

FILED

Superior Court of California,
County of Solano
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By: J. Connelly, Deputy Clerk

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Attorneys for Defendant
BOLT STAFFING SERVICE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SOLANO

MARY CATHERINE EWART, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

BOLT STAFFING SERVICE, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. FCS057627

*Assigned for all Purposes to The Honorable
Stephen Gizzi, Department Three*

**[PROPOSED] STIPULATED ORDER
APPROVING SETTLEMENT UNDER
LABOR CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004**

Complaint Filed: December 30, 2021

FAC Filed: March 9, 2022

Trial Date: None Set

BY FAX

1 Plaintiff Mary Catherine Ewart ("Plaintiff") and Defendant Bolt Staffing Service, Inc.
2 ("Defendant") (Plaintiff and Defendant collectively referred to as the "Parties"), by and through their
3 respective counsel, hereby stipulate as follows:

4 1. Plaintiff has filed the above-captioned lawsuit asserting a single, representative cause of
5 action against Defendant under the Labor Code Private Attorneys' General Act of 2004 ("PAGA").

6 2. On March 9, 2023, the Parties participated in an all-day mediation with respected wage
7 and hour mediator Michael Loeb, Esq., and at that time reached a settlement in principle that would
8 resolve this matter in its entirety;

9 3. Labor Code § 2699(l) requires that the Court review and approve any proposed
10 settlement agreement pursuant to PAGA.

11 4. On July 20, 2023, Plaintiff filed her Motion for Approval of PAGA Representative
12 Action Settlement.

13 5. Defendant is not and has not made any admission of liability or wrongdoing, and instead
14 the Parties have agreed to settle solely for the purpose of compromising highly-disputed claims and
15 avoiding further litigation with the attendant inconvenience and expense. Defendant denies that it has
16 engaged in any unlawful activity, that it failed to comply with the law in any respect, or that it has any
17 liability to anyone under the claims asserted in Plaintiff's lawsuit.

18 6. On September 23, 2023, the Court held the initial hearing on Plaintiff's Motion for
19 Approval of PAGA Settlement, at which time the Court provided its comments, input, and direction with
20 respect to the settlement provisions that the Court was not prepared to approved; namely, the proposed
21 settlement provisions relating to a) the amount of the Plaintiff's attorneys' fees award, b) the amount of
22 the award to Ewart, c) the scope of the release, and d) specifying the payment deadline. The Court
23 approved the proposed PAGA settlement as fair and reasonable in all other respects.

24 7. Following the initial hearing, the Parties continued to disagree as to the specific changes
25 requested by the Court, but agreed to submit their respective versions of their proposed amended PAGA
26 settlement agreements for the Court's consideration at the continued approval hearing on December 8,
27 2023, with the end goal of reaching a final amended PAGA settlement agreement for signature and
28 ultimate approval by the Court.

1 8. On December 8, 2023, the Court issued its final ruling to resolve the remaining
2 disagreements between the Parties on the proposed amended PAGA settlement agreement, and directed
3 the Parties to “make those changes and to submit the signed amended settlement agreement to the Court,
4 and a proposed order granting approval of the PAGA settlement on these terms forthwith.”

5 9. Attached as **Exhibit A** is a true and correct copy of the amended PAGA settlement
6 agreement executed by the Parties, incorporating the Court’s changes identified in its December 8, 2023
7 order.

8 10. Pursuant to Labor Code § 2699(1)(2), Plaintiff has submitted the instant proposed order
9 and stipulation to the LWDA via the LWDA’s online filing system.

10 DATED: January 31, 2024

Respectfully submitted,

AEGIS LAW FIRM, PC

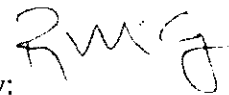
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13 By: 

Samuel A. Wong
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Jessica L. Campbell
Jamie M. Loos

Attorneys for Plaintiff
MARY CATHERINE EWART

14
15
16
17
18 DATED: January 19, 2024

SEYFARTH SHAW LLP

19
20 By: 

Ryan McCoy

Attorneys for Defendant
BOLT STAFFING SERVICE, INC.

[PROPOSED] FINAL ORDER

The Parties have filed this Stipulated Order Approving Settlement Under Labor Code Private Attorneys' General Act of 2004 ("PAGA") with respect to Plaintiff's proposed settlement with Defendant Bolt Staffing Services, Inc. of Plaintiff's representative claims for civil penalties under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code section 2699(l). The Court has received and considered the Amended PAGA Settlement and Release Agreement of Plaintiff ("Settlement Agreement"), as an individual, on behalf of the State of California, and as an "aggrieved employee" acting as a private attorney general under PAGA.

The Parties seek approval of the this settlement, including the Total Gross Settlement Amount ("TGSA") of \$600,000.00. The Settlement Agreement provides that PAGA Penalties of approximately \$418,047 shall be paid from the TGSA. The Settlement Agreement also provides that (1) \$150,000.00 be paid to Plaintiff Ewart's PAGA Counsel for payment of attorneys' fees; (2) \$15,002.90 be paid to Plaintiff Ewart's PAGA Counsel for actual litigation costs incurred; (3) \$7,500.00 be paid to Plaintiff Ewart as a service award; and (4) \$9,450.00 be paid to ILYM for the costs of administration of the settlement. The Labor Workforce Development Agency was provided with notice of the settlement and the instant proposed order and stipulation via its online process and no objection has been received.

