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November 12, 2022

Via Online Submission @ <https://dir.tfaforms.net/310>

Labor Workforce Development Agency, Department of Industrial Relations

Attn: PAGA Administrator
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Re: Notice of Pending Settlement Pursuant to Labor Code Section 2699(l)(2), LWDA Case No. LWDA-CM-863872-22

Employee: Trent R. Watts
Employer: Valvoline, LLC

Dear Labor and Workforce Development Agency:

Moon & Yang, APC (sometimes "M&Y") represents Plaintiff Trent R. Watts ("Plaintiff") in a class and representative action entitled *Watts v. Valvoline, LLC*, which is now pending in the Los Angeles County Superior Court, Case No. 22STCV02925 (the "Action"). The Action involves Plaintiff's PAGA claims alleged in LWDA Case No. LWDA-CM-863872-22.

Now, in accordance with Labor Code Section 2699(l)(2), Plaintiff, as a deputized PAGA representative provides the LWDA notice of a pending settlement in the Action, which seeks the release of PAGA claims against Defendant Valvoline, LLC. In light of this, Plaintiff has attached a copy of a November 9, 2022 Class Action and PAGA Settlement Agreement and Class Notice, which has or will be filed in the Action.

A preliminary approval hearing regarding the settlement is set for 11:00 a.m., November 23, 2022, or as soon thereafter as the matter may be heard, in Department SSC-6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90012.

Please do not hesitate to contact the undersigned with any inquiries.

MOON & YANG, APC



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Attorneys for Plaintiff TRENT R. WATTS

Attachment:
20221109 Settlement Agreement

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

TRENT WATTS, individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

VALVOLINE LLC, a limited liability company;
and DOES 1 through 50, inclusive,

Defendant.

Case No. 22STCV02925

*Assigned for all purposes to the Honorable Elihu
M. Berle, Department SSC- 6*

COMPLEX ACTION

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

PAGA Notice Case No.

LWDA-CM-863872-22

Action Filed:

FAC Filed:

Trial Date:

January 20, 2022

January 25, 2022

April 4, 2022

None Set

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff TRENT R. WATTS (“Plaintiff”) and defendant VALVOLINE, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. Action. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Watts v. Valvoline, LLC, et al.*, initiated on January 25, 2022 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. Administrator. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. Administration Expenses Payment. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. Aggrieved Employee. “Aggrieved Employee” means all persons who worked for Defendant in California as an hourly, non-exempt employee at any time during the PAGA Period.

1.5. Class. “Class” means all persons who worked for Defendant in California as an hourly, non-exempt employee at any time during the Class Period.

1.6. Class Counsel. “Class Counsel” means Moon & Yang, APC including Kane Moon and Roy K. Suh.

1.7. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. Class Data. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods, or information from which this information may be derived.

1.9. Class Member or Settlement Class Member. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. Class Member Address Search. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. Class Notice. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. Class Period. “Class Period” means the period from January 25, 2018 to August 31, 2022.

1.13. Class Representative. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. Class Representative Service Payment. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. Court. “Court” means the Superior Court of California, County of Los Angeles.

1.16. Defendant. “Defendant” means named Defendant Valvoline, LLC.

1.17. Defense Counsel. “Defense Counsel” means Fisher Phillips, LLP including Lonnie D. Giamela and Leora Ghadoushi.

1.18. Effective Date. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. Final Approval. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. Final Approval Hearing. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. Final Judgment. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. Gross Settlement Amount. “Gross Settlement Amount” means \$225,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment.

1.23. Individual Class Payment. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. Individual PAGA Payment. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. Judgment. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26. LWDA. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. LWDA PAGA Payment. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. Net Settlement Amount. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. Non-Participating Class Member. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. PAGA Pay Period. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. PAGA Period. “PAGA Period” means the period from January 28, 2021 to August 31, 2022.

