defendant with appropriate documentation establishing that the Defendant's/employer's share
18 of any and all payroll taxes (including but not limited to, FICA, FUTA and SDI contributions)
19 has been paid from the GSA, subject to the Court's approval.

20 **4.15 Tax Expenses Resulting from Administration.** All reasonable and direct
21 expenses and costs incurred by or at the direction of the Administrator in connection with the
22 administration of the Settlement (including, without limitation, expenses of tax attorneys and/or
23 accountants incurred in providing advice to the Administrator, and mailing and distribution costs
24 and expenses relating to the filing (or failure to file) the informational and other tax returns
25 described above) shall be considered a cost of administration of the Settlement and shall be part
26 of the Administration Costs, to be paid out of the Gross Settlement Amount.

27 **4.16 No Effect on Benefits for Participating Class Members.** Plaintiffs agree,
28 on behalf of themselves and all Participating Class Members, that this Agreement and any

1 payments under this Agreement shall not have any effect on the eligibility or calculation of
2 employee benefits with respect to the Participating Class Members. This Agreement does not
3 represent any modification of any previously credited hours of service, income, or other
4 eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or
5 other program or policy sponsored by any of the Released Parties. Plaintiffs also agree, on
6 behalf of all Participating Class Members, that no payment provided under this Agreement shall
7 be considered “compensation” or “annual earnings for benefits” in any year for purposes of
8 determining eligibility for, or benefit accrual within, any employee pension benefit plan,
9 employee welfare benefit plan, or other program or policy sponsored by any of the Released
10 Parties.

11 **4.18 No Claims.** No person shall have any claim against any of the Released Parties,
12 Defense Counsel, Plaintiffs, the Class Members, or Class Counsel, based on mailings,
13 distributions, and payments made in accordance with or pursuant to this Agreement.

14 **4.19 Final Approval.** After the Response Deadline, and with the Court’s permission,
15 a Final Approval Hearing will be conducted to determine whether Final Approval of the
16 Settlement should be granted, along with the amounts properly payable for (a) Individual
17 Settlement Payments; (b) LWDA Payment; (c) Attorneys’ Fees and Costs; (d) Enhancement
18 Payments; and (e) Administration Costs. The Final Approval Hearing will not be held earlier
19 than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be
20 responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will
21 provide Defense Counsel a draft of the motion before filing the motion. By way of said motion,
22 Plaintiffs will apply for the entry of the mutually-agreed upon proposed order and judgment
23 (“Final Approval Order and Judgment”), which will provide for, in substantial part, the
24 following:

25 4.19.1 Approval of the Settlement as fair, reasonable, and adequate, and
26 directing consummation of its terms and provisions;

27 4.19.2 Certification of the Class for settlement purposes;

28 4.19.3 An award of Attorneys’ Fees and Costs to Class Counsel;

1 4.19.4 An award of Enhancement Payments to Plaintiffs;
2 4.19.5 An award of Administration Costs to the Administrator;
3 4.19.6 Direct Defendant to fund all amounts due under the Settlement
4 Agreement and ordered by the Court; and
5 4.19.7 Enter judgment in this Action, while maintaining continuing jurisdiction,
6 in conformity with California Rules of Court 3.769 and the Settlement Agreement.

7 4.20 **Negotiation of Individual Settlement Payment Checks.** The Administrator will
8 be responsible for undertaking appropriate deductions, required tax reporting, and issuing the
9 Individual Settlement Payments by way of check to the Participating Class Members in
10 accordance with this Settlement Agreement. Each Individual Settlement Payment check shall
11 remain valid and negotiable for one hundred and eighty (180) calendar days from the date of
12 their mailing, and thereafter, shall be cancelled. After the 180-day check-cashing deadline, the
13 Parties shall file a stipulation to the Final Approval Order and Judgment that sets forth the total
14 amount paid to Participating Class Members and the amount of unpaid residue, plus any interest
15 on such funds. All funds associated with such cancelled checks will be distributed by the
16 Administrator, in accordance with California Code of Civil Procedure section 384, to Legal
17 Aid at Work, after the Court enters an order approving the Parties’ stipulation to amend the
18 Final Approval Order and Judgment. The Parties and their counsel each represent that they
19 do not have a financial interest in or otherwise have a relationship with Legal Aid at Work
20 that creates or could create a conflict of interest. The Administrator shall undertake amended
21 and/or supplemental tax filings and reporting, required under applicable local, state, and federal
22 tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment
23 checks. Participating Class Members whose Individual Settlement Payment checks are
24 cancelled shall, nevertheless, be bound by this Settlement Agreement.