Upon review of the record, the Settlement Agreement, and the foregoing stipulation entered into by and between the Parties in the above-referenced action, and good cause appearing therefore, the Court hereby GRANTS the stipulation and approves the settlement as fair and reasonable pursuant to California Labor Code section 2699(l) in light of Plaintiff's claims and Defendant's factual and legal defenses thereto.

The Court further orders that Plaintiff's representative PAGA claims against Defendant are hereby dismissed, with prejudice. The case, and all claims therein, is hereby dismissed with prejudice. This Order is intended to be a final disposition of the case in its entirety.

Pursuant to Code of Civil Procedure section 664.6, the Court will retain continuing jurisdiction over this matter to the fullest extent necessary to enforce and effectuate the terms and intent of this settlement.

EWART, MARY C V BOLT STAFFING SERVICE, ET AL (DMS)

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, AND LET JUDGMENT
BE FORTHWITH ENTERED ACCORDINGLY. FCS057627**

DATED: 02/20/2024


HON. STEPHEN GIZZI
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

AMENDED PAGA SETTLEMENT AND RELEASE AGREEMENT

This Amended PAGA Settlement and Release Agreement (hereinafter “Settlement” or “Agreement”) is made and entered into by and between Plaintiff Mary Catherine Ewart (hereinafter “Plaintiff”) on behalf of herself and as an authorized proxy and agent for the State of California and the Labor and Workforce Development Agency pursuant to Labor Code section 2698 *et seq.*, the Labor Code Private Attorneys’ General Act (“PAGA”) on the one hand, and Defendant Bolt Staffing Service, Inc. (“Defendant” or “Bolt”), on the other hand. Plaintiff and Defendant are collectively referred to herein as “the Parties.”

1. THE CONDITIONAL NATURE OF THIS AGREEMENT

1.1 This Agreement and all associated exhibit(s) or attachment(s) are made for the purpose of settling the Covered Claims, as described herein, in the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. The Parties enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter the Approval Order and Final Judgment and/or the Effective Date does not occur, this Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation of the Agreement shall remain subject to the provisions of California Evidence Code section 1152 and any other analogous rules of evidence that are applicable. This Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims, including but not limited to the Settlement Agreement executed by the Parties on or about June 23, 2022.

1.2 Defendant denies all the allegations asserted in the Complaint, and any amendments thereto, and also denies **any claims for relief, including claims for penalties, attorneys’ fees, and costs of suit.** Defendant has agreed to resolve Plaintiff’s sole cause of action for violation of the PAGA [Labor Code §§ 2698 *et seq.*] via this Agreement, but to the extent this Agreement is not approved or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge Plaintiff’s Complaint(s) and LWDA Letter upon all procedural and

factual grounds, as well as asserting any and all other potential defenses or privileges. Plaintiff and PAGA Counsel agree that Defendant retains and reserves these rights, and agree not to argue or present any argument, and hereby waive any argument that, based on this Agreement, Defendant cannot assert any and all potential defenses and privileges if this Action were to proceed. The Parties further agree that this Agreement does not constitute an initial violation of PAGA by Defendant.

2. NATURE OF ACTION

2.1 For purposes of this Settlement, the Aggrieved Employees or PAGA Members are defined as all current or former non-exempt/hourly-paid employees who are or previously were employed by Defendant Bolt Staffing Service, Inc. in the State of California between December 29, 2020 and the date a signed order approving the Settlement is filed or June 23, 2023, whichever is earlier (the “PAGA Period”).

2.2 Through informal discovery, Defendant provided Plaintiff and PAGA Counsel with information about the total number of Pay Periods, estimated at 23,875 during the PAGA Period. The total number of PAGA Members employed by Defendant during the PAGA Period also was estimated to be 2,331 as of March 2023.

2.3 Bolt was Plaintiff’s employer, and this Agreement settles PAGA claims and causes of action for employees of Bolt, as defined, as well as all those entities and parties included in the definition of Released Parties.

3. DEFINITIONS

3.1 “Action” or “Lawsuit” means the civil action pending in Solano County Superior Court entitled, *Mary Catherine Ewart v. Bolt Staffing Service, Inc.*, Solano County Superior Court Case No. FCS057627.

3.2 “Aggrieved Employee,” “Aggrieved Employees,” “PAGA Member” or “PAGA Members” mean all current or former non-exempt/hourly-paid employees who are or previously were employed by Defendant Bolt Staffing Service, Inc. in the State of California during the PAGA Period.

3.3 **“Aggrieved Employee Share” means each Aggrieved Employee’s share of the 25% of PAGA penalties allocated to the Aggrieved Employees in accordance with Labor Code section 2699(i).**

3.4 **“Approval Date” means the date that the Court enters the Approval Order.**

3.5 **“Approval Motion” or the “Joint Stipulation and Proposed Order for Approval of Settlement” means the pleading that Plaintiff will submit to the Court identifying the key terms of this Agreement and requesting that the Court approve the Settlement.**

3.6 **“Approval Order” means an Order from the Court approving this PAGA Settlement and Release Agreement.**

3.7 **“Complaint” collectively means all complaints and amendments in the Action, including the complaint Plaintiff Mary Catherine Ewart filed on December 30, 2021 (Solano County Superior Court Case No. FCS057627), initiating the Action, and any future amendments thereto, including the First Amended Complaint.**

3.8 **“Court” means the Solano County Superior Court.**

3.9 **“Counsel for Defendant(s)” and “Defense Counsel” means Seyfarth Shaw LLP.**

