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Attorneys for Plaintiff Jackson Chou, on behalf of himself, the Labor Workforce Development Agency, and similarly situated aggrieved current and former employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

JACKSON CHOU, aka JACKSON CHOM, on behalf of himself and on behalf of all persons similarly situated, and on behalf of himself, the Labor Workforce Development Agency, and similarly situated aggrieved current and former employees Plaintiff vs. THE DING DOCTOR, INC., doing business as DANNY'S DEALER SOLUTIONS and DANNY'S DETAIL; DANIEL MICHAEL CHAVES; GARY MICHAEL CHAVES; and DOES 1 through 20 inclusive Defendants	Case Number: CGC-22-597414 CLASS AND REPRESENTATIVE ACTION [Assigned for all purposes to the Honorable Ethan P. Schulman, Department 304] SUPPLEMENTAL DECLARATION OF G. MARTIN VELEZ IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT Date: July 1, 2025 Time: 1:30 p.m. Dept.: 304 [Date and Time Approved by Department 304] Action Filed: Trial Date: None Set

I, G. Martin Velez, hereby declare if called as a witness in this matter I could and would competently testify based upon personal knowledge of the following:

1. I am an attorney licensed to practice in the State of California since December 14, 1993 and am a member in good standing of the California State Bar.

2. Patrick R. Co, Esq., of the Co Law Firm, and I are the attorneys of record for Plaintiff Jackson Chou in the matter of *Jackson Chou v. The Ding Doctor, Inc. et al.*, Superior Court of the State of California, County of San Francisco, Case Number CGC-22-597414.

3. Counsel for the Parties have met and conferred regarding revisions to the Escalator Clause, the Notice Process, and the Notice outlined in the Court's May 30, 2025 Order Continuing Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement. Attached hereto as Exhibit A is the Stipulation of Settlement of Class Action and Release of Claims the Parties executed on June 16, 2025 and June 17, 2025 which incorporates the Court's requested revisions.

4. Attached hereto as Exhibit B is an updated quote from Phoenix Class Action Administration Solutions, the proposed Settlement Administrator, for the amount of $22,250. The updated quote from Phoenix Class Action Administration Solutions is based on more recent information obtained from The Ding Doctor that the Class Size in this action is 2,291.

5. On May 27, 2025, Plaintiff filed a Second Amended Class Action and Representative Action Complaint in this matter.

I declare under penalty of perjury under the laws of the State of California and of the United States of America that the foregoing is true and correct. Executed this 19th day of June 2025 in Santa Rosa, California.

Martin Velez

G. Martin Velez

Exhibit A

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This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff Jackson Chou (hereinafter "Plaintiff"), an individual, on behalf of himself, and on behalf of all persons similarly situated, and in his representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant The Ding Doctor, Inc., a California corporation, doing business as Danny's Dealer Solutions and Danny's Detail ("Defendant"):

I. DEFINITIONS

A. "Action" shall mean the putative class and representative action lawsuit designated *Jackson Chou v. The Ding Doctor, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-22-597414, filed on or about January 3, 2022.

B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.

C. "Aggrieved Employees" means all persons within the State of California who are or were employed by Defendant as non-exempt employees, or exempt employees working as location managers, regional managers, area managers, and on-site supervisors during the Class Period.

D. "Aggrieved Employee Payment" shall mean the twenty-five percent (25%) of the PAGA Payment ($40,000.00) that will be distributed to the Aggrieved Employees as described in this Agreement.

E. "Class" or the "Class Members" means all persons within the State of California who are or were employed by Defendant as non-exempt employees, or exempt employees working as location managers, regional managers, area managers, and on-site supervisors during the Class Period.

F. "Class Counsel" means Patrick R. Co of The Co Law Firm, , and G. Martin Velez of Law Office of G. Martin Velez.

G. "Class Counsel Award" means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members and the Aggrieved Employees in the Action, consisting of attorneys' fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be $216,645.00 out of $650,000.00 plus costs of up to $500.00. Class Counsel shall be responsible for division of the Class Counsel Award included in the Gross Settlement amongst themselves.

H. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; e-mails, Social Security Number; start dates and end dates of employment and/or number of Pay Periods worked during the Class Period.

