

STIPULATION FOR CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND
RELEASE OF CLAIMS

This Stipulation for Class and Representative Action Settlement and Release of Claims is entered into by and between Plaintiff Brian Williams on behalf of himself and the Settlement Class, and Defendant Hodo, Inc., subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

1. "Action" or "Lawsuit" refers to the civil action filed on October 12, 2021, in the Superior Court of the State of California for the County of Alameda, captioned as Williams v. Hodo, Inc. dba Hodo Foods, Alameda County Superior Court Case No. 21CV000132.

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

3. "Class" shall include all persons who are or have been employed by Defendant in California as non-exempt employees during the Settlement Period ("Class Members").

4. "Class Counsel" means and refers to Kane Moon, Esq., Allen Feghali, Esq., and Edwin Kamarzarian, Esq. of Moon & Yang, APC.

5. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, paid from the Maximum Settlement Fund.

6. "Class Data" means information regarding Class Members that Defendant will, in good faith, compile from its payroll and other business records and provide to the Settlement Administrator. It shall be formatted in a form acceptable to the Claims Administrator and shall include the following information for each Class Member: (1) employee identification number; (2) full name; (3) last known address; (4) last known home telephone number; (5) Social Security Number; (6) start and end dates of employment; (7) the number of workweeks during the Settlement Period; and (8) the number of workweeks during the PAGA Period.

7. "Class Member" shall refer to an employee of Defendant who falls within the definition of the Class.

8. "Class Released Claims" means any and all claims for wages, statutory penalties (but not PAGA Penalties), damages and liquidated damages, interest, restitution, injunctive relief, fees and costs under California law that were alleged in the operative complaint in the Action, and/or claims which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Settlement Period, including, but not limited to: (1) Failure to Pay Minimum Wages [Cal. Lab. Code § § 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code § § 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.], and (9) Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.], based on the Labor Code sections alleged and, with respect to the statutory penalties claimed in the Action, any source of obligation as a basis for claiming such penalties during the Settlement Period (the "Released Claims"), against Defendant and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives (collectively, "Released Parties") in their representative and individual capacities whether under Labor Code §§ 558, 558.1 or otherwise. The release of the Class Released Claims shall be given full *res judicata* and *collateral estoppel*

effect upon entry of the judgment in this Action so as to bar any other individual or entity from filling or pursuing the Class Released Claims against the Released Parties in any forum.

9. "Class Representative Enhancement" means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for executing the General Release provided herein.

10. "Class Representative" means Plaintiff Brian Williams in his capacity as the representative of the Class Members.

11. "Workweek" means a workweek, as used by the Defendant to calculate weekly overtime, in which an employee performed any work.

12. "Counsel for Defendant" shall refer to Laurie Yoon, Esq. of Murchison & Cumming, LLP and R. Brian Dixon of Littler Mendelson, PC.

13. "Court" means Alameda County Superior Court.

14. "Defendant" means Hodo, Inc. dba Hodo Foods.

15. "Effective Date" means: (a) the date upon which the time for appeal of the Court's order granting final approval of the Settlement Agreement expires (sixty (60) days from the date of entry of the Final Approval Order); unless (b) an appeal is timely filed, then "Effective Date" means the date of final resolution of any appeal from the order granting final approval of the Settlement Agreement or dismissal of the appeal, provided the order granting final order is approved as originally entered.

16. "Individual Settlement Payment" means the amount from the Net Settlement Amount ultimately distributed to each Settlement Class Member.

17. "Maximum Settlement Fund" means the amount of Five Hundred Fifty Thousand Dollars and No Cents (\$550,000.00), which includes the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, and which excludes any increase in the Maximum Settlement amount as a result of application of the escalator clause in Paragraph 53 of the Agreement and

Defendant's share of payroll taxes.

18. "Net Settlement Amount" or "NSA" means the Maximum Settlement Fund, less Class Counsel Award, Class Representative Enhancement, the PAGA Payment, and Settlement Administration Costs.

19. "Notice Packet" means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A**.

20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.

21. "PAGA Covered Employees" means those Class Members who were employed by Defendant in California as non-exempt employees during the PAGA Period, regardless of whether the Class Member submitted a valid Request for Exclusion or otherwise opted out of the Settlement.

22. "PAGA Letter" means the notice, pursuant to California Labor Code section 2699.3, that Class Counsel conveyed to the California Labor and Workforce Development Agency ("LWDA") on October 7, 2021 describing Defendant's alleged violations under the California Labor Code.

23. "PAGA Payment" means the portion of the Maximum Settlement Fund that is designated as civil penalties pursuant to PAGA in the total amount of Forty Thousand Dollars (\$40,000.00).

24. "PAGA Period" means the period of time from the workweek including October 7, 2020 through the workweek including September 30, 2022.

25. "PAGA Released Claims" means the release of the Released Parties by the Labor and Workforce Development Agency, State of California, and by Plaintiff as a proxy for the LWDA, for civil penalties under the Labor Code pursuant to the Private Attorneys General Act (Cal. Lab. Code §§ 2698 et seq.) or otherwise that were alleged in the PAGA Letter, operative complaint in the Action, and/or claims which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known

or unknown during the Settlement Period, including, but not limited to: (1) Failure to Pay Minimum Wages [Cal. Lab. Code § § 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code § § 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.], and (9) Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]. The release of PAGA Released Claims shall be given full *res judicata* and *collateral estoppel* effect upon entry of the judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing the PAGA Released Claims against the Released Parties in any forum.

26. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

27. “Plaintiff” means Brian Williams.

28. “Preliminary Approval Date” means the date on which the Court enters an order granting preliminary approval of the Settlement.

