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10 **Attorneys for Plaintiffs Christopher Casey,**

11 **Natasha Temple, and Brendan Molitor**

12 **SUPERIOR COURT OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF SHASTA**

14 **NATASHA TEMPLE, an individual;**
15 **CHRISTOPHER CASEY, an individual; and**
16 **BRENDEN MOLITOR; an individual; on behalf**
17 **of all persons similarly situated and the Labor**
18 **and Workforce Development Agency;**

19 **Plaintiffs,**

20 **v.**

21 **STEVE DECLERCK ENTERPRISES, INC., a**
22 **corporation; and DOES 1-100, inclusive,**

23 **Defendants.**

Case No.: CVCV22-351

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

24 This Class and Representative Action Settlement Agreement and Release of Claims is entered
25 into between Plaintiffs Natasha Temple and Christopher Casey ("Class Representatives") and
26 Defendant Steve DeClerck Enterprises, Inc. ("Defendant"). Class Representatives and Defendant are
collectively referred to herein as the "Parties."

27 **I. RECITALS.**

28 1. On January 17, 2022, Plaintiff Natasha Temple ("Temple") provided written notice to
the Labor and Workforce Development Agency ("LWDA") and Defendant regarding the specific
provisions of the Labor Code alleged to have been violated, including the facts and theories to support
those alleged violations.

2. On March 28, 2022, Temple filed the above-captioned action, alleging individual
causes of action under the Labor Code, and also a representative claim under the Private Attorneys
General Act ("PAGA", Lab. Code, § 2698 *et seq.*).

1
2 3. Subsequent to discovery and investigation, co-Plaintiffs Christopher Casey (“Casey”) and Brenden Molitor (“Molitor”) joined this action on November 6, 2023, concurrent with the filing of
3 the First Amended Class and Representative Action Complaint. In that operative pleading, Temple, Molitor, and Casey bring claims for (1) Failure to Provide Paid Sick Leave; (2) Failure to Provide
4 Meal Periods or Pay Premiums; (3) Failure to Provide Rest Periods or Pay Premiums; (4) Failure to
5 Furnish Accurate Itemized Wage statements; (5) Failure to Pay All Wages Due at End of Employment; (6) Unfair Competition; and (7) Private Attorneys General Act.

6 4. Defendant denies and continues to deny all of Class Representatives’ material
7 allegations. Specifically, Defendant contends (1) it did not fail to provide the Class paid sick leave;
8 (2) it provided the Class with all meal periods according to law; (3) it provided the Class with all rest
9 periods according to law; (4) it provided the Class with accurate itemized wage statements; (5) it did
10 not fail to timely pay the Class wages due and owing upon separation; (6) it did not fail to timely pay
11 the Class wages due and owing upon separation; (7) it did not violate Business and Professions Code
Section 17200, et seq.; (8) the PAGA Group is entitled to penalties under PAGA; and (9) Defendant is
not liable for damages, including unpaid wages, liquidated damages, statutory penalties, attorneys’
fees or costs of litigation to the Class.

12 5. Subsequent to the filing of the First Amended Complaint, the Parties agreed to attend
13 private mediation so as to reach a class and representative settlement of all claims in the Action.

14 6. Between February and July 2024, and as part of the informal discovery process and the
15 Parties’ settlement negotiations, Defendant provided Class Counsel with key data points and *tens of*
16 *thousands* of pages of documents constituting the time and payroll records for an agreed upon
17 sampling of the putative class for the period of January 2021 through mediation. In conjunction with
18 those same negotiations, the Parties spoke at length about the strengths and weaknesses of each sides’
19 claims and defenses, Defendant’s likelihood of success on the certifiability of the claims and the scope
of Defendant’s alleged liability. Class Counsel retained an expert to analyze the data produced by
Defendant, and separately completed its own analysis of the data, including calculating the damages of
a number of individual class members, in order to confirm the accuracy of their expert’s calculations.

20 7. On July 16, 2024, the Parties participated in mediation before Kim Deck, Esq. (a
21 respected mediator of employment class actions) and thereafter reached an agreement to settle the
matter.

22 8. For purposes of this Settlement only, Class Representatives contend, and Defendant
23 does not dispute, that there is sufficient evidence to support the requirements for Class certification for
24 settlement purposes, specifically:

25 a. There are approximately 1,459 Class Members,¹ which is so numerous as to make it
26 impractical to join all Class Members;

27 b. The Class is ascertainable from Defendant’s records;

28 ¹ Through the date of mediation, July 16, 2024.

