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12 [additional parties and counsel continued on next page]
13

14 **SUPERIOR COURT OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 CARLETON EDWARDS, MICHAEL
17 ADAMS, and PETER HALL, as individuals
and on behalf of all other similarly situated
18 employees,

19 Plaintiff,

20 vs.

21 SUBURBAN PROPANE, L.P., a Delaware
22 Limited Partnership; and DOES 1 to 100,
23 inclusive,

24 Defendants.
25
26
27
28

Case No.: 34-2022-00314949

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: February 2, 2022

FAC Filed: June 6, 2022

SAC Filed: March 10, 2023

Trial Date: None Set

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1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiffs Carleton Edwards, Michael Adams, and Peter Hall (“Plaintiffs”), on
3 behalf of themselves, the Labor and Workforce Development Agency, Class Members, and Aggrieved
4 Employees, and Defendants Suburban Propane, L.P., and Suburban Sales & Service, Inc. (“Defendants”).
5 This Agreement is subject to the terms and conditions set forth below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” includes all of the following lawsuits: (1) *Edwards, et al. v. Suburban Propane,*
9 *L.P.*, Sacramento County Superior Court, Case No. 34-2022-00314949 (“*Edwards Action*”); (2) *Hall v.*
10 *Suburban Propane, L.P., et al.*, Los Angeles County Superior Court, Case No. 22STCV00670 (“*Hall Class*
11 *Action*”); (3) *Hall v. Suburban Propane, L.P., et al.*, Los Angeles County Superior Court, Case No.
12 22AVCV00103 (“*Hall PAGA Action*”); and (4) *Adams v. Suburban Propane, L.P., et al.*, Sacramento
13 County Superior Court, Case No. 34-2022-00316279 (“*Adams Action*”).

14 1.2 “Aggrieved Employee(s)” means all non-exempt employees who worked for Defendants in
15 California during the PAGA Claim Period. The estimated number of Aggrieved Employees is 327.

16 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
17 Regarding Class Action and PAGA Settlement and Release.

18 1.4 “Class Counsel” means Galen T Shimoda and Justin P. Rodriguez of Shimoda & Rodriguez
19 Law, PC (“SRL”), Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw,
20 Jeffrey S. Herman, and Sergio J. Puche Blumenthal of Nordrehaug Bhowmik DeBlouw, LLP (“BNBD”),
21 and Mark D. Potter and James M. Treglio of Potter Handy LLP (“PH”).

22 1.5 “Class Member(s)” includes all individuals within the Reimbursement Subclass and the
23 Wage Subclass as defined in Sections 1.31 and 1.38, respectively. The estimated number of Class Members
24 is 634.

25 1.6 “Class Period” includes the Reimbursement Subclass Period and the Wage Subclass Period
26 as defined in Sections 1.32 and 1.39, respectively.

27 1.7 “Class Representatives” means Plaintiffs Carleton Edwards, Michael Adams, and Peter
28 Hall.

1.8 “Class Representatives’ Released Claims” means all claims arising from, could have been asserted, or related in any way to the Class Representatives’ employment with Defendants, under federal, state, or local laws, and/or ordinances, or tort or contract theories, whether known or unknown, and whether anticipated or unanticipated, including without limitation statutory, constitutional, contractual or common law claims for lost wages, unpaid wages, emotional distress, punitive damages, special damages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief or other similar relief or claims. The Class Representatives’ Released Claims exclude claims for workers’ compensation, unemployment insurance benefits, or other claims that cannot be released as a matter of law.

1.9 “Complaint” means the operative Complaint on file with the Court in *Edwards, et al. v. Suburban Propane, L.P.*, Sacramento County Superior Court, Case No. 34-2022-00314949.

1.10 “Court” means the Sacramento County Superior Court.

1.11 “Defendants” means Suburban Propane, L.P, and Suburban Sales & Service, Inc.

1.12 “Defendants’ Counsel” means Efthalia S. Rofos and Megan A. Childress of Barber Ranen, LLP.

1.13 “Enhancement Payment” means the amount approved by the Court to be paid to the Class Representatives in recognition of the time and effort expended on behalf of Class Members for the benefit of Class Members, which is in addition to any Individual Settlement Amount paid to the Class Representatives as Participating Class Members.

1.14 “Effective Date” means the Final Approval Date unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day after a signed order approving this settlement has been filed provided no appellate proceeding having been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever is later.

1.15 “Fernandez Action” means *Michell Fernandez, et al. v. Suburban Propane, LP*, Fresno County Superior Court Case No. 16CECG00418, that previously settled a class of all employees of defendant employed as either: 1) a Customer Service Representative (“CSR”) and Customer Relations

1 Specialist (“CRS”) employed by Suburban Propane, LP in California from February 10, 2012 through
2 March 24, 2021; or 2) a Service Technician (“ST”) employed by Suburban in California from November
3 2, 2013 through March 24, 2021.

4 1.16 “Final Approval Date” means the date a signed order granting final approval of this
5 Agreement is filed with the Court.

6 1.17 “Gross Settlement Amount” is the sum of Nine Hundred Forty-Five Thousand Dollars and
7 Zero Cents (\$945,000.00), which is the total amount to be paid by Defendants as provided by this
8 Agreement except as provided in Section 5 below. This Gross Settlement Amount is an all-in amount
9 without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion
10 of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and
11 shall be the separate additional obligation of Defendants.

12 1.18 “Individual Settlement Amount” means an individual Class Member’s and Aggrieved
13 Employee’s allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in
14 Sections 1.20, 1.24, 5.5, and 5.8-5.8.4.

15 1.19 “LWDA” means the California Labor and Workforce Development Agency.

16 1.20 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
17 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s
18 attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement
19 Payment to the Class Representatives.

20 1.21 “Notice of Settlement” means the document substantially in the form attached hereto as
21 Exhibit 1.

22 1.22 “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of
23 Settlement to Class Members and Aggrieved Employees.