29. “Released Parties” means Defendant Hodo, Inc. dba Hodo Foods and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees (other than Class Members), principals, members, agents, managing agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives.

30. "Request for Exclusion" means a written statement from a Class Member requesting exclusion from the Settlement Class. To be effective, the Request for Exclusion must be in the form described in Paragraph 48(g) *infra*, post-marked by the Response Deadline and

received by the Settlement Administrator.

31. "Response Deadline" means the date sixty (60) calendar days after the Settlement Administrator mails Notice Packets to Class Members and is the last date on which Class Members may submit Requests for Exclusion or Objections to the Settlement.

32. "Settlement Administrator" or "Claims Administrator" means Simpluris, Inc.

33. "Settlement Class Members" or "Settlement Class" means all Class Members who do not timely submit a valid Request for Exclusion to be excluded from the Class as provided for in this Agreement.

34. "Settlement Period" or "Class Period" means the period beginning with the workweek which includes October 12, 2017, through and ending with the workweek which includes September 30, 2022.

II. RECITALS

35. On October 12, 2021, Plaintiff filed a putative class action Complaint against Defendant in Alameda County Superior Court captioned as Williams v. Hodo, Inc. dba Hodo Foods, Alameda County Superior Court Case No. 21CV000132. The claims for relief Plaintiff asserted on behalf of himself and the putative class are: (1) Failure to Pay Minimum Wages [Cal. Lab. Code § § 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code § § 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. Plaintiff filed a First Amended Complaint adding a ninth claim for and (9) Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.] based on the Labor Code sections alleged, on January 18, 2022. Defendant filed an answer to the First Amended Complaint on January 27, 2022, asserting general and affirmative defenses.

36. The Parties engaged in a voluntary exchange of information concerning the

claims and defenses set forth in the Action, including Defendant's policies and practices regarding the alleged violations, and extensive class payroll and assignment data. The Parties additionally have each conducted independent investigations and fact finding.

37. On September 30, 2022, the parties engaged in mediation under the guidance of an experienced wage and hour neutral, Kelly A. Knight, Esq. (the "Mediation").

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

39. The Plaintiff and Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

III. TERMS OF AGREEMENT

40. Settlement Consideration. Defendant shall pay the Maximum Settlement Amount, which shall fund the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Defendant shall not be required to pay more than the Maximum Settlement Fund

except any increase in the Maximum Settlement Amount as a result of the escalator clause in Paragraph 53 of the Agreement and payroll taxes which Defendant must pay in addition to a Settlement Class Members' wages. This settlement is non-reversionary and none of the Maximum Settlement Fund shall revert to Defendant.

41. Release By All Settlement Class Members. Upon the Effective Date, each Class Member (including Plaintiff) who does not timely submit a valid Request for Exclusion, shall, for the Class Period, fully release and forever discharge the Released Parties from the Released Claims. Notwithstanding a Class Member's Request for Exclusion, a Class Member will be deemed to have released claims made by or on behalf of the Class Member under PAGA as provided in Paragraph 25.

42. General Release by Plaintiff. In addition to the Settlement Class Members' Released Claims described above, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Enhancement, Plaintiff releases, acquits, discharges, and covenants not to sue any of the Released Parties for any claim, whether known or unknown, which he has ever had, or hereafter may claim to have, arising on or before the date he signs this Agreement, including without limitation to, any claims relating to or arising out of any aspect of his relationship with Defendant, or the termination of that relationship, any claims for discrimination, harassment or retaliation on any basis, any claims for unpaid compensation, wages, reimbursement for business expenses, penalties, or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, et seq., or any state, county or city law or ordinance regarding wages or compensation; any claims for employee benefits, including without limitation, any claims under the Employee Retirement Income Security Act of 1974; any claims of employment discrimination on any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, or any other state, county or city law or

ordinance regarding employment discrimination, harassment or retaliation. In particular and without limitation, Plaintiff releases the PAGA Released Claims. Plaintiff acknowledges that he has received all leave from work which he desired or required, received any accommodations necessary to perform his job duties and knows of no industrial injury or illness arising out of the course and scope of his employment with Defendant. Plaintiff acknowledges and agrees that the foregoing general release is given in exchange for the consideration provided to him under this Agreement by Defendant. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

Plaintiff expressly waives any rights or benefits available to him under the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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 RELEASING PARTY.

Plaintiff understands fully the statutory language of Civil Code section 1542 and, with this understanding, nevertheless elects to, and does, assume all risks for claims that have arisen, whether known or unknown, which he ever had, or hereafter may claim to have, arising on or before the date of his signature to this Agreement, and specifically waives all rights he may have under California Civil Code section 1542.

43. Nothing in this Agreement, including the General Release by Plaintiff, shall be construed to prevent the disclosure by Plaintiff of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination based on sex related to the Action or waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendant, or on

the part of the agents or employees of the Defendant, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, prevents Plaintiff from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or limits Plaintiff from exercising rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees, although by signing this Agreement Plaintiff is waiving rights to individual relief (including backpay, front pay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or an award from a government agency (and not Defendant) for information provided to the government agency or where otherwise prohibited.

44. Certification of the Settlement Class and Nullification of Settlement Agreement.

The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court within, respectively, four (4) months of the hearing date on the motion for preliminary approval or four (4) months of the hearing date on the motion for final approval, 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 claims as described herein:

a. 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;

b. 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; and

c. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

45. Tax Treatment.

a. The Parties, Class Counsel and Defense Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes found to be due from a Settlement Class Member as a result of the Individual Settlement Payments described herein.

b. All Parties represent that they have not received and shall not rely on advice or representations from the other Party or his/its agents regarding the tax treatment of payments under federal, state, or local law.

