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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SONOMA

RICARDO PEREZ RUELAS, Individually,
and on Behalf of all Others Similarly Situated,

Plaintiff,

vs.

GOLDEN STATE LUMBER, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

AHMAD MOHAMMAD ODEH ALJABER,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

GOLDEN STATE LUMBER, INC.; and
DOES 1 through 100, inclusive,

Defendants.

Case Nos. SCV-270593 and SCV-270644

**STIPULATION OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

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20 GOLDEN STATE LUMBER, INC.

1 This Stipulation of Settlement (“Stipulation” or “Settlement”) is made and entered into, as
2 of the date set forth below, between Plaintiffs Ricardo Perez Ruelas and Ahmad Mohammad Odeh
3 Aljaber, as individuals, as representatives of the proposed Class described herein and as
4 representatives of the State of California (“Plaintiffs”), and Defendant Golden State Lumber, Inc.
5 (“Defendant”), who are parties to the above-captioned litigation (together, the “Parties”).

6 **1. DEFINITIONS**

7 1.1 “Actions” means the above-captioned actions, *Perez Ruelas v. Golden State*
8 *Lumber, Inc.*, Sonoma Superior Court Case No. SCV-270593 and *Aljaber v. Golden State*
9 *Lumber, Inc.*, Sonoma Superior Court Case No. SCV-270644.

10 1.2 “Class Counsel” means Raymond P. Boucher, Shehnaz M. Bhujwala, Alexander
11 Gamez of Boucher LLP, Garen Majarian of Majarian Law Group, APC and Samuel A. Wong,
12 Kashif Haque, Jessica L. Campbell and Carolyn M. Bell of Aegis Law Firm, PC.

13 1.3 “Class Data” means a confidential spreadsheet that includes, for each Settlement
14 Class Member, their name, last known address, social security number, and number of Eligible
15 Workweeks and Eligible Pay Periods or data sufficient for the Settlement Administrator to
16 determine Eligible Workweeks and Eligible Pay Periods. The Class Data shall be based on
17 Defendant’s personnel and payroll records and provided in a format acceptable to the Settlement
18 Administrator.

19 1.4 “Class Settlement Period” means the time period from October 17, 2017, through
20 March 27, 2023, subject to section 3.2.2.

21 1.5 “Class Representatives” or “Plaintiffs” means Plaintiffs Ricardo Perez Ruelas and
22 Ahmad Mohammad Odeh Aljaber.

23 1.6 “Class Representatives’ Released Claims” means any and all claims, obligations,
24 demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever
25 kind and nature, character, and description, whether in law or equity, whether sounding in tort,
26 contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other
27 source of law or contract, whether known or unknown, and whether anticipated or unanticipated,
28 including all unknown claims covered by California Civil Code Section 1542, by the Class

1 Representative, arising at any time up to and including the date on which the Court enters the
2 Order of Final Approval, for any type of relief, including without limitation claims for wages,
3 premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time
4 penalties), general damages, compensatory damages, liquidated damages, punitive damages,
5 interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and
6 declaratory relief. The Class Representatives' Released Claims also include, but are not limited
7 to, the Released Claims as well as any other claims under any provision of the Fair Labor
8 Standards Act ("FLSA"), the California Labor Code, any applicable California Industrial Welfare
9 Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or
10 federal discrimination statutes, including, without limitation, the California Government Code;
11 the Unruh Civil Rights Act, California Civil Code; the California Constitution; the California
12 Business and Professions Code, including but not limited to Sections 17200 *et seq.*; the United
13 States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older
14 Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights
15 Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of
16 1991; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with
17 Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of
18 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act; the Fair Credit Reporting Act; the Employee
19 Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification
20 Act; the Sarbanes-Oxley Act of 2002; the California Family Rights Act; and all of their
21 implementing regulations and interpretive guidelines; any and all claims for monetary recovery
22 and personal or individual relief, except as prohibited by law; and any premiums, penalties,
23 interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or
24 accounting based on any of the foregoing claims. For the avoidance of doubt, this is a complete
25 and general release to the maximum extent by law. Notwithstanding the foregoing, the release of
26 the Class Representatives' Released Claims do not include any claim or right that is not waivable
27 as a matter of law.

28 1.7 "Court" means the California Superior Court for the County of Sonoma.

1 1.8 “Defendant’s Counsel” means Sarah Zenewicz of Morgan, Lewis & Bockius LLP.

2 1.9 “Effective Date” means the date on which an order and Judgment on the

3 Settlement becomes final. For purposes of this Settlement, the final judgment “becomes final”

4 only after the Court grants the motion for final approval of the settlement and upon the latter of (i)

5 the period for filing any appeal, writ, or other appellate proceeding challenging or opposing the

6 Settlement (i.e., 60 days following entry of judgment) has elapsed without any appeal, writ, or

7 other appellate proceeding having been filed; (ii) any appeal, writ or other appellate proceeding

8 challenging or opposing the Settlement has been dismissed finally and conclusively with no right

9 to pursue further remedies or relief; or (iii) any appeal, writ or other appellate proceeding has

10 upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, it

11 is the intention of the Parties that the Settlement shall not become effective, and Defendant will

12 not be obligated to fund this Settlement, until the Court’s order approving the Settlement is

13 completely final, and there is no further recourse by an appellant, objector, or intervenor who

14 seeks to contest the Settlement.

15 1.10 “Eligible Workweeks” shall mean the workweeks that each Settlement Class

16 Member worked for Defendant in California during the Class Settlement Period.

17 1.11 “Eligible Pay Periods” shall mean the pay periods that each PAGA Member

18 worked for Defendant in California during the PAGA Settlement Period.

19 1.12 “Enhancement Awards” means the amount approved by the Court to be paid to the

20 Class Representatives, in recognition of their efforts in coming forward as Class Representatives

21 and as consideration for a full, general, and comprehensive release of each of the Class

22 Representative’s Released Claims, which shall be in addition to their portions of the Net

23 Settlement Amount.

24 1.13 “Final Approval Date” means the date on which the Court enters the Order of

25 Final Approval.

26 1.14 “Final Approval Hearing” means a hearing set by the Court, to take place on a date

27 established by the Court, for the purpose of (i) determining the fairness, adequacy, and

28 reasonableness of the Stipulation terms and associated Settlement pursuant to class action

1 procedures and requirements; (ii) determining the amount of the award of attorneys' fees and
2 costs to Class Counsel; (iii) determining the amounts of the Enhancement Award to the Class
3 Representative; and (iv) entering the Judgment.

4 1.15 "Gross Settlement Amount" shall mean the amount that Defendant will pay in
5 settlement of this matter, subject to section 3.2.2. The Gross Settlement Amount includes all
6 awards of attorneys' fees and costs to Class Counsel, Settlement Administration Costs,
7 Enhancement Awards, the PAGA Settlement Payment (paid to the PAGA Members and the
8 LWDA), and payments to the Participating Class Members.

9 1.16 "Individual PAGA Payment" means the individual amounts paid from the PAGA
10 Payment to the individual PAGA Members for settlement of claims for civil penalties under
11 PAGA.

12 1.17 "Individual Settlement Payment" means the settlement amount due to each
13 Participating Class Member from the Net Settlement Amount.

14 1.18 "LWDA" means the California Labor and Workforce Development Agency.

15 1.19 "LWDA PAGA Payment" means the payment to the LWDA from the PAGA
16 Payment for settlement of claims for civil penalties under PAGA.

17 1.20 "Net Settlement Amount" is the portion of the Gross Settlement Amount available
18 for distribution to the Participating Class Members, which shall equal the Gross Settlement
19 Amount less PAGA Payment, Court-approved attorneys' fees and costs award to Class Counsel,
20 Settlement Administration Costs, and the Enhancement Awards.

21 1.21 "Notice of Settlement" means the document provided to Settlement Class
22 Members to notify them of the settlement, a copy of which is attached hereto as **Exhibit 1**.

23 1.22 "PAGA Members" means all current and former California non-exempt employees
24 of Defendant during the PAGA Settlement Period.

25 1.23 "PAGA Payment" means the payment in settlement of all claims for PAGA
26 penalties, 75% of which will be distributed as the LWDA PAGA Payment and 25% of which will
27 be distributed as Individual PAGA Payments to the PAGA Members.

1 1.24 “PAGA Settlement Period” means the period from December 23, 2020, through
2 March 27, 2023.

3 1.25 “Participating Class Members” means the Settlement Class Members who do not
4 timely request to be excluded from the class portion of the settlement. No claim form is required
5 for a Settlement Class Member to become a Participating Class Member.

6 1.26 “Preliminary Approval Date” means the date the Court enters the Order
7 preliminarily approving the Stipulation of Settlement and setting the Final Approval Hearing.

8 1.27 “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”)
9 created under Internal Revenue Code Section 468B, to be overseen by the Settlement
10 Administrator.

11 1.28 “Released Class Claims” means all claims, rights, demands, liabilities and causes
12 of action that were alleged, or reasonably could have been alleged based on the facts alleged in
13 any of the complaints filed in the Actions, including causes of action for: (1) failure to pay
14 minimum wages for all hours worked; (2) claims related to the regular rate calculation; (3) failure
15 to pay overtime compensation; (4) failure to provide meal periods and pay meal period premiums;
16 (5) failure to authorize and permit rest breaks and pay rest period premiums; (6) failure to
17 indemnify necessary business expenses; (7) failure to timely pay all final wages during
18 employment and at termination; (8) failure to provide accurate itemized wage statements;
19 (9) unfair and unlawful competition based on the Labor Code violations alleged in (1)-(9); and
20 (10) all claims for interest, penalties, attorneys’ fees, costs and any other monetary relief based
21 upon the claims described above and including, but not limited to, pursuant to Labor Code §§
22 210, 218.5, 218.6, Code of Civil Procedure §1021.5, and/or Civil Code §§ 3287(b) and 3289.

23 1.29 “Released PAGA Claims” means all claims for civil penalties and attorneys’ fees
24 and costs under PAGA asserted in any of the complaints filed in the Actions and included in the
25 PAGA letters provided to the LWDA, and all claims for civil penalties and attorneys’ fees and
26 costs under PAGA that could have been asserted in the Actions, including but not limited to
27 claims for violations of the California Labor Code for (1) failure to pay minimum wages for all
28 hours worked; (2) claims related to the regular rate calculation; (3) failure to pay overtime

1 compensation; (4) failure to provide meal periods and pay meal period premiums; (5) failure to
2 authorize and permit rest breaks and pay rest period premiums; (6) failure to indemnify necessary
3 business expenses; (7) failure to timely pay all final wages during employment and at
4 termination; (8) failure to provide accurate itemized wage statements; (9) failure to provide sick
5 leave or pay sick leave at the correct rate; and (10) violations of or claims for civil penalties under
6 Labor Code sections 201, 202, 203, 204, 226.3, 226.7, 246, 248.2, 248.5, 510, 512, 558, 1174,
7 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802.

8 1.30 “Released Parties” means Defendant and each of its former and present directors,
9 officers, shareholders, owners, members, employees, attorneys, insurers, predecessors,
10 successors, assigns, parents, subsidiaries and affiliates.

11 1.31 “Response Deadline” means forty-five(45) days after the Settlement Administrator
12 mails the Notice of Settlement to Settlement Class Members. It shall be the last date on which
13 Settlement Class Members may: (a) postmark any Opt-Out Request from the class portion of the
14 Settlement, (b) postmark any written objection to the Settlement or notice of intent to appear at
15 the Final Approval Hearing, and (c) postmark any Eligible Workweek or Eligible Pay Period
16 Dispute. The Response Deadline for Settlement Class Members to whom the Notice of
17 Settlement is remailed after having been returned as undeliverable to the Settlement
18 Administrator shall be fifty-five (55) calendar days after the Settlement Administrator’s initial
19 mailing of the Notice of Settlement to Settlement Class Members, or fourteen (14) days after the
20 re-mailing, whichever is later.

21 1.32 “Settlement Administration Costs” means the costs payable from the Gross
22 Settlement Amount to the Settlement Administrator for administering this Settlement in
23 accordance with the Settlement Administrator’s responsibilities outlined in this Stipulation.

24 1.33 “Settlement Administrator” means Phoenix Settlement Administrators, who shall
25 be responsible for the administration of the Settlement, distribution of any amounts owed under
26 this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement,
27 and subject to appointment by the Court.
28

1.34 “Settlement Class” or “Settlement Class Members” means all current and former California non-exempt employees of Defendant during the Class Settlement Period.

2. **RECITALS**

2.1 **Background and Procedural History**

2.1.1 On December 23, 2021, Plaintiff Ruelas sent a PAGA notice to the LWDA and Defendant regarding alleged California Labor Code violations. On April 13, 2022, Plaintiff Ruelas filed his Class Action Complaint in Sonoma County Superior Court alleging causes of action on behalf of himself and a putative class of Defendant’s current and former California non-exempt employees for (1) failure to pay for all hours worked; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to furnish complete and accurate wage statements; (6) failure to timely pay wages upon termination or resignation; (7) failure to reimburse business expenses; and (8) unfair business practices. Plaintiff Ruelas also alleged a cause of action for civil penalties under PAGA.

2.1.2 On April 18, 2022, Plaintiff Aljaber sent a PAGA notice to the LWDA and Defendant regarding alleged California Labor Code violations. That same day, Aljaber filed a putative class action complaint in Sonoma County Superior Court alleging causes of action on behalf of himself and a putative class of Defendant’s current and former California non-exempt employees for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to pay wages timely during employment; (7) failure to pay all wages due upon separate of employment; and (8) violation of Business and Professions Code section 177200 *et seq.* On June 28, 2022, Plaintiff Aljaber filed his First Amended Class Action Complaint to add a cause of action for civil penalties under PAGA.

2.1.3 Through substantial and extensive informal discovery, Defendant provided Class Counsel with written policies and data reflecting the Settlement Class Members’ time worked, pay, workweeks, pay periods, and employment status during the Class Settlement Period.

2.1.4 The Parties participated in a private mediation with experienced wage and hour mediator Tripper Ortman on January 27, 2023 and reached an agreement on a settlement.

1 All terms of the settlement are contained within this Stipulation of Settlement. At all times, the
2 Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

3 2.2 Benefits of Settlement

4 2.2.1 Based on their own independent investigations and evaluations, Class
5 Counsel is of the opinion that the Settlement with Defendant for the consideration and terms set
6 forth herein, considering the representative and class claims, and the risk of loss, is fair,
7 reasonable, and adequate in light of all known facts and circumstances, and is in the best interests
8 of the Settlement Class. Class Counsel is also of the opinion that the total consideration and
9 payment set forth in this Stipulation of Settlement is adequate in light of the uncertainties
10 surrounding the risk of further litigation, the possibility of losing class certification, that the
11 PAGA claim could be deemed unmanageable, and the defenses that Defendant has asserted
12 and/or could assert as to the substantive merit of the claims.

13 2.2.2 Class Counsel has weighed the monetary benefit under the Settlement to
14 the Settlement Class against the expenses and length of continued proceedings that would be
15 necessary to prosecute the Action against Defendant through class certification, through
16 manageability motions, summary judgment, trial and possible appeals. Class Counsel has also
17 taken into account the uncertain outcome and risk of any litigation, especially in complex actions
18 such as class and representative actions, as well as the difficulties and delay inherent in such
19 litigation. As a result, Class Counsel has determined that the settlement set forth in this
20 Stipulation of Settlement is in the best interests of the Settlement Class.

21 2.2.3 Defendant and the Released Parties specifically and generally deny any and
22 all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or
23 admissions of liability of any sort, and contend that for any purpose other than Settlement, the
24 Action is not appropriate for class or representative action treatment. Nonetheless, Defendant has
25 concluded that further conduct of the Action would be protracted, distracting, and expensive, and
26 that it is desirable that the Action be fully and finally settled in the manner and upon the terms
27 and conditions set forth in this Stipulation. Defendant has also taken into account the uncertainty
28 and risks inherent in any litigation. Defendant has therefore determined that it is desirable and

1 beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in
2 this Stipulation.

3 2.2.4 Neither this Stipulation of Settlement, nor any document referred to in it,
4 nor any actions taken pursuant to this Stipulation of Settlement, is or should be construed as an
5 admission by Defendant of any fault, wrongdoing, or liability whatsoever. Nor should the
6 Stipulation of Settlement be construed as an admission by Defendant that Plaintiffs could meet
7 any of the class action requirements or that any PAGA claim would be manageable. There has
8 been no final determination by any court as to the merits of the claims asserted by Plaintiffs
9 against Defendant, as to whether a class action should be certified, or that any PAGA claim is
10 manageable.