24 1.23 “PAGA” means Private Attorneys General Act.

25 1.24 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
26 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

27 1.25 “PAGA Claim Period” means November 1, 2020, through February 12, 2023.

28 1.26 “Parties” mean Defendants and Plaintiffs.

1 1.27 “Participating Class Member” means any and all Class Members who have not made any
2 timely request to opt-out of the Agreement.

3 1.28 “Preliminary Approval Date” means the date a signed order granting preliminary approval
4 of this Agreement is filed with the Court.

5 1.29 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
6 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments
7 under this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement
8 shall remain the property of Defendants until the payments required under the Agreement are made.

9 1.30 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
10 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class
11 Members, their total weeks worked shall be calculated by taking the total length of service (in days) in
12 California during the Class Period divided by seven. For Aggrieved Employees workweeks shall be
13 calculated by taking the total length of service (in days) in California during the PAGA Claim Period
14 divided by seven. The calculation of a Class Member’s and/or Aggrieved Employee’s workweeks and a
15 determination as to whether a Class Member and/or Aggrieved Employee was actively employed in
16 California in a particular workweek shall be construed from Defendants’ records.

17 1.31 “Reimbursement Subclass” means all employees who are class members in the *Fernandez*
18 Action and worked for Defendants in California during the Reimbursement Subclass Period.

19 1.32 “Reimbursement Subclass Period” means January 7, 2018, to March 24, 2021.

20 1.33 “Released Class Claims” means the following for Class Members within the Wage
21 Subclass: Any and all claims that are alleged in the operative Complaint, and any additional wage and hour
22 claims that could have been brought based on the facts alleged in the operative Complaint, through the
23 Wage Subclass Period. This release excludes the release of reimbursement claims and other claims not
24 permitted by law including claims for vested benefits, wrongful termination, violation of the Fair
25 Employment and Housing Act, unemployment insurance, disability, social security, workers’
26 compensation, and California class claims outside of the Class Period. For Class Members within the
27 Reimbursement Subclass, “Released Class Claims” means any and all reimbursement claims that are
28 alleged in the operative Complaint, and any additional reimbursement claims that could have been brought

1 based on the facts alleged in the operative Complaint through the Reimbursement Subclass Period. This
2 release excludes the release of any wage and hour claims that are not reimbursement claims and other
3 claims not permitted by law including claims for vested benefits, wrongful termination, violation of the
4 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
5 compensation, and California class claims outside of the Class Period.

6 1.34 "Released PAGA Claims" means any and all claims for civil penalties that were brought
7 under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the operative Complaint
8 and any additional wage and hour PAGA claims that could have been brought based on the facts alleged
9 in the operative Complaint during the PAGA Claim Period. Aggrieved Employees cannot opt out of this
10 waiver of claims. The Released PAGA Claims do not include other PAGA claims, underlying wage and
11 hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and
12 worker's compensation, and PAGA claims outside of the PAGA Claim Period.

13 1.35 "Released Parties" means Defendants, as well as Defendants' officers, shareholders,
14 directors, agents, employees, attorneys, and insurers.

15 1.36 "Settlement Administrator" means and refers to ILYM Group, Inc., the third-party entity
16 that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator
17 agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The
18 Parties each represent that they do not have any financial interest in the Settlement Administrator.

19 1.37 "Settlement Administrator Costs" means the fees and expenses reasonably incurred by the
20 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
21 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
22 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees
23 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
24 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
25 Members and/or Aggrieved Employees, Class Counsel, and Defendants' Counsel; all costs and fees
26 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and
27 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,
28 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to

1 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
2 other filings required by any governmental taxing authority or agency; all costs and fees associated with
3 preparing any other notices, reports, or filings to be prepared in the course of administering Individual
4 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator
5 in connection with the execution of its duties under this Agreement.

6 1.38 “Wage Subclass” means employees who are class members in the *Fernandez* Action and
7 who worked for Defendants in California between March 25, 2021 and February 12, 2023, and all other
8 non-exempt employees (*i.e.* employees who were not part of the release of claims in the *Fernandez* Action)
9 who worked for Defendants in California during the time period of Wage Subclass Period.

10 1.39 “Wage Subclass Period” means March 25, 2021, to February 12, 2023, for employees who
11 are class members in the *Fernandez* Action, and January 7, 2018, through February 12, 2023, for all other
12 individuals within the Wage Subclass.

13 **2. DESCRIPTION OF THE LITIGATION**

14 2.1 Prior to filing their respective lawsuits, Plaintiffs sent notice to the LWDA to exhaust
15 administrative remedies under the PAGA for alleged violations of the California Labor Code, including
16 the failure to pay overtime wages, the failure to pay minimum wages, the failure to provide meal periods
17 or pay meal period premiums in lieu thereof, the failure to provide rest periods or pay rest period premiums
18 in lieu thereof, the failure to provide accurate wage statements, the failure to pay wages when due, including
19 final wages, the failure to reimburse expenses, the failure to maintain accurate records, and the failure to
20 provide paid sick leave. Plaintiff Michael Adams sent notice on November 1, 2021, Plaintiff Peter Hall
21 sent notice on November 16, 2021, and Plaintiff Carleton Edwards sent notice on January 28, 2022. The
22 LWDA did not respond to the notices within the statutorily required time frame and, as such, Plaintiffs
23 became authorized to act as Private Attorneys General on all alleged PAGA claims.

24 2.2 The dates each of the lawsuits within the Action were filed are as follows: (1) *Hall* Class
25 Action¹ – January 7, 2022; (2) *Edwards* Action – February 2, 2022; (3) *Hall* PAGA Action – February 16,
26 2022; (4) *Adams* Action – March 3, 2022. The operative complaints in each of these lawsuits allege wage
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28 ¹ Plaintiff Peter Hall also asserted a Constructive Discharge claim, but this was brought by him on an individual basis.