25 4.21 **Questions and Disputes.** In the event that questions or disputes arise regarding
26 the entitlement of any Class Member under this Agreement, counsel for each of the Parties shall
27 cooperate to provide to counsel for the other Party and the Administrator all available
28 information reasonably necessary to resolve them. Such information shall be provided in either

1 electronic form or hard copy, as the Administrator may reasonably request. If the Parties cannot
2 resolve any dispute concerning the entitlement of any Class Member under this Agreement, the
3 dispute(s) shall be submitted to the Administrator for resolution.

4 **4.22 Notification and Certification by the Administrator.** The Administrator shall
5 keep Defense Counsel and Class Counsel apprised of the status of the Settlement administration
6 process and its distribution of Individual Settlement Payments. Upon completion of
7 administration of the Settlement, the Administrator shall provide a detailed, written declaration
8 under oath to certify such completion to the Court and counsel for all Parties.

9 **4.23 Nullification of Agreement if Settlement Not Approved.** In the event: (a) the
10 Court does not preliminarily approve the Settlement as provided herein; (b) the Court does not
11 finally approve the Settlement as provided herein; (c) the Court does not enter the Final
12 Approval Order and Judgment as provided herein; or (d) the Settlement does not become final
13 for any other reason, including the exercise of Defendant's right to rescind the Settlement under
14 Section 4.9, above, this Agreement shall be null and void *ab initio* (with the exception of this
15 Section and terms regarding payment to Administrator) and any order or judgment entered by
16 the Court in furtherance of this Settlement shall be treated as withdrawn or vacated by stipulation
17 of the Parties. In the event an appeal is taken from the Final Approval Order and Judgment, or
18 any other appellate review is sought before the Effective Date, administration of the Settlement
19 shall be stayed pending final resolution of the appeal or other appellate review.

20 **V. ENTRY OF JUDGMENT AND RELEASES**

21 **5.1 Obtaining Approval.** As soon as practicable after execution of this Agreement,
22 Class Counsel shall, with the cooperation of Defense Counsel as reasonably requested by Class
23 Counsel, take all necessary steps to secure Preliminary Approval and Final Approval of the
24 Settlement by the Court, including responding to any objectors, intervenors, or other persons or
25 entities seeking to prevent approval of this Agreement.

26 **5.2 Plaintiffs' Waiver of Right to Opt Out.** By signing this Agreement, Plaintiffs
27 agree to be bound by the terms herein and further agrees not to request exclusion from this
28 Agreement. Any such request for exclusion shall, therefore, be void and of no force or effect.

1 **5.3 Release of Claims by Participating Class Members.** Upon the Effective Date
2 and full funding of the Gross Settlement Amount, Plaintiffs and all Participating Class Members
3 (i.e., Class Members who do not submit a timely and valid Request for Exclusion) will be
4 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
5 discharged the Released Parties of all Released Claims he or she may have or had.