3.10 **“Covered Claims” includes any and all PAGA claims or causes of action of whatever kind or nature which occurred during the PAGA Period that were alleged, or that reasonably could have been alleged (including a claim for reporting time pay), based on the facts alleged in the Action and Plaintiff’s LWDA letter, regardless of theory of recovery.**

3.11 **“Defendant” means Bolt Staffing Service, Inc.**

3.12 **“Effective Date” means the date upon which both of the following have occurred: (i) final approval of the Settlement is granted by the Court, or other court assuming jurisdiction of the Action, and (ii) the Court’s Judgment approving the Settlement becomes Final. “Final” shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court, or, (ii) if a petition for review is filed, the date of the California Supreme Court denies the petition for review or decides not to respond and**

take no action, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

3.13 **“Gross Settlement Amount” or “GSA” means SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** that Defendant is obligated to pay under the terms of the proposed settlement. The GSA is non-reversionary, such that the entire amount will be disbursed and none will revert to Defendant. The GSA includes the PAGA Payment (as defined below), PAGA Counsel’s attorney’s fees (up to one-quarter of the Gross Settlement Amount which is currently estimated to be \$150,000.00) and costs (not to exceed \$25,000.00), Settlement Administration Costs, and **Plaintiff’s Individual Settlement Award**. In no circumstance will Defendant be required to pay more than \$600,000.00 as part of or in connection with this Agreement.

3.14 **“Individual Settlement Award”** means a monetary amount of up to SEVEN THOUSAND FIVE HUNDRED U.S. DOLLARS AND 00/100 CENTS (\$7,500.00) for Plaintiff, which, subject to Court approval, will be paid out of Gross Settlement Amount. An award of less than the requested amount will not give rise to a basis to abrogate the Settlement Agreement. Further, an award of less than the requested amount will not give rise to a basis to abrogate the general release executed by Plaintiff.

3.15 **“LWDA Letter”** means the notice that Plaintiff sent to the California Labor & Workforce Development Agency (“LWDA”) relating to alleged violations against Bolt, FN Cellars, LLC, Jackson Family Wines, Inc., Three Sticks LLC, Top It Off Bottling, LLC, Solano-Napa Habitat for Humanity, Inc., and Napa Valley Country Club on or about December 29, 2021, and any future amendments thereto.

3.16 **“PAGA”** means the California Labor Code Private Attorneys’ General Act of 2004, codified at Cal. Lab. Code § 2698 *et seq.*

3.17 **“PAGA Counsel”** means Aegis Law Firm, PC.

3.18 **“PAGA Penalties”** means the portion of the Gross Settlement Amount (after

excluding PAGA Counsel's fees and costs, Settlement Administration Costs, and Plaintiff's Individual Settlement Award) that represents the amount payable in this settlement for PAGA Penalties, 75% of which will be paid to the Labor and Workforce Development Agency ("LWDA") and 25% of which will be paid to the PAGA Members. All PAGA Members will receive a monetary payment from the PAGA Penalties based on the number of Pay Periods they worked in California during the PAGA Period as a percentage of the total number of Pay Periods worked by all PAGA Members during the PAGA Period:

- a. **"Total Pay Periods"** will be the total number of Pay Periods worked by all PAGA Members as employees for Bolt in California during the PAGA Period according to Bolt's business records.
- b. **"Individual Pay Periods Worked"** will be the total number of Pay Periods worked by an individual PAGA Member for Bolt during the PAGA Period according to Bolt's business records. For purposes of this Agreement, any part of a Pay Period worked by a PAGA Member within the PAGA Period shall be counted as one Pay Period.
- c. Each PAGA Member's **"Individual PAGA Payment"** will be calculated by dividing a PAGA Member's Individual Pay Periods Worked by the Total Pay Periods and multiplying this result by PAGA Penalties for Individual Pay Periods Worked determined by the Parties.
- d. The Individual PAGA Payments will be allocated 100% as civil penalties. PAGA Members will be issued Form 1099s for their shares of PAGA Penalties.

3.19 **"PAGA Period"** means the period from December 29, 2020 and the date a signed order approving the Settlement is filed or June 23, 2023, whichever is earlier.

3.20 **"PAGA Representative"** means Plaintiff Mary Catherine Ewart.

3.21 **"Qualified Settlement Fund"** or **"QSF"** means a qualified settlement fund

established by the Settlement Administrator for the purpose of administering the settlement.

3.22 “Released Parties” means Defendant and all of its present and former parent companies, subsidiaries, affiliates, owners, investors, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, clients (up to and including the six entities **originally named as defendants in Plaintiff’s Complaint and LWDA Letter: FN Cellars, LLC, Jackson Family Wines, Inc., Three Sticks LLC, Top It Off Bottling, LLC, Solano-Napa Habitat for Humanity, Inc., and Napa Valley Country Club**), customers, and assigns.

3.23 “Settlement” and “Agreement” means this **PAGA Settlement and Release Agreement**.

3.24 “Settlement Administrator” means ILYM Group, Inc.

3.25 “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator for the cost of administering this settlement, which are currently estimated to be approximately \$9,450.00. The Settlement Administration Costs shall include: all costs of administering the Settlement, including, but not limited to, administering the Qualified Settlement Fund; all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all communications to PAGA Members; all costs and fees associated with issuing the individual payments to PAGA Members and the payments to the State of California LWDA; all costs and fees associated with issuing IRS Form 1099s (to the extent any are required by applicable law), relating to payments made under the settlement; and all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering the settlement, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

4. **REPRESENTATIONS**

4.1 Plaintiff alleges on behalf of the State of California, among other things, that she and the other Aggrieved Employees had suffered claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to provide accurate itemized wage statements; and (6) failure to pay all wages due upon separation of employment. Plaintiff alleges that this underlying conduct gives rise to a claim pursuant to PAGA. Defendant denies all of the allegations made by Plaintiff.