1 and hour class action and/or PAGA claims based on the alleged violations of the California Labor Code
2 outlined above as well as derivative claims for unfair competition under the California Business and
3 Professions Code sections 17200 *et seq.*

4 2.3 Through informal discovery, Defendants and Defendants' Counsel provided Class
5 Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,
6 information on Class Members including, but not limited to, Class Members' workweeks, dates of
7 employment, total number of Class Members, their rates of pay and pay periods, and timecard data and
8 payroll reports for a randomly selected sample of Class Members. This was in addition to Class Counsel's
9 independent investigations of the asserted claims. Plaintiffs, therefore, obtained sufficient documents and
10 information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy
11 the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,
12 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

13 2.4 After Class Counsel received the data, the Parties engaged global mediation to attempt
14 resolution of all claims asserted in the Action. An all-day mediation was held on December 12, 2022,
15 utilizing the experienced and well-respected Louis Marlin, Esq., as mediator. At the conclusion of the
16 mediation, the Parties were able to memorialize the core terms of a settlement in a Memorandum of
17 Understanding based upon a mediator's proposal. Thereafter, the Parties continued to negotiate the
18 remaining details of the settlement, which are contained in this Agreement. Discussions between Plaintiffs
19 and Class Counsel, between counsel for the Parties, document productions, extensive legal analysis, the
20 provision of information by Defendants to Plaintiffs and the detailed analysis of the records, have permitted
21 each side to assess the relative merits of the claims and the defenses to those claims. At all times, the
22 Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

23 2.5 The Parties agree that the above-described investigation and evaluation, as well as discovery
24 and the information exchanged to date, are more than sufficient to assess the merits of the respective
25 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Class Counsel,
26 Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a
27 manner and upon such terms and conditions set forth herein in order to avoid further expense,
28 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the

Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

2.6 Defendants have denied each of Plaintiffs' claims and Defendants have denied that this Action is appropriate for class certification for anything other than settlement purposes. The agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the underlying claims and the class data supporting these claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on Defendants' factual and legal contentions and defenses.

2.7 In connection with seeking Court approval of the Agreement, the Parties have agreed to file a Second Amended Complaint, which is the operative Complaint, in the *Edwards* Action that consolidates all parties, claims, and allegations asserted within each lawsuit in the Action in order to avoid the expense, delay, and potential confusion by Class Members that may arise if there were multiple approval proceedings occurring concurrently in separate jurisdictions, and, thereafter, to dismiss without prejudice the separate *Hall* and *Adams* Actions. It is the intent of the Parties that the allegations and claims asserted in the Complaint encompass all claims asserted in the Action such that the release of claims contained within this Agreement will likewise encompass all claims asserted in the Action.

3. THE CONDITIONAL NATURE OF THIS AGREEMENT

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California

Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE CLASS

4.1 The scope of the class of individuals encompassed under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Class Members as defined in Section 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in Section 7.5.1.

4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under this Agreement.

4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a data request to the Settlement Administrator. The data request must contain all of the following information: (a) the full name and, if applicable, Social Security Number of the individual making the request; (b) the name used by such employee as of the time his or her employment with Defendants ended; (c) the individual's dates of employment with Defendants; and (d) a return address to which a response may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event

more than two business days) transmit the data requests to Defendants' Counsel and request that Defendants review their records.

4.4 If Defendants agree that the person listed in a data request is a Class Member and/or Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the person who submitted the data request, at the address designated for that purpose in the data request. All provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent in response to data requests, and any person who submits a data request and is sent a Notice of Settlement in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved Employee for all other purposes.

4.5 If Defendants do not agree that the person listed in a data request is a Class Member and/or Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request dispute. Defendants' records shall control unless the individual submitting the data request provides persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7) calendar days after Defendants' Counsel and Class Counsel submit the dispute to the Settlement Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject to Court review.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendants shall pay the Gross Settlement Amount (\$945,000.00). Funding of the Gross Settlement Amount shall occur within 21 calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering

the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representatives and the PAGA Payment. Any monies necessary to satisfy Defendants' tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments) on any monies attributed as wages and to be distributed to Participating Class Members will be paid in addition to the Gross Settlement Amount.

5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$ 315,000, that shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 1/3 threshold. Attorneys' fees shall be divided among Class Counsel as follows: \$108,333.33 to Shimoda & Rodriguez Law, PC; \$108,333.33 to Potter Handy, LLP; and \$98,333.34 to Blumenthal Nordrehaug Bhowmik DeBlouw, LLP. To the extent the Court awards less than the full amount of attorneys' fees requested, each firm's share of fees will be reduced pro rata. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed \$25,000.00, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$25,000.00 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed \$17,500.00. The difference between any actual costs and the allocated \$17,500.00 shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiffs, shall apply to the Court for an Enhancement Payment to each of the Class Representatives in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to compensate for the risks, time, and expense of their involvement in the Action and securing the benefits of this Agreement for Class Members. The Enhancement Payment

1 is in addition to the Individual Settlement Amount Plaintiffs would otherwise be due under the Agreement
2 as a Participating Class Member, and would also be in addition to any amounts paid to Plaintiff Peter Hall
3 under any individual settlement of his constructive discharge claim as set out in Section 6.3.2. Defendants
4 have agreed to not oppose Class Counsel's request for an Enhancement Payment to Plaintiffs so long as it
5 does not exceed the amount stated herein. The Enhancement Payment will be designated as a non-wage
6 payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than the
7 Enhancement Payment amount requested, then any portion of the requested amount not awarded to the
8 Class Representatives shall be added to the Net Settlement Amount to be distributed to Participating Class
9 Members on a pro rata basis.

10 5.5 PAGA Payment: Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross
11 Settlement Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%)
12 (\$15,000) of the PAGA Payment will be paid to the LWDA and Twenty-Five percent (25%) (\$5,000) will
13 be paid to Aggrieved Employees on a pro rata basis as described below in Section 5.8.4. Any amount not
14 approved by the Court for the allocated PAGA Payment shall be added to the Net Settlement Amount to
15 be distributed to Participating Class Members on a pro rata basis.