- 1 c. Common questions of law and fact exist;
- 2
- 3 d. Class Representatives' claims are typical of the claims of the Settlement Class
- 4 Members and that they are adequate representatives of the Class and should be
- 5 appointed as such;
- 6 e. Class Representatives and their counsel, Mayall Hurley P.C., are adequate to represent
- 7 the Class and should be appointed as Class Representatives and Class Counsel,
- 8 respectively;
- 9 f. The prosecution of separate actions by individual members of the Class would create
- 10 the risk of inconsistent or varying adjudications, which could establish incompatible
- 11 standards of conduct; and
- 12 g. Questions of law and fact common to the members of the Class predominate over
- 13 questions affecting individual members of the Class and a class action is superior to
- 14 other available means for the fair and efficient adjudication of the controversy.

15 9. By entering into this Settlement, Defendant admits no liability, and explicitly denies

16 liability or wrongdoing of any kind arising from the claims alleged in the Class Action. This

17 Settlement shall not constitute an admission by Defendant as to any interpretation of laws or as to the

18 merits, validity, or accuracy of any of the claims made against it in the Class Action, or that the claims

19 alleged are suitable for class-wide or collective treatment.

15 **II. DEFINITIONS.**

16 10. "Class", "Class Members", and "Settlement Class Members" means all current and

17 former employees who worked directly for Defendant in California during the Class Period as defined

18 below (or if any such person is incompetent, deceased, or unavailable due to military service, the

19 person's legal representative or successor in interest evidenced by reasonable verification). The term

"Class Members" shall not include any person who submits a timely and valid request for exclusion.

20 For distribution purposes, the Parties have agreed to the following subclass:

21 The Former Employee Subclass: All former non-exempt employees who

22 worked directly for Defendant in California at any time from March 28, 2019

23 through October 16, 2024.

24 11. "Class Action" refers to this class action lawsuit, *Temple, et al. v. Steve DeClerck*

25 *Enterprises, Inc.*, Siskiyou County Superior Court, Case No. CVCV22-351.

26 12. "Class Counsel" refers to Mayall Hurley P.C., by and through Lead Counsel Robert J.

27 Wassermann and John P. Briscoe.

28 13. "Class List" refers to the list of Class Member information to be provided to the

Settlement Administrator by Defendant.

1 14. "Class Notice" refers to the class notice, substantially in the form attached here to as
2 **Exhibit A**, as it may be modified by agreement of the Parties or upon order of the Court, which will be
sent to the California Class Members.

3 15. "Class Period" shall be defined as the time frame of March 28, 2018 through October
4 16, 2024.

5 16. "Defense Counsel" refers to David Nusz and Carla Vasques dos Santos-Moore of
6 O'Hagan Meyer.

7 17. "Effective Date" as defined below is a condition of performance of the obligations
8 under this Settlement. The Effective Date is determined as follows: If no Class Member or any
9 person claiming to have standing submits an objection or otherwise purports to object to the
Settlement Agreement, then the Effective Date is the date of the Court's entry of a final approval order
10 and judgment finally approving the Settlement Agreement ("Order of Final Approval"). If any Class
Member or any person claiming to have standing submits an objection or otherwise purports to object
11 to the Settlement Agreement, then the Effective Date is the date after (a) the Court's entry of a final
approval order and judgment finally approving the Settlement Agreement ("Order of Final Approval"),
12 and (b) the first to occur of the following: (1) the date for seeking appellate review of the Court's
Order of Final Approval has passed without a timely appeal or request for review having been made
13 (i.e., 61 days after entry of the trial court's Order of Final Approval and Judgment); or (2) if an appeal,
review, or writ is sought from the Order of Final Approval, the day after the Order of Final Approval
14 is affirmed or the appeal, review or writ is dismissed or denied, and the Order of Final Approval is no
15 longer subject to further judicial review.

16 18. "Employee-side Taxes and Withholdings" shall mean the employee's share of any and
all applicable federal, state or local payroll taxes including, but not limited to those collected under
17 authority of the Federal Insurance Contributions Act ("FICA"), FUTA and/or SUTA on the portion of
any Participating Class Member's Settlement Share that constitutes wages. The Employee-side Taxes
18 and Withholdings will be withheld from and paid out of the Net Settlement Amount.

19 19. "Employer-side Taxes" shall mean and refer to Defendant's share of corporate federal,
20 state and/or local payroll taxes that is owed on the portion of any Participating Class Member's
Settlement Share that constitutes wages. The Employer-side Taxes shall be separately paid by
21 Defendant and shall not be paid from the Maximum Settlement Amount or Net Settlement Amount.