4.2 The Parties exchanged meaningful information and documents through informal discovery for the mediation including policies and practices, information about the number of Aggrieved Employees, a sample of time and payroll records for Aggrieved Employees, and the number of Pay Periods at issue during the PAGA Period.

4.3 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and denies any liability or intentional wrongdoing. Defendant contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the Lawsuit is without merit and that Plaintiff cannot pursue claims, if any, against Defendant. Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted against it in the Lawsuit. Defendant further contends that the imposition of any penalties would be unjust, arbitrary, oppressive, and confiscatory. Nevertheless, Defendant is willing to resolve this matter in accordance with the terms set forth herein.

4.4 The Parties recognize that the issues presented in the Lawsuit are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

4.5 Plaintiff and PAGA Counsel contend that they have diligently pursued an investigation of the State of California's claims under PAGA against Defendant.

4.6 Based on their own independent investigations and evaluations, Plaintiff and PAGA Counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interests of the Plaintiff, the Aggrieved Employees, and the State of California in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, PAGA Counsel believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and the State of California and that the settlement is fair, reasonable, and adequate, given the inherent risk of litigation.

4.7 The purpose of this Settlement is to settle and compromise the Lawsuit and all Covered Claims that Plaintiff, the State of California, and the Aggrieved Employees have under PAGA against Defendant and the Released Parties. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or the Released Parties. Nothing herein shall constitute an admission by Defendant or the Released Parties that the Lawsuit was properly brought as a representative action other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or the Released Parties or of the truth of any of the factual allegations in the operative Complaint in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendant or the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, or administration other than for purposes of administering this Settlement; and (d) shall not constitute or be deemed a waiver of Defendant's or the Released Parties' right to compel arbitration of any dispute with an Aggrieved Employee.

4.8 This Settlement shall be binding on Plaintiff, the Aggrieved Employees she represents (as defined herein), and on the Defendant and the Released Parties, subject to the terms and conditions hereof and the approval of the Court.

4.9 In order to comply with the requirements of Labor Code Section 2699(I), Plaintiff shall submit an Approval Motion identifying the key terms of this Agreement and requesting that the Court approve the Settlement. PAGA Counsel shall prepare the draft Approval Motion by May 30, 2023, and shall provide Defendant the draft Approval Motion at least seven days prior to filing so that Defendant can review and make comments on the Approval Motion. Plaintiff shall reasonably **consider Defendant's comments**. The Settlement is contingent upon the approval by the Court. If the Court denies the Approval Motion due to concerns that the Parties cannot address through non-material modifications of this Agreement, (i) this Settlement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if this Settlement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Settlement, except for the amount of **attorneys' fees** and costs and Individual Settlement Award, shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack. The Parties shall make all possible good faith efforts to resolve any issues raised by the Court during the approval process.

4.10 In the event that the Court does not grant the Approval Motion, the Parties will be restored to their respective positions prior to attending mediation on March 9, 2023. The Parties reserve all substantive and procedural arguments in the event that the Court does not approve this Settlement.

5. TERMS OF SETTLEMENT

The Parties to the Action agree as follows:

5.1 **Agreement to Settle Lawsuit and the Covered Claims.** In consideration of the mutual covenants, promises, and representations set forth in this Settlement, Plaintiff, on behalf of the State of California as Private Attorney General as well as the Aggrieved Employees, and Defendant agree to settle and compromise the Lawsuit and the Covered Claims, subject to the terms and conditions set forth in this Settlement.

5.2 **Gross Settlement Amount ("GSA").** As consideration for the settlement described herein and the release contained in this Settlement, Defendant agrees to pay the GSA of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) to resolve this Action. The GSA will be allocated as follows:

- (a) PAGA Counsel's attorney fee request of one-quarter of the GSA (\$150,000.00);
- (b) PAGA Counsel's request for costs in the amount of \$15,002.89;
- (c) Individual Settlement Award in the amount of \$7,500.00 to Plaintiff for her service on behalf of the State of California and Aggrieved Employees and in contemplation of the broader release of claims entered into by Plaintiff as part of this Settlement;
- (d) Settlement Administration Costs of \$9,450.00 to be paid to the Settlement Administrator (administration costs shall not exceed the amount estimated by the bid submitted by the Settlement Administrator to administrate the Settlement); and,
- (e) the remainder of the GSA after deducting the items (a), (b), (c), and (d) herein shall be designated as the PAGA Payment, which is estimated to be \$418,047.10 and will be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i) with 75% paid to the LWDA (\$313,535.32) and 25% paid to the Aggrieved Employees on a pro-rata basis (\$104,511.78).

5.3 **Allocation and Calculation of the PAGA Payment.** The anticipated total PAGA

Payment will be approximately \$418,047.10. Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA as required by Labor Code section 2699(i). The remaining twenty-five percent (25%) of the PAGA Payment will be distributed to Aggrieved Employees based on the number of Individual Pay Periods Worked each PAGA Member worked during the PAGA Period as a percentage of the total number of Total Pay Periods worked by all PAGA Members during the PAGA Period. Because the Aggrieved Employee Share payments are payments in compromise and settlement of a claim for alleged penalties, each Individual PAGA Payment will be treated as nonwage income with no tax withholdings and will be reported, if required, on an IRS Form 1099. Each Individual PAGA Payment of the PAGA Penalties represents the Aggrieved Employee's share of the twenty-five percent (25%) in PAGA penalties distributable to the Aggrieved Employees.