16 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
17 Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by
18 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
19 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine
20 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

21 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
22 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in
23 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
24 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to
25 any new or additional compensation or benefits under any company bonus or other compensation or benefit
26 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
27 Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
28 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement

Amounts provided for in this Agreement are the sole payments to be made by Defendants to the Participating Class Members and Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for approved attorneys' fees and costs, any Enhancement Payment to the Class Representatives, the Settlement Administrator Costs, and the PAGA Payment. Five percent (5%) of the Net Settlement Amount will be allocated to the Reimbursement Subclass for the release of claims specific to that subclass as identified in Section 1.33. The remaining ninety-five percent (95%) of the Net Settlement Amount will be allocated to the Wage Subclass for the release of claims specific to that subclass as identified in Section 1.33. Based on Defendants' records, Class Members will be assigned to either the Reimbursement Subclass or the Wage Subclass. To the extent a Class Member worked any amount of time within the Wage Subclass Period, they will be assigned to the Wage Subclass.

5.8.1 For Class Members in the Reimbursement Subclass, their share will be initially determined by dividing their total Qualifying Workweeks within the Reimbursement Subclass Period by the total Qualifying Workweeks of all Class Members within the Reimbursement Subclass within that same period. That fraction will then be multiplied by the Net Settlement Amount allocated to this subclass (*i.e.* 5% of the Net Settlement Amount) to arrive at the Class Member's individual share.

5.8.2 For Class Members in the Wage Subclass, their share will be initially determined by dividing their total Qualifying Workweeks within the Wage Subclass Period by the total Qualifying Workweeks of all Class Members within the Wage Subclass within that same period. That fraction will then be multiplied by the Net Settlement Amount allocated to this subclass (*i.e.* 95% of the Net Settlement Amount) to arrive at the Class Member's individual share.

5.8.3 Any funds allocated to Class Members under this formula who timely opt out of the Settlement will be redistributed to Participating Class Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing their total Qualifying Workweeks within their

subclass by the total Qualifying Workweeks of all Participating Class Members within their subclass and that fraction will then be multiplied by the Net Settlement Amount allocated to the subclass to arrive at the Participating Class Member's individual share.

5.8.4 Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Participating Class Members as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Individual Settlement Amounts to Participating Class Members and Aggrieved Employees are as follows:

5.9.1 For Individual Settlement Amounts paid to Participating Class Members within the Wage Subclass: (a) Twenty Percent (20%) of each Participating Class Members' Individual Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes (the "Wage Portion"). Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual Settlement Amount. (b) Eighty Percent (80%) of each Participating Class Members' Individual Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes (the "Non-Wage Portion"). This portion of the Individual Settlement Amount consists of other income, not wages, for which the Participating Class Members shall receive an IRS Form 1099-MISC.

5.9.2 For Individual Settlement Amounts paid to Participating Class Members within the Reimbursement Subclass: The entirety (100%) of payments made under this subclass consists of other income, not wages, for which the Participating Class Member shall receive an IRS Form 1099-MISC.

5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted

1 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
2 which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

3 5.9.4 The Enhancement Payments to the Class Representatives shall also be classified as
4 other income, not wages, for which they will receive an IRS Form 1099-MISC, in accordance with the
5 terms set forth in Section 5.4, above.

6 5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the
7 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
8 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants'
9 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,
10 including the treatment of such payments as not subject to withholding or deduction for payroll and
11 employment taxes. No party has made any representation to any of the other Parties as to the taxability of
12 any payments pursuant to this Agreement, including the payments to Participating Class Members, the
13 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
14 Representatives, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or
15 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
16 implications of any provision of this Agreement.

17 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this
18 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
19 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
20 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
21 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
22 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
23 not meet the standards for settlement approval, then Defendants and Plaintiffs shall be equally responsible
24 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and
25 the date of such event.

26 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
27 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for
28 establishing class certification have been met and are met.

1 5.13 Adequacy of Class Counsel and Class Representatives: The Parties agree that, for purposes
2 of settlement only, Class Counsel and Plaintiffs are adequate representatives for Class Members and
3 Aggrieved Employees.

4 **6. RELEASE**

5 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
6 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims
7 as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their
8 successors in interest will be permanently enjoined and forever barred from prosecuting any of Released
9 Class Claims against any of the Released Parties.

10 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
11 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
12 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
13 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
14 Claims against any of the Released Parties.

15 6.3 Release by Plaintiffs: Upon the Effective Date, Plaintiffs will be deemed to fully, finally
16 and forever release the Released Class Claims, Released PAGA Claims, and Class Representatives'
17 Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiffs and any successors
18 in interest will be permanently enjoined and forever barred from prosecuting any of the Released Class
19 Claims, Released PAGA Claims, and Class Representatives' Released Claims against any of the Released
20 Parties. This release does not extend to Plaintiff Peter Hall's claim for constructive discharge that he is
21 separately settling.

22 6.3.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of the
23 release of claims by Plaintiffs, excluding Plaintiff Peter Hall's constructive discharge claim he is
24 separately settling, Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any,
25 of section 1542 of the California Civil Code, which reads:

26 A general release does not extend to claims that the creditor or releasing
27 party does not know or suspect to exist in his or her favor at the time of
28 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

6.3.2 Plaintiff Peter Hall's Constructive Discharge Claim: Plaintiff Peter Hall has asserted an additional, individual claim against Defendants for constructive discharge. Plaintiff Peter Hall is separately settling this individual claim. Any payment to Plaintiff Peter Hall by Defendants for the settlement of his constructive discharge claims is separate from, and in addition to, the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of the Agreement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court or as otherwise required by the Court.