22 20. "Final Approval Hearing" means the hearing set by the Court for the purpose of
23 determining, *inter alia*, (1) the fairness, adequacy, and reasonableness of the Settlement, (2) the
Service Payment to Plaintiffs, and (3) the fees and costs of Class Counsel.

24 21. "Final Approval Order" or "Order of Final Approval" refers to the order of the Court
25 granting final approval of this Settlement and entering a judgment approving this Settlement on
substantially the same terms provided herein or as may be modified by subsequent agreement of the
26 Parties.

27 22. "Individual PAGA Group Member Pay Periods" shall mean the number of pay periods
28 worked by each PAGA Group Member during the PAGA Period.

1 23. “Individual Workweeks” shall mean the number of workweeks worked by each Class
2 Member during the Class Period.

3 24. “Former Employee Subclass Member” means any Class Member whose employment
4 with Defendant ended at any point during the Class Period.

5 25. “LWDA Payment” shall mean the payment to the California Labor and Workforce
6 Development Agency (“LWDA”) constituting seventy-five percent (75%) of the value assigned to the
7 claim for penalties under the California Labor Code Private Attorneys General Act, California Labor
8 Code Section 2698, *et seq.* (“PAGA”). Specifically, Forty-Five Thousand Dollars and Zero Cents
9 (\$45,000.00), which shall constitute the LWDA’s seventy-five percent (75%) share of Sixty Thousand
10 Dollars and Zero Cents (\$60,000.00) in civil penalties paid under this Settlement. The remaining
11 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in civil penalties shall be distributed on a *pro*
12 *rata* basis based upon the number of pay periods worked by each PAGA Group Member (“PAGA
13 Payment”).

14 26. “Maximum Settlement Amount” refers to the maximum amount which Defendant is
15 obliged to pay under this Agreement, exclusive of Employer-side Taxes, i.e., One Million Two
16 Hundred Thousand Dollars and Zero Cents (\$1,200,000).

17 27. “Net Settlement Amount” refers to the Maximum Settlement Amount, less (a) the fees
18 and costs of the Settlement Administrator, (b) the payment to the California Labor and Workforce
19 Development Agency (“LWDA”), (c) the payments to the PAGA Group, (d) the Service Payments to
20 Class Representatives, and (e) Class Counsel’s Fees and Costs.

21 28. “Order of Preliminary Approval” or “Preliminary Approval Order” refers to the order
22 of the Court granting preliminary approval of this Settlement.

23 29. The “PAGA Group” shall mean all persons who, during the PAGA Period, have
24 previously been or currently are employed in California by Defendant, as an hourly-paid, non-exempt
25 employee. “PAGA Group Member” shall mean an individual who is a member of the PAGA Group
26 (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s
27 legal representative or successor in interest evidenced by reasonable verification).

28 30. “PAGA Payment Share” shall mean the value of each PAGA Group Member’s share of
the PAGA Payment as provided by this Agreement.

 31. “PAGA Period” shall be defined as the time frame of January 22, 2021, through
October 16, 2024.

 32. “Participating Class Members” refers to all Class Members who choose to participate in
this Settlement and who do not timely and validly exclude themselves from the Settlement in
accordance with the procedures set forth herein.

 33. “Participating Former Employee Subclass Members” refers to all Former Employee
Subclass Members who choose to participate in this Settlement and who do not timely and validly
exclude themselves from the Settlement in accordance with the procedures set forth herein.

34. "Parties" refers to Class Representatives and Defendant.

35. "Qualified Settlement Fund" or "QSF" means an account that will qualify and be characterized as a Qualified Settlement Fund under the provisions of the U.S. Treasury Regulations 1.486B-1 and 1.468B-5, to be set up as provided below, and into which the Maximum Settlement Amount is to be deposited as agreed herein, to be administered in a manner consistent with law and the terms of this Settlement.

36. "Released Claims" refers collectively to the claims released by Participating Class Members, as appropriate, and as defined in Paragraph 67.

37. "Released Former Employee Subclass Claims" means the claims released by Participating Waiting Time Subclass Members as defined in Paragraph 69, subsection (i) and (ii).

38. "Released PAGA Claims" means the PAGA claims released by Class Representatives on behalf of themselves and the other allegedly aggrieved employees and the LWDA, described in detail in Paragraph 68, as against Defendant.