46. Preliminary Approval Motion. At the earliest practicable time, Plaintiff and Class Counsel shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers. Any dispute regarding forms of notices and other documents necessary to implement the Settlement contained in the Stipulation, if not timely resolved among the Parties, shall be referred to the Court. The Parties shall seek a prompt hearing date to obtain preliminary approval of the Settlement.

47. Settlement Administrator. The Settlement Administrator shall be responsible for: (a) processing and mailing payments to the Class Representative, Class Counsel, LWDA, PAGA Covered Employees and Settlement Class Members; (b) printing and mailing the Notice Packets to the Class Members as directed by the Court; (c) receiving and reporting the objections and Requests for Exclusion; (d) distributing tax forms to the Settlement Class Members; (e)

providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; (f) calculating and withholding all taxes from the wage portion of the payments to Settlement Class Members; (g) calculating and notifying Defendant of its portion of the taxes on the wage portion of the payments to Settlement Class Members and accepting payment of such taxes from Defendant; (h) timely depositing all tax payments with the appropriate government entities; and (i) 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.

48. Settlement Administration.

a. Class Data. No later than fifteen (15) 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 Class Members. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any third party or use the Class Data or any information contained herein for any purpose other than to administer this Settlement.

b. Notice Packets. The Notice Packet shall contain the Notice of Class Action Settlement, in a form substantially in the form attached hereto as Exhibit A unless modification of Exhibit A is agreed upon by counsel for the parties. The Notice of Class Action Settlement shall set forth the material terms of the Settlement, including the release to be given by all members of the Settlement Class who do not request to be excluded from the Settlement Class. The Notice Packet also shall be individualized by including the Class Members' starting and ending dates of employment during the Class Period, their number of workweeks, and the estimated amount of their Individual Settlement Payment.

c. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database and/or similar database(s) to update and correct any known or identifiable address changes. No later than fifteen (15) calendar days after receiving the Class Data from

Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First Class, U.S. 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. In the event more than one address is identified, then the Settlement Administrator shall mail to each potentially valid address.

d. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto within five (5) business days. 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.

e. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the number of workweeks worked by Class Members stated on the Notice of Class Action Settlement, to provide documentation and/or an explanation to show a different number of workweeks. Disputes must be in writing and submitted to the Administrator, postmarked on or before the Response Deadline. The dispute must contain: Class Member's full name, address, signature, last four digits of his or her Social Security number, the case name, and an explanation of the dispute along with any supporting documentation. If there is a timely dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the dispute cannot be resolved by agreement between the Parties, then the dispute shall be resolved by the Court. Any adjustment made in response to a dispute by a Settlement Class Member shall result in a reapportionment by the Settlement

Administrator of the Individual Settlement Amounts among the Settlement Class Members but not an increase in the Net Settlement Amount.

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

g. Request for Exclusion. 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 to the Settlement Administrator a written statement requesting exclusion from the Settlement. The written statement must: (1) explicitly and unambiguously state the following statement or similar statement: “I wish to exclude myself from the settlement reached in the matter of Williams v. Hodo, Inc. I understand by excluding myself, I will not receive any money from the settlement reached in this matter except a proportionate part of the PAGA Payment.”; (2) contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address in the Notice Packet. The Request for Exclusion will be invalid if it is not timely submitted by the Response Deadline and received by the Settlement Administrator. The date of the postmark on the return mailing envelope transmitting the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, all PAGA Covered Employees will release their PAGA claims since they cannot opt out of the PAGA settlement. Class Members who fail to submit a valid and timely written 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 Settlement is approved by the Court. No later than fourteen (14) 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 Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement.

h. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object in writing to the Settlement may serve on the Settlement Administrator by first class mail a written statement of objection ("Notice of Objection") by the Response Deadline. The date of the postmark on the envelope transmitting the Objection shall be deemed the exclusive means for determining that a Notice of Objection was submitted timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. The procedure for objecting in writing to the settlement shall not preclude a Class Member from appearing in person at the Final Approval Hearing to object orally to the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or solicit or encourage Settlement Class Members to appeal from the Order and Final Judgment. Class Members who submit a timely and valid Request for Exclusion are not entitled to object to the Settlement.

49. Funding and Allocation of the Maximum Settlement Fund. The Maximum Settlement Amount shall be paid to the Settlement Administrator in two installments, the first installment of Two Hundred Thousand Dollars (\$200,000.00) to be paid by the later of Fifteen (15) days following Preliminary Approval or July 31, 2023, and the second installment of Three Hundred Fifty Thousand Dollars (\$350,000.00) to be paid by May 31, 2024. Defendant shall pay all of the employer's share of payroll taxes at the time of making the second installment payment, and such payroll taxes will be in addition to the Maximum Settlement Amount. If any installment is paid before the Effective Date, the payment shall promptly be placed by the Settlement Administrator into an interest-bearing escrow account of a national bank pending the Effective Date. If for any reason the Effective Date does not occur, the amount paid into the escrow shall be promptly refunded to Defendant. In the event that the Maximum Settlement Amount is increased by virtue of the escalator provision in Paragraph 53, the additional amount shall be paid by May 31, 2024.