I. "Class Period" means the period beginning October 25, 2020, to January 31, 2025.

J. "Class Representative" shall mean plaintiff Jackson Chou.

K. "Court" means the Superior Court for the State of California, County of San Francisco currently presiding over the Action.

L. "Defendant" shall mean The Ding Doctor, Inc.

M. "Effective Date" means the first date upon which all of the following events have occurred:

1. this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
2. the Court has preliminarily approved the Settlement;
3. notice has been properly given to Class Members, providing them an opportunity to opt out of the Class and Settlement as described in this Agreement;
4. the Court has held a Final Fairness and Approval Hearing and entered the Final Order and Judgment approving the Settlement; and,
5. the later of: (a) the date sixty (60) days after the entry of the Final Order and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that a motion for

reconsideration, an appeal or other effort to obtain review of the Final Order and Judgment, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded. In this regard, it is the intention of the Parties that the Effective Date of Settlement shall not be a date before the Court's order approving the Settlement has become completely final, and there is no timely recourse by any person who seeks to object to or otherwise contest the Settlement.

N. "First Amended Complaint" or "FAC" means the first amended complaint entitled *Jackson Chou v. The Ding Doctor, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-22-597414, filed on or about February 28, 2022.

O. "Funding Date" shall mean the date by which Defendant has paid the entire Gross Settlement Amount to the Settlement Administrator in accordance with the terms of this Agreement. Defendant will pay the Gross Settlement Amount in up to two installments. The "First Installment" in the amount of Five Hundred Thousand Dollars ($500,000.00) shall be paid the later of April 23, 2025, or within twenty-one (21) calendar days after the Parties approve the Settlement Administrator's final calculations of the Settlement payments and Defendant's employer side payroll taxes, which the Settlement Administrator shall provide within fourteen (14) calendar days of notice of entry of the Court's order granting final approval, or if an objection to the settlement is made but no appeal is filed, then Defendant shall pay the Gross Settlement Amount to the Settlement Administrator within twenty-one (21) days of the expiration of the appeal period. The "Second Installment" in the amount of One Hundred Fifty Thousand Dollars ($150,000.00), plus the employer side payroll taxes, shall be paid the later of July 23, 2025, or within twenty-one (21) calendar days after the Parties approve the Settlement Administrator's final calculations of the Settlement payments and Defendant's employer side payroll taxes, or if an objection to the settlement is made but no appeal is filed, then Defendant shall pay the Gross Settlement Amount to the Settlement Administrator within twenty-one (21) days of the expiration of the appeal period. Neither party shall unreasonably withhold their approval of the Settlement Administrator's final calculation of the Settlement payments and Defendant's employer side payroll taxes. If an appeal is filed, Defendant shall pay the Gross Settlement Amount to the Settlement Administrator within twenty-one (21) days of when the applicable appellate court has rendered a final decision or opinion affirming the Court's final approval order and judgment without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.

P. "Gross Settlement Amount" means Six Hundred Fifty Thousand Dollars and Zero Cents ($650,000.00) that Defendant must pay into the Qualified Settlement Fund (defined below) in connection with this Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is all-in with no reversion and ***exclusive*** of the employer's share of payroll tax triggered by any payment under this Settlement.

Q. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

R. "LWDA" shall mean the Labor and Workforce Development Agency.

S. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment ($30,000.00) payable to the to the LWDA.

T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class Counsel Award, Service Award, PAGA Payment, and Settlement Administration Costs.

U. "Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

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V. "Operative Complaint" shall mean the Second Amended Complaint entitled *Jackson Chou v. The Ding Doctor, Inc.*, et al., San Francisco County Superior Court, Case No. CGC-22-597414, which is to be filed concurrently with Plaintiff's Preliminary Approval Motion for purposes of effectuating the Settlement.

W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq*.

X. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved Employees during the PAGA Period.

Y. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

Z. "PAGA Period" means the period from October 25, 2020 to January 31, 2025.

AA. "PAGA Payment" shall mean Forty Thousand Dollars and Zero Cents ($40,000.00) to be allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted in the Action.

BB. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

CC. "Payment Ratio" means the respective Pay Periods for each Class Member divided by the total Pay Periods for all Class Members.