39. "Released Parties" means Defendant and Defendant's past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

40. "Response Deadline" or "Response Period" means the final date, forty-five (45) days after the Settlement Administrator mails the Class Notice, upon which Class Members may submit a request for exclusion or objection to the Settlement.

41. "Settlement" or "Settlement Agreement" refer to this Class and Representative Action Settlement Agreement and Release of Claims.

42. "Settlement Administrator" refers to Phoenix Class Action Administration Solutions, the third-party administrator whom the Parties have selected to administer the Settlement in accordance with the terms set forth herein and as approved by the Court.

43. "Settlement Share" refers to the value of the Net Settlement Amount which an individual Class Member is entitled to receive pursuant to the Settlement.

44. "Workweek" shall mean any week in which a Class Member actually performed paid work for Defendant during the Class Period as an hourly-paid, non-exempt employee.

**III. APPLICATION FOR APPROVAL OF THE SETTLEMENT, CLASS
CERTIFICATION, DISSEMINATION OF NOTICE, AND SETTING OF FINAL
APPROVAL HEARING.**

45. Promptly upon the full execution of this Agreement, Class Representatives shall apply to the Court for approval of the Settlement, including an Order of Preliminary Approval that, amongst other things, (a) preliminarily approves the Settlement under the legal standards relating to the

1 approval of class and representative action settlements; (b) preliminarily certifies the Settlement Class
2 for settlement purposes only; (c) approves the Class Notice and authorizes dissemination of the same;
3 (d) preliminarily approves Class Representatives as class representatives; (e) preliminarily approves
4 Mayall Hurley, P.C. as Class Counsel; (f) preliminarily approves Phoenix Class Action Administration
5 Solutions to serve as Settlement Administrator; and (g) sets a Final Approval Hearing and briefing
6 schedule. Should this Settlement not become effective for any reason, the fact that the Parties
7 stipulated to certification of a Class shall have no bearing on and shall not be admissible on the
8 question of whether a class/collective action should be certified in a non-settlement context.

6 **IV. CONSIDERATION FOR THE SETTLEMENT.**

7 46. Maximum Settlement Amount.

8 The Parties agree to settle this Class Action for the Maximum Settlement Amount of One
9 Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000). The Maximum Settlement
10 Amount and other actions and forbearances taken by Defendant are paid in full and final settlement of
11 (a) the Released Claims, (b) the PAGA Released Claims, (c) the fees and costs of the Settlement
12 Administrator, (d) the payment to the LWDA, (e) the Service Payment to Class Representatives, and
13 (f) Class Counsel's Fees and Costs. If no objection to the Settlement Agreement is made, Defendant
14 shall transmit to the Settlement Administrator no less than 50 percent of the Maximum Settlement
15 Amount within 30 days of the Order of Final Approval. If an objection is made to the Settlement
16 Agreement but no appeal is filed, then Defendant shall transmit to the Settlement Administrator no
17 less than 50 percent of the Maximum Settlement Amount within 30 days of the running of the period
18 for any appeal to be filed. If an objection is made to the Settlement Agreement *and* an appeal is filed,
19 then Defendant shall transmit to the Settlement Administrator no less than 50 percent of the Maximum
20 Settlement Amount within 30 days of the date on which the Order and Judgment of Final Approval
21 becomes final and is no longer subject to appeal. Defendant shall pay the remainder of the Maximum
22 Settlement Amount by September 1, 2025, 30 days after final approval, *or* 30 days after all appeals
23 have been exhausted, whichever is later.

18 The Maximum Settlement Amount does not include the employer-side Taxes which also must
19 be paid by Defendant.

20 47. Allocation of the Maximum Settlement Amount.

21 Subject to Court approval, the Maximum Settlement Amount will be credited or allocated as
22 follows:

- 23 (i) \$15,500 for the fees and costs of the Settlement Administrator;
- 24 (ii) \$45,000 payment to LWDA under the PAGA;
- 25 (iii) \$15,000 for payment to the PAGA Group Members;
- 26 (iv) \$10,000 service payment to Christopher Casey for his services as Class
27 Representative;
- 28 (v) \$10,000 service payment to Natasha Temple for her services as Class
Representative;
- (vi) \$22,500 payment to Class Counsel for Costs; and
- (vii) \$400,000.00 payment to Class Counsel for attorneys' fees.

1 The remainder constitutes the Net Class Settlement Amount: \$682,000.

2 48. Escalator Clause.