a. PAGA Payment. As one part of the Motion for Order Granting Preliminary Approval, Plaintiff and Class Counsel shall seek approval from the Court of the PAGA Payment of Forty Thousand Dollars (\$40,000.00). Any portion of the requested PAGA Payment that is not approved by the Court 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 pay Seventy-Five percent (75%) of the approved PAGA Payment to the California Labor and Workforce Development Agency ("LWDA") no later than thirty (30) calendar days after the later of the Effective Date or May 31, 2024. The Settlement Administrator shall pay PAGA Covered Employees their proportionate share of the Twenty-Five Percent (25%) of the approved PAGA Payment based on the number of workweeks worked by each PAGA Covered Employee in proportion to the total number of workweeks worked by PAGA Covered Employees within the PAGA Period. The Settlement Administrator may combine into a single check the non-taxable portion of the PAGA Payment to PAGA Covered Employees and the non-taxable portion of their Individual Settlement Payments.

b. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount. The payments shall be calculated in accordance with the following steps. Using the Class Data, the Settlement Administrator will calculate the total number of workweeks for all Settlement Class Members. The total number of workweeks for all Settlement Class Members will be divided by the number of workweeks for each Settlement Class Member, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payment.

c. Tax Allocation. For tax purposes, Two Thirds (2/3) of each Settlement Class Member's Individual Settlement Payment shall be allocated to interest, penalties, and liquidated damages, and other damages which are not subject to income or payroll tax withholding, but which are subject to all other authorized and required deductions. One Third (1/3) of each Individual Settlement Payment shall be allocated to the payment of wages and other taxable damages, which will be subject to income and payroll tax withholding and all other required authorized deductions. The entirety the PAGA payments to PAGA Covered Employees shall be allocated to penalties which are not subject to income or payroll tax withholding, but were are subject to all other authorized and required deductions. All applicable deductions or withholding required by law or expressly authorized by the Settlement Class Member, including payments of any garnishments and liens, will be withheld from the Individual Settlement Payment. It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Settlement Class Members all applicable payroll and employment taxes, including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur. It shall also be the responsibility of the Settlement Administrator to timely and properly calculate the Defendant's share of all applicable payroll and employment taxes, including all federal, state, and local income taxes, which are not withheld from the portion of the Individual Settlement

Payments allocated to wages, and to notify the Defendant of the total amount of such taxes so they may be transmitted to the Settlement Administrator by the Defendant to be deposited with the appropriate taxing authorities when Individual Settlement Payments are paid.

d. Mailing. Individual Settlement Payments shall be mailed by regular First Class, U.S. Mail to Settlement Class Members' last known mailing address no later than thirty (30) calendar days after the later of the Effective Date or May 31, 2024.

e. Expiration. Any checks issued to Settlement Class Members shall remain valid and negotiable for One Hundred and Eighty (180) days from the date of their issuance. If a Settlement Class Member does not cash his or her settlement check within One Hundred and Eighty 180 days, Fifteen (15) calendar days after the check-cashing deadline, the Claims Administrator shall distribute the funds to the Alameda County Food Bank. The Parties agree that this obligation shall satisfy and fully discharge Defendant's obligations under California Code of Civil Procedure Section 384 and the doctrine of *Cy Pres*.

f. Class Representative Enhancement. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the Class Representative Enhancement Payment. Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff. The Class Representative Enhancement is the sole and exclusive consideration for the Released Claims, a General Release, and for Plaintiff's time, effort, and risk in bringing and prosecuting the Action, which will be in addition to Plaintiff's own Individual Payment. The Settlement Administrator shall pay the Class Representative Enhancement to Plaintiff from the Maximum Settlement Fund no later than Thirty (30) calendar days after the later of the Effective Date or May 31, 2024. Any portion of the requested Class Representative Enhancement 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 Class Representative Enhancement. Plaintiff shall be solely and legally responsible to pay any and all

applicable taxes on his respective Class Representative Enhancement and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement. The Class Representative Enhancement shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member. In the event that the Court reduces or does not approve the requested Class Representative Enhancement, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

g. Class Counsel Award. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the attorneys' fees and costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed One Third (1/3) of the Maximum Settlement Fund, One Third (1/3) of the Maximum Settlement Fund being One Hundred Eighty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$183,333.33). Additionally, Defendant agrees not to oppose or object to any application or motion by Class Counsel for costs not to exceed Fifteen Thousand Dollars (\$15,000.00) from the Maximum Settlement Fund for all past and future litigation costs and expenses necessary to prosecute, settle and administer the Action as supported by a declaration from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and costs have been settled by this Agreement and that neither Plaintiff, Settlement Class Members, nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from the Released Parties except as set forth in this Agreement. Any portion of the requested Class Counsel Award that is 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 pay the approved Class Counsel Award to Class Counsel from the Maximum Settlement Fund no later than the later of Thirty (30) calendar days after the Effective Date or May 31, 2024. 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. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

h. Settlement Administration Costs. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of payment to the Settlement Administrator of the costs of administration of the Settlement from the Maximum Settlement Fund. Defendant agrees not to oppose or object to any application or motion by Plaintiff for payment of up to Fourteen Thousand Five Hundred Dollars (\$14,500.00) to the Settlement Administrator. Any portion of the requested payment to the Settlement Administrator that is not awarded to the Settlement Administrator 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 pay the approved Settlement Administration Costs no later than the later of Thirty (30) calendar days after the Effective Date or May 31, 2024.

50. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and the amounts payable for the Class Representative Enhancement, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

51. Final Approval Order and Judgment. Plaintiff shall present an Order Granting Final Approval of Class Action Settlement and Entering of Judgment to the Court for its approval. The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall be lodged with the Court no later than Seven (7) days before the Final Approval Hearing. Plaintiff shall be responsible for drafting and filing the motion for Final Approval and for entry of Judgment. Plaintiff will provide Defendant with a copy of the motions within reasonable time before the filing of the motions. The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall, among other things:

a. Find that the Court has personal jurisdiction over all Settlement Class

Members and that the Court has subject matter jurisdiction to approve this Stipulation of Settlement;

- b. Certify the Class for Settlement purposes only;
- c. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, adequate, and in the best interests of each of the Parties and the Class Members, and directing consummation of its terms and provisions;
- d. Approve Class Counsel's application for an award of attorneys' fees and costs, and the Class Representative Enhancement;
- e. Approve the payment of reasonable Settlement Administration Costs;
- f. Enter Judgment pursuant to California Rules of Court, rule 3.769(h);
- g. Permanently bar Plaintiff and all Class Members who have not been timely and validly excluded from the Settlement from filing or prosecuting any of the Class Released Claims against the Released Parties; and
- h. Permanently bar the LWDA and any other individual or entity from filing or prosecuting any of the PAGA Released Claims against the Released Parties.
- i. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement, not committed to resolution in the discretion of the Settlement Administrator as provided in this Agreement, shall be presented by motion to the Court. Notice of the Final Judgment shall be given by Plaintiff to Defendant and the Class Members as set forth in the Order Granting Final Approval of Class Action Settlement and Entering of Judgment, which notice shall satisfy the requirements of California Rules of Court, rule 3.771.

52. Defendant's Option to Terminate Settlement. If, after the Response Deadline, the total number of Class Members who submitted timely and valid Requests for Exclusion from the Settlement are more than Ten Percent (10%) or more, Defendant shall have, in its sole discretion,

the unconditional right and option to terminate this Settlement. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within seven (7) calendar days after receiving a report from the Settlement Administrator informing Defendant that the total number of timely and valid Requests for Exclusion is Ten Percent (10%) or more of the total Class Members and (b) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

53. Escalator. If the total number of workweeks in which a Settlement Class Member worked is more than Fifteen Full Percent (15%) in excess of Forty Thousand (40,000), then Defendant may choose among the following options:

a. Increase the Net Settlement Amount by One Full Percent (1%) for every One Full Percent (1%) by which the number of workweeks which Settlement Class Members worked is more than Fifteen Full Percent (15%) in excess of Forty Thousand (40,000), for example, if the number of workweeks in which an Settlement Class Members worked is equal to or more than Forty Six Thousand (46,000), the Net Settlement Amount shall increase by One Full Percent (1%); or

b. Reduce the Class Period such that the number of workweeks which Settlement Class Members worked is not more than Fifteen Percent (15%) in excess of Forty Thousand (40,000). For example, if the number of workweeks in which Settlement Class Members worked is more than Forty-Six Thousand (46,000), the Class Period may be reduced to include Forty-Six Thousand (46,000) workweeks.

c. The Maximum Settlement Amount shall not be reduced for any reason.

54. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant-sponsored benefit plans, policies, or bonus programs. The payments made under the

terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy, or bonus program. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

55. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States certified mail, return receipt requested, addressed as follows.

To Plaintiff and the Settlement Class:

MOON & YANG, APC
Kane Moon
Allen Feghali
Edwin Kamarzarian
1055 West 7th Street, Suite 1880
Los Angeles, CA 90017
Telephone: (310) 601-6766
Fax: (310) 295-2385

To Defendant:

MURCHISON & CUMMING, LLP
Laurie Yoon
Mt. Diablo Plaza
2175 N. California Blvd., Suite 900
Walnut Creek, California 94596
Telephone: (415) 524-4300
Fax: (415) 391-2058

LITTLER MENDELSON, P.C.
R. Brian Dixon
333 Bush Street, 34th Floor
San Francisco, CA 94104
Telephone: (415) 433-1940
Facsimile: (415) 399-8490

56. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

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

58. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

59. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or a Party's legal counsel are merged herein. No rights hereunder may be waived except in writing.

60. 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 actions 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 person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrant 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.

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

62. California Law Governs. All terms of this Agreement and the Exhibits hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.

63. Counterparts. 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.

64. This Settlement Is Fair, Adequate and Reasonable. 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.

65. 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 hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

66. Waiver of Certain Appeals. The Parties agree, with the exception of the attorneys' fees award, provided the attorneys' fees sought do not exceed the amount provided herein, to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment as provided herein. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

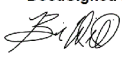
67. No Admissions. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein 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.

IN WITNESS THEREOF, this Stipulation for Class and Representative Action Settlement and Release of Claims is executed by the Parties and approved as to form by

their authorized attorneys, as of the last of the dates set forth below.

PLAINTIFF

HODO, INC.

DocuSigned by:

FC9142EB50C4436...
Brian Williams

4/20/2023

Dated

Minh Tsai, Chief Executive Officer

Dated

Approved as to form:

Counsel for Plaintiff, the Class and the
Aggrieved Employees

Counsel for Defendant

MOON & YANG, APC

CUMMING & MURCHISON, LLP


Kane Moon
Allen Feghali
Edwin Kamarzarian

4/20/2023

Dated

Laurie Yoon

Dated

LITTLER MENDELSON, PC

R. Brian Dixon

Dated

their authorized attorneys, as of the last of the dates set forth below.

PLAINTIFF

HODO, INC.

Brian Williams

Minh Tsai, Chief Executive Officer

Dated

4/21/2023
Dated

Approved as to form:

Counsel for Plaintiff, the Class and the
Aggrieved Employees

Counsel for Defendant

MOON & YANG, APC

CUMMING & MURCHISON, LLP

Kane Moon
Allen Feghali
Edwin Kamarzarian

Laurie Yoon

4-24-2023

Dated

Dated

LITTLER MENDELSON, PC

R. Brian Dixon

April 21, 2023
Dated

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Williams v. Hodo, Inc.
Case No. CV000132
Superior Court of California, Alameda County

If you worked for Hodo, Inc. as a non-exempt employee in California from the workweek including October 12, 2017, through the workweek including September 30, 2022, you are entitled to receive money from a class action settlement.