5.4 **PAGA Counsel's Fees and Costs**. As part of the Approval Motion, PAGA Counsel will request Court approval of one-quarter of the GSA, which is \$150,000.00. In addition, PAGA Counsel will request cost reimbursement in an amount up to \$25,000.00 for costs incurred by PAGA Counsel. Should PAGA Counsel request a lesser amount for attorneys' fees and costs and/or the Court approve a lesser amount, the difference shall be allocated to the PAGA Penalties and distributed accordingly. Any attorneys' fees and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees & Costs," shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Lawsuit and all work remaining to be performed in fully and finally resolving the Lawsuit, including but not limited to securing Court approval of the settlement, appearing at any hearings, making sure that the settlement is fairly and properly administered, defending the settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur. The Parties agree that the Court's approval of any request for attorneys' fees or litigation costs is not a condition of the Settlement Agreement and that an award of less than the amounts requested would not give rise to a basis to abrogate the Settlement Agreement, although PAGA Counsel reserve the right to appeal an award of

attorneys' fees that is less than one-third of the GSA.

5.5 **PAGA Period Modification.** This Settlement is premised on the estimate that PAGA Members would have worked a total of approximately 23,875 Pay Periods during the PAGA Period. If the total number of Pay Periods worked by PAGA Members is greater than 26,262, then the PAGA Period will end on the date when the total number of Pay Periods worked by PAGA Members was not in excess of 26,262.

5.6 **Tax Treatment of Settlement Amounts.** With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued, if required. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff acknowledges that they have obtained no tax advice from Defendant and that neither Defendant nor its attorneys have made any representation concerning the tax consequences, if any, of the GSA in this Agreement or any payment to be made pursuant to this Agreement. Plaintiff also acknowledges they have had an opportunity to consult with independent tax counsel. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant is not responsible for any Aggrieved Employees' tax obligations regarding the allocation of the settlement payments. Payment of PAGA Counsel Fees & Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments. The Individual Settlement Award to Plaintiff will be in addition to her Aggrieved Employee Share. Because the Individual Settlement Award represents payment to Plaintiff for service in this Action, payroll taxes will not be withheld from the Individual Settlement Award. The Settlement Administrator will report the Individual Settlement Award on a Form 1099, and any other required tax forms, and will provide the form(s) to the PAGA Representative and to the pertinent taxing authorities as required by law. The PAGA Representative assumes full responsibility for paying all taxes, federal and state, if any, due as a

result of the Individual Settlement Award and agrees to indemnify Defendant for any such taxes owed by it. An award by the Court of less than the amount of the requested Individual Settlement Award shall not be a basis upon which PAGA Counsel may void this Agreement, and any amount not awarded shall remain included in the amount available for distribution to the Aggrieved Employees. **Aggrieved Employees' Aggrieved Employee Shares** pursuant to this Agreement are not intended by the Parties to be compensation for purposes of determining eligibility for or benefit calculations of any health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, including, without limitation, all plans, subject to the **Employee Retirement Income Security Act ("ERISA")**. The Parties agree that the Aggrieved Employee Shares are not intended to represent any modification of any employee's previously-credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

5.7 **Release.**

a. **Release By All PAGA Members.** Upon approval of the Settlement and funding of the GSA, and except as to the right to enforce the terms and conditions of the Settlement, Plaintiff, on behalf of herself and the State of California, and all PAGA Members, hereby fully release and discharge Defendant and all of its present and former parent companies, subsidiaries, affiliates, owners, investors, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, clients (up to and including the six entities originally named as defendants in Plaintiff's Complaint and LWDA Letter: FN Cellars, LLC, Jackson Family Wines, Inc., Three Sticks LLC, Top It Off Bottling, LLC, Solano-Napa Habitat for Humanity, Inc., and Napa Valley Country Club), customers, and assigns (the "**Released Parties**") from any and all PAGA claims or PAGA causes of action of whatever kind or nature which occurred during the PAGA period that were alleged, or that reasonably could have been alleged (including a claim for reporting time pay), based on the facts alleged in the Action and

Plaintiff's LWDA Letter, regardless of theory of recovery. The release thus includes PAGA claims or PAGA causes of action for violations of the Labor Code sections raised by **Plaintiff's Action and Plaintiff's LWDA Letter**, up to and including 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698, and the applicable Wage Order, regardless of theory of recovery. The release as to the State of California and Aggrieved Employees only covers claims that arise under PAGA, and does not cover an Aggrieved Employee's individual Labor Code claims. The release by all PAGA Members excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims, and PAGA claims outside of the PAGA period. This release will have a preclusive effect on the rights of Aggrieved Employees to bring released PAGA claims on behalf of the State of California to the fullest extent permissible under applicable law.

b. **Release by Plaintiff.** In addition to her participation in the Release by all PAGA Members and except as otherwise provided herein, upon the funding of this Settlement, Plaintiff, on her own behalf and on behalf of her descendants, dependents, heirs, executors, administrators, assigns, and successors (collectively, "Plaintiff's Releasers"), hereby covenants not to sue and fully and unconditionally forever release and discharge the Released Parties from and against any and all claims, causes of action, judgments, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs, and expenses, including, but not limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever (collectively, "Claims") that Plaintiff's Releasers now have, have had, or may hereafter have against the Released Parties arising out of the relationship between Defendant and Plaintiff, including but not limited to those claims arising out of or relating to (i) Plaintiff's performance and reputation, (ii) harassment, (iii) discrimination, (iv) retaliation, and (v) any Claims arising under the Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the

Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, and any other applicable state or federal law. Except for any rights created by this Agreement, this General Release is intended to be interpreted as broadly as possible and to apply to any and all claims available to Plaintiff in any forum, including, but not limited to, any claims for unpaid wages, unpaid penalties or premiums, liquidated damages, class or representative actions governing employment (to the fullest extent allowed by applicable law), constructive termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligence, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, personal injury, assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits, violation of any provision of federal or state law governing employment, and any claim for attorneys' fees or costs. All such claims are forever barred by this Agreement. Plaintiff also grants a general release to the Released Parties and waives all rights to assert any individual common law, tort, or unlawful employment practices claims against the Released Parties. Plaintiff expressly waives the rights provided under California Civil Code Section 1542, which states that:

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.

Plaintiff understands the significance and consequences of a California Civil Code

Section 1542 waiver, and understands that she hereby waives all claims, known or unknown, suspected or unsuspected against the Released Parties. Plaintiff alone shall assume full responsibility for any damages or losses caused by this waiver.

Plaintiff further promises and covenants not to sue Defendant or one or more of the Released Parties for any of the claims released by this Agreement.

Nothing contained in this Agreement shall be deemed a release or waiver by Plaintiff of claims Plaintiff may have against any of the Released Parties for: (a) unemployment and disability pursuant to the terms of applicable California law; (b) **workers' compensation insurance injury or pay benefits pursuant to Division 4 of the California Labor Code, under the terms of any worker's compensation insurance policy or fund of the Plaintiff; and (c) any claims that, under applicable federal, state, or local law, are not waivable. This waiver and release is contingent upon the Court's approval of the Parties' PAGA settlement.**

5.8 **Approval of the Settlement.** As explained in Paragraph 4.9, in order to comply with the requirements of Labor Code Section 2699(l), Plaintiff shall file an Approval Motion identifying the key terms of this Settlement requesting that the Court approve the Settlement.

5.9 **Administering the Settlement and Payment Plan.**

a. Within fifteen (15) calendar days after the Effective Date, Defendant will provide an Aggrieved Employee list ("Aggrieved Employee List") to the Settlement Administrator containing: (1) the name; (2) last known home address; (3) the number of Individual Pay Periods Worked by an Aggrieved Employee during the PAGA Period; and (4) social security number of each Aggrieved Employee.

b. Within thirty (30) days after the Effective Date, Defendant shall fund 50% of the GSA with the Settlement Administrator. Defendant will fund the balance of the GSA with the Settlement Administrator no later than six (6) months after funding the initial 50% of the GSA. For the sake of clarity, if the Effective Date occurred on

March 1, 2024, then Defendant would fund the balance of the GSA with the Settlement Administrator on or by September 30, 2024.

c. The Settlement Administrator shall distribute each Aggrieved Employee Share to the Aggrieved Employees, **the attorneys' fees and costs** approved by the Court, and the Individual Settlement Award approved by the Court within thirty (30) calendar days of receipt of the full amount of the GSA from Defendant.

d. The payment checks for each Aggrieved Employee Share shall be sent to each Aggrieved Employee by U.S. First Class mail to the **Aggrieved Employee's** address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. A notice explaining this Settlement (substantially in the form attached hereto as Exhibit A) will be included in the mailing of each **Aggrieved Employees'** check and submitted to the Court for its review and approval ("**Notice**"). Prior to mailing the Notice and payment check, the Settlement Administrator shall check the addresses provided by Defendant in the Aggrieved Employee List using the National Change of Address database and shall update any addresses accordingly. Should any of the Notices and payment checks be returned as undeliverable, the Settlement Administrator will conduct a search for a more current address (via a skip trace or other reasonable method) and re-mail the Notice and payment check to the more current address, if any. It will be conclusively presumed that an Aggrieved Employee's Aggrieved Employee Share check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. The date of the initial mailing of the payment check shall be conclusively determined according to the records of the Settlement Administrator.

e. The Settlement Administrator shall ensure that seventy-five percent (75%) of the PAGA Payment is paid to the LWDA within thirty (30) calendar days of receipt of the GSA from Defendant.

f. Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the Settlement Administer will ensure that uncashed funds shall be forwarded to the State of California's **unclaimed property fund** in the name of the respective PAGA Member.

g. Since this is not a settlement of a class action but a PAGA settlement on behalf of the State of California, no person can (a) object to the settlement after the **Court's Approval Order is made**, or (b) **opt out from being covered by release of claims** at any time before or after the Approval Order is made.

5.10 **Duties of the Parties Prior to Approval.** As set forth in this Agreement, Plaintiff will file the Approval Motion by May 30, 2023, as required by Labor Code section 2699(I), including a request for an Order from the Court approving the following:

- a. Approving the terms of this PAGA Settlement and Release Agreement;
- b. Approving the amount of PAGA Counsel Fees & Costs;
- c. Appointing ILYM Group, Inc. as the Settlement Administrator and approving the amount of Settlement Administration Costs;
- d. Approving the amount of Plaintiff's Individual Settlement Award;
- e. Approving the Notice; and
- f. Entering Final Judgment.