3 Defendant represents that there are approximately 16,570 pay periods for all Class Members
4 during the Class Period as of July 16, 2024. Defendant further represents that the number of Class
5 Members through July 16, 2024, is 1,459. In the event either the total number of current employees,
6 former employees, or total pay periods is more than 10 percent larger for the Class Period, then
7 Defendant will have the option to either (i) allow the Maximum Settlement Amount to increase on a
8 pro rata basis *above 10 percent* to the extent the threshold is exceeded (e.g., if the total number of
9 Class Members for the Class Period is actually 11 percent more than 1,459 Class Members, the
10 Maximum Settlement Amount shall increase by 1 percent), or (ii) shorten the Class Period such that
11 the threshold is not exceeded – i.e., such that there is not an increase in the total number of Class
12 Members, former Class Members, or total pay periods of more than 10 percent. In the event that more
13 than one of the total numbers of current employees, former employees, or total pay periods increase by
14 more than 10 percent, the category with the largest increase shall control for purposes of this escalator
15 clause.

11 49. Non-Monetary Relief.

12 Although Defendant denies it ever acted illegally and that, as noted herein, nothing in this
13 agreement constitutes an admission of liability, in addition to the Maximum Settlement Amount,
14 Defendant also agrees that it has reviewed and audited its policies, practices, and procedures
15 associated with the Labor Code violations alleged to have occurred in this matter, to ensure
16 compliance with California law.

16 50. Reasonable Fees and Costs of the Settlement Administrator.

17 All of the Settlement Administrator's fees and costs, which are estimated not to exceed
18 \$15,500, unless otherwise approved by the Court, will be paid out of the Maximum Settlement
19 Amount from the QSF.

19 51. Payment to the LWDA under the PAGA.

20 The Parties allocate \$60,000 to the PAGA claims. Of that amount, 75% – or \$45,000 – will be
21 paid to the LWDA, and 25% – or \$15,000 – will be returned to the portion of the Net Settlement
22 Amount allocated to the PAGA Group Members. The Parties believe such amount is reasonable and
23 sufficient under the circumstances and serves the punitive and deterrent purposes of the PAGA. The
24 Settlement Administrator shall make the payment to the LWDA within 10 calendar days after
25 Defendant funds the QSF fully.

24 52. Service Payments to Class Representatives.

25 Subject to Court approval, and in consideration for their general release of claims and waiver
26 of protections per Civil Code section 1542, *infra*, Class Representatives will apply for Service
27 Payments in the respective amounts of \$10,000 (for a total of \$20,000), in consideration for their
28 efforts on behalf of the Class, including, but not limited to, assisting in the investigation and consulting
with Class Counsel, providing critical information and documents to Class Counsel, and participating

1 in settlement negotiations, the drafting of the Memorandum of Points and Authorities, and the drafting
2 of this Settlement Agreement. Any Service Payment approved by the Court will be paid out of the
3 Maximum Settlement Amount and shall be in addition to Class Representatives' Settlement Shares
4 under the terms of the Settlement. The Settlement Administrator will issue an IRS Form 1099 for any
5 Service Payment approved by the Court. The Settlement Administrator shall mail the Service
6 Payments to Class Representatives within 10 calendar days after Defendant funds the QSF fully.
7 Defendant will not oppose these requests.

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53. Reasonable Attorneys' Fees and Costs to Class Counsel.

Subject to Court approval, Class Counsel will apply to the Court for an award of attorneys' fees and costs incurred in connection with the prosecution of this matter; all of the work remaining to be performed, including, but not limited to, documenting the Settlement; drafting the Class Notice; soliciting bids from, negotiating with, and retaining the Settlement Administrator; preparing all of the motions and documents necessary to secure Court approval of the Settlement Agreement (including all related appellate work if necessary); carrying out their duties to see that the Settlement Agreement is fairly administered and implemented; responding to questions from Settlement Class Members; and obtaining judgment.

Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed one-third of the Maximum Settlement Amount, or \$400,000.00, and declared costs of up to \$22,500. Defendant will not oppose Class Counsel's request of equal to or less than the amounts referenced above. The fees and costs awarded to Class Counsel by the Court shall be paid out of the Maximum Settlement Amount from the QSF. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel in connection with this payment. The Settlement Administrator shall mail the attorneys' fees and costs awarded to Class Counsel within 10 calendar days after Defendant funds the QSF fully.