7. SETTLEMENT ADMINISTRATION

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:

- 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are valid;
- 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement Amounts, including employer taxes;
- 3) taking appropriate steps to trace and locate any individual Class Members and Aggrieved Employee whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class Members;
- 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law;
- 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees, including any associated documentation, regarding their Qualified Workweek calculations;
- 6) receiving and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or any opt out statements;
- 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members and/or Aggrieved Employees;
- 8) maintaining a QSF;
- 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Class Members or Aggrieved Employees;
- 10) determining the validity of any disputes or late opt-outs by previously unidentified Class Members or Aggrieved Employees;
- 11) paying any residual funds from uncashed checks;
- 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of

the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement will provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying Workweeks and subclass placement, and how to opt-out from the Agreement. The Notice of Settlement will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments, proposed Settlement Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the class, the nature and extent of the released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information regarding Class Member's and Aggrieved Employee's estimated Individual Settlement Amount. The Notice of Settlement will provide information on how to access electronic copies online of the Notice of Settlement, any motions for approval of the Agreement, any motions for approval of attorneys' fees and costs, and any other documents as the Court directs. Finally, the Notice of Settlement will be sent in English and Spanish to Class Members.

1 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
2 Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the name, last
3 known mailing address, last known telephone number, Social Security Number, start and end date of
4 employment (if any) of each Class Member and Aggrieved Employee, and any other information the
5 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as
6 outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying
7 Workweeks for each Class Member and Aggrieved Employee. No later than twenty-one (21) calendar
8 days after receipt of such address information, the Settlement Administrator will perform a national change
9 of address (“NCOA”) search, update the addresses per the results of the NCOA search, and then mail the
10 Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved
11 Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information
12 received from Defendants confidential to itself, and Defendants’ Counsel. However, Class Counsel shall
13 be able to review the breakdown of Qualified Workweeks, in total and within each subclass, and estimated
14 Individual Settlement Amounts for Class Members and Aggrieved Employees prior to mailing for quality
15 assurance provided the personal identifying information is redacted and/or omitted.

16 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
17 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
18 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
19 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
20 attempt to determine a correct address using a skip-trace, computer or other search using the name, address
21 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
22 five (5) calendar days to any more recent address found as a result of the search. Following each search
23 that does not result in a corrected address, for those Class Members who appear to be current employees
24 of Defendants at the time of the Preliminary Approval Date, the Settlement Administrator shall contact
25 Defendants’ Counsel for assistance and Defendants shall cooperate in good faith with the Settlement
26 Administrator’s reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
27 are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address
28 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,

1 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
2 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
3 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
4 be bound by all terms of the Agreement, including the releases contained in Section 6.

5 7.5 Responses to Notice of Settlement:

6 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to
7 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
8 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or
9 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be
10 excluded from the settlement; (c) identify the case name and number (*i.e. Edwards, et al. v. Suburban*
11 *Propane, L.P.*, Case No. 34-2022-00314949); (d) be signed; and (e) be post-marked no later than the
12 conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must
13 personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class
14 Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to
15 determine whether a request to opt-out has been timely submitted. Any Class Member who requests to
16 opt-out of the Agreement will not be entitled to any portion of the Net Settlement Amount nor will they
17 have any right to object, appeal or comment thereon. The name of any Class Member who submits a valid
18 and timely opt out request will be specifically identified in any proposed order granting final approval.
19 Class Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the
20 Agreement and any order or final judgment thereon. Regardless of whether an Aggrieved Employee opts
21 out of being a Class Member, they will still receive their share of the PAGA Payment as Aggrieved
22 Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

23 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes to
24 object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
25 objections to the Settlement Administrator. The Notice of Settlement shall make clear that the Court can
26 only approve or deny the Agreement, not change the terms of the Agreement. The written objection must
27 (a) state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact,
28 a Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d)

1 identify the case name and number (*i.e. Edwards, et al. v. Suburban Propane, L.P.*, Case No. 34-2022-
2 00314949); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the
3 re-mailing timeline stated in Section 7.4. The Notice of Settlement will inform the Class Member that they
4 should also file a notice of intent to appear with the Court and serve the notice on Class Counsel and
5 Defendants' Counsel, if they intend to appear at the final approval hearing. In addition to a written
6 objection, Class Members may appear at the final approval hearing to make an oral objection.

7 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
8 Workweeks on the Notice of Settlement or their assigned subclass shall contact the Settlement
9 Administrator. The dispute must (a) identify the nature of the dispute; (b) provide any information or
10 documentation supporting the dispute; (c) identify the case name and number (*i.e. Edwards, et al. v.*
11 *Suburban Propane, L.P.*, Case No. 34-2022-00314949); (d) be signed; and (e) be post-marked no later than
12 the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Settlement
13 Administrator shall promptly (in no event more than two business days) forward all such disputes to
14 Defendants' Counsel and request that Defendants review the dispute. Defendants' records shall
15 presumptively control unless the Class Member can produce documentation evidencing other periods of
16 employment worked. If Defendants agree with submitted information, the Class Member shall be credited
17 or subtracted Qualifying Workweeks, and/or assigned to a different subclass, in accordance with their
18 submitted dispute and that final number of Qualified Workweeks or assigned subclass shall govern the
19 calculation of that Class Member's Individual Settlement Amount. If Defendants disagree with the
20 submitted information, Defendants' Counsel will promptly advise Class Counsel of the dispute, which
21 includes turning over any documentation submitted by the Class Member as part of the dispute.
22 Defendants' Counsel and Class Counsel shall attempt in good faith to resolve any such dispute within five
23 (5) calendar days of Class Counsel being advised of the dispute. Each dispute that Defendants' Counsel
24 and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator, subject to Court
25 review.

26 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
27 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
28 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the

1 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure
2 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency
3 letter, whichever is later.