6 **5.4 General Release of Claims by Plaintiffs.** Upon the Effective Date and full
7 funding of the Gross Settlement Amount, and in consideration of the promises and obligations
8 set forth herein, Plaintiffs Nakita Clark and Dawn Stephenson, will be deemed to have fully,
9 finally, and forever released, settled, compromised, relinquished, and discharged the Released
10 Parties of and from all claims arising from their employment with Defendant, separation of
11 employment from Defendant, and any acts that have or could have been asserted in any legal
12 action or proceeding against Defendant, whether known or unknown, arising under any federal,
13 state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code,
14 Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of
15 1964, Employee Retirement Income Security Act, National Labor Relations Act, California
16 Corporations Code, California Business and Professions Code, California Fair Employment and
17 Housing Act, California Constitution (all as amended), and law of contract or tort, as well as for
18 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other
19 employment compensation, emotional distress, medical expenses, other economic and non-
20 economic damages, attorney fees, and costs, arising on or before the date on which the
21 Settlement is executed.

22 **5.5 Waiver of California Civil Code Section 1542.** With respect to those claims
23 released by Plaintiffs in an individual capacity pursuant to this Agreement, as of the Effective
24 Date and full funding of the Gross Settlement Amount, Plaintiffs acknowledge and waive any
25 and all rights and benefits available under California Civil Code section 1542, which provides:

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

OR RELEASED PARTY.

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

VI. ADDITIONAL PROVISIONS

6.1 No Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, not any of its terms or provisions, not any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or non-compliance with state, federal, local, or other applicable law.

6.2 Parties Represented by Counsel. The Parties hereby 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

1 and advice of counsel, and reviewed in full.

2 **6.3 Mutual Preparation.** The Parties have had a full opportunity to negotiate the
3 terms and conditions of this Settlement Agreement. Accordingly this Settlement Agreement
4 shall not be construed more strictly against one party than another merely by virtue of the fact
5 that it may have been prepared by counsel for one of the Parties, it being recognized that, because
6 of the arm's-length negotiations between the Parties, all Parties have contributed equally to the
7 preparation of this Settlement Agreement.

8 **6.4 Voluntary Agreement.** This Agreement is executed voluntarily and without
9 duress or undue influence on the part of or on behalf of either Party, or of any other person, firm,
10 or entity. Each Party has made such investigation of the facts pertaining to this Agreement and
11 of all other matters pertaining hereto as he, she, or it deems necessary.

12 **6.5 Notices.** Aside from the Class Notice, all others notices, requests, demands, and
13 other communications to be provided to counsel for the Parties concerning this Agreement shall
14 be in writing and delivered by overnight mail at the addresses set forth below, or such other
15 addresses as either Party may designate in writing from time to time:

16 **To Plaintiffs and Class Counsel:**

17 Edwin Aiwazian, Esq.
18 **LAWYERS for JUSTICE, PC**
19 410 West Arden Avenue, Suite 203
20 Glendale, California 91203

21 **To Defendant and Defense Counsel:**

22 Timothy B. Del Castillo, Esq.
23 Lisa L. Bradner, Esq.
24 **CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC**
25 2999 Douglas Boulevard, Suite 180
26 Roseville, California 95661

27 **6.6** The Parties and their Counsel agree that they shall not issue media releases or
28 engage in publicity regarding the terms of this Settlement. These provisions shall in no way
impede and/or impair Class Counsel and/or the Plaintiffs from fulfilling their obligations to the
Class, or their obligations to obtain preliminary and final approval of the Settlement, or to
undertake required submissions to the Labor and Workforce Development Agency in
connection with the resolution of the Action.

1 6.7 **Authorization.** Counsel for all Parties represent and warrant they are expressly
2 authorized by the Parties whom they represent to negotiate this Settlement Agreement and to
3 take all appropriate actions required to permitted to be taken by such Parties pursuant to this
4 Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand an
6 have full authority to enter into this Settlement Agreement, and further intend that this
7 Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will
8 be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding
9 any mediation confidentiality provisions that otherwise might apply under state or federal law.

10 6.8 **Agreement Binding on Successors in Interest.** This Agreement shall be binding
11 on and inure to the benefit of the respective successors, assigns, heirs, and personal
12 representatives of the Parties hereto.

13 6.9 **Time Periods.** The time periods and dates set forth in this Agreement with respect
14 to the giving of notices and hearings are subject to approval and modification by the Court or
15 the written stipulation of counsel for the Parties.