The California Superior Court, Alameda County, authorized this Class Notice.
This is not a solicitation from a lawyer.

PLEASE READ THIS CLASS NOTICE CAREFULLY. THIS PROPOSED SETTLEMENT AFFECTS YOUR LEGAL RIGHTS.

- The Settlement resolves a class-action lawsuit, *Williams v. Hodo, Inc.*, (the "Lawsuit"), which alleges that Hodo, Inc. ("Hodo" or "Defendant"): (1) failed to pay Class Members at least the minimum wage for all hours worked, (2) failed to pay overtime based on all hours worked, (3) failed to provide Class Members legally-compliant meal breaks and failed to pay premium pay for missed meal breaks, (4) failed to provide Class Members legally-compliant rest breaks and failed to pay premium pay for missed rest breaks; (5) failed to reimburse business expenses, (6) failed to pay all wages owed upon discharge from employment, and (7) failed to issue accurate itemized wage statements, thereby (8) engaged in unfair business practices and (9) is liable for civil penalties under the Private Attorney General's Act.
- The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant denies the claims and contends that it complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no class action settlement payment, receive a portion of the small PAGA payment and retain your legal rights to pursue claims that would otherwise be released by the Settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Simpluris, Inc. ("Simpluris"), about why you object to the Settlement, and they will forward your concerns to counsel who will provide them to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for DATE AND TIME in Department 21 of the Alameda County Superior Court.

- The Settlement fund will be used to settle claims of all Class Members. "Class Members" refers to all non-exempt employees who are or have been employed by Hodo in California from the workweek including October 12, 2017, through the workweek including September 30, 2022, ("Class Period"). The amount of Class Members' individual settlements will be calculated based on the number of workweeks that the Class Member had during the Class Period, as explained below at Paragraph 10. The Settlement fund will also be used to settle claims brought on behalf of the California Labor & Workforce Development Agency ("LWDA") under the Private Attorneys General Act ("PAGA") with respect to all non-exempt employees who are or have been employed by Hodo in California from the workweek including October 7, 2020, through the workweek including September 30, 2022 ("PAGA Covered Employees" and the "PAGA Period").
- The Court has preliminarily approved this Settlement. A Final Approval hearing addressing the fairness, adequacy, and reasonableness of the Settlement is scheduled to be held on **FINAL APPROVAL HEARING DATE** to determine whether the Settlement should receive the Court's final approval. That date is subject to possible change by the Court without further Notice (see below for where to find more information).
- Lawyers for the Class Members will be asking the Court to award One-Third (\$183,333.33) of the Gross Settlement Amount (\$550,000.00) as attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement, as well as reasonable costs not to exceed \$15,000 incurred by Class Counsel during the Lawsuit, and up to \$14,500.00 to the Settlement Administrator for settlement administrations costs. Class Counsel also will ask the Court to approve an incentive payment of \$7,500 to the named Plaintiff (*i.e.*, Class Representative) who assisted in litigating this case for the benefit of all Class Members and who will also be providing Defendant with a general release of claims.
- Any questions? Read on or visit www.Simpluris.com.

BASIC INFORMATION

1. Why did I get this Class Notice package?

Defendant's records show that you work, or previously worked, for Hodo in California as a non-exempt employee at some point between the workweek including October 12, 2017, through the workweek including September 30, 2022. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

The Plaintiff in this Lawsuit, Brian Williams, alleged that during the Class Period, Defendant (1) failed to pay Class Members at least the minimum wage for all hours worked, (2) failed to pay overtime based on all hours worked, (3) failed to provide Class Members legally-compliant meal breaks and failed to pay premium pay for missed meal breaks, (4) failed to provide Class Members legally-compliant rest breaks and failed to pay premium pay for missed rest breaks; (5) failed to reimburse business expenses, (6) failed to pay all wages owed upon discharge from employment, and (7) failed to issue accurate itemized wage statements, thereby (8) engaged in unfair business practices. Plaintiff also alleged that (9) Defendant owed PAGA Penalties for those violations of California law during the PAGA Period. As noted above, Defendant denies these allegations and contends that Plaintiff's claims have no merit. A copy of the most recent version of the Complaint (and other documents, as discussed below) may be found at www.Simpluris.com.

3. Why is this a class action?

In a class action, one or more people called class representatives make allegations on behalf of other people who they allege have similar claims. All these people comprise a class and are referred to as class members, except for those who decide to exclude themselves from the class in response to the class notice. In a class action, one court resolves the issues for all class members in a single case.

4. Why is there a settlement?

The Parties disagree on the probable outcome of the case with respect to liability and damages. Plaintiff believes that the claims asserted against Defendant are valid and could be proven if the case went to trial. Defendant believes that Plaintiff's claims have no merit and that Plaintiff would not prevail if the case went to trial. Defendant further contends that, other than in the context of this Settlement, the case is not suitable for class treatment. The Court has not decided in favor of Plaintiff or Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruptions that are associated with continued litigation, and they have therefore chosen to resolve their differences by entering into this Settlement. The Parties entered this Settlement after arm's length negotiations using the services of an experienced and neutral mediator. Plaintiff and Class Counsel believe that this Settlement is fair and reasonable and is in the best interests of all Class Members.

5. What is a class action settlement?

In a class action, the Court must decide whether to grant final approval of the terms of the Settlement described below as fair and reasonable to the Class. Once approved, the Settlement will affect all Class Members who do not opt out. This Class Notice explains your legal rights, the terms of the Settlement, what you must do to participate or opt out, and the amount of money you may get. Please read this entire Class Notice carefully.