4 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
5 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
6 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
7 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

8 7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)
9 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class
10 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
11 and detailed report regarding the statistics and responses of settlement administration to date and all the
12 Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

13 7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and
14 Plaintiffs: Within seven (7) calendar days after the Effective Date and the Court's determination of the
15 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to
16 Plaintiffs, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall
17 calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class
18 Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these
19 calculations Class Counsel and Defendants' Counsel. Defendants shall wire the Gross Settlement Amount
20 and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement
21 Administrator within twenty-one (21) calendar days after the Effective Date to be to be held in trust in a
22 QSF. Within seven (7) calendar days after Defendants fund the settlement, the Settlement Administrator
23 shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to
24 Plaintiffs, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs,
25 and payment to Participating Class Members and/or Aggrieved Employees as required under this
26 Agreement and approved by Court.

27 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
28 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide

the Settlement Administrator with the pertinent taxpayer identification number and payment instructions after the Final Approval Date.

7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved Enhancement Payment to the Class Representatives, care of Class Counsel, unless another method is requested by Class Counsel.

7.8.3 Only Participating Class Members and Aggrieved Employees will receive their Individual Settlement Amount.

7.8.4 The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required.

7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the form of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Compliance and Settlement Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Settlement Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The

schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 21 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees

Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within one week after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar one-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiffs' motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing Plaintiffs and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the proposed Enhancement Payment to Plaintiffs; 7) Preliminarily approving the application for payment of

reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8) Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally approved as fair, reasonable and adequate as to the Class Members.

9.1.2 Defendants shall not oppose Plaintiffs' motion for approval of the proposed Agreement.

9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and appropriate to assure effective communication to individual Class Members of information about their rights and obligations under this Agreement.

9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid request to opt out during the Notice Period.

9.2.1 Class Counsel and Defendants shall work in good faith to draft a mutually agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an Enhancement Payment to the Class Representatives; 3) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Settlement Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's orders.

9.2.2 Following entry of the Court's order granting final approval of the Agreement, the Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:

1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.4 Notice to LWDA: Plaintiffs will provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

10. MISCELLANEOUS TERMS

10.1 Defendants' Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall be paid by Defendants.

10.2 Class Work Weeks, Aggrieved Employee Pay Periods, and Escalator Clause. Based on their records, Defendants have represented that there are no more than 38,068 workweeks during the Wage Subclass Period and no more than 21,913 workweeks during the Reimbursement Subclass Period. Should the number of Wage Subclass workweeks increase by more than 10% of what was represented at the mediation (*i.e.*, by more than 3,807 workweeks, or in other words, if the Wage Subclass workweeks between March 25, 2021, and December 12, 2022, exceed 41,875), Defendants will have the option to either a) increase the Gross Settlement Amount proportionally or b) to shorten the release period

1 to the date on which the number of Wage Subclass workweeks reaches 41,875. Should the number of
2 Reimbursement Subclass workweeks increase by more than 10% of what was represented at the
3 mediation (*i.e.*, by more than 2,191 workweeks, or in other words, if the Reimbursement Subclass
4 workweeks between January 7, 2018, and March 24, 2021, exceed 24,104), Defendant will have the
5 option to either a) increase the Gross Settlement Amount proportionally or b) to shorten the release period
6 to the date on which the number of Reimbursement Subclass workweeks reaches 24,104.

7 10.3 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
8 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
9 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
10 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
11 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
12 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
13 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
14 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
15 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
16 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
17 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
18 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
19 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
20 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
21 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
22 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
23 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
24 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
25 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
26 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
27 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
28 THIS AGREEMENT.

1 10.4 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
3 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
4 and discharged in this Agreement.

5 10.5 Attorney Fee Split Acknowledgement: In signing this Agreement, the Plaintiffs
6 acknowledge and agree that they are aware a division of awarded attorneys fees will be made, that they are
7 aware of the identity of the law firms that are parties to the division, that they consent to the division of
8 fees outlined in the Agreement, and that they have been advised that the total fee charged will not be
9 increased solely by reason of the agreement to divide fees.

10 10.6 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
11 signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the
12 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
13 Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

14 10.7 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
15 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
16 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

17 10.8 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
18 be entered according to this Agreement. The Parties stipulate and agree that the Sacramento County
19 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil
20 Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the
21 Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

22 10.9 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
23 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution
24 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
25 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
26 contemplated by this Agreement and any other efforts that may become necessary by Court order, or
27 otherwise, to effectuate this Agreement and the terms set forth herein.

1 10.10 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
2 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
3 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
4 Complaint, the representative character of the Action, the validity of any of the claims that were or could
5 have been asserted by Plaintiffs and/or Class Members in the Action, or of any liability or guilt of
6 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
7 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Class Members,
8 or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or
9 wrongdoing toward Plaintiffs, the Class Members, or any other person. Each of the Parties has entered
10 into this Stipulation with the intention to avoid further disputes and litigation.

11 10.11 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
12 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
13 third business day after mailing by United States certified mail, return receipt requested, addressed as
14 follows:

15 To Plaintiffs and the Class:

16 Galen T. Shimoda
17 Justin P. Rodriguez
18 Renald Konini
19 Shimoda & Rodriguez Law, PC
 9401 East Stockton Boulevard, Suite 120
 Elk Grove, CA 95624

20 Mark D. Potter
21 James M. Treglio
22 POTTER HANDY LLP
23 100 Pine St., Ste 1250
 San Francisco, CA 94111

24 Norman B. Blumenthal
25 Kyle R. Nordrehaug
26 Aparajit Bhowmik
27 Nicholas J. De Blouw
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, CA 92037

To Defendants:

Efthalia S. Rofos
Megan A. Childress
Barber Ranen LLP
4695 MacArthur Court, Suite 900
Newport Beach, CA 92660

10.12 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.13 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.

10.14 No Modifications: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be discharged except by performance in accordance with its terms.

10.15 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.

10.16 Class Member Signatories: Because the Action has not yet been certified, and the Class Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement may be executed on behalf of all Class Members by the Class Representatives.