16 6.10 **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other
17 in good faith and use their best efforts to implement the terms of this Agreement, including and
18 not limited to, execution and delivery of any and all documents to the extent reasonably
19 necessary to implement the terms of this Agreement. If the Parties are unable to reach an
20 agreement on the form or content of any document needed to implement the Agreement, or on
21 any supplemental provisions that may become necessary to effectuate this Agreement, the
22 Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

23 6.11 **Entire Agreement.** This Agreement contains the entire agreement between the
24 Parties relating to the Agreement and transaction contemplated hereby, and all prior or
25 contemporaneous agreements, understandings, representations, and statements, whether oral or
26 written and whether by a Party or such Party's legal counsel, are merged herein. No rights
27 hereunder may be waived except in writing.

28 6.12 **Headings.** The various headings used in this Agreement are solely for the

1 convenience of the Parties and shall not be used to interpret this Agreement.

2 **6.13 Amendment, Modification, and Waiver.** This Agreement may not be waived,
3 amended, altered, or modified except by written agreement signed by counsel for all Parties, and
4 subject to any necessary Court approval. A waiver or amendment of any provision of this
5 Settlement Agreement will not constitute a waiver of any other provision.

6 **6.14 Governing Law.** All terms of this Agreement and attached exhibits hereto will be
7 governed by and interpreted according to the laws of the State of California.

8 **6.15 Jurisdiction of the Court.** Any dispute regarding the interpretation, validity, or
9 otherwise arising out of this Agreement, or relating to the Action or the Released Claims, shall
10 be subject to the exclusive jurisdiction of the Court. Plaintiffs, Class Members, and Defendant
11 agree to submit to the personal and exclusive jurisdiction of the Court for the purpose of
12 resolving any such dispute. After entry of judgment pursuant to the Settlement, the Court shall
13 retain jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of
14 the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
15 enforcement of the terms of this Agreement, (b) settlement administration matters, and (c) such
16 post-judgment matters as may be appropriate under court rules or as set forth in this Agreement.

17 **6.16 Agreement Constitutes a Complete Defense.** To the extent permitted by law,
18 this Agreement may be pleaded as a full and complete defense to any action, suit, or other
19 proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to any term
20 of this Agreement.

21 **6.17 Execution Date and Execution in Counterparts.** This Agreement shall be
22 deemed executed and enforceable upon the last date of signature of all of the undersigned. The
23 Parties may execute this Agreement in counterparts, each of which shall constitute an original,
24 but all of which together shall constitute one and the same instrument having the same force and
25 effect as if all Parties had signed the same instrument.

26 **6.18 Signatures.** The Parties agree that this Agreement may be executed and delivered
27 via DocuSign, Assured Sign, Hello Sign, electronic mail (including PDF), and/or any other
28 electronic signature complying with the U.S. Federal ESIGN Act of 2000 and California's

Uniform Electronic Transactions Act (Civ. Code § 1633.1, et. seq.). Any counterpart so executed and delivered shall be deemed valid and enforceable, and fully and validly delivered, for all purposes.

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

IT IS SO AGREED.

PLAINTIFF NAKITA CLARK

Dated: 07/20/2022, 2022

Electronically Signed: 2022-07-20 20:36:42 UTC - 172.58.35.139
Nakita Clark
Hinter Name: Sign@ 673023a-c0d5-48ed-89d0-ae0b0127f005

Nakita Clark, Plaintiff

PLAINTIFF DAWN STEPHENSON

Dated: _____, 2022

Dawn Stephenson, Plaintiff

DEFENDANT WITTMAN ENTERPRISES, LLC

Dated: July, 21, 2022

Corinne Wittman-Wong
Corinne Wittman-Wong (Jul 21, 2022 07:28 PDT)

Full Name: Corinne Wittman-Wong

Title: Chief Executive Officer
On behalf of Wittman Enterprises, LLC

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Uniform Electronic Transactions Act (Civ. Code § 1633.1, et. seq.). Any counterpart so executed and delivered shall be deemed valid and enforceable, and fully and validly delivered, for all purposes.