1.32. PAGA. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. PAGA Notice. “PAGA Notice” means Plaintiff’s January 20, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.34. PAGA Penalties. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250.00) and the 75% to LWDA (\$18,750.00) in settlement of PAGA claims.

1.35. Participating Class Member. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. Plaintiff. “Plaintiff” means Trent R. Watts, the named plaintiff in the Action.

1.37. Preliminary Approval. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. Preliminary Approval Order. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. Released Class Claims. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. Released PAGA Claims. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41. Released Parties. “Released Parties” means: Defendant and each of its current and former agents, officers, employees, directors, owners, members, subsidiaries, affiliates, parent companies, insurers, attorneys and other related parties who may be liable for any wage and hour claims asserted in the Action.

1.42. Request for Exclusion. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. Response Deadline. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. Settlement. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. Workweek. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. Commencement of Action and the Operative First Amended Complaint. On January 25 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant alleging (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; and (8) unfair and unlawful business practices. On April 4, 2022, Plaintiff filed a First Amended Complaint alleging a Ninth Cause of Action against Defendant for PAGA claims based on Plaintiff’s PAGA Notice. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Plaintiff’s PAGA Notice to the LWDA and Defendant in LWDA Case No. WDA-CM-863872-22. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. Private Mediation Leading to this Agreement. On July 28, 2022, the Parties participated in

an all-day mediation presided over by a professional with an experienced wage and hour class action mediator, Mr. Joel Grossman, which led to this Agreement to settle the Action.

2.4. Plaintiff's Investigation, Including Informal Discovery in Advance of Mediation. Prior to mediation, Plaintiff and Plaintiff's counsel, engaged in substantial investigation about the Defendant's business practices in California. After the Action was filed and prior to mediation, the Parties engaged in extensive informal exchange of information. Plaintiff obtained documents, including Defendant's written wage and hour policies along with additional data and information from Defendant and other sources including, but not limited to, a relatively large sampling of Class Member time and pay records consisting of the time and pay records for approximately one-half of the Class Member census. Accordingly, Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. This Court has Certified a Class in this Action. The Court has not granted class certification, nor has Plaintiff moved for class certification, given the Parties agreement to early mediation.

2.6. This Settlement May Extinguish Claims in a Later Filed Case. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$225,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff – Class Representative Service Payment. A Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel – Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$75,000.00 and a Class Counsel Litigation Expenses Payment of not more than twenty thousand dollars and zero cents (\$20,000.00). Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator – Administration Expenses Payment. An Administration

Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member – Individual Class Payments. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees – PAGA Penalties. PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. To Aggrieved Employees – Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of \$25,000.00 amount in PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. Effect of PAGA Penalties Approved Less than Amount Requested and Tax Allocation of Individual PAGA Payments. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Member Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records during the Class Period, Defendant estimates there are 45 Class Members, who collectively worked approximately 6,500 Workweeks, of whom 39 are Aggrieved Employees, who worked approximately 1,100 PAGA Pay Periods.

4.2. Defendant's Transfer of Class Data to the Administrator. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel

1 Litigation Expenses Payment and the Class Representative Service Payment shall not precede
2 disbursement of Individual Class Payments and Individual PAGA Payments.

3 4.4.1. Administrator's National Change of Address Search and Individual Class Payment
4 and/or Individual PAGA Payment Mailings by First Class U.S. Mail. The Administrator will issue checks
5 for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members
6 via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not
7 less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel
8 all checks not cashed by the void date. The Administrator will send checks for Individual Settlement
9 Payments to all Participating Class Members (including those for whom Class Notice was returned
10 undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved
11 Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including
12 those for whom Class Notice was returned undelivered). The Administrator may send Participating Class
13 Members a single check combining the Individual Class Payment and the Individual PAGA Payment.
14 Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
15 using the National Change of Address Database.