In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above, or for the Service Payments referenced in Paragraph 52, the approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiff and/or Class Counsel to terminate the Settlement, but such an order shall be appealable by them. In the event that such an appeal is filed, final funding and administration of the portion of the attorneys' fees and/or costs award and/or service payment in dispute will be segregated and stayed pending the exhaustion of appellate review. If, after the exhaustion of any such appellate review, additional amounts are distributable to the Participating Class Members, the cost of administration of the payments to them will be paid out of such additional amounts and not by Defendant. Any amount not awarded in attorneys' fees, costs and Service Payments shall be added to the Net Settlement Amount and distributed to the Participating Class Members in accordance with the terms of the Settlement.

As of the date the QSF is funded fully or the Effective Date, whichever is later, and except as otherwise provided by this Settlement, Class Counsel and any counsel associated with Class Counsel waive any further claims to costs and attorneys' fees and expenses against Defendant or the Released Parties arising from or related to the Action, including, but not limited to, claims based on the Labor Code, the Code of Civil Procedure, PAGA, the Fair Labor and Standards Act, the Business and Professions Code, or any other contract, statute or law.

54. Tax Treatment of Settlement Shares.

1 For the purpose of taxes and required withholdings, the Parties agree that (i) payments to
2 Participating Waiting Time Subclass Members shall be considered 100% penalties (for which an IRS
3 Form 1099 will be issued) (ii) Payments to Class Members shall be considered 20% wages (for which
4 an IRS Form W-2 shall be issued) and 80% interest and penalties (for which an IRS Form 1099 shall
5 be issued); and (iii) Payments to PAGA Group Members shall be considered 100% penalties (for
6 which an IRS Form 1099 will be issued)

7 Prior to the distribution of Settlement Shares, the Settlement Administrator shall calculate the
8 total taxes and withholdings required as a result of the wage portion of the Settlement Share and such
9 actual amount will be deducted from therefrom. Additionally, within 5 days of the Effective Date, or
10 earlier upon Defendant's request, the Settlement Administrator shall calculate the Employer-side
11 Taxes due on the wage portion of the Settlement Shares and issue instructions to Defendant to
12 separately fund these obligations. The Parties understand that Participating Class Members and
13 PAGA Group Members who receive Settlement Shares under this Settlement shall be solely
14 responsible for any and all individual tax obligations on the non-wage portion of their Settlement
15 Share, and will indemnify and hold harmless Defendant for any taxes, interest or penalties that may be
16 incurred by Defendant on the non-wage portion of the Participating Class Member's Settlement Share
17 if any taxing authority disputes the allocation of the settlement payment.

18 **55. No Effect on Employee Benefit Plans.**

19 Neither this Settlement nor any amounts paid hereunder will modify any previously credited
20 hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored
21 by Defendant.

22 **56. Undistributed Funds.**

23 In the event that any checks mailed to Participating Class Members/PAGA Group Members
24 remain uncashed after the expiration of 180 days, or an envelope mailed to a Participating Class
25 Member is returned and no forwarding address can be located for the Participating Class Member after
26 reasonable efforts have been made (including but not limited to skip tracing), then any such funds shall
27 be distributed as follows in accordance with California Code of Civil Procedure section 384:

28 100% to Court Appointed Special Advocates for Children of Siskiyou County (a nonprofit
legal services organization that advocates for abused, neglected, and other identified children
within the court system).

V. ADMINISTRATION OF THE SETTLEMENT.

57. Duties of the Settlement Administrator.

The Settlement Administrator shall perform the duties required by this Settlement by, among
other things, and without limitation, (i) receiving and updating through normal and customary
procedures the list of Class Members/PAGA Group Members to be produced by Defendant, so that it
is updated prior to the mailing of the Class Notice, (ii) populating, printing and mailing the Court-
approved Class Notice, (iii) responding to Class Member inquiries as appropriate, (iv) performing
necessary additional skip traces on any notices and/or checks returned as undeliverable, (v) calculating

1 the Settlement Shares of the Participating Class Members, (vi) resolving disputes during the
2 administration process in the manner described below, (vii) reporting to Class Counsel and Defense
3 Counsel regarding administration of the Settlement, (viii) establishing the QSF in the manner
4 described below, (ix) preparing and mailing settlement checks to the Participating Class Members, (x)
5 preparing and mailing the Court-approved payments to itself, the LWDA, the Class Representatives,
6 and Class Counsel, (xi) preparing all appropriate tax forms required in connection with the payments
7 called for by this Settlement and remitting those forms and all required payments to the appropriate
8 governmental agencies, (xii) preparing a final report and declaration summarizing the administration
9 of the Settlement, and (xiii) generally performing all normal and customary duties associated with the
10 administration of such settlements.