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

IT IS SO AGREED.

PLAINTIFF NAKITA CLARK

Dated: _____, 2022

Nakita Clark, Plaintiff

PLAINTIFF DAWN STEPHENSON

Dated: 07/20/2022, 2022

Electronically Signed 2022-07-20 20:03:32 UTC - 172 58 39 230
Dawn Stephenson
Notar AssureSign® 84c8a91-72fa-4961-843e-aad5072a625

Dawn Stephenson, Plaintiff

DEFENDANT WITTMAN ENTERPRISES, LLC

Dated: _____, 2022

Full Name: _____

Title: _____

On behalf of Wittman Enterprises, LLC

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1 **APPROVED AS TO FORM**

2 **LAWYERS *for* JUSTICE, PC**

3
4 Dated: July 20, 2022



5 Edwin Aiwazian
6 *Attorneys for* Plaintiffs Nakita Clark and Dawn
Stephenson

7 **CASTLE LAW: CALIFORNIA**
8 **EMPLOYMENT COUNSEL, PC**

9
10 Dated: AUGUST 2, 2022



11 Timothy B. Del Castillo
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13 *Attorneys for* Defendant Wittman Enterprises,
14 LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Nakita Clark, et al. v. Wittman Enterprises, LLC
Superior Court of California for the County of Sacramento,
Case No. 34-2019-00251989-CU-OE-GDS

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 Nakita Clark and Dawn Stephenson ("Plaintiffs") and Defendant Wittman Enterprises, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Nakita Clark, et al. v. Wittman Enterprises, LLC*, Superior Court of California for the County of Sacramento, Case No. 34-2019-00251989-CU-OE-GDS ("Action"). 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 hourly-paid or nonexempt employees who worked for Defendant within the State of California at any time during the period from March 6, 2015, to the date of preliminary approval.

"Class Member" means a member of the Class.

"Class Period" means the time period from March 6, 2015, to the date of preliminary approval.

II. BACKGROUND OF THE LAWSUIT

On March 6, 2019, Plaintiff Nakita Clark commenced a putative class action lawsuit by filing a Class Action Complaint for Damages against Defendant Wittman Enterprises, LLC. in the Sacramento County Superior Court, Case No. 34-2019-00251989-CU-OEGDS ("Action"). On March 29, 2019, a First Amended Class Action Complaint for Damages was filed in the Action, adding Dawn Stephenson as a named Plaintiff. On September 1, 2021, Plaintiffs each provided written notice, by online submission to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant of the specific provisions of the California Labor Code that they allege Defendant violated ("LWDA Letters"). On February 4, 2022, Plaintiffs filed a Third Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action ("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, 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. 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 the allegations in the Action 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 Stipulation of Class Action and PAGA Settlement and Release

(“Settlement,” “Agreement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Nakita Clark and Dawn Stephenson as the representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
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If you are a Class Member, you do not need to take any action to receive an Individual Settlement Share, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Share), object to the Settlement, and/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 or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or 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 settlement amount is four hundred eighty thousand dollars (\$480,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Participating Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross 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 one-third of the Gross Settlement Amount (i.e., \$160,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed twenty-two thousand dollars (\$22,000.00) to Class Counsel; (2) Enhancement Payments in an amount up to seven thousand five hundred dollars (\$7,500.00) to each Plaintiff for their services in the Action (total \$15,000.00); (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of thirty seven thousand five hundred dollars (\$37,500.00) for its 75% portion of the PAGA Payment (“LWDA Payment”); and (4) Administration Costs in an amount not to exceed ten thousand dollars (\$10,000.00) to the Settlement Administrator. Note: a total of fifty thousand (\$50,000) from the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Payment”), of which the LWDA will be paid 75% and the remaining 25% (i.e., twelve thousand five hundred dollars (\$12,500)) will be distributed to all Participating Class Members as part of the Net Settlement Amount.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of actual weeks that each Class Member worked for Defendant during the Class Period (“Qualifying Workweeks”) Qualifying Workweeks will initially be calculated by Defendant by dividing the total number of hours worked by class members by forty (40).