10.17 Counterparts: This Agreement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed

1 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
2 and effect of originals.

3 10.18 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
4 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
5 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
6 and governed by, the substantive laws of the State of California without giving effect to that State's choice
7 of law principles.

8 10.19 Headings and Captions: Section titles or captions contained in the Agreement are inserted
9 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
10 this Agreement, or any provision thereof.

11 10.20 No Retaliation or Discouragement: The Parties agree they will take no action that could be
12 construed as retaliation against any Class Members for participating or seeking to participate in this class
13 action settlement. The Parties will not discourage any class member from participating or seeking to
14 participate in this class action settlement. This is a material term of the Agreement and non-breaching
15 Parties will seek court intervention if this provision is breached.

16 10.21 Integrated Agreement: This Agreement sets forth the entire understanding between the
17 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
18 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
19 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
20 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
21 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

22 10.22 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
23 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

24 10.23 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
25 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
26 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.
27
28

1 10.24 Waiver of Compliance: No waiver of any condition or covenant contained in this
2 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
3 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

4 10.25 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
5 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the
6 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial
7 under CCP section 583.310 by no less than one (1) year starting from the date of signing the MOU by all
8 Parties until the Effective Date or the date this Agreement shall no longer be of any force or effect

9 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
10 attorneys, as of the day and year herein set forth.

11 **For Plaintiffs:**

12 Date: _____

13 _____
14 Carleton Edwards

15 Date: _____

16 _____
17 Michael Adams

18 Date: _____

19 _____
20 Peter Hall

21 **For Defendants:**

22 Date: 5/31/23

23 _____
24 *Shun Heelt Leonard*

25 By:
26 For Suburban Propane, L.P.

27 Date: 5/31/23

28 _____
29 *Shun Heelt Leonard*

By:
Suburban Sales & Service, Inc.

10.24 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

10.25 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 by no less than one (1) year starting from the date of signing the MOU by all Parties until the Effective Date or the date this Agreement shall no longer be of any force or effect

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

For Plaintiffs:

Date: _____

Carleton Edwards

Date: 05/10/2023

Michael Adams

D1A4BA1D6FC8CC62F38FD1BDF8E853CD

readysign

Michael Adams

Date: May 5, 2023

Peter Hall

Peter Hall (May 5, 2023 07:33 PDT)

Peter Hall

For Defendants:

Date: _____

By:
For Suburban Propane, L.P.

Date: _____

By:
Suburban Sales & Service, Inc.

10.24 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

10.25 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 by no less than one (1) year starting from the date of signing the MOU by all Parties until the Effective Date or the date this Agreement shall no longer be of any force or effect

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

For Plaintiffs:

Date: 5/4/2023

DocuSigned by:



B45B8FD6B3FE4C6...

Carleton Edwards

Date: _____

Michael Adams

Date: _____

Peter Hall

For Defendants:

Date: _____

By:
For Suburban Propane, L.P.

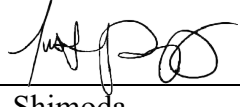
Date: _____

By:
Suburban Sales & Service, Inc.

1 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

2
3 Dated: May 4, 2023

By: 
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Carleton Edwards

4
5
6 APPROVED AS TO FORM

LEWIS BRISBOIS BISGAARD & SMITH
LLP

7
8
9 Dated: _____

By: _____
Efthalia S. Rofos
Megan A. Childress
Attorney for Defendants

10
11
12 APPROVED AS TO FORM

POTTER HANDY LLP

13
14 Dated: _____

By: _____
Mark D. Potter
James M. Treglio
Attorneys for Plaintiff Michael Adams

15
16
17 APPROVED AS TO FORM

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

18
19 Dated: _____

By: _____
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw
Attorney for Plaintiff Peter Hall

1 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

2
3 Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Carleton Edwards

4
5
6 APPROVED AS TO FORM

LEWIS BRISBOIS BISGAARD & SMITH
LLP

7
8
9 Dated: _____

By: _____
Efthalia S. Rofos
Megan A. Childress
Attorney for Defendants

10
11
12 APPROVED AS TO FORM

POTTER HANDY LLP

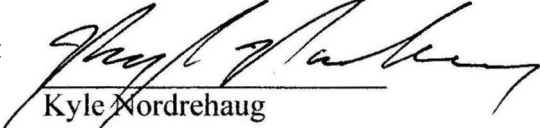
13
14 Dated: **05/10/2023**

By: James M. Treglio
E66D4686FB3D25DD70C737C7645D4A67 readySign
Mark D. Potter
James M. Treglio
Attorneys for Plaintiff Michael Adams

15
16
17 APPROVED AS TO FORM

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

18
19 Dated: 5/10/23

By: 
Kyle Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw
Attorney for Plaintiff Peter Hall

1 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

2
3 Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Carleton Edwards

4
5
6 APPROVED AS TO FORM

BARBER RANEN LLP

7
8 Dated: 6/1/2023

By:  _____
Efthalia S. Rofos
Megan A. Childress
Attorney for Defendants

9
10
11 APPROVED AS TO FORM

POTTER HANDY LLP

12
13 Dated: _____

By: _____
Mark D. Potter
James M. Treglio
Attorneys for Plaintiff Michael Adams

14
15
16 APPROVED AS TO FORM

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

17
18 Dated: _____

By: _____
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw
Attorney for Plaintiff Peter Hall

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

CARLETON EDWARDS, MICHAEL ADAMS,
and PETER HALL, as individuals and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

SUBURBAN PROPANE, L.P., a Delaware
Limited Partnership; and DOES 1 to 100,
inclusive,

Defendants.

Case No. **34-2022-00314949**

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT, AND HEARING
DATE FOR FINAL COURT APPROVAL OF
SETTLEMENT**

ATTENTION: All non-exempt employees who worked for Suburban Propane, L.P, and/or Suburban Sales & Service, Inc. in California during the time period of January 7, 2018, through February 12, 2023.