DD. "Plaintiff" shall mean Jackson Chou.

EE. "Plaintiff's Release" means all claims that were or could have been made by Plaintiff in his individual capacity against the Released Parties (as defined below), including a waiver of any and all provisions of California Civil Code section 1542, except only for claims by law cannot be waived by private agreement.

FF. "Qualified Settlement Fund" or "QSF" means the fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

GG. "Released Class Claims" shall mean the release from the Settlement Class Members of any and all claims relating to any and all facts and claims asserted in the Action or any other claims, based on the facts alleged in the Operative Complaint, including but not limited to any and all claims, violations, or damages relating to minimum wages, overtime and double time wages; meal periods and rest breaks; failure to maintain accurate employment records; wage statement violations; failure to timely pay wages; separation pay violations; failure to reimburse business expenses; paid sick leave; and unfair business practices; which arose during the Class Period, and any related claims for attorneys' fees, costs, or interest resulting therefrom, and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

HH. "Released PAGA Claims" shall mean the release from the Aggrieved Employees of any and all claims relating to any and all facts and claims asserted in the Action or any other claims, under PAGA, based on the facts alleged in the Operative Complaint and/or Plaintiff's PAGA notice to the LWDA (including any amended PAGA notice), including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: minimum wages, overtime and double time wages; meal periods and rest breaks; failure to maintain accurate employment records; wage statement violations; failure to timely pay wages; separation pay violations; failure to reimburse business expenses; paid sick leave; unfair business practices; and including violations arising from the following California Labor Code sections: 201, 202, 203, 204, 226, 226.3, 226.7, 227, 227.3, 245.5, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, which arose during the PAGA Period, and any related claims for attorneys' fees, costs, or interest resulting therefrom.

II. "Released Parties" means Defendant The Ding Doctor, Inc., and all persons, agents, servants, representatives, current and former officers (including, but not limited to, named defendants Daniel Michael Chaves and Gary Michael Chaves), directors, stockholders, employees, associations, joint ventures, corporations, parent corporations, subsidiaries, affiliates, partners, members, predecessors and successors in interest, insurers, re-insurers, assigns, all other legal entities with whom Defendant has been, are now, or may hereafter be affiliated with, as well as any individual or entity that could be alleged to be jointly liable with Defendant.

JJ. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails and emails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.-Neither side shall encourage any Class Member to opt out.

KK. “Service Award” means an award in the amount of $10,000.00 or in an amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment and his individual Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action.

LL. “Settlement” means the disposition of the Action pursuant to this Agreement.

MM. “Settlement Administration Costs” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement estimated not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00). The parties agree to split (50/50) any and all Settlement Administration Costs in excess of $30,000 equally.

NN. “Settlement Administrator” means **Phoenix Class Action Administration Solutions**. The Settlement Administrator establishes, designates, and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.***

OO. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

PP. "Pay Periods," for purposes of calculating the distribution of the Net Settlement Amount, shall mean any pay period in which a Class Member is employed and performed at least one day's work for Defendant. The Pay Periods will be calculated based on Defendant's records and will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Pay Period disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Pay Periods disputes will be final and non-appealable.

II. <u>RECITALS</u>

A. On October 25, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code.

B. On January 3, 2022, Plaintiff filed a class and representative action complaint against Defendant entitled *Jackson Chou v. The Ding Doctor, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-22-597414, asserting the following causes of action:

1. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*;

2. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;

3. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226;

4. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 and 203;

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5. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq.*; and

6. Violations of the Private Attorney General Act pursuant to Labor Code section 2698, *et seq*.

C. On February 28, 2022, Plaintiff filed the First Amended Complaint in the Action, removing the cause of action for Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq.*, as well as Plaintiff's class claims pursuant to the arbitration agreement Plaintiff executed during his employment with Defendant.

D. On July 20, 2022, Defendant filed a Motion to Compel Arbitration and Stay the Proceedings ("Motion to Compel"). On September 2, 2022, the Court conducted a hearing on Defendant's Motion to Compel and the Court subsequently granted the Motion in part, ordering Plaintiff's individual claims to arbitration and staying Plaintiff's representative claims under PAGA pending the outcome of the arbitration.

E. On October 11, 2022, Plaintiff served a Demand for Arbitration alleging individual Labor Code violations and individual PAGA claims.

F. On August 8, 2023, the Parties attended private mediation with mediator Michael D. Young, an experienced mediator of wage and hour class and PAGA actions, which was unsuccessful.

G. In and around April 2024 Claimant's individual claims that were the subject of the arbitration were resolved without prejudice to Plaintiff's right to pursue the PAGA claim.

H. On May 24, 2024, the Parties filed a joint stipulation to lift the stay of Plaintiff's representative PAGA claim, which the Court granted.

I. In or around August 2024, the Parties re-engaged mediator Michael D. Young to facilitate renewed settlement discussions, and with the assistance of Mr. Young, the Parties agreed to fully and finally resolve, subject to Court approval, the Class and PAGA Released Claims as to Plaintiff, the Class, and the Aggrieved Employees. The

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Parties accepted a Mediator's settlement proposal, which was subsequently memorialized in the form of a Memorandum of Understanding.

J. On March 10, 2025, Plaintiff filed an amended PAGA notice with the LWDA in order to facilitate the Parties' Settlement.

K. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed alleged in the Operative Complaint and/or alleged in the Class Representative's PAGA notices to the LWDA, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

L. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through formal and informal discovery, and reviewing documents and information provided by Defendant. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Class, which Class Counsel reviewed and analyzed . Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant agrees to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

M. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims.

Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class Members have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

N. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

O. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, the Second Amended Complaint filed concurrently herewith shall be deemed stricken, void, and of no effect, and the First Amended Complaint shall continue as the operative complaint in this Action. Defendant reserves all available defenses to the claims in the Action and Plaintiff's PAGA letter (and any amended PAGA letter). The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not be admissible in connection with any litigation.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement, equal to the Six Hundred Fifty Thousand Dollars and Zero Cents ($650,000.00). The Parties agree that this is a non-

reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.2 below, Defendant shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendant represents that the Class collectively worked approximately 57,000 Pay Periods during the Class Period. If the final accounting of the number of Pay Periods during the Class Period is more than 10% higher than the estimated 57,000 Pay Periods, Defendant shall increase the Gross Settlement Amount by a proportional amount over the 10% grace. For example, if the total number of Pay Periods in the Class Period is 11% more than 57,000 (i.e. 63,270 Pay Periods), then Defendant agrees to increase the Gross Settlement Amount by 1%.

3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued.

4. Defendant's Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period. As a result of this release, the Settlement Class Members shall be precluded from bringing claims against Released Parties for the Released Class Claims.

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of

California release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Released Parties for the Released PAGA Claims.

D. General Release by the Parties. As of the Funding Date, for the consideration set forth in this Agreement, the Plaintiff waives, releases, acquits and forever discharges the Released Parties, and Defendant waives, releases, acquits and forever discharges Plaintiff, from any and all claims, whether known or unknown, which exist or may exist on each respective Party's behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, unfair competition claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also waives and relinquishes any and all claims, rights or benefits that he may have under California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO 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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties and Plaintiff, the Parties expressly acknowledge this Settlement Agreement is intended to include in its effect, without limitation, all claims the Parties do not know or suspect to exist in each Party's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims.

E. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendant fully funds the Gross Settlement Amount.

F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, fails to become effective, or is reversed, withdrawn, or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

3. The Second Amended Complaint filed concurrently herewith shall be void *ab initio* and the First Amended Complaint shall resume being the operative complaint in the Action; and

4. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action.

G. In the event that Defendant fails to fund the Gross Settlement Amount contrary to the terms of this Stipulation Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

H. <u>Certification of the Class</u>. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

I. <u>Tax Liability</u>. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved

Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment.

J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to review and comment upon the Motion.

L. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of opt outs from the Settlement it receives (including the numbers of valid and deficient), and number of objections received.

M. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment, the number of Pay Periods worked by each Class Member during the Class Period, and number of PAGA Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employees' share of the Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Pay Periods and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT - YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

3. Notice by First Class U.S. Mail and Electronic Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall send copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided, and shall also be re-sent by electronic mail, within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator, and shall also re-send by electronic mail. In addition, if any Class Member who is currently employed by Defendant, is returned to the Settlement Administrator, as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address and electronic mail and transmit to the Settlement Administrator any corrected address and electronic mail provided by the Class Member. Class Members who received a re-mailed Notice Packet, or re-sent by electronic mail Notice Packet, shall have their

Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the start and end dates of employment, to provide documentation and/or an explanation to show contrary dates via U.S. mail or email. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties. The Settlement Administrator shall inform the Class Member and the Parties of the final determination of the Class Member's dispute regarding information in the class notice.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a signed copy of the Request for Exclusion form to the Settlement Administrator by the Response Deadline or an email requesting exclusion to the Settlement Administrator by the Response Deadline. A Request for Exclusion form will be mailed and emailed together with the Notice Packet to all Class Members. If mailed, the Request for

Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. If emailed, the request for exclusion email will not be valid if it is not timely submitted or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who submits a timely Request for Exclusion shall be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, any Class Member that submits a timely Request for Exclusion that is also an Aggrieved Employee will still receive his/her pro rata share of the Aggrieved Employee Payment, as specified below, and in consideration, will be bound by the Release by the PAGA Class as set forth herein. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted timely Requests for Exclusion. Defendant retains the right, in the exercise of its sole discretion, to nullify the settlement within twenty-one (21) days after expiration of the exclusion period, if five percent (5%) or more of Class Members exclude themselves from the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline by mail or electronic mail. If sent by mail, the postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. If sent by mail, the Notice of Objection must state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection by mail or an objection by electronic mail. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion, by mail or by email, may not object to the Settlement. Class Members may not object to the PAGA Payment.

N. Allocation of the Gross Settlement Amount.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Pay Periods for all Class Members. The respective Pay Periods for each Class Member will be divided

by the total Pay Periods for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employees will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 10% wages ("Wage Portion") and 90% penalties and pre-judgment interest ("Penalties and Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

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4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

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

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiff, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'

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and/or Aggrieved Employees' last known mailing address no later than fifteen (15) business days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employees does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employees to request reissuance in the event the check was destroyed, lost, or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employees' individual share of the PAGA Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to the Unclaimed Property Fund of the State Controller's office in the name of the Settlement Class Member or Aggrieved Employee, leaving no "unpaid residue," subject to the requirements of California Code of Civil Procedure § 384(b) .

9. Service Award. In addition to the Individual Settlement Payment as a Settlement Class Member and his individual share of the Aggrieved Employee Payment, Plaintiff will apply to the Court for an award of not more than $10,000.00, as the Service Award. Defendant will not oppose a Service Award of not more than $10,000.00 for Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in

this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Service Award and shall completely indemnify and hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

10. Class Counsel Award. Defendant understands, and will not oppose, a motion for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount currently estimated to be Two Hundred Sixteen Thousand and Six Hundred Forty-Five Dollars and Zero Cents ($216,645.00) ***and*** Attorneys' Expenses supported by declaration not to exceed Five Hundred Dollars and Zero Cents ($500.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Forty Thousand Dollars and Zero Cents ($40,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment ($30,000.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Effective Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment ($10,000.00) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is $30,000.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Effective Date.

O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

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1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the amount of the average, lowest, and highest Aggrieved Employee Payments, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment at least three (3) business days in advance of filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

O. Notice to LWDA of Settlement. Class Counsel will comply with Cal. Lab. Code § 2699(l) and notify the LWDA of the Settlement, including but not limited to, all Court orders and judgments related to the Settlement, within the required statutory and/or Court-prescribed deadlines.

P. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

R. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties.