The Settlement Administrator has divided the Net Settlement Amount by the Qualifying Workweeks of all Participating Class Members to yield the “Final Workweek Value,” and multiplied each Class Member’s individual Qualifying Workweeks by the Final Workweek Value to yield his or her 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 (“Participating Class Members”) will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as twenty percent (25%) wages which will be reported on an IRS Form W2 and eighty percent (75%) interest, penalties, 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 Members (“Individual Settlement Payment”).

If the Court grants final approval of the Settlement, Individual Settlement Shares be mailed to Participating Class Members 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 Qualifying Workweeks Based on Defendant’s Records

According to Defendant’s records, you have been credited with [REDACTED] Qualifying Workweeks during the Class Period, i.e. from March 6, 2015 through the date of preliminary approval.

If you wish to dispute the Qualifying Workweeks credited to you, you may 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 Action (*Nakita Clark, et al. v. Wittman Enterprises, LLC*, Case No. 34-2019-00251989-CU-OE-GDS), (b) be signed by you, (c) states your full name, address, telephone number, and the last four digits of your Social Security Number, (d) states that you dispute the number of Qualifying Workweeks credited to you and what you contend is the correct number that should be credited to you, (e) includes information and/or attaches documentation demonstrating that the number of Qualifying 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 (Section IV. B), postmarked **on or before the [Response Deadline]**.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Qualifying 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.

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

D. Release of Claims

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

“Released Claims” means any and all claims asserted or that could have been asserted based on facts alleged in the Operative Complaint and the LWDA Letters, arising during the time period March 6, 2015 to the date of Final Approval, including Defendant’s alleged violation of the California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, *et seq.* for failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods and associated premium pay, failure to provide rest periods and associated premium pay, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to provide compliant wage statements, and failure to maintain complete and accurate payroll records, and failure to reimburse business expenses.

“Released Parties” means Defendant and its present and former parent companies, partners, subsidiaries, divisions, shareholders, officers, directors, employees, agents, attorneys, insurers, affiliated companies, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., an amount of up to \$160,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed twenty-two thousand (\$22,000.00) (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 Gross Settlement Amount. Class Counsel has been prosecuting the Action 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 seven thousand five hundred dollars (\$7,500.00) ("Enhancement Payments") each, in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments that they are entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed ten thousand dollars (\$10,000.00) ("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, Objections and workweeks Disputes, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross 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 Released 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 Action (*Nakita Clark, et al. v. Wittman Enterprises, LLC*, Case No. 34-2019-00251989-CU-OE-GDS), (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 do not wish to be included in the Settlement, and (e) be 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 an Individual Settlement Payment from the Settlement, will not be bound by the Settlement (and the release of Released 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 a Participating Class Members and will be bound by all terms of the Settlement, including, and not limited to those pertaining to the release of Released Claims described in Section III.D above, as well as the Final Approval Order and Judgement that may be entered by the Court 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 (“Objection”) to the Settlement Administrator by mail, **on or before the [Response Deadline]** or by presenting your objection orally at the Final Approval Hearing.

An Objection must: (a) state the case name and number of the Action (*Nakita Clark, et al. v. Wittman Enterprises, LLC*, Case No. 34-2019-00251989-CU-OE-GDS; (b) state your full name, 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; (f) be signed by you; and (g) be postmarked **on or before the [Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 25 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814, 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 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.

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 Action for a fee by visiting the civil clerk’s office, located at the Sacramento County Superior Court at 720 9th Street, Sacramento, California 95814 during business hours, or online by visiting the following website: <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>.

Please note, due to the COVID-19 pandemic, there may be restrictions on access to the court facilities. You can find the Court’s most current COVID-19 guidelines online at: <https://saccourt.ca.gov/general/coronavirus.aspx>.

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.