In conjunction with the Approval Motion as specified herein, the Parties will submit a proposed Approval Order granting the Approval Motion, which will include a Final Judgment consistent with the terms of this Agreement. The proposed Approval Order and Final Judgment will include a **dismissal of Plaintiff's PAGA claims with prejudice**, and a request pursuant to California Code of Civil Procedure section 664.6 that the Court retain continuing jurisdiction over this Action and over all Parties, to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

5.11 **Parties' Authorization.** The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

5.12 **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, PAGA Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the approval of this Settlement from the Court. The Parties agree to work cooperatively to comply with the notice requirements to the LWDA pursuant to Labor Code sections 2699(1)(2) and 2699(1)(3).

5.13 **Confidentiality.** Other than information necessary to secure Court approval of this Settlement, the Parties agree to keep confidential all matters related to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. The Parties may, however, discuss the terms of this Settlement with their spouses, fiancées, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Prior to the filing of the Approval Motion, **the Parties and Parties'** respective counsel agree not to publicize or discuss the facts, amount, terms, or existence of the **Settlement in any way to anyone other than the Parties or the Parties' counsel, or the mediator,** Michael Loeb. Plaintiff and PAGA Counsel additionally agree not to publicize or communicate the fact or terms of the Settlement on any social media, internet site, print media, or marketing/advertising materials. The Court shall have the power to enjoin violations of this

provision and the prevailing party shall be entitled to its attorneys' fees and costs. The Parties and their counsel shall keep this Settlement and its terms confidential except for any and all documents and information which is made a public record as part of the Settlement. Notwithstanding the foregoing, PAGA Counsel shall be permitted to disclose this settlement for purposes of describing their qualifications as Counsel in other cases.

5.14 **No Prior Assignments.** The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, or purported to assign, or transfer to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

5.15 **No Admission.** Nothing contained herein, nor is the consummation of this Settlement, to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Released Parties. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant and the Released Parties deny that they have engaged in any unlawful activity, that they failed to comply with the law in any material respect, or that they have any liability to anyone under the claims asserted in the Lawsuit. This Agreement is entered into solely for the purpose of compromising highly-disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant or any of the Released Parties.

5.16 **Non-Evidentiary Use.** Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a

presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Lawsuit, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant or any of the Released Parties to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement.

5.17 **Nullification.** If (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys' fees and costs and Individual Settlement Award), or (b) the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs and Individual Settlement Award, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

5.18 **Attorneys' Fees, Costs, and Expenses.** None of the Parties shall be construed as the prevailing party in this matter. Except as specifically set forth herein, each party shall bear their/her own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them/her arising out of the Lawsuit, and shall not seek reimbursement thereof from any other party to this Agreement.

5.19 **Construction.** The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff (on behalf of herself and the State of California and the Aggrieved Employees) and Defendant regarding actual or potential claims asserted by Plaintiff against the Released Parties. Excluding any confidentiality agreement

executed by Plaintiff with Defendant, which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. Consequently, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

5.20 **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

5.21 **Modifications.** This Settlement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

6. MISCELLANEOUS

6.1 This Settlement contains the entire agreement between the Parties relating to the Settlement of the Covered Claims and Plaintiff's released claims, and all prior or contemporaneous agreements (except any confidentiality agreement), understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any party concerning this Agreement other than

those expressly set forth or referred to herein.

6.2 This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

6.3 This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile.

6.4 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

6.5 The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

6.6 The Solano County Superior Court shall retain jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

6.7 This Agreement shall not be subject to collateral attack by any Aggrieved Employees. Such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employees failed, for any reason, to timely receive his or her Aggrieved Employee Share.

[SIGNATURES ON FOLLOWING PAGE]

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: January 9, 2024

Mary Catherine Ewart
MARY CATHERINE EWART
as PAGA Representative

DATED: December __, 2023

FOR BOLT STAFFING SERVICE, INC.
By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:

DATED: January 10, 2024

AEGIS LAW FIRM, PC

By: Jessica L. Campbell
JESSICA L. CAMPBELL
KASHIF HAQUE
SAMUEL A. WONG
JAMIE M. LOOS
Attorneys for Plaintiff Mary Catherine Ewart
and the Aggrieved Employees

DATED: December __, 2023

SEYFARTH SHAW LLP

By: _____
RYAN McCOY
Attorney for Defendant

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: December __, 2023

MARY CATHERINE EWART
as PAGA Representative

DATED: 1/16/2024

Joanne Sanders

FOR BOLT STAFFING SERVICE, INC.
By: Joanne Sanders
Its: President

APPROVED AS TO FORM AND CONTENT:

DATED: December __, 2023

AEGIS LAW FIRM, PC

By: _____
JESSICA L. CAMPBELL
KASHIF HAQUE
SAMUEL A. WONG
JAMIE M. LOOS
Attorneys for Plaintiff Mary Catherine Ewart
and the Aggrieved Employees

DATED: 1/18/2024

SEYFARTH SHAW LLP

By: Ryan McCoy

RYAN McCOY
Attorney for Defendant

EXHIBIT A

NOTICE OF COURT-APPROVED SETTLEMENT

Mary Catherine Ewart v. Bolt Staffing Services, Inc.
Solano County Superior Court, Case No. FCS057627

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual PAGA Payment from Court-Approved Settlement in *Ewart v. Bolt Staffing Service, Inc. et al.*
Solano County Superior Court, Case No. FCS057627

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual PAGA Payment"). This check is your payment from the court-approved settlement of a lawsuit entitled *Ewart v. Bolt Staffing Service, Inc.*, Case No. FCS057627 ("Action"), which was filed in the Superior Court of California for the County of Solano ("Court").