6. How do I know if I am a Class Member?

If you fit the following description, then you are a Class Member: All non-exempt employees who are or have been employed by Hodo in California at any time between the workweek including October 12, 2017, the workweek including September 30, 2022.

7. Are there exceptions to being included?

You are not a Class Member if you were not employed by Hodo as a non-exempt employee in California at any time between the workweek including October 12, 2017, through the workweek including September 30, 2022. You can also choose to be excluded from this Settlement by opting out of this Settlement in the manner described below.

8. I'm still not sure if I am a Class Member. What should I do?

You may contact the Settlement Administrator for further information at the contact information provided in Section 23 of this Notice or you may also contact Class Counsel at the contact information provided in Section 22 of this Notice. Or you can do nothing, and if you are entitled to a payment, you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you should contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

9. What does the Settlement provide?

The Parties have agreed to settle the Lawsuit for a "Maximum Settlement Amount" of Five Hundred Fifty Thousand Dollars (\$550,000.00). The Settlement is "non-reversionary," which means that the entire Maximum Settlement Amount will be paid out, subject to various Court-approved deductions listed below in this Section, and none of the funds will revert to Defendant. In addition to the Maximum Settlement Amount, Defendant will bear all employer-paid payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. The Maximum Settlement Amount shall be deemed in satisfaction of claims for: (1) unpaid minimum wages, rest-break premiums, meal-break premiums, unpaid overtime pay, unreimbursed business expenses, penalties, interest, and/or other amounts to be paid to Class Members; (2) attorneys' fees not to exceed one-third of the Gross Settlement Amount and costs of Class Counsel not to exceed \$15,000; (3) a service payment not to exceed \$7,500 to the named Plaintiff; (4) all costs of third-party settlement administration expected to not exceed \$14,500.00. The Maximum Settlement Amount includes a PAGA Payment of \$40,000, 25% of which shall be used in satisfaction of the foregoing claims and 75% of which shall be paid to the LWDA as its share of the penalties under PAGA (California Labor Code §§ 2698 *et seq.*)

10. How will Settlement payments to Class Members be calculated?

The funds payable to Class Members will be calculated as follows. From the Maximum Settlement Amount, payments will be made to Class Counsel, the Class Representatives, the LWDA for its share of PAGA Penalties, the PAGA Covered Employees and the Settlement Administrator.

PAGA Covered Employees will receive a proportionate part of 25% of the PAGA Payment based on the number of workweeks each PAGA Covered Employee worked as compared to the total number of workweeks worked by all PAGA Covered Employees in the PAGA Period.

What remains after the foregoing payments is called the "Net Settlement Amount." This amount will depend on the final Court-approved amounts of the deductions just listed. The balance, which is the Net Settlement Amount of approximately **[before adjustment for cost of Settlement Administrator]>>> \$313,800]** shall be paid to Class Members in individual settlement payments which will be calculated by dividing each Class Member's workweeks by the total of all Class Members' workweeks. The resulting percentage will be multiplied by the Net Settlement Amount. Class Members who elect to exclude themselves from the Class Settlement and who worked during the PAGA Period will only receive their proportionate share of 25% of the PAGA Payment.

11. How much will I get from the Settlement?

Hodo's records indicate that during the Class Period you had >> **workweeks** << during the Class Period. Based on these records, your estimated Settlement Payment as a Class Member would be \$<<**EstimatedAward**>>.

If you believe that you worked a different number of workweeks during the Class Period than indicated by the numbers above, you may dispute your Settlement Payment calculation by providing written documentation to the Settlement Administrator supporting your position on or before **[RESPONSE DEADLINE]**. Your dispute must contain: your full name, address, signature, last four digits of your Social Security number, the case name, and an explanation of the dispute along with any supporting documentation confirming that the payment amounts attributed to you are incorrect. If you do not dispute your calculation and do not opt out of the Settlement, you will receive a Settlement Payment based on the above calculations and will be bound by the Settlement. The Court shall determine all disputes which cannot be resolved by agreement between Plaintiff's and Defendant's counsel. **If you are a Class Member, you do not need to take any action to receive the Settlement Payment as set forth above.**

Two thirds of each Settlement Payment will be designated as non-wage income, for which an IRS Form 1099 shall be issued as may be required. The remaining one third of each settlement payment

shall be designated as alleged unpaid wages, for which an IRS Form W-2 shall be issued. Class Members who opt out of the class settlement and who worked during the PAGA Period will still be paid their share of PAGA Penalties, for which an IRS Form 1099 shall be issued as may be required. The Settlement Administrator may combine into a single check the non-taxable portion of the Settlement Payment with the non-taxable payment of PAGA penalties.

12. When would I get my payment?

As set forth in Section 18, below, the Court will hold a hearing on **[DATE OF FINAL APPROVAL]** to decide whether to approve the Settlement. If the Court approves the Settlement, after that there may be appeals if anyone has filed a timely objection. It is always uncertain how and when objections and appeals will be resolved. To check on the progress of the Settlement, you may call the Settlement Administrator at **XXX-XXX-XXXX**, or contact Class Counsel (*see* Section 22, below, for contact info). *Please be patient.*

13. What claims am I releasing if I participate in the Settlement?

Class Members who participate in the Settlement will release Defendant and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees (other than Class Members), principals, members, agents, managing agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives (collectively, "Released Parties") in their representative and individual capacities whether under Lab. Code §§ 558, 558.1 or otherwise, any and all claims for wages, statutory penalties (but not PAGA Penalties), damages and liquidated damages, interest, restitution, injunctive relief, fees and costs under California law that were alleged in the operative complaint in the Action, and/or claims which reasonably relate to and which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Class Period. This release shall apply to claims arising at any point during the Class Period. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released. In addition, the claims of the LWDA for civil penalties under PAGA pertaining to all Class Members (including those who opt out) shall be released during the PAGA Period based on the claims asserted in Plaintiff's PAGA Letter, operative complaint, and/or claims that reasonably relate to and which reasonably arise out of the same set of operative facts pled therein.