S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

U. No Public Comment: The Parties and their counsel agree not to issue any press releases, initiate any contact with the press, respond to any press inquiry or make any public communication about the fact, amount or terms of the settlement, except however that this does not prohibit disclosures required by law and/or within Plaintiff and Plaintiff's counsel and expert, Defendant and Defendant's counsel and expert, and those within Defendant's organization or financial advisors/accountants with a need to know in order to approve or execute the terms of this Settlement Agreement. Plaintiff's Counsel shall not report the settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the

Settlement Class on their website, and shall not contact any reporters or media regarding the settlement, the Action, or their content. However, Plaintiff's Counsel is authorized to make disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement, concluding any superior court or appellate court proceedings in the Action, and complying with any California Rules of Court or ethical requirements. Nothing in this provision is intended to prohibit: (i) Plaintiff from discussing this settlement with their spouses, attorneys, tax advisors, or taxing authorities; (ii) Plaintiff's counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; or (iii) Plaintiff's counsel from communicating with the settlement administrator, Plaintiff in this case, the LWDA, or with the court in which this action is pending; (iv) Plaintiff's counsel to report on the settlement in other courts as may be required by the California Rules of Court or when responding to any inquiry from another court; (v) Plaintiff's counsel from discussing the settlement with the Settlement Class if contacted with questions.

V. <u>Binding on Successors and Assigns</u>. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

W. <u>California Law Governs</u>. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

X. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

Y. <u>This Settlement Is Fair, Adequate and Reasonable</u>. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

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Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 6/16/2025

DocuSigned by:

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JACKSON CHOU

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: Jun 17, 2025

Daniel Abel Chaves (Jun 17, 2025 15:25 PDT)

THE DING DOCTOR, INC.

Daniel Noel Chaves
Printed Name

President/CEO
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 6/16/2025

THE CO LAW FIRM

DocuSigned by:
By: [signature]
E0B3736091524B3...

Attorneys for Plaintiff and the Settlement Class Members

DATED: 6/16/2025

LAW OFFICE OF G. MARTIN VELEZ

DocuSigned by:
By: Martin Velez
68826F5061AE4AE...

Attorneys for Plaintiff and the Settlement Class Members

DATED: June 17, 2025

FISHER & PHILLIPS LLP.

By: [signature]
Danielle Hultenius Moore
Bret Martin
Julia A. Sherwood

Attorneys for Defendant

EXHIBIT A

NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND FINAL HEARING DATE

***(Jackson Chou v. The Ding Doctor, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-22-597414)**

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

Plaintiff Jackson Chou has filed a Class Action and a Private Attorneys General Act ("PAGA") Action against Defendant The Ding Doctor, Inc. In this Action, Plaintiff, on behalf of himself and a class of current and former employees who worked for The Ding Doctor from October 25, 2020 to January 31, 2025, seeks payment for damages and civil penalties for violations of the Labor Code. You have reached this notice because you may be eligible to receive money from the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do **not** have to do anything. **Your estimated Individual Settlement Payment is: $<<___>>. See the explanation below.** After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Class Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive **no money from the Class Settlement**. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action and Private Attorneys General Act ("PAGA") settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of San Francisco (the "Court") has been reached between Plaintiff Jackson Chou ("Plaintiff") and Defendant The Ding Doctor, Inc. ("Defendant"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class and PAGA Group, which is defined as:

> All employees who are or previously were employed by Defendant in the State of California as non-exempt employees, or exempt employees working as location managers, regional managers, area managers, and on-site supervisors, from October 25, 2020 to January 31, 2025 ("Class Period").

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this lawsuit about?

On October 25, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA). On January 3, 2022, Plaintiff filed a Complaint against Defendant, Daniel Michael Chaves, and Gary Michael Chaves, in the Superior Court of the State of California, County of San Francisco (the "Action"). On May 27, 2025, Plaintiff filed a Second Amended Complaint (the "Operative Complaint") asserting the following causes of action: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Reimburse Business Expenses; (6) Failure to Pay Sick Leave; (7) Failure to Provide Accurate Wage Statements; (8) Failure to Pay All Wages Due Upon Separation; (9) Violation of Business and Professions Code; and (10) Violation of Private Attorneys General Act.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On August 8, 2023, the Parties participated in an all-day mediation with Michael D. Young, an experienced mediator of wage and hour class and PAGA actions. Although the mediation was unsuccessful, the Parties resumed negotiations facilitated by Mr. Young in August 2024 and ultimately accepted a Mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of The Co Law Firm, APC, and Law Office of G. Martin Velez to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Six Hundred Fifty Thousand Dollars and Zero Cents ($650,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed $30,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently $216,645.00) and actually incurred litigation expenses of not more than $500.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.