16 4.4.2. Administrator's Re-Mailing of Undelivered and Returned Individual Class
17 Payment and/or Individual PAGA Payment Checks. The Administrator must conduct a Class Member
18 Address Search for all other Class Members whose checks are returned undelivered without USPS
19 forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail
20 checks to the USPS forwarding address provided or to an address ascertained through the Class Member
21 Address Search. The Administrator need not take further steps to deliver checks to Class Members whose
22 re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check
23 to any Class Member whose original check was lost or misplaced, requested by the Class Member prior
24 to the void date.

25 4.4.3. Administrator's Transfer of Void Individual Class Payment and Individual PAGA
26 Payment Amounts to the Unclaimed Property Fund. For any Class Member whose Individual Class
27 Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
28 Administrator shall transmit the funds represented by such checks to the California Controller's

Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384(b).

4.4.4. No Employee Benefits Conferred as a Result of Individual Class Payments and/or Individual PAGA Payments. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff’s Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences up to the signing of this Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff’s PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.1.1. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

1 with the debtor or released party.

2 5.2. Release by Participating Class Members Who Are Not Aggrieved Employees. All
3 Participating Class Members, on behalf of themselves and their respective former and present
4 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties
5 from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period
6 facts stated in the Operative Complaint including all claims, rights, demands, liabilities and causes of action
7 arising from the alleged (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
8 (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198); (3) Failure to Provide
9 Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab.
10 Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure
11 to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate
12 Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code
13 §§ 17200, *et seq.*) and all other claims, rights, demands, liabilities and causes of action that may have been
14 alleged based on the facts alleged in the operative complaint in the Action. Except as set forth in Section 5.3
15 of this Agreement, Participating Class Members do not release any other claims, including claims for
16 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
17 insurance, disability, social security, workers' compensation, or claims based on facts occurring outside
18 the Class Period.

19 5.3. Release by Non-Participating Class Members Who Are Aggrieved Employees. All Non-
20 Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of
21 themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were
23 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
24 Complaint and the PAGA Notice and ascertained in the course of the Action including, e.g., all claims,
25 rights, demands, liabilities and causes of action arising during the PAGA Period that were alleged or
26 reasonably could have been alleged based on the facts asserted in the Operative Complaint including all
27 claims, rights, demands, liabilities and causes of action arising from the alleged (1) Failure to Pay Minimum
28 Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal.

Lab. Code §§ 510, 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.) and all other claims, rights, demands, liabilities and causes of action that may have been alleged based on the facts alleged in the operative complaint in the Action.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts

1 of interest with Class Members and the Administrator; (v) a signed declaration from each Class Counsel
2 firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of
3 all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
4 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
5 subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the
6 Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential
7 conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class
8 Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting
9 claims that will be extinguished or adversely affected by the Settlement.

10 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
11 expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full
12 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval;
13 and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is
14 responsible for delivering the Court's Preliminary Approval to the Administrator.

15 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
16 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
17 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,
18 and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or
19 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense
20 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,
21 and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

22 **7. SETTLEMENT ADMINISTRATION.**Selection of Administrator. The Parties have jointly
23 selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment,
24 Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified
25 in this Agreement in exchange for payment of Administration Expenses Payment. The Parties and their
26 Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator
27 other than a professional relationship arising out of prior experiences administering settlements.

28 7.2. Employer Identification Number. The Administrator shall have and use its own Employer

1 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
2 federal tax authorities.

3 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
4 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

5 7.4. Notice to Class Members.

6 7.4.1. Administrator’s Report of Class Data Receipt. No later than three (3) business days
7 after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received
8 and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

9 7.4.2. Administrator’s National Change of Address Search and Prompt Mailing of Class
10 Notices by First Class U.S. Mail. Using best efforts to perform as soon as possible, and in no event later
11 than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
12 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially
13 in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently
14 estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
15 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to
16 calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member
17 addresses using the National Change of Address database.

18 7.4.3. Administrator’s Re-Mailing of Undelivered and Returned Class Notices. Not later
19 than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as
20 undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by
21 the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class
22 Member Address Search, and re-mail the Class Notice to the most current address obtained. The
23 Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members
24 whose Class Notice is returned by the USPS a second time.