14. Do I have a lawyer in this case?

The Court has appointed Moon & Yang, APC ("Class Counsel"), to represent you and all the other Class Members in this Lawsuit. Class Counsel will be compensated from the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of one-third of the Gross Settlement Amount (\$183,333.33) to them for attorneys' fees, as well as costs in an amount not to exceed \$15,000. The fees approved by the Court will pay Class Counsel for investigating the facts, litigating the case, and negotiating and finalizing the Settlement. Defendant has agreed not to oppose Class Counsel's application for these fees and expenses. The Court may choose to award less than the amount requested by Class Counsel. The requested payments to the Representative Plaintiff and to the Settlement Administrator would also come from the balance of the Gross Settlement Amount, and must be approved by the Court.

16. How can I opt out of this settlement?

You can opt out of this Settlement and retain your rights instead of receiving a payment under this Settlement. To do so, you must submit a written statement requesting exclusion from the Settlement. The written statement must explicitly and unambiguously state the following or similar statement: "I wish to exclude myself from the settlement reached in the matter of *Williams v. Hodo, Inc.* I understand by excluding myself, I will not receive any money from the class settlement reached in this matter." The written statement must also contain your full name, address, signature, last four digits of your Social Security number, and the case name. Your written statement must be mailed to the Settlement Administrator, Simpluris, and be postmarked no later than **[RESPONSE DEADLINE]**, or it will not be considered and you will still remain a Settlement Class Member and be bound by the Settlement. Simpluris's address is listed in Section 23, below.

You cannot opt out of the settlement of PAGA claims, so even if you opt out of this class action Settlement the PAGA Penalties pertaining to you will still be settled and released. If you worked in the period from the workweek including October 7, 2020 to the workweek including September 30, 2022, you will still receive a small portion of 25% of the PAGA Payment which does not go to the LWDA.

17. How do I tell the Court that I do not agree with the Settlement?

If you do not opt out, you can object to the Settlement if you do not agree with it. You should give reasons why you think the Court should not approve the Settlement and the Court will consider your views. To object, and to have the Court hear your views, you should send a letter saying that you object to the Settlement and give your reasons. Be sure to include your full name, signature, address, dates of employment, last four digits of your Social Security number and/or Employee ID number, case name and case number, and a clear statement of the reasons for your objection to the Settlement Administrator, and indicate whether you intend to appear at the Final Approval hearing. Your objection is to be mailed to the Settlement Administrator, Simpluris, and must be postmarked no later than **[RESPONSE DEADLINE]**. Simpluris address is listed in Section 23, below.

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to appear at the hearing.

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

The Court has scheduled a Final Approval hearing on **[HEARING DATE]** in Department 21 of the Alameda County Superior Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections and they have been properly submitted, the Judge will consider them. The Judge will listen to people who attend the hearing and who do not opt out. The Court will also decide how much to award Class Counsel for their attorneys' fees and litigation costs. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take. This hearing may be rescheduled by the Court without further notice to you. If you wish to confirm the date of the hearing, you may contact Simpluris or Class Counsel, or view the Court's electronic docket for this case as explained below in Section 22.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Judge may have. But you are welcome to attend. If you sent an objection, you do not have to come to court to talk about it. As long as you mailed your written objection according to Paragraph 17, above, the Court will consider it. You may also pay your own lawyer to attend, but that is not required.

If you wish to speak at the Final Approval hearing, you may appear in person or by telephone at the

20. May I speak at the hearing?

scheduled hearing either yourself or through an attorney at your own expense, provided you notify the Court of your intent to do so. You cannot speak at the hearing if you have excluded yourself from the Settlement. To learn how to appear by telephone at the hearing, you may contact Class Counsel or the Settlement Administrator (*see* Sections 22 and 23 below), or you may visit the Court's website and online docket for this case to view any instructions by the Court for appearing at the hearing telephonically (*see* Section 22 for how to access the online docket).

21. What happens if I do nothing at all?

You will be a member of the Settlement Class. You will receive a Settlement Payment calculated as explained in Sections 10 and 11, above, and you will be bound by the release set forth in Section 13, above. Once the Settlement is finally approved by the Court, and the necessary deadlines have passed, you will be mailed your Settlement check.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This Class Notice summarizes the proposed Settlement. You may call or contact the Settlement Administrator or Class Counsel if you would like more information about the Lawsuit. The Complaint, Motion for Preliminary Approval, and Settlement Agreement may be also obtained on the Settlement website here: [url.com](#). The pleadings and other records in this Lawsuit may be examined online on the Alameda County Superior Court's website at <https://eportal.alameda.courts.ca.gov/?q=Home>. After arriving at the website, create a free account, login to your account, select "Searches," select "Document Downloads," and enter the case number (21CV000132). Images of every document filed in the case may be purchased at a minimal charge. Class Counsel may be reached at:

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23. How do I get more information?

You may visit [www.\[website\]](#), call the Settlement Administrator at [\[Phone number\]](#), or Class Counsel above, or write to the Settlement Administrator at [\[mailing address\]](#).

PLEASE DO NOT CONTACT THE COURT WITH INQUIRIES