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Sacramento County Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Joint Stipulation of Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Carleton Edwards, Michael Adams, and Peter Hall (“Plaintiffs” or “Class Representatives”), and Defendants Suburban Propane, L.P. and Suburban Sales & Service, Inc. (“Defendants”) on behalf of Class Members. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants’ records indicate you fall within the definition of “Class Member” as defined below.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On February 2, 2022, Plaintiff Carleton Edwards filed a Complaint against Suburban Propane, L.P., in the Sacramento County Superior Court of California on behalf of himself and all Class Members. Plaintiff Michael Adams and Plaintiff Peter Hall had also filed separate class action lawsuits in California Superior Courts. The parties, claims, and allegations of all three lawsuits were consolidated into the lawsuit filed by Plaintiff Carleton Edwards in Sacramento County Superior Court on March 10, 2023, through the filing of a Second Amended Complaint. The term “*Edwards Action*” means this putative class action pending in Sacramento County Superior Court, Case No. 34-2022-00314949.

In the *Edwards Action*, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and Aggrieved Employees. Plaintiffs alleged that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay meal period premiums in lieu thereof, 4) failing to provide rest periods or pay rest period premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay wages when due, including final wages, 7) failing to reimburse expenses, 8) failing to maintain accurate records, and 9) failing to provide paid sick leave. Plaintiffs have also asserted derivative claims under the Private Attorneys General Act (“PAGA”) for civil penalties and derivative claims for unfair competition under California Business & Professions Code section 17200 *et seq.*

Defendants have denied all of Plaintiffs’ allegations. The Action has been actively litigated and the claims are heavily disputed. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Based

upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this litigation, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to the following groups of individuals, which are collectively referred to as “Class Members:”

- Employees who are class members in the Fernandez Action (Fresno County Superior Court, Case No. 16CECG00418) and who worked for Defendants in California between March 25, 2021, and February 12, 2023, and all other non-exempt employees (*i.e.* employees who were not part of the release of claims in the Fernandez Action) who worked for Defendants in California during the time period of January 7, 2018, through February 12, 2023 (“Wage Subclass”); and
- All employees who are class members to the Fernandez Action and worked for Defendants in California between January 7, 2018, and March 24, 2021 (“Reimbursement Subclass”).

To the extent a Class Member worked any amount of time within the Wage Subclass, they will be assigned to the Wage Subclass. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked for Defendants from November 1, 2020, through February 12, 2023 in California. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Nine Hundred Forty-Five Thousand Dollars and Zero Cents (\$945,000.00) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, attorneys’ costs not to exceed \$25,000.00, Settlement Administrator Costs estimated not to exceed \$17,500.00, Class Representatives’ Enhancement Payments of \$10,000 to each of the named Plaintiffs, and \$20,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to Class Members as set forth in Section II.B below. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members within each subclass. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked within each subclass during the relevant time periods and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated in Section II.B. of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks and assigned subclasses, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that, Individual Settlement Amounts paid to Participating Class Members will be characterized and taxed as follows: (1) Wage Subclass: (a) twenty percent (20%) shall be allocated for payment of disputed wages and shall be subject to required taxes and withholding for which an IRS Form W-2 will be issued, (b) eighty percent (80%) shall be allocated

for disputed statutory penalties and interest, and no amount shall be deducted for any taxes for which an IRS Form 1099-MISC will be issued; and (2) Reimbursement Subclass: the entirety (100%) of payments made under this subclass consists of other income, not wages, for which an IRS Form 1099-MISC will be issued. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties for which an IRS Form 1099-Misc will be issued.

Ninety-five percent (95%) of the Net Settlement Amount will be allocated to the Wage Subclass. Five percent (5%) of the Net Settlement Amount will be allocated to the Reimbursement Subclass. Each Participating Class Member's share will be determined by dividing their total weeks worked within their subclass period by the total weeks worked by all Participating Class Members within that same subclass period. That fraction will then be multiplied by the Net Settlement Amount allocated to the subclass to arrive at the Class Member's individual share of the Net Settlement Amount. To the extent a Class Member worked any amount of time within the Wage Subclass, they will be assigned to the Wage Subclass. Defendants' records indicate that you are part of the Wage/Reimbursement Subclass and worked [REDACTED] weeks during the applicable Wage/Reimbursement Subclass Period. Based on this information, your share of the Net Settlement Amount is estimated to be [REDACTED].

Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. The PAGA Claim Period is defined as November 1, 2020, through February 12, 2023. Defendants' records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member or their assigned subclass. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks or different subclass assignment must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) identify the case name and number (*i.e. Edwards, et al. v. Suburban Propane, L.P., et al.*, Case No. 34-2022-00314949) (d) be signed; and (e) be post-marked no later than [REDACTED]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class Members who do not opt out will be deemed to have released . . . [1.33]

Aggrieved Employees will be deemed to have released . . . [1.34]

The individuals released ("Released Parties") include [1.35].

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek and subclass information is accurate, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation or subclass assignment, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (i.e., “opt out”) by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or want to be excluded from this Settlement; (c) identify the case name and number (i.e. *Edwards, et al. v. Suburban Propane, L.P., et al.*, 34-2022-00314949); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and will not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (i.e. *Edwards, et al. v. Suburban Propane, L.P., et al.*, 34-2022-00314949); (e) be signed; and (f) be post-marked no later than [redacted]. The objection must be sent to the Settlement Administrator at the address identified in Section III.B of this notice.

In addition to submitting a written objection as outlined above, you may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendants.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department ____, [address] on [redacted] at [redacted] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel’s request for attorneys’ fees and costs, the Settlement Administrator Costs, and the Class Representatives’ Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel’s motion for preliminary approval, the Agreement, and any other documents

required by the Court at the Settlement Administrator's website: [admin web address]. You can also contact Class Counsel or Defendants' Counsel as follows:

For Plaintiffs:

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For Defendants:

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PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT