

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Joint Stipulation and Settlement Agreement is between Plaintiff Christopher Ramirez (“Plaintiff” or “Plaintiff Ramirez”) on behalf of himself and others members of the public similarly situated, and other allegedly aggrieved employees and Defendant Threshold Enterprises, LTD. (“Defendant”).

I. DEFINITIONS

In addition to the other terms defined in this Joint Stipulation and Settlement Agreement, the terms below have the following meaning:

- A. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement currently estimated at \$16,750 but will not exceed \$20,000 and shall be paid from the Qualified Settlement Fund.
- B. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- C. **Attorney Fee Award**: The amount, not to exceed thirty-five percent (35%) of the Gross Settlement Amount or \$525,000.00, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant.
- D. **Case or Class Action**: The lawsuit originally filed by Plaintiff on January 7, 2022, entitled *Christopher Ramirez v. Threshold Enterprises, LTD.*, Case No. 22CV00051, in the Superior Court of California, County of Santa Cruz.
- E. **Class**: All current and/or former hourly paid, non-exempt persons employed by Defendant in California at any time since July 12, 2017, through and including February 10, 2023.
- F. **Class Counsel**: Douglas Han, Shunt Tatavos-Gharajeh, and Halina Szymanski of Justice Law Corporation.
- G. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- H. **Class Notice or Notice**: The “Notice of Class Action Settlement” or “Notice” shall mean the notice to be provided to all Class Members regarding the terms of this Settlement, substantially like the form attached hereto as **Exhibit A**, subject to Court approval.
- I. **Class Period**: The time period from July 12, 2017, through and including February 10, 2023.

- J. Class Representatives or Plaintiff:** Christopher Ramirez.
- K. Class Representative Enhancement Payment:** The amount the Court awards to Plaintiff for their services as Class Representatives, which will not exceed \$10,000.00 to Plaintiff Ramirez. This payment shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Class Representative Enhancement Payment is subject to the approval of the Court.
- L. Complaint:** The wage-and-hour class action complaint filed by Plaintiff on January 7, 2022 along with the First Amended Complaint filed by Plaintiff on March 29, 2022.
- M. Cost Award:** The amount that the Court awards Class Counsel for payment of actual litigation costs, not to exceed \$20,000. The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Cost Award is subject to Court approval.
- N. Counsel for Defendant:** Attorneys Angela J. Rafoth, and Samlecia D. Gaye of Littler Mendelson, P.C.
- O. Court or Superior Court:** The Superior Court of California, County of Santa Cruz.
- P. Defendant:** Threshold Enterprises, LTD.
- Q. Effective Final Settlement Date:** The Effective Final Settlement Date means the date by which all of the following have occurred:
1. This Agreement and the contemplated settlement receive final approval from the Court; and
 2. The Judgment becomes Final, which means the last of the following dates, as applicable:
 - a. The first business day following the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - b. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- R. Eligible PAGA Employees:** The employees eligible to recover the PAGA Payment that consist of all current and/or former hourly paid, non-exempt persons employed by Defendant in California at any time since December 10, 2020, through and including February 10, 2023 (“PAGA Period”).

- S. **Exclusion Form**: The Election Not to Participate In (“Opt Out” From) Class Action Settlement, substantially like the form attached hereto as **Exhibit B**, subject to Court approval.
- T. **Final Approval, Final Approval Order, Judgment or Final Judgment**: “Final Approval” or “Final Approval Order” means the final order entered by the Court following the Final Fairness and Approval Hearing. “Judgment” or “Final Judgment” means the final judgment entered by the Court following the Final Fairness and Approval Hearing.
- U. **Gross Settlement Amount**: The total value of the Settlement is a non-reversionary \$1,500,000.00. This is the gross, all-inclusive, amount Defendant can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and the Cost Award to Class Counsel for attorneys’ fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs paid to the Settlement Administrator, as approved by the Court; (5) any employer-side payroll taxes due on the portion of the Individual Settlement Shares allocated to wages and (6) the PAGA Payments to the LWDA and to Eligible PAGA Employees, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendant for any reason.
- V. **Individual Settlement Share(s)**: The amount payable to each Participating Class Member from the Net Settlement Amount under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
- W. **LWDA**: California Labor and Workforce Development Agency.
- X. **Net Settlement Amount**: The total amount of money available from the Gross Settlement Amount for distribution to Participating Class Members, which is the Gross Settlement Amount less the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, Administration Costs, employer-side payroll taxes, and the PAGA Payments to the LWDA and Eligible PAGA Employees. The Net Settlement Amount is the portion of the Gross Settlement Amount that will be distributed to Class Members who do not request exclusion from the Settlement.
- Y. **Notice Packet**: The Class Notice and Exclusion Form.
- Z. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698, *et seq.*).

- AA. PAGA Payment:** The PAGA Payment consists of \$80,000.00 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the Complaint. Seventy-five percent (75%) of the PAGA Payment (\$60,000.00) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (\$20,000.00) shall be distributed to Eligible PAGA Employees, on a pro rata basis, as set forth below, subject to the Court's approval. Eligible PAGA Employees shall have no right to exclude themselves from receipt of their allocated portion of the PAGA Payment or from application of the release of PAGA Claims.
- BB. PAGA Released Claims:** PAGA Released Claims means any and all claims, debts, liabilities, demands, actions, or causes of action for civil penalties, interest, and attorneys' fees and costs that are based on, relate to, concern or arise out of any of the allegations that were asserted or which could have been alleged in the Complaint against the Released Parties based on the facts and allegations pleaded in the Complaint and Plaintiff Ramirez' letter sent to the LWDA on December 10, 2021, whether or not specifically delineated as a claim or cause of action in the Complaint. The PAGA Released Claims include all claims for civil penalties based upon or arising out of Defendant's alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide meal and rest breaks and pay all premium pay for noncompliant meal and rest breaks; (3) failure to provide complete and accurate wage statements; (4) failure to timely pay wages during employment and at separation; (5) failure to maintain compliant wage statements; (6) failure to reimburse business-related expenses; (7) failure to accurately calculate and pay sick leave; and (8) claims for civil penalties arising under, related to or based upon alleged violations of Labor Code sections 200, 201, 202, 203, 204, 206, 206.5, 210, 212, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 246-248.3, 300, 510, 512, 551, 552 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, 2800, 2802, Code of Regulations Title 8 section 11040, and/or those arising under applicable Industrial Welfare Commission Wage Orders. The PAGA Released Claims include any claim for attorneys' fees and costs related to the above-referenced released claims. The period of the PAGA Released Claims shall coincide with and extend to the limits of the PAGA Period. Eligible PAGA Employees will still be bound by the release of PAGA Released Claims even if they submit valid and timely Exclusion Forms.
- CC. Participating Class Members:** All Class Members who do not submit valid and timely requests to exclude themselves from the Settlement.
- DD. Parties:** Plaintiff Ramirez, individually and as the Class Representative and PAGA representative, and Defendant Threshold Enterprises, LTD.
- EE. Pay Period(s):** The biweekly period corresponding with Defendant's regularly scheduled biweekly pay periods that start on a Saturday and end on the second

following Friday during which an Eligible PAGA Employee actually performed work for Defendant. This excludes any pay periods when Defendant employed an Eligible PAGA Employee, but the Eligible PAGA Employee performed no work during the pay period due to an absence, vacation, illness, leave of absence, suspension, lack of work, furlough, jury duty, or similar period when an Eligible PAGA Employee performed no actual work for Defendant. A given pay period will be credited as a Pay Period if an Eligible PAGA Employee worked at least one day in the Pay Period.

- FF. Preliminary Approval or Preliminary Approval Order:** The order entered by the Court following the Preliminary Approval Hearing approving the proposed Settlement.
- GG. Qualified Settlement Fund:** A fund within the meaning of Treasury Regulation section 1.46B-1, 26 C.F.R. sections 1.468B-1, *et seq.*, which is established by the Settlement Administrator for the benefit of Participating Class Members, Plaintiff and Class Counsel.
- HH. Released Claims:** The Released Claims means any and all facts, injuries, debts, demands, rights, obligations, losses, damages, costs, attorneys' fees, expenses, interest, restitution, compensation, wages, interest, penalties, causes of action and claims, based on direct or vicarious liability, that are based on, relate to, concern or arise out of any of the allegations that were asserted or which could have been asserted in the Complaint against the Released Parties based on the facts alleged in the Complaint, whether or not specifically delineated as a claim or cause of action in the Complaint. These Released Claims include but are not limited to: (1) failure to pay minimum and overtime wages; (2) failure to provide meal and rest breaks and pay applicable premium pay; (3) failure to provide complete and accurate wage statements; (4) failure to reimburse business expenses; (5) failure to timely pay wages during employment and at separation; (6) failure to maintain compliant wage statements; (7) failure to accurately calculate and pay sick leave; and (8) engaging in unfair business practices. Thus, the Released Claims include claims covered by Labor Code sections 201, 202, 203, 206, 206.5, 212, 218, 218.5, 218.6, 226, 226.7, 246-248.3, 300, 510, 512, 551, 552, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; the Unfair Practices Act, codified at Business & Professions Code sections 17000 *et seq.*; Business & Professions Code sections 17200, *et seq.*; Code of Civil Procedure section 1021.5; and any other applicable provision of the Labor Code or any applicable Industrial Welfare Commission Wage Orders, in all of their iterations to the fullest extent permitted by law. The released claims also include any claim for attorneys' fees and costs related to the above-referenced released claims. The period of the Released Claims shall coincide with and extend to the limits of the Class Period.
- II. Released Parties:** Defendant and each of its respective current, former, and future parent companies, owners, subsidiaries, joint ventures, divisions, and

current and former affiliated or related individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint ventures, and each and all of their respective officers, directors, employees, executors, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, and insurers, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

JJ. Response Deadline: Sixty (60) calendar days from the initial mailing of the Notice Packet, subject to Section III(J)(2)(c).

KK. Settlement Administration: The Settlement Administrator will conduct a skip trace for the addresses of all former employee Class Members. The Settlement Administrator will mail the Notice Packet by first-class U.S. mail to all current employee Class Members at the addresses Defendant has on file for those Class Members and to all former employee Class Members at the addresses obtained via skip trace. The Notice Packet will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt out (exclude themselves) of the Settlement. Any Class Member who does not receive a Notice Packet after the Settlement Administrator has taken the steps outlined above will still be bound by the Settlement and/or Judgment.

LL. Settlement Administrator: The third-party administrator agreed upon by Parties to administer this Settlement, subject to Court approval, is CPT Group.

MM. Workweek(s): A week starting on a Saturday and ending on a Friday in which a Class Member actually performed work for Defendant, excluding any periods when Defendant employed a Class Member, but the Class Member performed no work due to an absence, vacation, illness, leave of absence, suspension, lack of work, furlough, jury duty, or similar period when a Class Member performed no actual work for Defendant. A given week will be credited as a Workweek if a Class Member worked at least one day in the Workweek.

II. RECITALS

A. Procedural History. On January 7, 2022, Plaintiff Ramirez, a former employee of Defendant, filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Santa Cruz, alleging the following violations: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7)

Labor Code section 246 (unpaid sick leave); (8) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (9) Labor Code section 2698, et seq. (Private Attorneys General Act of 2004); and (10) California Business & Professions Code section 17200, et seq.

On December 10, 2021, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated, and the theories supporting his contentions. On March 29, 2022, Plaintiff filed a First Amended Complaint pleading that on or about February 14, 2022, the sixty-five (65) day notice period expired as to all Defendants and the LWDA, and Plaintiff had exhausted his administrative remedies.

After engaging in litigation, exchange of information, and negotiations, the Parties attended mediation for the Class Action on November 7, 2022 with Deborah Crandall Saxe, Esq., that resulted in the settlement of the Complaint. The material terms of the contemplated Settlement were memorialized in a Term Sheet executed by both parties. This Agreement replaces and supersedes that Term Sheet upon its execution by both parties.

- B. Investigation.** Prior to mediation, the Parties conducted significant investigation of the relevant facts and law. Specifically, Defendant provided documents relating to its wage-and-hour policies, practices, and procedures, including those regarding meal and rest periods, overtime, bonus and incentive plans, and other payroll and operational policies. Plaintiff reviewed time records, pay records, and information provided by Defendant relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of Workweeks in the Class Period. Plaintiff interviewed Class Members who worked for Defendant throughout the Class Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.
- C. Mediation.** Plaintiff and Class Counsel have engaged in good faith, arms'-length negotiations with Defendant concerning possible settlement of the claims asserted in the Class Action. Specifically, on November 7, 2022, the Parties participated in a mediation with Deborah Crandall Saxe, Esq. This mediation took place only after the Parties informally exchanged extensive information and data, described in Section II(B) above. After a full day of negotiation, under the auspices of the mediator, the Parties reached a settlement of the Complaint.
- D. Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel also have considered the uncertainty and

risks, the potential outcome, and the difficulties and delays inherent in further litigation. Plaintiff and Class Counsel conducted extensive settlement negotiations, including formal mediation on November 7, 2022. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

- E. Defendant's Reasons for Settlement.** Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Complaint, or that but for the Settlement a class should be certified in the Complaint. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims and PAGA Released Claims.
- F. Defendant's Denial of Wrongdoing.** Defendant and the Released Parties generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Complaint is not appropriate for class or representative treatment. Defendant also asserts several defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Complaint. Neither this Agreement nor any document referred to or contemplated herein, nor any statements, discussions, or communications, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as adequate Class or PAGA Representatives. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.
- G. Plaintiff's Claims.** Plaintiff asserts that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession, or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Complaint. However, if this Settlement is finally approved by the Court, none of Plaintiff, Participating Class Members, Eligible PAGA Employees, or Class Counsel will oppose Defendant's efforts to use this

Agreement to prove that Plaintiff and Participating Class Members and Eligible PAGA Employees have resolved and are forever barred from relitigating the Released Claims and PAGA Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendant is obligated to pay, including employer-side payroll taxes, under this Settlement Agreement is \$1,500,000.00.
- B. Notice to the LWDA.** On December 10, 2021, Plaintiff filed and served his Notice of Labor Code Violations Pursuant to Labor Code section 2699.3. Thus, Plaintiff has satisfied his notice obligations to exhaust his claims under PAGA. Plaintiff will further submit this settlement to the LWDA for review as required by PAGA.
- C. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- D. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. This Stipulation is contingent upon Preliminary and Final Approval and certification of the Class for purposes of this Settlement only. If the Settlement does not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to certification as part of the Settlement shall have no bearing on and shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Class Action or in any other lawsuit or venue. Defendant reserves the right to oppose class certification and/or to proactively move to deny class certification should this Settlement be materially modified, reversed on appeal, or not become final.
- E. Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff shall be appointed as the representative for the Class.
- F. Appointment of Class Counsel.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Class Counsel shall be appointed to represent the Class.
- G. Individual Settlement Share.** Subject to the terms and conditions of this Agreement, and the approval of the Court, the Settlement Administrator will

disburse an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

1. Calculation.

a. Individual Settlement Share Calculation. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (i) the number of Workweeks he or she worked as a non-exempt California employee of Defendant during the Class Period, based on the Class Data (as defined below) provided by Defendant, divided by (ii) the total number of Workweeks worked by any and all Participating Class Members collectively during the Class Period based on the same Class Data, (iii) which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a Workweek for purposes of this calculation. Thus, the value of each Participating Class Member's Individual Settlement Share is tied directly to the number of Workweeks he or she worked during the Class Period. Defendant's records shall control in determining a Participating Class Member's credited number of Workweeks, but Participating Class Members will have the right to challenge the number of workweeks identified for them. The Parties agree that for administrative purposes, and for purposes of allocation of the Net Settlement Amount under this paragraph only, workweeks may, but need not, be determined by determining the number of days between an employee's hire and termination dates, dividing by 7, and rounding up to the nearest whole number. The Parties further agree that where necessary based on the records reasonably necessary, reasonable extrapolation is permitted in order to calculate a Participating Class Member's allocated workweeks. This allocation will not apply to calculating workweeks pursuant to Paragraph N.19.

2. Tax Withholdings. Each Participating Class Member's Individual Settlement Share will be apportioned as follows: one-third (1/3) in compromise of claims for alleged unpaid wages and two-thirds (2/3) in compromise of claims for alleged non-wage amounts including penalties and interest. The amounts paid on account of claims for wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be determined by the Settlement Administrator and reported by W-2 forms issued by the Settlement Administrator. The amounts paid on account of claims for penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be determined by the Settlement Administrator and reported by IRS 1099 forms issued by the Settlement Administrator.

The employees' share of payroll tax withholdings shall be withheld from each person's Individual Settlement Share and paid by the Settlement Administrator to the appropriate taxing authorities. Each Eligible PAGA Employee's portion of the PAGA Payment (as described below) will be allocated as one hundred percent (100%) in compromise of claims for alleged penalties and will be issued an IRS form 1099 if it exceeds \$600.00. Participating Class Members and Eligible PAGA Employees will be responsible for the payment of any additional taxes and penalties assessed on their individual payments and any other obligations resulting from their personal tax reporting, or failure to so report.

H. Settlement Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- 1. To the Plaintiff, Christopher Ramirez.** In addition to his respective Individual Settlement Share and portion of the PAGA Payment, and subject to the Court's approval, Plaintiff Ramirez will receive up to Ten Thousand Dollars (\$10,000.00) as a Class Representative Enhancement Payment. This payment is intended as payment for services rendered to the class and as consideration for an individual general release of all claims including a waiver of Civil Code section 1542 as set forth below. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payments. An IRS Form 1099 will be issued to Plaintiff with respect to their Class Representative Enhancement Payments. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment and shall hold harmless Defendant, Class Counsel, and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. If the Court does not approve the entirety of the application for the Class Representative Enhancement Payment, the Settlement Administrator shall pay whatever amounts the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff, the differences shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members. If the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding, nor will Plaintiff seek, request, or demand an increase in the Gross Settlement Amount on that basis.
- 2. To Class Counsel.** Class Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed thirty-five

percent (35%) or \$525,000.00 of the Gross Settlement Amount and a Cost Award of actual costs incurred, not to exceed \$20,000, as documented by Class Counsel. The Settlement Administrator will pay the Court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorney Fee and Cost Awards. If the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members. If the Court reduces or does not approve the requested Attorney Fee Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding, nor will Plaintiff seek, request, or demand an increase in the Gross Settlement Amount on that basis.

- 3. To the Responsible Tax Authorities.** The Settlement Administrator will withhold the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes. The Settlement Administrator will submit Defendant's portion of payroll tax from the Gross Settlement Amount, along with each person's Individual Settlement Share withholdings, to the appropriate taxing authorities.
- 4. To the Settlement Administrator.** The Settlement Administrator – CPT Group – will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court estimated at \$16,750 but will not exceed \$20,000. This will be paid out of the Qualified Settlement Fund. If the amount of Administration Costs is less than the amount estimated, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members. If the Court does not approve the entire application for the Administration Costs, the Settlement Administrator shall pay to itself whatever amount the Court awards, and neither Defendant nor the Plaintiff shall be responsible for paying the difference between the amount requested and the amount awarded.
- 5. To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.

6. To Eligible PAGA Employees. The Settlement Administrator shall pay each Eligible PAGA Employee from the Qualified Settlement Fund according to his or her proportional share of twenty-five percent (25%) of the PAGA Payment (\$20,000.00), which will be based upon the total number of Workweeks the Eligible PAGA Employee worked as a California hourly-paid, non-exempt employee of Defendant during the PAGA Period. Each individual share will be calculated by: (i) determining the total number of Workweeks during the PAGA Period during which the Eligible PAGA Employee actually worked as California hourly-paid, non-exempt employee of Defendant, (ii) dividing this number by the total number of Workweeks during the PAGA Period during which all Eligible PAGA Employees actually worked (*i.e.*, the sum of all Workweeks when work was performed by all Eligible PAGA Employees), and (iii) multiplying this number by the \$20,000.00 allocated to the Eligible PAGA Employees.

7. To the LWDA. Seventy-five percent (75%) of the PAGA Payment (\$60,000.00) shall be paid to the LWDA.

I. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree, subject to Court approval that CPT Group shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for: (a) preparing, printing, and mailing the Notice Packet to the Class Members; (b) keeping track of any objections or requests for exclusion from Class Members; (c) performing skip traces and re-mailing Notice Packets, Individual Settlement Shares, and portions of the PAGA Payment to Class Members and Eligible PAGA Employees respectively; (d) calculating any and all payroll tax deductions as required by law; (e) calculating each Participating Class Member's Individual Settlement Share and each Eligible PAGA Employee's portion of the PAGA Payment; (f) providing weekly status reports to Counsel for Defendant and Class Counsel, which are to include updates on any objections or requests for exclusion that have been received; (g) mailing Individual Settlement Shares and portions of the PAGA Payment to Participating Class Members and Eligible PAGA Employees, respectively; (h) mailing the LWDA's portion of the PAGA Payment to the LWDA; (i) distributing the Attorney Fee Award and the Cost Award to Class Counsel; (j) printing and providing Class Members, Eligible PAGA Employees, and Plaintiff with W-2 and 1099 forms as required under this Agreement and applicable law; (k) providing a due diligence declaration for submission to the Court upon completion of the Settlement and prior to the Final Approval Hearing; (l) providing any reports or declarations needed in connection with a post-approval compliance hearing; (m) turning over any funds remaining in the Qualified Settlement Fund at the close of the 180-day period as a result of uncashed checks to the California State Controller: Unpaid Wage Fund; and (n) performing other tasks as the Parties mutually agree or the Court may order. The

Parties each represent that they do not have any financial interest in CPT Group or otherwise have a relationship with CPT Group that could create a conflict of interest.

J. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a.** Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and Exclusion Form. Class Counsel will prepare the Motion for Preliminary Approval and will make it available for Counsel for Defendant at least five (5) business days prior to the filing of the Motion for Preliminary Approval and work with Defendant in good faith to make such motion papers acceptable to Defendant. Defendant shall provide any comments to the Motion for Preliminary Approval within three (3) business days of its receipt, or it will be deemed acceptable to Defendant. Defendant may elect to submit additional materials in support of Preliminary Approval.
- b.** At the Preliminary Approval Hearing, Plaintiff will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Notice Packet; and setting the Final Approval Hearing.
- c.** Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, and if the Parties thereafter are unable to agree on changes to the Settlement sufficient to obtain conditional certification of the Class and preliminary approval of the Settlement, then the Settlement will be null and void, and the Parties will have no further obligations under it.
- d.** The amounts of the Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement

Payment shall not operate to terminate or cancel this Agreement. Nothing in this Agreement shall limit Plaintiff or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement Payments.

2. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Notice Packet in accordance with the following procedure:

- a.** Within thirty (30) days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator the following information about each Class Member: (1) first and last names; (2) last known mailing address; (3) Social Security Number; and (4) the number of Workweeks a Class Member worked during the Class Period and/or the Class Member's dates of employment during the Class and PAGA periods, all as reflected in Defendant's records (collectively "Class Data"). The Settlement Administrator will conduct a skip trace for the addresses of all former employee Class Members of Defendant. The Settlement Administrator shall maintain the Class Data and all information contained within the Class Data as private and confidential. Class Counsel shall not have access to the Class Data. The Settlement Administrator shall not distribute or use the Class Data, or any information contained therein, for any purpose other than to administer this Settlement. Within two hundred and ten (210) days after the Effective Final Settlement Date, or such other date as the Court may order, the Settlement Administrator shall destroy all Class Members' personal identifying information received from Defendant and otherwise in connection with the implementation and administration of this Settlement. This provision is necessary to preserve the privacy rights of Class Members and will not impede Class Counsel's ability to discharge their fiduciary duties, including effectuating the terms of this settlement. Furthermore, this confidentiality provision is in the interest of the Class because it will reduce the likelihood of Class Members' personal information being leaked, potentially subjecting them to crimes, such as identity theft.
- b.** The Settlement Administrator shall run all addresses contained in the Class Data through the United States Postal Service National Change of Address Database ("NCOA") (which provides updated addresses for individuals who have moved in the previous four years and who have provided the U.S. Postal Service with a forwarding address) to obtain current address information. The

Settlement Administrator shall mail the Notice Packet to the Class Members via first-class regular U.S. Mail using the most current mailing address information available within fourteen (14) days after the receipt of the Class Data from Defendant.

- c. If a Notice Packet is returned because of an incorrect address, within ten (10) calendar days after receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Notice Packet to the Class Member. The Settlement Administrator will use the NCOA and skip tracing to attempt to find the Class Member's current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing Notice Packets to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice Packet shall be re-mailed to the original address. If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip trace or forwarded mail, will have an additional ten (10) calendar days from the original Response Deadline to postmark a request for exclusion from or objections to the Settlement. The Settlement Administrator shall mark on the envelope whether the Notice Packet is a re-mailed packet.
- d. Class Members may dispute the information provided in their Notice Packets. All such disputes must be in writing, postmarked by the Response Deadline, and sent via first-class regular U.S. mail to the Settlement Administrator. To the extent a Class Member disputes the number of Workweeks with which he or she has been credited or the amount of his or her Individual Settlement Share or portion of the PAGA Payment, the Class Member must produce and submit evidence to the Settlement Administrator showing that such information is inaccurate. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable..
- e. If the Settlement Administrator receives an incomplete or deficient request for exclusion, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and shall provide the Class Member fourteen (14) calendar days with

which to cure the deficiency. However, the provision of a cure period will not extend the Response Deadline. If the Settlement Administrator does not receive a cured request for exclusion, postmarked on or before the last day of the cure period, the Class Member will be determined not to have excluded himself or herself from the Settlement and will be bound by the Settlement.

- f. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Counsel for Defendant of the number of Notice Packets mailed, the number of Notice Packets returned as undeliverable, the number of Notice Packets remailed, and the number of requests for exclusion received.
- g. Within twenty-one (21) calendar days after the latest response date for Class Members who receive remailed Notice Packets, Settlement Administrator will serve a declaration of due diligence setting forth its compliance with its obligations. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval Hearing. If any material changes occur after the date of the filing of Settlement Administrator's declaration of due diligence but before the Final Approval Hearing, the Settlement Administrator will supplement its declaration.

- 3. Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Attorney Fees Payment, Class Counsel Costs Payment, and/or the Class Representative Enhancement Payment may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than the response deadlines. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. The Settlement Administrator shall promptly provide Class Counsel and Defendant's Counsel with a copy of any written objections received. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above and in the Class Notice will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service

Payment. Non-Participating Class Members shall have no ability to comment on or object to the Settlement, except as provided in Paragraph III.J.4.d *infra* with regard to objections made to the PAGA portion of the Settlement

4. **Request for Exclusion from the Settlement (“Opt-Out”).** The Notice Packet will provide that Class Members who wish to exclude themselves from the Settlement must mail a request for exclusion to the Settlement Administrator. The request for exclusion must: (a) include the Class Member’s name; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked no later than the Response Deadline.

- a. **Confirmation of Authenticity.** The date of the initial mailing of the Notice Packet and the date the signed request for exclusion is postmarked shall be conclusively determined according to the records of the Settlement Administrator. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member’s identity. Any Class Member who returns a timely and valid executed request for exclusion will not participate in or be bound by the Settlement and Judgment, will not receive an Individual Settlement Share, and will not have any right to object, appeal, or comment thereon. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement.

- b. **Report.** No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notice Packets mailed to Class Members, the number of Notice Packets returned as undeliverable, the number of Notice Packets remailed to Class Members, the number of remailed Notice Packets returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, the number of Workweeks attributable to Class Members who wish to exclude themselves from the Settlement, and the number of Class Members who returned invalid requests for exclusion.

- c. **Defendant's Option to Terminate.** If (a) five percent (5%) or more of the total number of the Class Members to whom a Notice Packet is sent; or (b) Class Members to whom a Notice Packet is sent who represent more than five percent (5%) of Workweeks attributable to Class Members request to exclude themselves from the Settlement, Defendant will have the option, at its sole discretion, of canceling the Settlement in its entirety. However, Defendant must notify Class Counsel and the Court in writing that it is exercising such option within fourteen (14) days after being notified by the Settlement Administrator of the number of Class Members who have timely requested exclusion.
- d. **Eligible PAGA Employees May Not Opt Out of PAGA Settlement.** Notwithstanding the foregoing, the Parties agree that there is no statutory or other right for any Eligible PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement, which releases the claims enumerated in Section III(L) below ("PAGA Released Claims"). An Eligible PAGA Employee who submits a timely and valid request for exclusion shall still receive his or her share of the PAGA Payment and shall release the PAGA Released Claims.

5. **No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage, directly or indirectly, any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Final Approval Order or Judgment.

6. **Motion for Final Approval.**

- a. Upon expiration of the Response Deadline, Class Counsel will file motions and memorandums in support thereof for Final Approval of the Settlement, the PAGA Released Claims encompassed by the Settlement, and the following payments unopposed by Defendant in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) the Administration Costs; (4) the Class Representative Enhancement Payment; and (5) the PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment), pursuant to which all Participating Class Members and Eligible PAGA Employees shall release all Released Claims and PAGA Released Claims. Class Counsel will make the Motion for Final Approval available for Counsel for Defendant at least five (5) business days prior to the filing of the Motion for Final Approval and work in good faith to make such motion papers acceptable to Defendant. Defendant shall provide any comments to the Motion for Final

Approval within three (3) business days of its receipt, or it will be deemed acceptable to Defendant. Defendant may elect to submit additional materials in support of Final Approval.

- b. If the Court does not grant Final Approval of the Settlement in all material aspects, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement Payments, the Attorney Fee Award, and/or the Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - c. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Class Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.
- 7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.
- 8. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, other than as specifically provided in Section III(N)(19).

9. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Superior Court's Final Approval Order and Judgment. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. The Settlement Administrator shall keep Counsel for Defendant and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Counsel for Defendant and Class Counsel. No person shall have any claim against the Defendant, Counsel for Defendant, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

- a. **Funding the Settlement:** Within fourteen (14) calendar days after the Effective Final Settlement Date, Defendant shall deposit 50% of the Gross Settlement Amount, Seven Hundred Fifty Thousand Dollars (\$750,000.00) into the Qualified Settlement Fund (as defined below) (the "First Payment"). Defendant shall deposit the remaining 50% of the Gross Settlement Amount, an additional Seven Hundred Fifty Thousand Dollars (\$750,000.00) into the Qualified Settlement Fund, within six (6) months of the Effective Final Settlement Date (the "Final Payment"). At the time of the Final Payment, if not before, Defendant shall also provide any tax information that the Settlement Administrator may need to calculate each Participating Class Member's Individual Settlement Share.
- b. **Disbursement:** Within fourteen (14) calendar days after the deadline for the Second Payment, the Settlement Administrator shall calculate and disburse all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment, and the Administration Costs. The Settlement Administrator will also forward a check for seventy-five percent (75%) of the PAGA Payment (\$60,000.00) to the LWDA for settlement of the PAGA claims.
- c. **Qualified Settlement Fund:** The Parties and Settlement Administrator shall treat the Qualified Settlement Fund as coming into existence on the earliest date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

10. Uncashed Checks. Participating Class Members and Eligible PAGA Employees must cash or deposit their settlement payment checks within one

hundred eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within one hundred twenty (120) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next sixty (60) calendar days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 60-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are initially mailed, cancel the check(s), and pay the amount of the Individual Settlement Share to the California State Controller: Unpaid Wage Fund and add the amount of the uncashed individual shares of the PAGA Payment to the funds being paid to the LWDA.

11. Final Report by Settlement Administrator. Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

12. Defendant's Legal Fees. Defendant is responsible for paying for all Defendant's own legal fees, costs, and expenses incurred in this Class Action outside of the Gross Settlement Amount.

13. Plaintiff's Legal Fees. Plaintiff is responsible for paying for all of Plaintiff's own legal fees, costs, and expenses incurred in connection with the Complaint in excess of the Attorney Fee Award and Cost Award, if any, outside of the Gross Settlement Amount. Except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Complaint.

K. Release of Claims. Upon Defendant's fulfillment of its payment obligations pursuant to Section III (J)(9)(a) above, Plaintiff and the other Participating Class Members will fully and finally release and discharge the Released Parties from the Released Claims. The doctrines of res judicata, claim preclusion, issue preclusion, primary rights, and collateral estoppel shall fully and broadly apply to Released Claims and the release in this Settlement to the greatest effect and extent permitted by law. Further, the Parties recognize and acknowledge the preclusive effect of this Settlement as to any federal claims predicated on the same or similar facts as alleged in this matter, as held in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018).

L. Effect of PAGA Settlement. Upon Defendant's fulfillment of its payment obligations pursuant to Section III (J)(9)(a) above, Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible PAGA Employees, are barred from pursuing any action for civil

penalties defined within the PAGA Released Claims against the Released Parties. To the extent the LWDA has released the PAGA claims in connection with this Agreement, no Eligible PAGA Employee may pursue these same PAGA claims released here in another action. The Eligible PAGA Employees are collaterally estopped from pursuing the PAGA claims released and compromised by the LWDA. After the Court grants final approval of the settlement, Plaintiff will provide the LWDA with a copy of the Judgment which will include a list of the Eligible PAGA Employees during the PAGA Period. Plaintiff does not release any Eligible PAGA Employees' claim for wages and damages. This does not preclude the release of wages and damages by the Participating Class Members as set forth in this Agreement. The Eligible PAGA Employees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Released Claims. The Eligible PAGA Employees are bound by the release of the PAGA Released Claims regardless of whether they cash or deposit their portion of the PAGA Payment or exclude themselves from the class portion of the settlement.

M. Plaintiff's Release of Claims and General Release. Upon Defendant's fulfillment of its payment obligations pursuant to Section III (J)(9)(a) above, in exchange for the Class Representative Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff Ramirez in recognition of his work and efforts in prosecuting the claims and obtaining the Settlement, and undertaking the risk for the payment of costs if this matter had not successfully resolved, Plaintiff hereby provides a general release of claims for themselves and their spouses, heirs, successors and assigns, and forever release, remise, and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time through the date the court grants Preliminary Approval, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, against Defendant or any Released Parties, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant or the remuneration for, or termination of, such employment. Notwithstanding the foregoing, nothing in this Settlement Agreement waives or releases any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to unemployment benefits and workers' compensation benefits and claims outside the Class Period.

Plaintiff acknowledges that he may discover facts or law different from, or in addition to the facts or law that he knows or believes to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete

and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete. The Parties execute this release with the full knowledge that this release of the Plaintiff's Released Claims cover all possible claims by Plaintiff against the Released Parties, to the fullest extent permitted by law. To the extent permitted by law, Plaintiff expressly waives his right to recovery of any type, including damages, penalties, or reinstatement, in any administrative or court action, whether state or federal, and whether brought by Plaintiff or on Plaintiff's behalf, related in any way to the matters released herein.

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of Plaintiff's Released Claims, Plaintiff expressly acknowledges that this settlement is intended to include in its effect, without limitation, all Plaintiff's Released Claims which Plaintiff does not know or suspect to exist in his favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Plaintiff's Released Claims.

Plaintiff and Defendant acknowledge that it is their mutual intent not only to resolve all matters presently in dispute between them, but also by this Agreement to forever prevent the reoccurrence of any question, dispute, or claim regarding the past employment or future consideration for employment of Plaintiff by Defendant or Released Parties.

Plaintiff's Release of Claims and General Release also includes a waiver of Civil Code section 1542, which provides as follows:

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

N. Miscellaneous Terms.

- 1. No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to the Complaint, class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Complaint, or that but for the Settlement, the Complaint would be proper, that a Class should be certified as to the Complaint, or that the Complaint could proceed on a representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended as or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and

Plaintiff's and Defendant's willingness to settle the Complaint will have no bearing on, and will not be admissible in connection with, any litigation, administrative proceeding, or other special proceeding (other than solely in connection with this Settlement).

- 2. No Effect on Employee Benefits.** The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy or bonus program sponsored by Defendant or Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant's policies or bonus programs. Any 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 plans, policies, or bonus programs. 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 purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Settlement.
- 3. Publicity.** Plaintiff and Class Counsel agree that they have not and will not publish the Settlement Agreement. In response to any inquiries, Plaintiff will state that "the case was resolved, and it was resolved confidentially." Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding Plaintiff or the Class Member's claims or the Settlement Agreement on its website, and shall not contact any reporters or media regarding the Settlement Agreement. Despite this provision, Class Counsel can discuss the Settlement Agreement with Plaintiff and the Class Members and in any filings with the Court. This provision shall not impede Class Counsel's ability to discharge their fiduciary duties, including effectuating the terms of the Settlement.
- 4. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict its terms. In entering this Agreement, the Parties agree that this

Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.

- 5. Authorization to Enter Into Settlement Agreement.** Class Counsel and Counsel for Defendant warrant and represent that they are authorized by the Parties, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
- 6. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 7. Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Settlement Agreement falls on a Saturday, Sunday, or state court holiday, that deadline shall be continued until the following business day.
- 8. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Complaint in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.
- 9. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest. Nonmaterial amendments or modifications to this Agreement may be made in writing between Class Counsel and Counsel for Defendant without the need to seek the Court's approval.
- 10. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

- 11. No Prior Assignment.** Plaintiff hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 12. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of California, without giving effect to any conflict of law principles or choice of law principles.
- 13. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Class Action and have arrived at this Agreement through arm's-length negotiations, considering all relevant factors, current and potential.
- 14. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Plaintiff, Class Counsel, and Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Plaintiff, Class Counsel, and Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, if any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.
- 15. Jurisdiction of the Superior Court.** Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 16. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. If any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

- 17. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 18. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves original signed counterparts. Facsimile, PDF, or DocuSign signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 19. Escalation Clause.** Defendant estimates that Settlement Class Members worked 112,831 workweeks between July 12, 2017, and the date of the mediation (November 7, 2022). If it is determined that the number of workweeks worked by Settlement Class Members between July 12, 2017, and the end of the Class Period exceeds 124,114 (110% of 112,831), then the Gross Settlement Amount will be increased by the same number of percentage points above 10% by which the actual number of workweeks exceeds 124,114. For instance, if the actual number of workweeks at the end of the Class Period is determined to be 12% higher than 124,114, the Gross Settlement Amount would be increased by 2%. To avoid this increase in the Gross Settlement Amount, Defendant, at its option, may elect to end the Class Period when the number of workweeks reaches 124,114. This shall be determined by Defendant before the hearing on the motion for preliminary approval.

[SIGNATURES ON THE NEXT PAGE]

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 03/28/2023, 2023

PLAINTIFF CHRISTOPHER RAMIREZ



Christopher Ramirez

Dated: _____, 2023

**DEFENDANT THRESHOLD ENTERPRISES,
LTD.**

Ira L. Goldberg, President
Threshold Enterprises, LTD.

Dated: 3/28/, 2023

JUSTICE LAW CORPORATION



Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Halina Szymanski, Esq.
Attorneys for Plaintiff

Dated: _____, 2023

LITTLER MENDELSON, P.C.

Angela J. Rafoth, Esq.
Samlecia D. Gaye, Esq.
Attorneys for Defendant

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____, 2023

PLAINTIFF CHRISTOPHER RAMIREZ

Christopher Ramirez

Dated: _____, 2023

**DEFENDANT THRESHOLD ENTERPRISES,
LTD.**

Ira L. Goldberg, President
Threshold Enterprises, LTD.

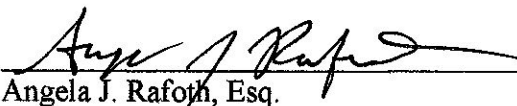
Dated: _____, 2023

JUSTICE LAW CORPORATION

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Halina Szymanski, Esq.
Attorneys for Plaintiff

Dated: 4/3/2023, 2023

LITTLER MENDELSON, P.C.



Angela J. Rafoth, Esq.
Samlecia D. Gaye, Esq.
Attorneys for Defendant

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

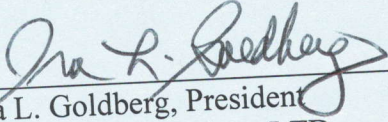
Dated: _____, 2023

PLAINTIFF CHRISTOPHER RAMIREZ

Christopher Ramirez

Dated: 03/30/2023

**DEFENDANT THRESHOLD ENTERPRISES,
LTD.**



Ira L. Goldberg, President
Threshold Enterprises, LTD.

Dated: _____, 2023

JUSTICE LAW CORPORATION

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Halina Szymanski, Esq.
Attorneys for Plaintiff

Dated: _____, 2023

LITTLER MENDELSON, P.C.

Angela J. Rafoth, Esq.
Samlecia D. Gaye, Esq.
Attorneys for Defendant

EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF SANTA CRUZ
Ramirez v. Threshold Enterprises, LTD.
Case No. 22CV00051

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current and/or former hourly paid, non-exempt persons employed by Threshold Enterprises, LTD. in California at any time since July 12, 2017, through and including February 10, 2023.

The California Superior Court, County of Santa Cruz, has granted preliminary approval of a proposed settlement (“Settlement”) of the above-captioned class and representative action (referred to in this Notice as the “Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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1. *Why Have I Received This Notice?*

The personnel records of Threshold Enterprises, LTD. (“Defendant”) indicate that you may be a Class Member and therefore eligible to receive money from a class and representative action lawsuit against Defendant, entitled Ramirez v. Threshold Enterprises, LTD. (“Class Action”). You are a Class Member if you are and/or were an hourly paid, non-exempt person employed by Defendant in California at any time since July 12, 2017, through and including February 10, 2023 (the “Class Period”). You are an Eligible PAGA Employee if you are and/or were an hourly paid, non-exempt person employed by Defendant in California at any time since December 10, 2020, through and including February 10, 2023 (the “PAGA Period”).

A Preliminary Approval Hearing was held on [date of Preliminary Approval], in the Santa Cruz County Superior Court. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined that there is sufficient evidence to suggest that the proposed Settlement may be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

2. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

OPTIONS	CLASS MEMBERS	ELIGIBLE PAGA EMPLOYEES
DO NOTHING	If you do nothing and the Court grants final approval of the Settlement, you will become part of the Class Action, and the Settlement Administrator will mail you a check for your Individual Settlement Share, which will be based on the total number of workweeks you worked as a Class Member during the Class Period, at your address of record. You will give up your right to pursue the Released Claims as defined in Section No. 9 below, meaning you will be unable to sue the Released Parties, including Defendant, for the Released Claims.	If you do nothing and the Court grants final approval of the Settlement, you will become part of the Class Action, and the Settlement Administrator will mail you a check for your share of the PAGA Payment, which will be based on the total number of workweeks you worked as an Eligible PAGA Employee during the PAGA Period, at your address of record. You will give up your right to pursue the PAGA Released Claims as defined in Section No. 9 below, meaning you will be unable to sue the Released Parties, including Defendant, for the PAGA Released Claims.

DISPUTE WORKWEEK CALCULATIONS AND/OR SETTLEMENT PAYMENTS	If you believe the number of workweeks with which you have been credited, and thereby the amount of your Individual Settlement Share, as provided in this Notice, is inaccurate, you may dispute this information. The procedure for disputing this information is described in Section No. 6 below.	If you believe the number of workweeks with which you have been credited, and thereby the amount of your share of the PAGA Payment, as provided in this Notice, is inaccurate, you may dispute this information. The procedure for disputing this information is described in Section No. 6 below.
OBJECT	You may object to the class portion of the proposed Settlement. If you would like to object, you may not opt out of this Settlement. The procedure for objecting to the proposed Settlement is described in Section No. 8 below. If you object and the Court approves the proposed Settlement, the Settlement Administrator will mail you your Individual Settlement Share check, and you will give up your right to sue the Released Parties, including Defendant, for the Released Claims as defined in Section No. 9 below.	You do not have the right to object to the PAGA portion of the proposed Settlement. If the Court approves the proposed Settlement, the Settlement Administrator will mail you a check for your portion of the PAGA Payment, and you will give up your right to sue the Released Parties, including Defendant, for the PAGA Released Claims as defined in Section No. 9 below.
REQUEST EXCLUSION (“OPT OUT”)	If you do not want to participate in the class portion of the proposed Settlement, you may request exclusion from, or opt out of, the class portion of the proposed Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator will not mail you an Individual Settlement Share, and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section No. 9 below. The procedure for requesting exclusion from the class portion of the proposed Settlement is described in Section No. 7 below.	You do not have the right to request exclusion from, or opt out of, the PAGA portion of the proposed Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator will mail you a check for your portion of the PAGA Payment, and you will give up the right to sue the Released Parties, including Defendant, for the PAGA Released Claims as defined in Section No. 9 below. Eligible PAGA Employees who opt out of the class portion of the proposed Settlement will still be mailed a check for their share of the PAGA Payment and will give up the right to sue the Released Parties for the PAGA Released Claims.

3. *What Is This Case About?*

Plaintiff Christopher Ramirez (“Plaintiff”), a former employee of Defendant, commenced this class and representative action lawsuit against Defendant for alleged wage-and-hour violations in the Santa Cruz County Superior Court (Case Number 22CV00051).

Plaintiff's lawsuit against Defendant sought damages, restitution, statutory penalties, civil penalties, interest, costs, attorneys' fees and other relief based on the following alleged causes of action: (1) failure to pay overtime; (2) failure to provide legally compliant meal periods or pay premium wages in lieu thereof; (3) failure to provide legally compliant rest breaks or pay premium wages in lieu thereof; (4) failure to pay minimum wages; (5) failure to timely pay final wages to terminated employees; (6) failure to comply with employee wage statement provisions of the California Labor Code; (7) failure to reimburse business expenses; (8) violations of the Labor Code Private Attorneys General Act of 2004 (PAGA); and (9) violation of the Unfair Competition Law.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. Nor has it decided whether this case could proceed as a class or representative action. Instead, both sides agreed to resolve the Class Action with no decision or admission of who is right or wrong.

In other words, the Court has not determined that Defendant violated any laws, nor has it decided in favor of Plaintiff or Defendant (the "Parties"); instead, both sides have agreed to resolve the Class Action with no decision or admission of who is right or wrong. By agreeing to resolve the Class Action, the Parties avoid the risks and costs of a trial.

Defendant denies all allegations made by Plaintiff, individually and on behalf of Class Members, in the Class Action and denies liability for any wrongdoing with respect to the alleged facts or causes of action asserted in the Class Action. Defendant contends that it paid Plaintiff and all employees consistent with California law. The Settlement is not an admission by Defendant of any wrongdoing or an indication that any law was violated.

4. *How Does This Settlement Work?*

In the Class Action, Plaintiff sued on behalf of himself and all other similarly situated employees who are and/or were hourly paid, non-exempt persons employed by Defendant at any time during the Class Period. Plaintiff and other current and former employees comprise a "Class" and are "Class Members."

The proposed Settlement has a class portion and a representative (PAGA) portion. Pursuant to the class portion of the Settlement, all Class Members who do not exclude themselves from the class portion of the Settlement by requesting to be excluded in the manner set forth in Section No. 8 below ("Participating Class Members"), will be paid Individual Settlement Shares and will release the Released Parties from the Released Claims described in Section No. 9 below. Pursuant to the representative (PAGA) portion of the Settlement, all Eligible PAGA Employees will be paid their shares of the PAGA Payment and will release the Released Parties from the PAGA Released Claims described in Section No. 9 below, regardless of whether they submit a valid and timely request for exclusion.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact the Settlement Administrator, whose contact information is below, and they will provide you with a copy free of charge.

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5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Halina E. Szymanski 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259	LITTLER MENDELSON, P.C. Angela J. Rafoth Samlecia D. Gaye 333 Bush Street, 34 th Floor San Francisco, California 94104 Telephone: (415) 433-1940 Facsimile: (415) 399-8490

The Court has decided that Justice Law Corporation is qualified to represent the Class Members simultaneously for the purposes of this Settlement.

Class Counsel has been approved by the Court to represent the Class, including yourself. If you want your own attorney, you may hire one at your own cost.

6. How Do I Dispute the Information Included in This Notice?

Section No. 10 below states the number of workweeks with which you have been credited – meaning the number of workweeks you worked during the Class Period, based on the Class Data – and the estimated amount of your Individual Settlement Share, based on this number of workweeks. If you are also an Eligible PAGA Employee, Section No. 10 below also states the number of workweeks with which you have been credited for the PAGA Period, based on the Class Data, and the estimated amount of your share of the PAGA Payment. If you believe the number of workweeks with which you have been credited for the Class Period and/or PAGA Period, and therefore the estimated amount of your Individual Settlement Share and/or share of the PAGA Payment, is inaccurate, you may dispute this information.

If you choose to dispute the information included in this Notice, you must do so in writing. Written disputes must be postmarked by **[Response Deadline]** and sent via first-class regular U.S. mail to the Settlement Administrator, using the contact information below:

Fax Number: **[INSERT FAX NUMBER]**

Email Address: **[INSERT EMAIL ADDRESS]**

Mailing Address: Threshold Enterprises, LTD. Settlement Administrator C/O CPT Group, Inc., **[INSERT ADDRESS]**

You must also produce and submit evidence to the Settlement Administrator, along with your dispute, showing that the disputed information is inaccurate. Any such disputes will be resolved by the Settlement Administrator, with input and assistance from the attorneys for Defendant, whose information is included in Section No. 5 above, where applicable.

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7. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the class portion of the Settlement, you may object to the class portion of the Settlement, either in writing or orally at the Final Approval Hearing.

Written objections must set forth the grounds for the objection(s) and must be postmarked by **[Response Deadline]** and sent via first-class regular U.S. mail to the Settlement Administrator, using the contact information below:

Fax Number: **[INSERT FAX NUMBER]**

Email Address: **[INSERT EMAIL ADDRESS]**

Mailing Address: Threshold Enterprises, LTD. Settlement Administrator C/O CPT Group, Inc. **[INSERT ADDRESS]**.

If you received a re-mailed Notice, you have an additional 10 days from the original response deadline to submit a written objection. If your Notice is a remailed Notice, the envelope will indicate whether the Notice has been re-mailed.

You may also appear at the Final Approval Hearing, either individually or through your own separate counsel, and orally object to the proposed Settlement. Class Members' timely written objections to the Settlement will be considered even if they do not appear at the Final Approval Hearing. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak, regardless of whether they have made a written objection.

If the Court approves the Settlement over objections, objecting Class Members will be mailed Individual Settlement Shares and will be bound by the terms of the Settlement, meaning the Class Members will be unable to sue the Released Parties for the Released Claims. As stated above, Eligible PAGA Employees do not have the right to object to the PAGA portion of the Settlement. Thus, if the Court approves the Settlement, all Eligible PAGA Employees will be mailed their shares of the PAGA Payment and will be bound by the terms of the Settlement, meaning the Eligible PAGA Employees will be unable to sue the Released Parties for the PAGA Released Claims.

You may not submit both a request for exclusion from the Settlement and an objection to the Settlement. In the event a Class Member submits both a valid request for exclusion and a valid objection, the request for exclusion will be deemed invalid, and the objection will remain valid.

8. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not wish to participate in the class portion of the Settlement and do not want to receive an Individual Settlement Share, you can exclude yourself from the class portion of the Settlement (i.e., "opt out"). A form ("ELECTION NOT TO PARTICIPATE IN ('OPT-OUT' FROM) CLASS ACTION SETTLEMENT") (the "Exclusion Form") has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written request for exclusion that includes all the same information. If you opt out of the Settlement, you will not be bound by the Settlement and, therefore, you will not release the Released Claims, set forth in Section No. 9 below. Requests for exclusion must be postmarked by **[Response Deadline]** and sent via first-class regular U.S. mail to the Settlement Administrator, using the contact information below:

Fax Number: [INSERT FAX NUMBER]

Email Address: [INSERT EMAIL ADDRESS]

Mailing Address: Threshold Enterprises, LTD. Settlement Administrator C/O CPT Group, Inc., [INSERT ADDRESS].

If you received a remailed Notice, you have an additional 10 days from the original response deadline to submit a request for exclusion. If your Notice is a remailed Notice, the envelope will indicate whether the Notice has been re-mailed.

If you choose to exclude yourself from the class portion of the Settlement, your written request for exclusion must: (a) include your name; (b) be addressed to the Settlement Administrator; (c) be signed by you or your lawful representative; and (d) be postmarked no later than **[Response Deadline]**.

As to the class portion of the settlement, any Class Member who returns a timely and valid executed request for exclusion will not participate in or be bound by the Settlement or Judgment, will not receive an Individual Settlement Share, and will not have any right to object, appeal, or comment thereon. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement.

Class Members may only opt out of the class portion of the Settlement. Class Members who are also Eligible PAGA Employees cannot opt out of the PAGA portion of the Settlement. Therefore, a Class Member who submits a valid and timely request for exclusion will not receive an Individual Settlement Share and will not release the Released Claims, as described in Section No. 9 below. However, if such a Class Member is also an Eligible PAGA Employee, the Class Member will still be entitled to and will be mailed his or her share of the PAGA Payment and will still release the PAGA Released Claims, as described in Section No. 9 below.

9. <i>How Does This Settlement Affect My Rights? What are the Released Claims and PAGA Released Claims?</i>

If the Court approves the proposed Settlement, the Court will enter a Final Judgment. All Class Members who do not opt-out of the class portion of the Settlement (“Participating Class Members”) and all Eligible PAGA Employees will be bound by the Court’s Final Judgment and will fully release and discharge Defendant and each of its respective current, former, and future parent companies, owners, subsidiaries, joint ventures, divisions, and current and former affiliated or related individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint ventures, and each and all of their respective officers, directors, employees, executors, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, and insurers, past, present, and future, and all persons acting under, by, through, or in concert with any of them (“Released Parties”).

Upon Defendant’s fulfillment of its payment obligations pursuant to the Settlement Agreement, in exchange for the consideration provided by the Settlement Agreement – specifically, the Individual Settlement Shares and share of the PAGA Payment – Plaintiff and the Participating Class Members will release the Released Parties from the Released Claims covering the Class Period, and Plaintiff and the Eligible PAGA Employees will release the Released Parties from the PAGA Released Claims covering the PAGA Period. The Released Claims and PAGA Released Claims are defined below.

A. Released Claims.

The Released Claims means any and all facts, injuries, debts, demands, rights, obligations, losses, damages, costs, attorneys' fees, expenses, interest, restitution, compensation, wages, interest, penalties, causes of action and claims, based on direct or vicarious liability, that are based on, relate to, concern or arise out of any of the allegations that were asserted or which could have been asserted in the Complaint against the Released Parties based on the facts alleged in the Complaint, whether or not specifically delineated as a claim or cause of action in the Complaint. These Released Claims include but are not limited to: (1) failure to pay minimum and overtime wages; (2) failure to provide meal and rest breaks and pay applicable premium pay; (3) failure to provide complete and accurate wage statements; (4) failure to reimburse business expenses; (5) failure to timely pay wages during employment and at separation; (6) failure to maintain compliant wage statements; (7) failure to accurately calculate and pay sick leave; and (8) engaging in unfair business practices. Thus, the Released Claims include claims covered by Labor Code sections 201, 202, 203, 206, 206.5, 212, 218, 218.5, 218.6, 226, 226.7, 246-248.3, 300, 510, 512, 551, 552, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; the Unfair Practices Act, codified at Business & Professions Code sections 17000 *et seq.*; Business & Professions Code sections 17200, *et seq.*; Code of Civil Procedure section 1021.5; and any other applicable provision of the Labor Code or any applicable Industrial Welfare Commission Wage Orders, in all of their iterations to the fullest extent permitted by law. The released claims also include any claim for attorneys' fees and costs related to the above-referenced released claims. The period of the Released Claims shall coincide with and extend to the limits of the Class Period.

B. PAGA Released Claims.

PAGA Released Claims means any and all claims, debts, liabilities, demands, actions, or causes of action for civil penalties, interest, and attorneys' fees and costs that are based on, relate to, concern or arise out of any of the allegations that were asserted or which could have been alleged in the Complaint against the Released Parties based on the facts and allegations pleaded in the Complaint and Plaintiff Ramirez' letter sent to the LWDA on December 10, 2021, whether or not specifically delineated as a claim or cause of action in the Complaint. The PAGA Released Claims include all claims for civil penalties based upon or arising out of Defendant's alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide meal and rest breaks and pay all premium pay for noncompliant meal and rest breaks; (3) failure to provide complete and accurate wage statements; (4) failure to timely pay wages during employment and at separation; (5) failure to maintain compliant wage statements; (6) failure to reimburse business-related expenses; (7) failure to accurately calculate and pay sick leave; and (8) claims for civil penalties arising under, related to or based upon alleged violations of Labor Code sections 200, 201, 202, 203, 204, 206, 206.5, 210, 212, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 246-248.3, 300, 510, 512, 551, 552 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, 2800, 2802, Code of Regulations Title 8 section 11040, and/or those arising under applicable Industrial Welfare Commission Wage Orders. The PAGA Released Claims include any claim for attorneys' fees and costs related to the above-referenced released claims. The period of the PAGA Released Claims shall coincide with and extend to the limits of the PAGA Period. Eligible PAGA Employees will still be bound by the release of PAGA Released Claims even if they submit valid and timely Exclusion Forms.

As explained above, Eligible PAGA Employees do not have the right to opt out of the PAGA portion of the Settlement. Therefore, if the Court approves the Settlement, all Eligible PAGA Employees will release the PAGA Released Claims, regardless of whether they submit timely and valid requests for exclusion.

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10. How Much Can I Expect to Receive From This Settlement?

Defendant will pay, subject to Court approval, a Gross Settlement Amount of \$1,500,000. The Gross Settlement Amount will be used to pay the following amounts, subject to Court approval: (1) a \$10,000 Class Representative Enhancement Payment to Plaintiff; (2) up to \$20,000 in Administration Costs to the Settlement Administrator; (3) a \$525,000 Attorney Fee Award to Class Counsel; (4) a \$20,000 Cost Award to Class Counsel; and (5) an \$80,000 PAGA Payment, seventy-five percent (75%) of which (\$60,000) shall be paid to the LWDA, and the remaining twenty-five percent (25%) of which (\$20,000) shall be distributed to Eligible PAGA Employees. The amount that remains after all payments are made is the Net Settlement Amount, which is currently estimated to be \$845,000, and which includes payment of employer-side payroll taxes on wage amounts.

A. How Will My Individual Settlement Share Be Calculated?

The Settlement Administrator will pay each Participating Class Member an Individual Settlement Share from the Net Settlement Amount. If the Court approves any of the above-referenced payments in smaller amounts, the Net Settlement Amount will be larger. Your Individual Settlement Share will be based on your pro-rata share of the Net Settlement Amount and will be calculated as follows: (i) the number of workweeks you worked as a non-exempt California employee of Defendant during the Class Period, based on the Class Data provide by Defendant, (ii) divided by the total number of workweeks worked by any and all Participating Class Members collectively during the Class Period based on the same Class Data, (iii) which is then multiplied by the Net Settlement Amount.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data, which show you worked [REDACTED] workweeks during the Class Period.

Each Participating Class Member's Individual Settlement Share will be apportioned as follows: one-third (1/3) in compromise of claims for alleged unpaid wages and two-thirds (2/3) in compromise of claims for alleged non-wage amounts including penalties and interest.

The amounts paid on account of claims for wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be determined by the Settlement Administrator and reported by W-2 forms issued by the Settlement Administrator. The amounts paid on account of claims for penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be determined by the Settlement Administrator and reported by IRS 1099 forms issued by the Settlement Administrator. The employees' share of payroll tax withholdings shall be withheld from each person's Individual Settlement Share and paid by the Settlement Administrator to the appropriate taxing authorities. You are responsible for the payment of any additional taxes and penalties assessed on your individual payment and any other obligations resulting from your personal tax reporting, or failure to so report.

The Settlement Administrator will mail your Individual Settlement Share check to the address the Settlement Administrator has on record for you. Therefore, it is important that you keep the Settlement Administrator informed of any change of address.

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B. How Will My Share of the PAGA Payment Be Calculated?

The Settlement Administrator will pay each Eligible PAGA Employee their proportional share of the PAGA Payment from the portion of the PAGA Payment allocated to the Eligible PAGA Employees. Your share of the PAGA Payment will be calculated by: (i) determining the total number of workweeks during the PAGA Period which you actually worked as a California hourly-paid, non-exempt employee of Defendant, (ii) dividing this number by the total number of workweeks during the PAGA Period during which all Eligible PAGA Employees actually worked (i.e., the sum of all workweeks when work was performed by all Eligible PAGA Employees), and (iii) multiplying this number by the \$20,000 allocated to the Eligible PAGA Employees.

Based upon the calculation above, your approximate share of the PAGA Payment is \$ [REDACTED]. This is based on the Class Data, which show you worked [REDACTED] workweeks during the PAGA Period.

One hundred percent (100%) of this payment will be allocated in compromise of claims for alleged penalties and will be issued an IRS Form 1099 if it exceeds \$600. You are responsible for the payment of any additional taxes and penalties assessed on your individual payment and any other obligations resulting from your personal tax reporting, or failure to so report.

The Settlement Administrator will mail a check for your share of the PAGA Payment to the address the Settlement Administrator has on record for you. Therefore, it is important that you keep the Settlement Administrator informed of any change of address.

If no amount is stated for your share of the PAGA Payment, according to the Class Data, you are not eligible for a share of the PAGA Payment because you are and/or were not an hourly paid, non-exempt person employed by Defendant in California at any time since December 10, 2020, through and including February 10, 2023. Therefore, this subsection B does not apply to you.

C. When Will My Settlement Payment Be Mailed?

Within 14 calendar days after the Effective Final Settlement Date, Defendant shall deposit 50% of the Gross Settlement Amount, or \$750,000, into the Qualified Settlement Fund ("First Payment"). Defendant shall deposit the remaining 50% of the Gross Settlement Amount, an additional \$750,000, into the Qualified Settlement Fund within six months of the Effective Final Settlement Date ("Final Payment"). The Effective Final Settlement Date means the date by which all of the following have occurred:

- (1) the Settlement Agreement and the contemplated Settlement receive Final Approval from the Court; and
- (2) the Judgment becomes final, which means the last of the following dates, as applicable:
 - (a) the first business day following the last date on which a notice of appeal from the Judgment may be filed and none is filed;
 - (b) if Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

Within 14 calendar days after the deadline for the Second Payment, the Settlement Administrator shall calculate and disburse all payments due under the Settlement Agreement, including all Individual Settlement Shares and the PAGA Payment.

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It is strongly recommended that upon receipt of your Individual Settlement Share check and/or check for your share of the PAGA Payment, you immediately cash your check(s) or cash your check(s) within 180 days after the check(s) is mailed to you. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within 200 calendar days after the checks are initially mailed, cancel the checks and pay the amount of the Individual Settlement Share to the California State Controller: Unpaid Wage Fund and add the amount of the uncashed individual shares of the PAGA Payment to the funds being paid to the LWDA.

11. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (or \$525,000) for attorneys' fees (the "Attorney Fee Award"), and up to \$20,000 for litigation costs (the "Cost Award"). Upon expiration of the Response Deadline, Class Counsel will file a motions and memorandums in support thereof for Final Approval of the Settlement, and the following payments unopposed by Defendant in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) the Administration Costs; (4) the Class Representative Enhancement Payment; and (5) the PAGA Payment. You can obtain a copy of this motion from Class Counsel, free of charge, by contacting Class Counsel using the information provided in Section No. 5 above. You can also obtain a copy of this motion, as well as the other documents on file with the Court in the Action, by following the steps laid out in Section No. 14 below.

Defendant has paid all its own attorneys' fees and costs.

As set forth in Section No. 10 above, Plaintiff will also be paid a Class Representative Enhancement Payment, subject to Court approval.

12. *Final Approval Hearing*

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [date of final approval hearing] at [time a.m./p.m.], before the Honorable Timothy Volkmann in Department 5 of the Santa Cruz County Superior Court, located at 701 Ocean Street, Santa Cruz, California 95060. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Counsel for Defendant before making a decision. You can, but don't have to, attend this hearing. You can attend (or hire a lawyer to attend) either in person or virtually. Check the Court's website for the most current information (<https://www.santacruz.courts.ca.gov/>).

It's possible the Court will reschedule the Final Approval Hearing. You can verify the date and time of the Final Approval Hearing by visiting the Court's website (<https://www.santacruz.courts.ca.gov/>). Under the "Online Services" tab, select "Case Lookup." Once on the "Case Lookup" page, select "available here." This will open a new window, where you can select "Smart Search." On the "Smart Search" page, enter the Case Number (22CV00051), check the box for "I'm not a robot," and click "Submit." The Class Action will appear as the only result under "Cases." Click the Case Number (22CV00051). This will open a new window where you can find information about the Class Action. If you scroll down to the "Hearings" section, or select "Hearings" from the menu on the left side of the page, you can view the dates and times of all upcoming hearings scheduled in the

Class Action. You can also contact Class Counsel using the information provided in Section No. 5 above to verify the date and time of the Final Approval Hearing.

13. *What if the Settlement Does Not Become Final?*

It is possible that the Court will not grant Final Approval of the Settlement in all material aspects. It is also possible that the Court's Final Approval of the Settlement will be reversed or materially modified on appellate review. The Parties have agreed that, in either case, the Settlement will become null and void, meaning Defendant will no longer be obligated to pay any money owed under the Settlement Agreement, including the Gross Settlement Amount, which includes the Individual Settlement Shares and share of the PAGA Payment, the Class Members will not release the Released Parties from the Released Claims, and the Eligible PAGA Employees will not release the Released Parties from the PAGA Released Claims. Any award by the Court of a smaller amount than requested for the Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment will not constitute a material modification to the Settlement within the meaning of this paragraph.

14. *How Do I Get More Information?*

IF YOU NEED MORE INFORMATION, HAVE ANY QUESTIONS, OR WOULD LIKE ELECTRONIC COPIES OF DOCUMENTS RELATING TO THE CLASS ACTION OR THE SETTLEMENT, you may contact the Settlement Administrator at the telephone number listed below, toll-free. Please refer to the "Threshold Enterprises, LTD. class action and PAGA settlement."

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Santa Cruz County Superior Court. You can access the Court's file free of charge by visiting the Court's website (<https://www.santacruz.courts.ca.gov/>). Under the "Online Services" tab, select "Case Lookup." Once on the "Case Lookup" page, select "available here." This will open a new window, where you can select "Smart Search." On the "Smart Search" page, enter the Case Number (22CV00051), check the box for "I'm not a robot," and click "Submit." The Class Action will appear as the only result under "Cases." Click the Case Number (22CV00051). This will open a new window where you can find information about the Class Action. If you scroll down to the "Case Events" section, or select "Case Events" from the menu on the left side of the page, you can view and download all documents and papers on file with the Court for the Class Action.

You may also contact Class Counsel with any questions you may have regarding the Class Action, the proposed Settlement, this Notice, or any other documents or information you have received pertaining to the Class Action and the Settlement, or to obtain copies of papers filed in connection with the Class Action free of charge. You may contact Class Counsel using the contact information included in Section No. 5 above.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT B

ELECTION NOT TO PARTICIPATE IN (“OPT OUT” FROM) CLASS ACTION SETTLEMENT

Superior Court of the State of California, County of Santa Cruz

Ramirez v. Threshold Enterprises, LTD.

Case No. 22CV00051

ONLY SIGN AND MAIL THIS DOCUMENT IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS PORTION OF THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT SHARE FROM THE CLASS PORTION OF THE SETTLEMENT.

This document must be postmarked no later than _____, 2023 and sent via U.S. Mail to:

Threshold Enterprises, LTD. Settlement Administrator, C/O CPT Group, Inc.

[Insert Administrator Address]

[City, State ZIP]

By signing and mailing this form to exclude yourself from the class portion of the settlement, you are agreeing to and confirming the following:

It is my decision not to participate in the class portion of the settlement in *Ramirez v. Threshold Enterprises, LTD.* I understand that by excluding myself from the class portion of the settlement, I will not release the Released Claims and will not receive an Individual Settlement Share. However, if I am an Eligible PAGA Employee and qualify for a share of the PAGA Payment, I will release the PAGA Released Claims and will be mailed my share of the PAGA Payment, regardless of whether I timely and validly exclude myself from the class portion of the settlement.

I confirm that I am and/or was an hourly paid, non-exempt person employed by Threshold Enterprises, LTD. in California at any time since July 12, 2017, through and including February 10, 2023. I confirm that I have received and reviewed the Notice of Class Action Settlement in this action. I have decided to be excluded from the class portion of the proposed settlement, and I have decided **not** to participate in the class portion of the proposed settlement.

Dated: _____

(Signature)

(Last Four Digits of Social Security Number)

(Type or print name and any former name(s) if applicable)

(Telephone Number)

(Address)

(Address continued)

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On April 3, 2023, I served the foregoing document described as

PROOF OF SERVICE