25 7.4.4. Class Member Response Deadline Extension for Re-Mailed Class Notices. The
26 deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and
27 Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in
28 the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class

1 Member of the extended deadline with the re-mailed Class Notice.

2 7.4.5. The Parties' Identification of Potential Class Members Not Included in the Class
3 Data. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons
4 who believe they should have been included in the Class Data and should have received Class Notice, the
5 Parties will expeditiously meet and confer in person or by telephone, in good faith, in an effort to agree
6 on whether to include them as Class Members. If the Parties agree, such persons will be Class Members
7 entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight
8 delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days
9 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

10 7.5. Requests for Exclusion (Opt-Outs).

11 7.5.1. Class Member Opt-Out Request Requirements. Class Members who wish to
12 exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail,
13 a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class
14 Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for
15 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the
16 Class Member's election to be excluded from the Settlement and includes the Class Member's name,
17 address and email address or telephone number. To be valid, a Request for Exclusion must be timely
18 faxed, emailed, or postmarked by the Response Deadline.

19 7.5.2. Administrator's Determination of Opt-Out Request Validity. The Administrator
20 may not reject a Request for Exclusion as invalid because it fails to contain all the information specified
21 in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator
22 can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to
23 be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible
24 to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the
25 Administrator may demand additional proof of the Class Member's identity. The Administrator's
26 determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

27 7.5.3. Binding Nature of Released Claims on Class Members who do Not Timely Request
28 Exclusion. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed

1 to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms
2 and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs
3 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the
4 Class Notice or objects to the Settlement.

5 7.5.4. No Release of Released Claims by Class Members who Timely Request Exclusion.

6 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class
7 Member and shall not receive an Individual Class Payment or have the right to object to the class action
8 components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of
9 the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the
10 claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

11 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the
12 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice
13 is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to
14 the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating
15 with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class
16 Member to submit supporting documentation. In the absence of any contrary documentation, the
17 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long
18 as they are consistent with the Class Data. The Administrator's determination of each Class Member's
19 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
20 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation
21 of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
22 determination the challenges.

23 7.7. Objections to Settlement.

24 7.7.1. Participating Class Member Objections. Only Participating Class Members may
25 object to the class action components of the Settlement and/or this Agreement, including contesting the
26 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
27 Litigation Expenses Payment and/or Class Representative Service Payment.

28 7.7.2. Participating Class Member Objections Requirements. Participating Class

Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members' Lack of Rights to Object to the Settlement. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices

1 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid)
2 received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or
3 resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
4 Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of
5 Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

6 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
7 address and make final decisions consistent with the terms of this Agreement on all Class Member
8 challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision
9 shall be final and not appealable or otherwise susceptible to challenge.

10 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which
11 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide
12 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
13 diligence and compliance with all of its obligations under this Agreement, including, but not limited to,
14 its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,
15 attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received
16 (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator
17 will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
18 responsible for filing the Administrator’s declaration(s) in Court.

19 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
20 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and
21 Defense Counsel with a final report detailing its disbursements by employee identification number only
22 of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the
23 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration
24 suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.
25 Class Counsel is responsible for filing the Administrator’s declaration in Court.

26 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant
27 estimates that, during the Class Period, (1) there were 45 Class Members and 6,500 Total Workweeks
28 during the Class Period and (2) there were 39 Aggrieved Employees who worked 1,000 PAGA Pay

Periods during the PAGA Period. If the number of Workweeks Class Members worked during the Class Period exceeds 6,500 Workweeks by more than 10% (650 Workweeks), then the Gross Settlement Amount shall increase in an amount equal to the percentage increase in the Workweeks worked by Class Members 10%. For example, if the number of Workweeks increases by 11% then the Gross Settlement Amount shall increase by 1%

9. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code Section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award

less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment, in a reasonable amount, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel, in a reasonable amount, shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

1 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure
2 Section 384, the Parties will work together in good faith to jointly submit and a proposed amended
3 judgment.

4 **12. ADDITIONAL PROVISIONS.**

5 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
6 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
7 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations
8 in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor
9 should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action
10 have merit. The Parties agree that class certification and representative treatment is for purposes of this
11 Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter
12 Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant
13 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
14 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
15 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible
16 in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
17 Agreement).

18 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
19 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed,
20 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person
21 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically
22 or generally, to any person, corporation, association, government agency, or other entity except: (1) to the
23 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
24 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate
25 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena
26 issued by a state or federal government agency. Each Party agrees to immediately notify each other Party
27 of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
28 Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or

1 other communication, before the filing of the Motion for Preliminary Approval, any with third party
2 regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the
3 matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
4 communications with Class Members in accordance with Class Counsel’s ethical obligations owed to
5 Class Members.

6 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
8 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate
9 with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

10 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
11 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
12 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to
13 or by any Party.

14 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
15 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
16 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and
17 to execute any other documents reasonably required to effectuate the terms of this Agreement including
18 any amendments to this Agreement.

19 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best
20 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
21 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
22 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
23 to implement the Settlement, or on any modification of the Agreement that may become necessary to
24 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

25 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
26 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
27 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released
28 and discharged by the Party in this Settlement.

1 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
3 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
4 or otherwise.

5 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties or their
7 representatives, and approved by the Court.

8 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
9 benefit of, the successors of each of the Parties.

10 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California, without regard to
12 conflict of law principles.

13 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
14 this Agreement. This Agreement will not be construed against any Party on the basis that the Party was
15 the drafter or participated in the drafting.

16 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
17 during Action and in this Agreement relating to the confidentiality of information shall survive the
18 execution of this Agreement.

19 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
20 Code Section 1152, and all copies and summaries of the Class Data provided to Class Counsel by
21 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
22 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used
23 in any way that violates any existing contractual agreement, statute, or rule of court. Subject to Class
24 Counsel's professional conduct obligations to Plaintiff and Class Members and employment liability
25 insurance requirements, not later than 90 days after the date when the Court discharges the Administrator's
26 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall
27 destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the
28 Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel

1 for the return, rather than the destruction, of Class Data.

2 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
3 inserted for convenience of reference only and does not constitute a part of this Agreement.

4 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
5 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
6 legal holiday, such date or deadline shall be on the first business day thereafter.

7 12.17. Notice. All notices, demands or other communications between the Parties in connection
8 with this Agreement will be in writing and deemed to have been duly given as of the third business day
9 after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

10 To Plaintiff:

11 Kane Moon (Cal. SBN 249834)
12 Roy K. Suh (Cal. SBN 283988)
13 **MOON & YANG, APC**
14 1055 West Seventh Street, Suite 1880
15 Los Angeles, California 90017
16 Telephone: (213) 232-3128
17 Facsimile: (213) 232-3125

18 To Defendant:

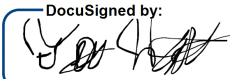
19 Lonnie D. Giamela (Cal. SBN 288435)
20 Leora N. Ghadoushi (Cal. SBN 339759)
21 **FISHER & PHILLIPS LLP**
22 444 South Flower Street, Suite 1500
23 Los Angeles, California 90071
24 Telephone: (213) 330-4500
25 Facsimile: (213) 330-4501

26 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
27 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be
28 accepted as an original. All executed counterparts and each of them will be deemed to be one and the same
instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed
counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. 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 for the entire period of this settlement process.

1 DATED: 10/31/2022

TRENT R. WATTS

2
3 By: 
4 TRENT R. WATTS

5 DATED: _____

VALVOLINE, LLC

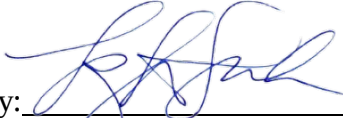
6
7 By: _____
8 JULIE M. O'DANEL

9 Chief Legal Officer for Defendant VALVOLINE,
LLC

10 **APPROVED AS TO FORM:**

11 DATED: October 31, 2022

MOON & YANG, APC

12
13 By: 
14 KANE MOON
ROY K. SUH

15 Attorneys for Plaintiff TRENT R. WATTS,
16 individually, and on behalf of all others similarly
situated

17 DATED: _____

FISHER & PHILLIPS LLP

18
19 By: _____
20 LONNIE D. GIAMELA
LEORA GHADOUSHI

21 Attorneys for Defendant VALVOLINE, LLC
22
23
24
25
26
27
28

1 DATED: _____

TRENT R. WATTS

2

3

By: _____
TRENT R. WATTS

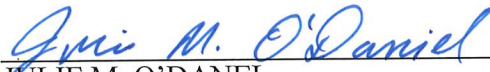
4

5 DATED: 11/9/22

VALVOLINE, LLC

6

7

By: 
JULIE M. O'DANEL

8

Chief Legal Officer for Defendant VALVOLINE,
LLC

9

10 **APPROVED AS TO FORM:**

11 DATED: _____

MOON & YANG, APC

12

13

By: _____
KANE MOON
ROY K. SUH

14

15

Attorneys for Plaintiff TRENT R. WATTS,
individually, and on behalf of all others similarly
situated

16

17 DATED: 11/10/22

FISHER & PHILLIPS LLP

18

19

By: 
LONNIE D. GIAMELA
LEORA GHADOUSHI

20

21

Attorneys for Defendant VALVOLINE, LLC

22

23

24

25

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28

EXHIBIT A

([PROPOSED] COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL)

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE
FOR FINAL COURT APPROVAL**

Watts v. Valvoline, LLC, et al, Los Angeles Superior Court, Case No. 22STCV02295

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Valvoline, LLC (“Valvoline” or “Defendant”) for alleged wage and hour violations. The Action was filed by a former Valvoline employee Trent R. Watts (“Plaintiff”) and seeks payment of (1) back wages for a class of hourly, non-exempt employees (“Class Members”) who worked for Valvoline during the Class Period January 20, 2018 to August 31, 2022; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Valvoline during the PAGA Period January 25, 2021 to August 31, 2022 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Valvoline to fund Individual Class Payments, and (2) a PAGA Settlement requiring Valvoline to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Valvoline’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$[Pro-rata Individual Class Payment] (less withholding) and your Individual PAGA Payment is estimated to be \$[Pro-rata Individual PAGA Payment]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Valvoline’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Valvoline’s records showing that **you worked [Workweeks in Class Data] workweeks during the Class Period and you worked [Pay Periods in Class Data] pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Valvoline to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Valvoline.

If you worked for Valvoline during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Valvoline.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Valvoline, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Valvoline will not retaliate against you for any actions you take with respect to the proposed Settlement.

///

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Valvoline and Released Parties (defined below) that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [60 Days after Class Notice Mailing]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Valvoline must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [60 Days after Class Notice Mailing]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [Date - TBD] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [60 Days after Class Notice Mailing]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Valvoline's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Valvoline employee. The Action accuses Valvoline of violating California labor laws by (1) failing to pay minimum wages; (2) failing to pay overtime wages; (3) failing to provide required meal periods; (4) failing to provide required rest periods; (5) failing to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failing to furnish accurate itemized wage statements; (7) failing to pay timely and all wages due to discharged and quitting employees; and (8) for unfair and unlawful business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General

Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Moon & Yang, APC (“Class Counsel.”)

Valvoline strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Valvoline or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Valvoline hired an experienced, neutral mediator and participated in an all-day mediation that involved the extensive informal exchange of information including Valvoline’s written wage and hour policies and a sampling of Class Member time and pay records in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Valvoline have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Valvoline does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Valvoline has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Valvoline Will Pay No Less Than \$225,000.00 as the Gross Settlement Amount (Gross Settlement). Valvoline has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Valvoline will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court become final. The Judgment will be final on the ~~date~~ the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$75,000.00 or one-third (1/3) of the Gross Settlement to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$10,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Valvoline are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to non-wage penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Valvoline will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Valvoline have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [60 Days after Class Notice Mailing], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [60 Days after Class Notice Mailing] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Valvoline.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Valvoline based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Valvoline have agreed that, in either case, the Settlement will be void: Valvoline will not pay any money and Class Members will not release any claims against Valvoline.

8. Administrator. The Court has appointed a neutral company, [Proposed TPA - Simpluris, Inc.] (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Valvoline has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class

Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Valvoline or any “Released Parties” for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including all claims, rights, demands, liabilities and causes of action arising from the alleged (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.) and all other claims, rights, demands, liabilities and causes of action that may have been alleged based on the facts alleged in the operative complaint in the Action. Except as may be released under the PAGA Release (explained below), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

“Released Parties” means:

Valvoline and each of its current and former agents, officers, employees, directors, owners, members, subsidiaries, affiliates, parent companies, insurers, attorneys and other related parties who may be liable for any wage and hour claims asserted in the Action.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Valvoline has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Valvoline, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Valvoline or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including, e.g., all claims, rights, demands, liabilities and causes of action arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action, including the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest

periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices; (9) civil penalties pursuant to PAGA and includes the release of PAGA Claims; and (10) all related violations of the Industrial Wage Commission's Wage Orders based on all claims, rights, demands, liabilities and causes of action arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Valvoline's records, are stated in the first page of this Notice. You have until **[60 Days after Class Notice Mailing]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Valvoline's calculation of Workweeks and/or Pay Periods based on Valvoline's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "*Watts v. Valvoline*" and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the

request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [60 Days after Class Notice Mailing], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Valvoline are asking the Court to approve. At least [Date - 16 court days] days before the [Date - TBD] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [Proposed TPA - Simpluris, Inc. website address] or the Superior Court's website (<https://www.lacourt.org/casesummary/ui/>).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [60 Days after Class Notice Mailing].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action "*Watts v. Valvoline*" and include your name, current address, telephone number, and approximate dates of employment for Valvoline and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [Date - TBD] at [Time - TBD] in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://my.lacourt.org/laccwelcome>) Check the Court's website for the most current information..

It's possible the Court will reschedule the Final Approval Hearing. You should check the Superior Court's website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV45061 beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Valvoline and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to]'s website at [Proposed TPA - Simpluris, Inc. website address]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to: <https://www.lacourt.org/casesummary/ui/> and entering the Case Number for the Action, Case No. 21STCV45061. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

1 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE**
2 **SETTLEMENT.**

3 Class Counsel:

4 Kane Moon (Cal. SBN 249834)
5 Roy K. Suh (Cal. SBN 283988)
6 **MOON & YANG, APC**
7 1055 West Seventh Street, Suite 1880
8 Los Angeles, California 90017
9 Telephone: (213) 232-3128
10 Facsimile: (213) 232-3125

11 Settlement Administrator:

12 [Proposed TPA - Simpluris, Inc.]
13 [Proposed TPA - Simpluris, Inc. Email Address]
14 [Proposed TPA - Simpluris, Inc. Mailing Address]
15 [Proposed TPA - Simpluris, Inc. Telephone]
16 [Proposed TPA - Simpluris, Inc. Fax Number]

17 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

18 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
19 as long as you request a replacement before the void date on the face of the original check. If your
20 check is already void you should consult the Unclaimed Property Fund's website
21 (https://www.sco.ca.gov/upd_msg.html) for instructions on how to retrieve the funds.

22 **11. WHAT IF I CHANGE MY ADDRESS?**

23 To receive your check, you should immediately notify the Administrator if you move or otherwise
24 change your mailing address.
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