The settlement involves the lawsuit that was filed by Mary Catherine Ewart ("Plaintiff"), a former employee of Bolt Staffing Service, Inc. ("Defendant"), on behalf of the State of California with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). In the case of this matter, Plaintiff alleged that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay all wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, timely pay all wages during employment and upon separation of employment.

BOLT Staffing is a family-owned, minority-owned, and woman-owned small business that has operated without any legal claims since it was founded in Fairfield, California, in 1998. Defendant heartily denies these allegations and denies any wrongdoing of any kind associated with these claims and allegations. Defendant further asserts that it has fully complied with the law, and will always work hard to do so.

Nevertheless, in order to avoid extended litigation and avoid continuing to incur significant legal costs and time defending against the lawsuit, a settlement was reached between Plaintiff and Defendant, on behalf of Plaintiff, the State of California, and the following aggrieved employees: all current or former non-exempt/hourly paid employees who are or previously were employed by Defendant within the State of California between December 29, 2020 through June 23, 2023 ("PAGA Employees"). The settlement resolves and releases all PAGA claims alleged in the lawsuit as to Defendant and the Released Parties.

On [DATE] the settlement was approved by the Court, with a portion to be paid to the State of California, a portion to be paid to the PAGA Employees, up to \$150,000 (or one quarter of the settlement amount) to Plaintiff's attorneys, approximately \$15,002.89 for costs incurred by Plaintiff's attorneys, up to \$7,500.00 to Plaintiff for bringing the lawsuit, and up to \$9,450.00 to the Settlement Administrator. You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified, through Defendant's business records, as a PAGA Employee. You are therefore covered by this settlement and entitled to a share of the settlement proceeds based upon the Court-approved allocation. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant as a PAGA Employee during the period between December 29, 2020 through June 23, 2023 ("PAGA Period"). The enclosed settlement check shall remain valid for 180 days after mailing.

Because this calculation was approved by the Court, the amount of your payment is final and cannot change. This means that you are not able to pursue a PAGA lawsuit against Defendant and the Released Parties based on claims covered by the Court-approved settlement. Un-cashed checks will be delivered to the State of California's unclaimed property fund in your name.

Please Note: The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. No taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. Thus, you are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the Released Claims. The "Released Parties" means Defendant and all of its present and former parent companies, subsidiaries, affiliates, owners, investors, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, clients (up to and including the six entities originally named as defendants in Plaintiff's Complaint and LWDA Letter: FN Cellars, LLC, Jackson Family Wins, Inc., Three Sticks, LLC, Top It Off Bottling, LLC, Solano-Napa Habitat for Humanity, Inc., and Napa Valley Country Club), customers, and assigns. The "Released Claims" means and refers to any and all PAGA claims or causes of action of whatever kind or nature which occurred during the PAGA Period that were alleged, or that reasonably could have been alleged (including a claim for reporting time pay), based on the facts alleged in the Action and Plaintiff's LWDA Letter, regardless of theory of recovery. The release thus includes PAGA claims or PAGA causes of action for violations of the Labor Code sections raised by Plaintiff's Action and Plaintiff's LWDA Letter, up to and including 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698, and the applicable Wage Order, regardless of theory of recovery. The release as to the State of California and Aggrieved Employees only covers claims that arise under PAGA, and does not cover an Aggrieved Employee's individual Labor Code claims. The release by all PAGA Members excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, worker's compensation, class claims, and PAGA claims outside of the PAGA Period.

Please do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement or your individual settlement payment. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years, and not a party to the
3 within action. My business address is 560 Mission Street, Suite 3100, San Francisco, California. On
4 February 20, 2024, I caused to be served the within document(s):

5 **[PROPOSED] STIPULATED ORDER APPROVING SETTLEMENT UNDER LABOR CODE
6 PRIVATE ATTORNEYS' GENERAL ACT OF 2004**

- 7 ☒ by having the document(s) listed above placed in a sealed envelope with postage thereon fully
8 prepaid, in the United States mail at 560 Mission Street, Suite 3100, San Francisco, California,
9 addressed as set forth below.
- 10 ☐ by causing personal delivery, through Nationwide Legal, Inc., the document listed above to the
11 persons at the addresses set forth below.
- 12 ☐ by placing the document(s) listed above in a sealed envelope or package provided by an
13 overnight delivery carrier with postage paid on account and deposited for collection with the
14 overnight carrier at San Francisco, California, addressed as set forth below.
- 15 ☒ by transmitting the document(s) listed above, electronically, via e-mail addresses set forth below.

16 Samuel A. Wong
17 Kashif Haque
18 Jessica L. Campbell
19 Jamie Loos
20 Aegis Law Firm, PC
21 9811 Irvine Center Drive, Suite 100
22 Irvine, CA 92618
23 Telephone: (949) 379-6250
24 Fax: (949) 379-6251
25 jcampbell@aegislawfirm.com;
26 jloos@aegislawfirm.com

27 I am readily familiar with the firm's practice of collection and processing correspondence for
28 mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with
postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party
served, service is presumed invalid if postal cancellation date or postage meter date is more than one day
after date of deposit for mailing in affidavit.

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

Executed on February 20, 2024, at Oakland, California.

25 
26 Shari O'Brien

80028584v.2