11 3. SETTLEMENT TERMS

12 3.1 **Amendment of the Pleadings.** In connection with approval of this Settlement,
13 and following execution of this Stipulation, Plaintiffs will file a Consolidated Complaint for
14 settlement purposes only. The Parties will stipulate to request the Court grant Plaintiffs leave to
15 file the Consolidated Complaint. Plaintiffs will file their Motion for Preliminary Approval
16 following the filing of the Consolidated Complaint. If, for any reason, the Court does not approve
17 this Stipulation, fails to enter the Judgment, or if this Stipulation is terminated for any other
18 reason, then the Parties will stipulate to striking the Consolidated Complaint and the operative
19 pleadings will be the pleadings on file prior to the filing of the Consolidated Complaint.

20 3.2 **Conditional Class Certification.** The Parties stipulate, for settlement purposes
21 only, to the certification by the Court of the Settlement Class. If, for any reason, the Court does
22 not approve this Stipulation, fails to enter the Judgment, or if this Stipulation is terminated for any
23 other reason, the Settlement Class will be decertified and Defendant shall, and hereby does, retain
24 the right to dispute the appropriateness of class certification.

25 3.3 Gross Settlement Amount

26 3.3.1 Gross Settlement Amount: Defendant shall pay a non-reversionary amount
27 not to exceed One Million, Forty-One Thousand and Ninety-Three Dollars (\$1,041,093) as the
28 Gross Settlement Amount to resolve the Actions on a class and representative basis, subject to

1 section 3.3.2. The Gross Settlement Amount shall be used to pay, as approved by the Court,
2 Class Counsel's attorneys' fees and costs, Enhancement Awards, Settlement Administration
3 Costs; the PAGA Payment to the LWDA and the PAGA Members, and the Individual Settlement
4 Payments to the Participating Class Members. Notwithstanding the foregoing, in addition to the
5 Gross Settlement Amount, Defendant will pay the employer's portion of payroll taxes, including
6 FICA and FUTA, on the portion of each Individual Settlement Payment allocated as unpaid
7 wages.

8 3.3.2 Escalation of Gross Settlement Amount or Truncation of Class Settlement

9 Period: If the number of Eligible Workweeks exceeds 115,677 by more than 10% during the
10 Class Settlement Period (i.e., exceeds 127,245), then at Defendant's option, either (a) the Gross
11 Settlement Amount will increase pro rata per additional workweek over the 10% increase, i.e., if
12 the workweeks during the Class Period are 128,402, which is 11% greater than the estimate at
13 mediation, then the Gross Settlement Amount increases by 1%; or (b) the Class Settlement Period
14 shall end as of the date the workweeks during the Class Period reach 127,244 workweeks.

15 3.4 **Allocation of Gross Settlement Amount**

16 3.4.1 Class Representative Enhancement Awards: The Class Representatives'
17 Enhancement Awards will, subject to Court approval, be paid out of the Gross Settlement
18 Amount and will not exceed \$10,000 to each Class Representative for the Class Representatives'
19 services and assistance to the Settlement Class, and in exchange for the Class Representatives'
20 Released Claims. Class Representatives assume full responsibility and liability for employee
21 taxes owed on the Class Representative Enhancement Award. Any amount of the Class
22 Representative Enhancement Awards that is not awarded by the Court shall be included in the Net
23 Settlement Amount.

24 3.4.2 Attorneys' Fees and Costs: Class Counsel may apply to the Court for an
25 award of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount,
26 equal to \$347,031.00, and will seek an award of costs for reimbursement of Class Counsel's out-
27 of-pocket costs incurred up to an additional \$30,000.00, to be paid out of the Gross Settlement
28 Amount. Defendant reserves the right to challenge Class Counsel's requests for fees and costs if

1 the requests exceed the parameters established by this Stipulation. The Settlement Administrator
2 shall issue IRS Forms 1099 to Class Counsel for the payments made pursuant to this section.
3 Class Counsel shall be solely and legally responsible for paying all applicable taxes on their fees
4 and costs award and shall indemnify and hold the Released Parties harmless from any claim or
5 liability for taxes, penalties, or interest arising as a result of any payments received by Class
6 Counsel pursuant to this Stipulation. Any amount of Class Counsel's requested fees and costs
7 that is not awarded by the Court shall be included in the Net Settlement Amount. Neither Class
8 Counsel nor any other attorneys acting for, or purporting to act for, the Settlement Class,
9 Settlement Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees,
10 costs, or disbursements from the Defendant or the Released Parties except as expressly provided
11 herein related to the Settlement of the Actions.

12 3.4.3 Settlement Administrator Costs: The Settlement Administration Costs
13 incurred by the Settlement Administrator as a result of the procedures and processes expressly
14 required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated
15 not to exceed \$12,500.00. Under no circumstances will Defendant be required to contribute
16 additional funds, above and in addition to the Gross Settlement Amount, to cover any unexpected
17 Settlement Administration Costs. The Settlement Administration Costs shall include: all costs of
18 administering the Settlement, including all tax document preparation, custodial fees, and
19 accounting fees incurred by the Settlement Administrator; all costs and fees associated with
20 establishing and maintaining a Qualified Settlement Fund; all costs and fees associated with
21 preparing, issuing and mailing the Notice of Settlement and other correspondence to Settlement
22 Class Members; all costs and fees associated with communicating with Settlement Class
23 Members, Class Counsel, and Defendant's Counsel; all costs and fees associated with computing,
24 processing, reviewing, and paying the payments due under this Stipulation, and resolving
25 disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes,
26 making related payment to federal and state tax authorities, and issuing tax forms relating to
27 payments made under the Settlement; all costs and fees associated with preparing any tax returns
28 and any other filings required by any governmental taxing authority or agency; all costs and fees

1 associated with preparing any other notices, reports, or filings to be prepared in the course of
2 administering payments due under this Stipulation; and any other costs and fees incurred and/or
3 charged by the Settlement Administrator in connection with the execution of its duties under this
4 Stipulation.

5 3.4.4 Individual Settlement Payments to Participating Class Members: Each
6 Participating Class Member will be entitled to receive an Individual Settlement Payment, which
7 will be paid out of the Net Settlement Amount. The amount of each Individual Settlement
8 Payment will be calculated on a pro rata basis, based on the Eligible Workweeks each
9 Participating Class Member worked during the Class Settlement Period. There is no need for a
10 Participating Settlement Class Member to submit a claim form in order to be eligible for and to
11 receive an Individual Settlement Payment. To determine each Settlement Class Member's
12 estimated "Individual Settlement Payment," the Settlement Administrator will use the following
13 formula: estimated Individual Settlement Payment = individual Eligible Workweeks ÷ all
14 Settlement Class Member Eligible Workweeks × Net Settlement Amount. The Parties recognize
15 that the Individual Settlement Payments to be paid to Participating Class Members reflect
16 settlement of a dispute over claimed wages, interest, penalties, and other alleged damages.

17 3.4.5 PAGA Payment: A total amount of \$40,000 from the Gross Settlement
18 Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-
19 five percent (75%) of this amount (\$30,000) will be the LWDA PAGA Payment to paid to the
20 LWDA and the remaining twenty-five (25%) of this amount (\$10,000) shall be distributed to the
21 PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not
22 approved by the Court shall be added to the Net Settlement Amount and any additional amount
23 ordered by the Court shall be paid from the Gross Settlement Amount. The 25% of the PAGA
24 Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be
25 distributed based on a pro rata share based on the number of Eligible Pay Periods each PAGA
26 Member worked during the PAGA Settlement Period.

27 **3.5 Taxation**
28

1 3.5.1 Tax Treatment of Individual Settlement Payments. All Individual
2 Settlement Payments to Participating Class Members shall be allocated as follows for tax
3 purposes: 40% of each Individual Settlement Payment reflects compromise of claims for alleged
4 unpaid wages; 60% of each Individual Settlement Payment reflects a compromise of claims for
5 alleged interest, penalties and unreimbursed expenses. The portion of the Individual Settlement
6 Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and
7 income tax withholdings (for the employee portion only), and will be reported on an IRS Form
8 W-2. The Settlement Administrator shall make appropriate tax withholdings from the portion of
9 each Individual Settlement Payment designated as unpaid wages, and shall pay the employer
10 portion of payroll taxes with funds separate from the Gross Settlement Amount to be furnished by
11 Defendant. Participating Class Members will be responsible for paying all employee-side taxes
12 due on their Individual Settlement Payments. Other than as set forth above, the Settlement
13 Administrator will not make any deductions, withholdings, or additional payments, including
14 without limitation, medical or other insurance payments or premiums, employee 401(k)
15 contributions or matching employer contributions, wage garnishments to the extent permitted by
16 law, or charity withholdings, from or with respect to the Individual Settlement Payments, and
17 entry of the Order of Final Approval by the Court shall be deemed authority not to make any such
18 deductions, withholdings, or additional payments.