- PAGA Payment. A payment of $40,000.00 relating to Plaintiff's claim under the PAGA, $30,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining $10,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.

- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of Pay Periods for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's pay periods that occurred during the Class Period. A "Pay Period" shall mean any pay period during the Class Period in which a Class Member is employed and performed at least one day's work for Defendant.

- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all persons within the State of California who are or were employed by Defendant as non-exempt employees, or exempt employees working as location managers, regional managers, area managers, and on-site supervisors during the period beginning October 25, 2020 to January 31, 2025 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Ten percent (10%) of each Individual Settlement Payment is allocated to wages ("Wages Portion"). Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Ninety percent (90%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest ("Penalties and Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release the Released Parties of any and all claims relating to any and all facts and claims asserted in the Action or any other claims, based on the facts alleged in the operative pleading, including but not limited to any and all claims violations or damages relating minimum wages, overtime and double time wages; meal and rest breaks; failure to maintain accurate employment records; wage statement violations; failure to timely pay wages; separation pay violations; failure to reimburse business expenses; paid sick leave; unfair business practices, which arose during the Class Period, and any related claims for attorneys' fees, costs, or interest resulting therefrom.

As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" shall mean the release from the Aggrieved Employees of any and all claims relating to any and all facts and claims asserted in the Action or any other claims, under PAGA, based on the facts alleged in the operative pleading and/or Plaintiff's PAGA notice to the LWDA, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: minimum wages, overtime and double time wages; meal and rest breaks; failure to maintain accurate employment records; wage statement violations; failure to timely pay wages; separation pay violations; failure to reimburse business expenses; paid sick leave; unfair business practices; and including violations arising from the following California Labor Code sections: 201, 202, 203, 204, 226, 226.3, 226.7, 227, 227.3, 245.5, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, which arose during the PAGA Period, and any related claims for attorneys' fees, costs, or interest resulting therefrom.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<_____>> Pay Periods worked during the Class Period (October 25, 2020, to January 31, 2025).

Based on this information, your estimated Individual Settlement Payment is <<_______>>.

Defendant's records reflect that you have <<_____>> Pay Periods worked during the PAGA Period (October 25, 2020, to January 31, 2025).

Based on this information, your estimated Aggrieved Employee Payment is <<_______>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice or via email no later than _______________ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

The address for the Settlement Administrator is _______________________________________ and the email for the Settlement Administrator is _________________.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ______________.

The Court will hold a hearing on __________________ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.__________________.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows**. Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than ______________, or submit an email to the Settlement Administrator requesting exclusion from the settlement no later than ______________. The address for the Settlement Administrator is _______________________________________ and the email for the Settlement Administrator is ______________________. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Jackson Chou v. The Ding Doctor, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-22-597414. If sent by mail, the request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. If sent by email, the request for exclusion must contain your name, address, and the last four digits of your Social Security Number for verification purposes. No other person may opt out for a member of the Class.

If sent by mail, written requests for exclusion that are postmarked after ______________, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above. If sent by email, requests for exclusion that are sent after __________________, or are incomplete will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing or by email and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written or emailed objections or other correspondence must also state the name and number of the case, which is ***Jackson Chou v. The Ding Doctor, Inc., et al.*****, San Francisco County Superior Court, Case No. CGC-22-597414**. You may also object without submitting a written or emailed objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than ______________. The address for the Settlement Administrator is ________________________. Emailed objections must be sent to the Settlement Administrator no later than ________________________. The address for the Settlement Administrator is ____________________.