11
12 58. Dispute Resolution.

13 The Settlement Administrator shall have the initial responsibility for resolving any disputes
14 that arise during the administration of the Settlement, including, without limitation, disputes regarding
15 whether a Class Member/PAGA Group Member is entitled to a Settlement Share and, if so, the
16 amount thereof. In resolving such disputes, Defendant's employment records shall be presumed
17 accurate and correct, and shall be final and binding unless the information submitted by the individual
18 (e.g., time records, wage statements, employment records, etc.) proves otherwise. In the event that the
19 Settlement Administrator cannot resolve a dispute based upon a review of Defendant's records, the
20 Settlement Administrator will schedule a call with Class Counsel and Defense Counsel to discuss and
21 resolve the dispute. After such call, the Settlement Administrator will resolve the dispute and such
22 resolution will be final and binding on the Class Member.

23 59. Establishing the Qualified Settlement Fund.

24 The Settlement Administrator shall be responsible for establishing a QSF upon the Court's
25 approval to do so, which approval the Parties will jointly seek. The QSF will be taxed as a separate
26 entity for purposes of all federal, state, and local taxes, and the Parties agree to treat the QSF on a basis
27 consistent therewith. Any interest accrued shall inure to the benefit of the Settlement Class.
28 Defendant may, at its discretion, deposit the Maximum Settlement Amount at an earlier date.

VI. CLASS LIST, NOTICE TO SETTLEMENT CLASS MEMBERS, PARTICIPATION IN
THE SETTLEMENT, AND SETTLEMENT SHARES.

60. Provision of the Class List.

Within ten (10) days after the Motion for Preliminary Approval is granted, Defendant will provide to
the Settlement Administrator the "PAGA Group" and "Class Members' Data," which shall consist of
an electronic database containing (i) each Class Member's first and last name, (ii) last known mailing
address, (ii) the Class Member's Social Security number or Tax ID, (iii) the Class Member's employee
identification number, if applicable, based on Defendants' payroll records, (iv) the Class Member's
total number of Individual Class Member Workweeks, and (v) PAGA Group Members' total number
of Individual PAGA Group Member Pay Periods. If any or all of the Class Members' Data are
unavailable to Defendant, Defendant will so inform Class Counsel prior to the date on which
Defendant is required to submit the Class Members' Data to the Settlement Administrator and the
Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data
prior to when it must be submitted to the Settlement Administrator. If the Parties are unable to agree,

1 the dispute will be resolved by the Settlement Administrator as provided in Paragraph 63. This
2 information will otherwise remain confidential and will not be disclosed to anyone, except as required
3 to applicable taxing authorities, as required to carry out the reasonable efforts to identify Class
4 Member information as described in this Paragraph 62, pursuant to Defendant's express written
5 authorization, or by order of the Superior Court.

6
7 61. Notice to Settlement Class Members.

8 Promptly upon receipt of the Class List, the Settlement Administrator shall access the National
9 Change of Address Database ("NCOA") and update the addresses provided by Defendant. The
10 Settlement Administrator shall also determine the number of pay periods worked, as appropriate, for
11 each Class Member, determine whether the Class Member is a member of the Waiting Time Subclass,
12 and populate the Class Notice accordingly. Within 10 calendar days after receipt of the Class List, the
13 Settlement Administrator shall mail the Class Notice to each Class Member via first-class mail. For
14 each Class Notice that is returned as undeliverable before the Response Deadline, the Settlement
15 Administrator shall promptly attempt to determine a correct address using its best efforts and shall
16 resend the notice to any new address determined thereby.

17 62. Participation in the Settlement and Calculation of Settlement Shares.

18 Class Members are not required to file claims in order to be eligible to participate in this
19 Settlement and receive their Settlement Share. In accordance with the formulas set forth below,
20 \$682,000 shall be paid to Participating Class Members. Additionally, \$15,000 (which is not included
21 within the Net Settlement Amount, *supra*) shall be distributed to PAGA Group Members. The amount
22 of each Participating Class Member, Participating Former Employee Subclass Member, and PAGA
23 Group Member's Settlement Share shall be determined by the Settlement Administrator as follows:

24 (i) Class Members.

25 The workweeks worked during the Class Period by each Participating Class
26 Member will be divided by the total workweeks worked all Participating Class
27 Members during the Class Period, resulting in a payment ratio for each
28 Participating Class Member. Each Participating Class Member's payment ratio
is then multiplied by the portion of the Net Settlement Amount allocated to the
Class to determine his or her individual Settlement Share.