19 3.5.2 Tax Treatment of Individual PAGA Payments: All Individual PAGA
20 Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required.
21 PAGA Members will be responsible for paying all employee-side taxes due on their Individual
22 PAGA Payments. The Settlement Administrator will not make any deductions, withholdings, or
23 additional payments, including without limitation, medical or other insurance payments or
24 premiums, employee 401(k) contributions or matching employer contributions, wage
25 garnishments to the extent permitted by law, or charity withholdings, from or with respect to the
26 Individual PAGA Payments.

27 3.5.3 Circular 230 Disclaimer: Each Party to this Stipulation (for purposes of
28 this section, the “acknowledging party” and each Party to this Stipulation other than the

1 acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this
2 Stipulation, and no written communication or disclosure between or among the Parties or their
3 attorneys and other advisers, is or was intended to be, nor shall any such communication or
4 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
5 United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
6 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and
7 tax counsel for advice (including tax advice) in connection with this Stipulation, (b) has not
8 entered into this Stipulation based upon the recommendation of any other party or any attorney or
9 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by
10 any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
11 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
12 that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of
13 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
14 treatment or tax structure of any transaction, including any transaction contemplated by this
15 Stipulation.

16 **3.6 No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid
17 under the Settlement will modify any previously credited hours or service under any employee
18 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not
19 form the basis for additional contributions to, benefits under, or any other monetary entitlement
20 under the Released Parties’ sponsored benefit plans, policies, or bonus programs. The payments
21 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a
22 going forward basis, as salary, earnings, wages, or any other form of compensation for the
23 purposes of the Released Parties’ benefit plans, policies, or bonus programs. The Released
24 Parties retain the right to modify the language of their benefit plans, policies and bonus programs
25 to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are
26 not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as
27 defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting,
28

benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Stipulation of Settlement.

3.7 Releases

3.7.1 Class Representatives' Release. Upon Final Approval, the Class Representatives shall be deemed to have fully, finally, and forever released the Released Parties from all Class Representatives' Released Claims through the Final Approval Date. The Class Representatives may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but Class Representatives each expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Stipulation. The Class Representatives shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she may otherwise have had relating to the Class Representatives' Released Claims pursuant to Section 1542 of the California Civil Code, 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.

Notwithstanding the foregoing, Class Representatives do not waive or release any claim which cannot be waived or released by private agreement or law. Class Representatives do not waive or release their worker's compensation claims. Further, nothing in this Stipulation shall prevent Class Representatives from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Class Representatives, however, understand that by signing this Stipulation, they each waive the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other state or local deferral agency on his behalf to the

1 fullest extent permitted by law, but expressly excluding any monetary award or other relief
2 available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards
3 or relief that may not lawfully be waived.

4 3.7.2 Participating Class Member Release. As of the Effective Date, all
5 Participating Class Members fully and finally release the Released Parties from the Released
6 Claims that arose during the Class Settlement Period.

7 3.7.3 PAGA Member Release. As of the date of the Effective Date, Plaintiffs, as
8 representatives of the State of California, on behalf of the LWDA and as representatives of the
9 PAGA Members, fully and finally release the Released Parties from the PAGA Released Claims
10 for the PAGA Settlement Period.

11 4. **APPROVAL OF SETTLEMENT, NOTICE TO CLASS AND ADMINISTRATION**

12 4.1 **Preliminary Approval**

13 4.1.1 Class Counsel shall submit to the Court this Stipulation of Settlement and
14 exhibits thereto for preliminary approval by the Court. Class Counsel will prepare and file the
15 motion for preliminary approval and supporting papers for the Court, subject to Defendant's prior
16 review and approval. Plaintiffs will provide the motion for preliminary approval to Defendant for
17 its review and approval at least seven days before filing.

18 4.1.2 Pursuant to California Labor Code § 2699(l), concurrently with the filing
19 of the motion for preliminary approval, Plaintiff will provide notice of the proposed Settlement to
20 the LWDA.

21 4.1.3 The Court's preliminary approval of this Settlement shall be embodied in
22 an order certifying the Class for settlement purposes only, preliminarily approving the Settlement
23 and providing for Notice of Settlement to be mailed to the Class in materially the same format
24 attached hereto as Exhibit 1, and which will also set the date for the Final Approval Hearing. The
25 Notice of Settlement shall advise Settlement Class Members of their options, which include filing
26 an Opt-Out Request to the class settlement; filing an objection to the Settlement and receiving an
27 Individual Settlement Payment and an Individual PAGA Payment (if applicable); or taking no
28

1 action and receiving an Individual Settlement Payment and an Individual PAGA Payment (if
2 applicable).

3 **4.2 Notice**

4 **4.2.1 Delivery of Class Data:** No later than fourteen (14) calendar days after the
5 Preliminary Approval Date, Defendant shall provide the Class Data to the Settlement
6 Administrator. The Settlement Administrator shall maintain the Class Data, and all data
7 contained within the Class Data, as private and confidential and shall not disclose such data to
8 any persons or entities, unless otherwise required by law. The information in the Class Data is
9 being supplied solely for purposes of the administration of the settlement and cannot be used by
10 the Settlement Administrator or any agent or representative of the Settlement Administrator for
11 any other purpose. Upon receipt of the Class Data, the Settlement Administrator shall check with
12 the U.S. Postal Service National Change of Address Database and update any addresses for the
13 Settlement Class Members.

14 **4.2.2 Notice By First-Class Mail.** Within ten (10) calendar days of the receipt of
15 the Class Data, the Settlement Administrator will send via United States first class mail the
16 Notice of Settlement to the Settlement Class Members. If any Notice of Settlement is returned to
17 the Settlement Administrator as undeliverable, the Settlement Administrator shall run a skip-trace
18 using that Settlement Class Member's social security number in an effort to attempt to ascertain
19 the current address of the Settlement Class Member. If such an address(es) is ascertained, the
20 Settlement Administrator shall re-mail the Notice of Settlement within ten (10) calendar days. If
21 alternative addresses are obtained for a Settlement Class Member, the Settlement Administrator
22 shall send the Notice of Settlement to up to two (2) alternative addresses.

23 **4.3 Opt-Out Requests**

24 **4.3.1** Settlement Class Members, except for the Class Representatives, will have
25 until the Response Deadline within which to opt out of the class portion of this Settlement;
26 however, exercising this option has no effect on the PAGA portion of this settlement, PAGA
27 Members will be mailed an Individual PAGA Payment and be bound by the release of the
28 Released PAGA Claims regardless of whether they opt out of the class settlement. Settlement

1 Class Members who want to opt out must timely submit a signed and dated written request to be
2 excluded from the class portion of the Settlement to the Settlement Administrator (“Opt-Out
3 Request”). The Opt-Out Request must be postmarked on or before the Response Deadline,
4 include the case name and number, the Settlement Class Member’s name, address, and last four
5 of their social security number, must be signed by the Settlement Class Member, and must
6 reasonably communicate the Settlement Class Member’s election to be excluded from the class
7 Settlement.

8 4.3.2 Settlement Class Members who do not timely submit an executed Opt-Out
9 Request shall be deemed a Participating Class Member and bound by this Settlement including
10 the Participating Class Member Release. Settlement Class Members who timely submit an
11 executed Opt-Out Request will not be bound by the Participating Class Member Release and will
12 not receive an Individual Settlement Payment. The Notice of Settlement shall advise Settlement
13 Class Members of their ability to opt-out of the class portion of the Settlement and of the
14 consequences thereof, and further inform them that they cannot opt out of the PAGA settlement.
15 Neither the Parties nor any of their counsel will solicit, encourage or advise any Settlement Class
16 Member to submit an Opt-Out Request.

17 4.3.3 If a Settlement Class Member submits both an Opt-Out Request and an
18 Objection within the Response Deadline, then the Opt-Out Request will be deemed valid and the
19 Objection invalid and the individual will not be deemed a Participating Class Member.

20 4.4 **Objections.** Participating Class Members, except for the Class Representatives,
21 may object to the Settlement in person at the Final Approval Hearing and/or in writing.
22 Participating Class Members, except for the Class Representatives, will have until the Response
23 Deadline to mail a written objection to the Settlement and/or a notice of intent to appear at the
24 Final Approval Hearing, which must be mailed to the Settlement Administrator. Only Settlement
25 Class Members who have not filed an Opt-Out Request (Participating Class Members) may object
26 to the Settlement. The written objection should state the Participating Class Member’s name and
27 address and describe the reason(s) why the Participating Class Member objects to the Settlement
28 and include or attach any documents upon which the objection is based. The Parties and their

1 counsel agree that they will not solicit, encourage, counsel or advise any individual to object to
2 the Settlement.

3 **4.5 Eligible Workweek and Eligible Pay Period Disputes.** Participating Class
4 Members and PAGA Members may dispute their Eligible Workweeks and Eligible Pay Periods if
5 they believe they worked for more Eligible Workweeks or Eligible Pay Periods in the Class
6 Settlement Period or PAGA Settlement Period than stated on their Notice of Settlement.
7 Participating Class Members and PAGA Members may do this by submitting information to the
8 Settlement Administrator in writing no later than the Response Deadline. The Settlement
9 Administrator will jointly work with Class Counsel and Defendant's Counsel to resolve the
10 dispute in good faith. If the Parties cannot agree on the Eligible Workweeks or Eligible Pay
11 Periods to be credited to that Participating Class Member or PAGA Member, the Court shall
12 make the final decision based on the information presented by the individual and the Parties.

13 **4.6 Certification Reports by the Settlement Administrator.** The Settlement
14 Administrator will, on a weekly basis during and for a reasonable period following distribution of
15 the Notice of Settlement, provide updates to Class Counsel and Defendant's Counsel as to the
16 number of persons in the Settlement Class who submitted (i) valid Opt-Out Requests; (ii) written
17 Objections, and (iii) Eligible Workweeks or Eligible Pay Period disputes. All written objections
18 shall be provided to the Parties' counsel within 2 days of receipt by the Settlement Administrator.
19 To the extent practicable, the weekly updates shall also provide updated data on the extent of
20 Notices of Settlement that are returned undeliverable and any re-mailing efforts.

21 **4.7 Nullification of Settlement.** Defendant shall have the sole right to void and
22 withdraw from this Settlement if at any time prior to the Final Approval Date: (a) five percent
23 (5%) or more of all Settlement Class Members submit timely and valid Opt-Out Requests ; or (b)
24 the Settlement is construed in such a fashion that Defendant would be required to pay more than
25 the Gross Settlement Amount, exclusive of Defendant's share of the employer payroll taxes,
26 subject to section 3.3.2; or (c) the Court does not certify the Settlement Class, or does not certify a
27 class releasing all of the Released Class Claims defined in this Stipulation, or does not approve
28 the PAGA settlement including the release of the Released PAGA Claims, or otherwise makes an

1 order inconsistent with any of the material terms (as determined by Defendant) of this Settlement;
2 or (d) Plaintiffs or Class Counsel materially breach the Settlement. For Defendant to rescind the
3 Settlement under subsection (a) if five percent or more of Settlement Class Members submit valid
4 Opt-Out Requests, then Defendant shall make its election within ten (10) calendar days after the
5 Settlement Administrator notifies the Parties of the total number of Requests for Opt-Outs
6 received, which the Settlement Administrator shall do within ten (10) calendar days after the
7 Response Deadline. If Defendant exercises this right to rescind the Settlement under subsection
8 (a), it shall pay all reasonable settlement administration costs incurred by the Settlement
9 Administrator to that date.

10 4.8 Final Approval and Entry of Final Judgment

11 4.8.1 Prior to the Final Approval Hearing, Plaintiffs will move the Court for
12 entry of an “Order of Final Approval” and associated entry of Judgment: (a) certifying the
13 Settlement Class for Settlement purposes only, (b) finding the Settlement fair, reasonable,
14 adequate, and in the best interests of the Participating Class Members, (c) approving the PAGA
15 Payment to the LWDA and the PAGA Members; (d) approving Class Counsel’s application for
16 an award of attorneys’ fees and costs, (e) approving the Class Representative’s application for an
17 Enhancement Award, (f) approving the payment of reasonable Settlement Administration Costs,
18 and (g) releasing and barring any further Released Class Claims by Participating Class Members
19 and Released PAGA Claims by or on behalf of the PAGA Members. Plaintiffs will provide the
20 motion for final approval to Defendant for its review and comment at least seven days before
21 filing. The Parties and their respective counsel shall make all reasonable efforts to secure entry of
22 the Order of Final Approval. The proposed Order of Final Approval and the associated proposed
23 Judgment shall be filed with the Court with the motion for final approval, or as otherwise directed
24 by the Court.

25 4.8.2 Class Representatives and Class Counsel shall be responsible for justifying
26 the amount of the Enhancement Awards and attorneys’ fees and costs to the Court, and they agree
27 to submit, as appropriate, the necessary materials to justify these payments. If the Court (or any
28 appellate court) awards less than the amount requested for attorneys’ fees and/or costs, or less

1 than the amount requested for the Enhancement Awards for the Class Representatives, only the
2 awarded amounts shall be paid and shall constitute satisfaction of the obligations of Defendant
3 under this Stipulation.

4 4.8.3 If an appeal results in an order materially modifying, setting aside, or
5 vacating any portion of the Stipulation, with the exception of any modification of the amount of
6 attorneys' fees or costs to be paid to Class Counsel, or the amount of the Enhancement Awards
7 paid to the Class Representatives, each party adversely impacted by the order shall have the right
8 to treat such order as an event preventing Final Approval. To exercise this right, the party must
9 inform the other party and the Settlement Administrator, in writing, of the exercise of this right,
10 within ten (10) calendar days of receiving notice of any order modifying, setting aside, or
11 vacating any portion of the Stipulation. Before any Party elects to exercise its right to treat such
12 order as an event permanently preventing Final Approval, that Party must meet and confer in
13 good faith with the other Party to determine if an agreement can be reached modifying this
14 Settlement to the mutual satisfaction of the Parties.

15 4.8.4 If the Final Approval does not occur, or if this Stipulation is terminated or
16 canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have reverted to
17 their respective status as of the date and time immediately prior to the execution of this
18 Stipulation. In such an event, if the Stipulation is not approved by the Court substantially in the
19 form agreed to by the Parties, or if the Settlement set forth in the Stipulation is terminated,
20 cancelled, declared void, or fails to become effective in accordance with its terms, or if the
21 Judgment does not become a Final Judgment, or if the Final Approval Date does not occur, this
22 Stipulation (except for those provisions relating to non-admission, denial of liability set forth
23 herein, and the confidentiality agreements entered into by the Parties) shall be deemed null and
24 void, its terms and provisions shall have no further force and effect and shall not be used in this
25 Actions or in any other proceeding for any purpose, and any Judgment or order entered by the
26 Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.
27 Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or
28 reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs

1 to be paid by Defendant to Class Counsel, or reducing the amount of the Enhancement Awards
2 paid to the Class Representatives, shall constitute grounds for cancellation or termination of the
3 Stipulation, or grounds for limiting any other provision of the Judgment.

4 **4.9 Funding and Distribution of the Settlement Proceeds**

5 4.9.1 Within ten (10) calendar days after the Effective Date, Defendant shall pay
6 the Gross Settlement Amount into the Qualified Settlement Fund set up, held, and controlled by
7 the Settlement Administrator.

8 4.9.2 Within ten (10) calendar days after Defendant funds the Qualified
9 Settlement Fund, the Settlement Administrator shall issue Individual Settlement Payments to
10 Participating Class Members, Individual PAGA Payments to the PAGA Members, the LWDA
11 PAGA Payment to the LWDA, the Court-approved attorneys' fees and costs to Class Counsel,
12 and the court-approved Enhancement Awards to Class Representatives.

13 4.9.3 The Settlement Administrator shall keep counsel for the Parties apprised of
14 all distributions from the Qualified Settlement Account and upon completion of administration of
15 that portion of the Settlement, the Settlement Administrator shall provide written certification,
16 under penalty of perjury, of such completion to the Court and counsel for all Parties.

17 4.9.4 Upon completion of administration of the Settlement, the Settlement
18 Administrator shall provide written certification, under penalty of perjury, of such completion to
19 the Court, Class Counsel and Defendant's Counsel.

20 **4.10 Uncashed Checks.** After one hundred and eighty (180) calendar days of issuance,
21 funds from undeposited Individual Settlement Payment and Individual PAGA Payment checks
22 will be held by the Settlement Administrator. Even if a Participating Class Member or PAGA
23 Member does not cash or deposit his or her settlement payment check(s) within one-hundred
24 eighty (180) calendar days of issuance, the Stipulation of Settlement, including its release, will be
25 binding on that Participating Class Member or PAGA Member. After the 180 days has expired,
26 the Settlement Administrator shall void the uncashed settlement checks and the amount of the
27 uncashed settlement payments shall be transmitted to the State of California, to be held and
28 disposed of by the Controller in accordance with California's Unclaimed Property Law,

1 California Civil Code § 1500 *et seq.*, for the benefit of the Participating Class Members and
2 PAGA Members who did not cash the settlement checks until such time that they claim their
3 property. The payment by the Settlement Administrator will be made within 30 days of
4 expiration of the check void date. The Parties agree that this disposition results in no “unpaid
5 residue,” as the entire Net Settlement Amount will be paid out to Participating Class Members,
6 whether or not they timely cash their Individual Settlement Payments.

7 **5. MISCELLANEOUS PROVISIONS**

8 **5.1 This Settlement is Fair, Adequate and Reasonable.** The Parties believe this
9 Settlement is a fair, adequate and reasonable settlement of the Actions and have arrived at this
10 Settlement in arms-length negotiations, taking into account all relevant factors, present and
11 potential.

12 **5.2 Invalidity of Any Provision.** Before declaring any provision of this Stipulation
13 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
14 consistent with applicable precedents so as to define all provisions of this Stipulation valid and
15 enforceable. Should the Court deem any clause or provision of this Stipulation be invalid, illegal,
16 or unenforceable, it shall first attempt to modify or reform it as minimally necessary to be valid,
17 lawful, and enforceable.

18 **5.3 No Admission.** Neither the acceptance nor the performance by Defendant of the
19 terms of this Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed
20 to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the
21 allegations in the Complaint, the representative character of the Actions, the validity of any of the
22 claims that were or could have been asserted by Plaintiffs, Settlement Class Members and/or
23 PAGA Members in the Actions, or of any liability or guilt of Defendant or the Released Parties in
24 the Actions. Nothing in this Stipulation shall be construed to be or deemed an admission by
25 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, Settlement
26 Class Members, PAGA Members or any other person, and Defendant specifically disclaims any
27 liability, culpability, negligence, or wrongdoing toward Plaintiffs, Settlement Class Members,
28 PAGA Members and any other person. Each of the Parties has entered into this Stipulation with

1 the intention to avoid further disputes and litigation with the attendant inconvenience, expenses,
2 and contingencies.

3 **5.4 Cooperation.** The Parties agree to cooperate fully with one another to accomplish
4 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
5 execution of such other documents and the taking of such other action as may reasonably be
6 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise
7 reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that
8 may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms
9 set forth herein.

10 **5.5 Privacy of Documents and Information.** Plaintiff and Class Counsel agree that
11 none of the documents and information provided to them by Defendant in connection with the
12 Actions and this Settlement shall be used for any purpose (including in any other litigation) other
13 than this Settlement of the Actions.

14 **5.6 Notices.** Unless otherwise specifically provided herein, all notices, demands, or
15 other communications given hereunder shall be in writing and shall be deemed to have been duly
16 given as of the third business day after mailing by United States certified mail, return receipt
17 requested, addressed as follows:

18 **To the Class Counsel:**

19 Raymond P. Boucher
20 Shehnaz M. Bhujwala
21 Alexander Gamez
22 Boucher LLP
23 21600 Oxnard Street, Suite 600
24 Woodland Hills, California 91367-4903

25 Garen Majarian
26 Majarian Law Group, APC
27 18250 Ventura Blvd.
28 Tarzana, CA 91356

 Samuel A. Wong
 Kashif Haque
 Jessica L. Campbell
 Carolyn M. Bell
 Aegis Law Firm, PC
 9811 Irvine Center Drive, Suite 100
 Irvine, California 92618

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2 **To Defendant:**

3 Sarah Zenewicz
4 Morgan, Lewis & Bockius LLP
 One Market, Spear Street Tower
 San Francisco, California 94105-1126

5 5.7 **Drafting.** The Parties hereto agree that the terms and conditions of this
6 Stipulation of Settlement are the result of lengthy, intensive, arm's-length negotiations between
7 the Parties and that this Stipulation shall not be construed in favor of or against any party by
8 reason of the extent to which any party or its counsel participated in the drafting of this
9 Stipulation.

10 5.8 **Publicity.** Neither Plaintiffs nor Class Counsel shall issue any press release or
11 announcement of any kind related in any way to the settlement. Plaintiffs and Class Counsel
12 agree that, prior to seeking preliminary approval of the settlement, they will keep the terms of the
13 settlement confidential. From and after preliminary approval of the settlement, Plaintiffs and
14 Class Counsel may: (1) as required by law; (2) as required under the terms of the settlement; or
15 (3) as required under counsel's duties and responsibilities as class counsel, comment regarding
16 the specific terms of the settlement. In all other cases, Plaintiffs and Class Counsel agree to limit
17 their statements regarding the terms of the settlement, whether oral, written or electronic
18 (including the world wide web), to say the Actions have been resolved and that Plaintiffs and
19 Class Counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to
20 interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class
21 Counsel, including but not limited to, communicating with Settlement Class Members regarding
22 the Settlement, and nothing shall prohibit Class Counsel from referring to the Settlement in
23 adequacy of counsel declarations or related court filings.

24 5.9 **No Exclusion by Class Representatives.** The Class Representatives, by signing
25 this Stipulation, are bound by the terms herein and further agree not to request to be excluded
26 from the Settlement and not to object to any terms of this Stipulation. Any such request for
27 exclusion or objection shall therefore be void and of no force or effect. Class Counsel and the
28 Class Representatives waive any right to file any challenge to the terms of this Stipulation.

1 **5.10 Modification.** This Stipulation may not be changed, altered, or modified, except
 2 in writing signed by the Parties hereto and approved by the Court. This Stipulation may not be
 3 discharged except by performance in accordance with its terms or by a writing used by the Parties
 4 hereto.

5 **5.11 Binding on Successors.** This Stipulation shall be binding upon and inure to the
 6 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
 7 successors, and assigns.

8 **5.12 Execution in Counterparts.** This Stipulation shall become effective upon its
 9 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and
 10 execution of counterparts shall have the same force and effect as if all Parties had signed the same
 11 instrument.

12 **5.13 Jurisdiction.** The Court shall retain jurisdiction with respect to the
 13 implementation and enforcement of the terms of the Stipulation, and all Parties hereto submit to
 14 the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied
 15 in the Stipulation. Any action to enforce this Stipulation shall be commenced and maintained
 16 only in the Court.

17 **5.14 Headings.** Paragraph titles or captions contained in the Stipulation are inserted as
 18 a matter of convenience and for reference, and in no way define, limit, extend, or describe the
 19 scope of this Stipulation, or any provision thereof.

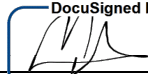
20 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and
 21 their duly authorized attorneys, as of the day and year herein set forth.

22 **AGREED AND UNDERSTOOD.**

23 Dated: _____, 2023 PLAINTIFF RICARDO PEREZ RUELAS

24
 25 _____
 Ricardo Perez Ruelas

26 Dated: 04/17/2023, 2023 PLAINTIFF AHMAD ODEH ALJABER

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Ahmad Odeh Aljaber

1 Dated: _____, 2023

DEFENDANT GOLDEN STATE LUMBER, INC.

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4 By: Jessica Scerri, Chief Executive Officer

5 **APPROVED AS TO FORM:**

6 Dated: April 21, 2023

BOUCHER, LLP

7
8 By: _____

Alex Gamez

Counsel for Plaintiff Ricardo Perez Ruelas

10 MAJARIAN LAW GROUP, APC

11 Dated: 4/21/2023, 2023

12 By: _____

DocuSigned by:

Garen Majarian

41D9CE1A9D1E417

Garen Majarian

Counsel for Plaintiff Ricardo Perez Ruelas

14 AEGIS LAW FIRM, PC

15 Dated: _____, 2023

16 By: _____

Kashif Haque

Carolyn M. Bell

Counsel for Plaintiff Ahmad Odeh Aljaber

18 MORGAN, LEWIS & BOCKIUS LLP

20 Dated: _____, 2023

21 By: _____

Sarah Zenewicz

Attorneys for Defendant

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Dated: _____, 2023

DEFENDANT GOLDEN STATE LUMBER, INC.

By: _____
Jessica Scerri, Chief Executive Officer

APPROVED AS TO FORM:

Dated: _____, 2023

BOUCHER, LLP

By: _____
Alex Gamez
Counsel for Plaintiff Ricardo Perez Ruelas

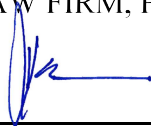
MAJARIAN LAW GROUP, APC

Dated: _____, 2023

By: _____
Garen Majarian
Counsel for Plaintiff Ricardo Perez Ruelas

AEGIS LAW FIRM, PC

Dated: April 17, 2023

By:  _____
Kashif Haque
Carolyn M. Bell
Counsel for Plaintiff Ahmad Odeh Aljaber

MORGAN, LEWIS & BOCKIUS LLP

Dated: _____, 2023

By: _____
Sarah Zenewicz
Attorneys for Defendant

1 April 19, 2023 | 4:37 PM PDT
2 Dated: _____, 2023

DEFENDANT GOLDEN STATE LUMBER, INC.

DocuSigned by:

Jessica Scerri

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By: Jessica Scerri, Chief Executive Officer

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4
5 **APPROVED AS TO FORM:**

6 Dated: _____, 2023

BOUCHER, LLP

7
8 By: _____

Alex Gamez

Counsel for Plaintiff Ricardo Perez Ruelas

9
10 MAJARIAN LAW GROUP, APC

11 Dated: _____, 2023

12 By: _____

Garen Majarian

Counsel for Plaintiff Ricardo Perez Ruelas

13
14 AEGIS LAW FIRM, PC

15 Dated: _____, 2023

16 By: _____

Kashif Haque

Carolyn M. Bell

Counsel for Plaintiff Ahmad Odeh Aljaber

17
18 MORGAN, LEWIS & BOCKIUS LLP

19 April 19, 2023 | 8:04 PM EDT

20 Dated: _____, 2023

21 By: _____

DocuSigned by:

Sarah Zenewicz

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Sarah Zenewicz
Attorneys for Defendant

EXHIBIT 1

Ricardo Perez Ruelas v. Golden State Lumber, Inc.
Ahmad Mohammad Odeh Aljaber v. Golden State Lumber, Inc.
Sonoma County Superior Court Case Nos. SCV-270593 and SCV-270644S

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

To: All current and former California non-exempt employees of Golden State Lumber, Inc. (“Defendant”), who worked at any time between October 17, 2017, and March 27, 2023 (the “Settlement Class”).

SETTLEMENT CLASS MEMBERS ARE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS SETTLEMENT AND MAY ALSO BE ELIGIBLE TO RECEIVE PAYMENT FROM THE PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the settlement. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself (“opt out”) of the class portion of the settlement. If you exclude yourself from the class settlement, then you will not receive any payment from the Net Settlement Amount (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendant about the legal claims in this case. However, if you are a PAGA Member (defined below), then even if you exclude yourself from the class settlement, you will still receive a portion of the PAGA settlement and will be bound by the release of PAGA claims.
OBJECT IN WRITING	Write to the Court if you think the settlement is not fair.
OBJECT AT A HEARING	Ask to speak in Court about why you think the settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANT WILL NOT RETALIATE IN ANY MANNER AGAINST ANY SETTLEMENT CLASS MEMBER FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. What is this Notice about?

The purpose of this Notice is to inform you of the settlement of two related class and PAGA actions filed in Sonoma County Superior Court on behalf of all current and former California non-exempt employees of Defendant.

Plaintiff Ricardo Perez Ruelas initiated his class and representative lawsuit on April 13, 2022, by filing a Class Action Complaint in Sonoma County Superior Court. Plaintiff Ahmad Mohammad Odeh Aljaber initiated his class and representative lawsuit on April 18, 2022, by filing a Class Action Complaint in Sonoma Superior Court. Plaintiff Ruelas and Plaintiff Aljaber filed a Consolidated Class and Representative Complaint alleging causes of action for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay for all hours worked; (4) failure to provide meal periods and pay meal period premiums; (5) failure to provide rest breaks and pay rest period premiums; (6) failure to provide accurate itemized wage statements; (7) failure to timely pay wages during employment; (8) failure to reimburse all business expenses; (9) failure to timely pay all wages due upon separation of employment; (10) violation of Business and Professions Code sections 17200, *et seq.*; and (11) enforcement of Labor Code section 2698, *et seq.* (“PAGA”). These lawsuits are referred to in this Notice as the “Actions.”

Defendant denies all allegations in the Actions and contends that it has fully complied with federal, state and local wage and hour laws. The settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class or representative treatment.

On January 27, 2023, Plaintiffs and Defendant attended a private mediation with an experienced wage and hour mediator. Through arms-length negotiations, the Parties reached a class and PAGA settlement subject to Court approval, which is summarized in this Notice.

2. Why did I get this Notice?

You received this Notice because records identify you as a Settlement Class Member during the period between October 17, 2017, and March 27, 2023 (the “Class Settlement Period”). The Settlement will resolve Settlement Class Members’ claims, summarized above, during the Class Settlement Period. The Settlement will also resolve claims for civil penalties under the California Private Attorneys’ General Act (“PAGA”). You may also be a “PAGA Member” if you worked for Defendant during the period from December 23, 2020, through March 27, 2023 (the “PAGA Settlement Period”).

The purpose of this notice is to explain the Actions, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the California Superior Court for Sonoma County, and the Actions are known as *Ricardo Perez Ruelas v. Golden State Lumber, Inc.*, Case No. SCV-270593 and *Ahmad Mohammad Odeh Aljaber v. Golden State Lumber, Inc.*, Case No. SCV-270644S. The Court held a hearing on [REDACTED], 2023, and the Judge Bradford J. DeMeo preliminarily approved this Settlement and directed that you and the rest of the Settlement Class receive this Notice.

The Court will hold a Final Approval hearing concerning the Settlement on [REDACTED], 2023 at [REDACTED], in Sonoma County Superior Court, Courtroom 17, Empire College Annex, 3035 Cleveland Avenue, Suite 200, Santa Rosa, CA 95403. The Final Approval Hearing may be continued to another date without further notice.

3. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Defendant or made any decision as to whether this case could proceed on a class or representative basis. There was no trial, nor has the Court made any decisions on the merits. Instead, both sides agreed to a no-fault settlement of the Actions after engaging in arms-length negotiations through a private mediation.

4. Who are the Attorneys for the Settlement Class and the PAGA Members?

The Court has appointed Class Counsel to represent the Settlement Class and the PAGA Members in connection with this Settlement, Boucher LLP, 21600 Oxnard Street, Suite 600, Woodland Hills, CA 91367, (818) 340-5400, Majarian Law Group, APC, Tarzana, CA 91356, (818) 263-7343, and Aegis Law Firm, PC, 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618, (949) 379-6250.

THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$1,041,093.00 (referred to as the “Gross Settlement Amount”). From the Gross Settlement Amount, Class Counsel will apply to the Court for: attorneys’ fees of one-third of the Gross Settlement Amount, which is \$347,031.00 and up to \$30,000 in costs; Class Representative Enhancement Awards of \$10,000 to each Plaintiff for their work and efforts prosecuting this case, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome of the Actions) and for signing a general release of any claims they may have against Defendant; a \$40,000 payment as settlement for claims for civil penalties under PAGA (the “PAGA Payment”), of which 75% will go to the California Labor Workforce Development Agency (“LWDA”) and 25% will be divided among the PAGA Members as described below; and Settlement Administration Costs to Phoenix Class Action Administration Solutions, estimated at \$12,500. The exact amount of the attorneys’ fees, litigation costs, Class Representative Enhancement Awards, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Gross Settlement Amount is the “Net Settlement Amount,” which is currently estimated to be approximately \$591,562.00. The Net Settlement Amount will be apportioned and paid out as Individual Settlement Payments to the Participating Class Members, who are the Settlement Class Members who do not request to be excluded (“opt out”) from the Settlement.

6. How will the Individual Settlement Payments to Participating Class Members be calculated?

Participating Class Members will receive Individual Settlement Payments from the Net Settlement Amount. **A claim form is not required to become a Participating Class Member.**

Settlement Class Members who opt out of the class settlement will not become Participating Class Members and will not receive Individual Settlement Payments and will not be bound by the class portion of this Settlement. No amount of the Gross Settlement Amount will revert to Defendant, even if Settlement Class Members choose to opt out of the Settlement. In the event that any Settlement Class Member chooses to opt out of the Settlement, the Individual Settlement Payments that would have been apportioned to that individual will instead be distributed to the Participating Class Members.

Each Participating Class Member’s Individual Settlement Payment will be a pro rata share of the Net Settlement Amount based on the number of workweeks that each Participating Class Member worked for Defendant during the Class Settlement Period (from October 17, 2017, to March 27, 2023) (“Eligible Workweeks”) as a proportion of all Eligible Workweeks for all Participating Class Members.

All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 40% of each Individual Settlement Payment reflects a compromise of claims for alleged unpaid

wages; 60% of each Individual Settlement Payment reflects a compromise of claims for alleged interest, penalties and unreimbursed expenses. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings and will be reported on an IRS Form W-2. Participating Class Members will receive an IRS Form 1099 for the portion of the Individual Settlement Payment attributable to alleged interest, penalties and unreimbursed expenses if required by law. Participating Class Members will be responsible for correctly characterizing the Individual Settlement Payment for tax purposes and paying taxes due, if any.

Your total estimated Eligible Workweeks is [REDACTED]. Based on that, your anticipated approximate Individual Settlement Payment is [REDACTED].

7. How will the PAGA Payment be allocated to the LWDA and PAGA Members?

The Parties will ask the Court to approve the \$40,000 PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or \$30,000, will be paid to the LWDA. The remaining 25% of the PAGA Payment, or \$10,000, will be distributed to the PAGA Members as Individual PAGA Payments.

Not all Settlement Class Members are PAGA Members who are entitled to an Individual PAGA Payment. If you are a PAGA Member, you are entitled to receive an Individual PAGA Payment; no claim form is required. Because PAGA Members cannot opt out of the PAGA settlement, if you are a PAGA Member and you opt out of the class settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA settlement.

Each PAGA Member's Individual PAGA Payment will be a pro rata share of the 25% of the PAGA Payment to be distributed to PAGA Members. It will be based on the number of pay periods that each PAGA Member worked for Defendant during the PAGA Period (from December 23, 2020, to March 27, 2023) ("Eligible Pay Periods") as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099, if required by law.

Your total estimated Eligible Pay Periods is [REDACTED]. Based on that, your anticipated approximate Individual PAGA Payment is [REDACTED].

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Settlement Payment and Individual PAGA Payment (if any) after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email or phone at [REDACTED] if you need to update your contact information.

9. What do I do if I believe my Eligible Workweeks or Eligible Pay Periods are incorrect?

If you believe the Eligible Workweeks and Eligible Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [REDACTED], 2023. [45 days within mailing of Notice]. You should include any

documents or other information which supports what you believe support that you worked a different number of Eligible Workweeks or Eligible Pay Periods.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

10. **What am I giving up to get an Individual Settlement Payment?**

If the Court approves this Settlement, and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be a part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the claims described below:

Released Class Claims: As of the Effective Date of the Settlement, the Participating Class Members who do not timely opt out of the Class Settlement will release Defendant and each of its former and present directors, officers, shareholders, owners, members, employees, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries and affiliates (the “Released Parties”) from all claims, rights, demands, liabilities and causes of action that were alleged, or reasonably could have been alleged based on the facts alleged in any of the complaints filed in the Actions, including causes of action for: ((1) failure to pay minimum wages for all hours worked; (2) claims related to the regular rate calculation; (3) failure to pay overtime compensation; (4) failure to provide meal periods and pay meal period premiums; (5) failure to authorize and permit rest breaks and pay rest period premiums; (6) failure to indemnify necessary business expenses; (7) failure to timely pay all final wages during employment and at termination; (8) failure to provide accurate itemized wage statements; (9) unfair and unlawful competition based on the Labor Code violations alleged in (1)-(9); and (10) all claims for interest, penalties, attorneys’ fees, costs and any other monetary relief based upon the claims described above and including, but not limited to, pursuant to Labor Code §§ 210, 218.5, 218.6, Code of Civil Procedure §1021.5, and/or Civil Code §§ 3287(b) and 3289. (the “Released Class Claims”).

11. **What PAGA Claims are released by this Settlement?**

If the Court approves this Settlement, then the PAGA Members will fully and finally release the Released Parties from all claims for civil penalties and attorneys’ fees and costs under PAGA asserted in any of the complaints filed in the Actions and included in the PAGA letters provided to the LWDA, and all claims for civil penalties and attorneys’ fees and costs under PAGA that could have been asserted in the Actions, including but not limited to claims for violations of the California Labor Code for (1) failure to pay minimum wages for all hours worked; (2) claims related to the regular rate calculation; (3) failure to pay overtime compensation; (4) failure to provide meal periods and pay meal period premiums; (5) failure to authorize and permit rest breaks and pay rest period premiums; (6) failure to indemnify necessary business expenses; (7) failure to timely pay all final wages during employment and at termination; (8) failure to provide accurate itemized wage statements; (9) failure to provide sick leave or pay sick leave at the correct rate; and (10) violations of or claims for civil penalties under Labor Code sections 201, 202, 203, 204, 226.3, 226.7, 246, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

12. How do I exclude myself (“opt out”) of the class portion of the Settlement?

If you wish to pursue your own separate lawsuit against any of the Released Parties for any claims covered by the Released Class Claims, or if you otherwise wish not to participate in the class settlement for whatever reason, you should exclude yourself from the class settlement (that is, “opt out” of the class portion of the Settlement). However, you cannot opt out of the PAGA portion of the settlement. Those who opt out of this Settlement and who are also PAGA Members will still be bound by the release of PAGA in this Settlement and will receive an Individual PAGA Payment.

To opt out of the class portion of the Settlement and the Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include the case name and number, your name, address, and last four digits of your social security number, must be signed by you, and must reasonably communicate your election to be excluded from the class Settlement. The letter must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before [REDACTED], 2023. *[45 days within mailing of Notice]* Opt-out requests postmarked after the deadline will be invalid.

[Settlement Admin address]

13. If I don’t exclude myself from the class settlement, can I sue Defendant for the same thing?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the Released Class Claims. If you have a claim or lawsuit already filed against Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately.

You cannot exclude yourself from the PAGA portion of the Settlement and you cannot sue the Released Parties for the Released PAGA Claims later if this Settlement is approved.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not agree with the Settlement or believe it is not fair?

If you do not think the Settlement is fair, then you can object to some or all aspects of the Settlement. Even if you object, if the Court approves the Settlement, then you will still receive an Individual Settlement Payment. Unless you opt-out of the class portion Settlement and you will be bound by Released Class Claims. You can either object to the Settlement in person at the Final Approval Hearing, or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], 2023, at the following address:

[Settlement Admin Address]

The written objection should state your name, address, and describe all legal and factual reasons that you object to the terms of the settlement. You should also include or attach any documents upon which your objection is based.

THE FINAL APPROVAL HEARING WITH THE COURT

15. When and where will the Court decide whether to grant final approve the settlement?

The Court will hold a Final Approval hearing on [REDACTED], 2023 at [REDACTED], in Sonoma County Superior Court, Courtroom 17, Empire College Annex, 3035 Cleveland Avenue, Suite 200, Santa Rosa, CA 95403. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representatives' Enhancement Awards, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Settlement Class Members. However, any Settlement Class Member who has filed a Notice of Intention to Appear at the Final Fairness hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

17. Whom may I contact if I have questions about the settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, Phoenix Class Action Administration Solutions by calling toll free 1-800-[REDACTED], or you can write to [Admin at Address].

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S MANAGERS, SUPERVISORS, OR ATTORNEYS FOR INFORMATION.