9. Who are the attorneys representing the parties?

The addresses for the Parties' counsel are as follows:

Class Counsel:
Patrick R. Co
THE CO LAW FIRM
201 Spear Street, Suite 1100
San Francisco, CA 94105
t: 415.426.3553
f: 415.477.4032
pco@colawfirmsf.com

Class Counsel:
G. Martin Velez
LAW OFFICE OF G. MARTIN VELEZ
3558 Round Barn Boulevard, Suite 200
Santa Rosa, CA 95403
t: 415.342.4125
f: 415.532.2492
martinvelez@comcast.net

Counsel for Defendant:
Bret Martin
Fisher & Phillips LLP
4747 Executive Drive, Suite 1000
San Diego, CA 92121
t: 858.597.9600
f: 858.597.9601
bmartin@fisherphillips.com

10. Who is the Settlement Administrator?

The contract information for the Settlement Administrator is as follows:

Phoenix Class Action Administrations Solutions
1411 N. Batavia Street, Suite 105
Orange, CA 92867
1.800.523.5773
[EMAIL]
www._____.com

10. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _______________, at the San Francisco County Superior Court, Department 304, located at 400 McAllister Street, San Francisco, CA 94102, before Judge Ethan P. Schulman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. In the event the final approval hearing is continued, Class Members who submitted timely written or emailed objections shall receive notice. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

11. How do I get more information about the Settlement?

You may contact Class Counsel for more information about the settlement: The contact information for Class Counsel is as follows:

Class Counsel:
Patrick R. Co
THE CO LAW FIRM
201 Spear Street, Suite 1100
San Francisco, CA 94105
t: 415.426.3553
f: 415.477.4032
pco@colawfirmsf.com

Class Counsel:
G. Martin Velez
LAW OFFICE OF G. MARTIN VELEZ
3558 Round Barn Boulevard, Suite 200
Santa Rosa, CA 95403
t: 415.342.4125
f: 415.532.2492
martinvelez@comcast.net

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to The Co Law Firm, APC, 201 Spear Street, Suite 1100, San Francisco, CA 94105 or by visiting the administrator's website at www.____________________.com.

PLEASE <u>DO NOT</u> CALL THE COURT ABOUT THIS NOTICE.

<u>IMPORTANT:</u>

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Unclaimed Property Fund of the State Controller's office in the name of the Settlement Class Member or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Exhibit B

PHOENIX
CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	2,291
Opt Out Rate	1%
Opt Outs Received	23
Total Class Claimants	2,268
Subtotal Admin Only	**$22,250.00**

Not-to-Exceed Total **$22,250.00**

For 2291 Class Members

Pricing Good for Scope of Estimate Only

May 28, 2025

Case: Jackson Chou v. The Ding Doctor Opt-Out Administration w Email & Translation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Martin Velez
Firm: Law Office of G. Martin Velez
Contact Number: 415-246-0277
Email: Martinvelez@comcast.net

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 2291 Class Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$125.00	3	$375.00
Programming Database & Setup	$125.00	3	$375.00
Toll Free Setup*	$150.51	1	$150.51
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$250.00	2	$500.00
Email Setup	$500.00	1	$500.00
		Total	**$1,932.51**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$125.00	3	$375.00
Data Merge & Duplication Scrub	$0.35	2,291	$801.85
Notice Packet & Opt-Out Form	$1.25	2,291	$2,863.75
Estimated Postage (up to 2 oz.)*	$0.76	2,291	$1,741.16
Email Notice	$0.50	2,291	$1,145.50
Static Website	$250.00	1	$250.00
Language translation	$1,000.00	1	$1,000.00
		Total	**$8,177.26**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Skip Tracing Undeliverables	$1.00	229	$229.10
Remail Notice Packets	$1.25	229	$286.38
Estimated Postage	$0.76	229	$174.12
Programming Undeliverables	$50.00	3	$150.00
		Total	**$1,004.59**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	3	$405.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	4	$220.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	4	$340.00
		Total	**$1,195.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	2	$270.00
Disbursement Review	$135.00	2	$270.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$100.00	2	$200.00
Check Run Setup & Printing	$125.00	4	$500.00
Mail Class Checks *	$1.00	2,291	$2,291.00
Estimated Postage	$0.69	2,291	$1,580.79
		Total	**$5,301.79**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	6	$750.00
Remail Undeliverable Checks (Postage Included)	$1.61	229	$368.85
Case Associate	$55.00	6	$330.00
Reconcile Uncashed Checks	$100.00	4	$400.00
Conclusion Reports	$100.00	2	$200.00
Case Manager Conclusion	$85.00	4	$340.00
Final Reporting & Declarations	$125.00	2	$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$2,000.00	1	$2,000.00
		Total	**$4,638.85**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$22,250.00**

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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.