(ii) Participating Former Employee Subclass Members.

Participating Waiting Time Subclass Members shall each receive credit for an
additional ten (10) workweeks in addition to their payment under paragraph
62(i) above.

(iii) PAGA Group Members.

The workweeks worked during the PAGA Period by each PAGA Group
Member will be divided by the total workweeks worked by all PAGA Group
Members during the PAGA Period, resulting in a payment ratio for each PAGA
Aggrieved Employee. Each PAGA Aggrieved Employee's payment ratio is

1 then multiplied by the \$15,000 allocated to the PAGA Group Members to
2 determine his or her individual payment.

3 The Settlement Administrator shall pay to each Participating Class Member his or her
4 Settlement Share and to each PAGA Group Member his or her PAGA Payment Share from the QSF.
5 The Settlement Administrator shall pay each Settlement Share by sending a check in the appropriate
6 amount after withholdings to the Participating Class Member at the address indicated in the Class
7 Member's Data. The Settlement Administrator shall pay each PAGA Payment Share by sending a
8 check in the appropriate amount to the PAGA Group Member at the address indicated in the PAGA
9 Group Member's Data. Such payment shall be sent by the Settlement Administrator via U.S. Mail
10 within fourteen (14) calendar days of the QSF being funded fully with the Maximum Settlement
11 Amount.

12 63. Procedures for Challenges.

13 A Class Member may, before the Response Deadline, dispute the amount of his or her
14 Settlement Share, and the data used to calculate it, by timely sending a written notice to the Settlement
15 Administrator informing the Settlement Administrator of the nature of the dispute and providing any
16 records or documentation supporting their position. In response to such a challenge, Defendant will
17 first verify the accuracy of the information contained in its records. Next, Class Counsel and Defense
18 Counsel will make a good faith effort to resolve the dispute informally. If Class Counsel and Defense
19 Counsel are unable to agree, the dispute shall be resolved by the Settlement Administrator after
20 examination of the records provided by the Settlement Class Member and Defendant. The Settlement
21 Administrator's determination will be final and binding.

22 If, before the Response Deadline, an individual not previously identified in the Class List
23 asserts his or her membership in the Settlement Class and seeks recovery under the Settlement, the
24 Settlement Administrator shall provide Class Counsel and Defense Counsel with the evidence
25 submitted by the individual. To be eligible for recovery under this Settlement, individuals must
26 provide sufficient proof to the Settlement Administrator supporting his or her request for inclusion,
27 including specific evidence establishing that he or she qualifies as a Settlement Class Member as
28 defined herein. If Class Counsel and Defense Counsel agree an individual is not a Settlement Class
Member, the Settlement Administrator will inform the individual that their request for inclusion has
been rejected. If Class Counsel and Defense Counsel are unable to agree, the dispute shall be resolved
by the Settlement Administrator after examination of the records provided by the Settlement Class
Member and Defendant. The Settlement Administrator's determination will be final and binding.

22 **VII. EXCLUSIONS, OBJECTIONS AND BINDING EFFECT OF SETTLEMENT.**

23 64. Right of Class Members to Opt-Out of Settlement.

24 The Class Notice will advise each Class Member of their right exclude themselves or opt-out
25 of the Settlement. To be effective, requests for exclusion must (a) be submitted in writing to the
26 Settlement Administrator, postmarked before the Response Deadline (i.e., no later than 45 calendar
27 days from the date of mailing of the Class Notice), (b) contain the individual's full name, current
28 home (or mailing address), and the last four digits of his or her social security number, and (c) include
written affirmation of his or her desire to exclude themselves containing the following or substantially
similar language:

1 "I elect to opt-out of the *Temple, et al. v. Steve DeClerck Enterprises, Inc.* class action
2 settlement. I understand that by doing so, I will not be able to participate in the
3 settlement, and will not receive a share of the settlement."

4 The Settlement Administrator shall email copies of any Opt-Outs received to all counsel within
5 48 hours of its receipt of same. The Class Notice shall include the specific address to which requests
6 for exclusion must be mailed as well as a summary of the foregoing. Any Class Member who timely
7 requests exclusion from this Settlement shall not have any rights under the Settlement, shall not be
8 entitled to receive a Settlement Share, shall not be bound by the Settlement or the Order of Final
9 Approval, and shall not have the right to file an objection to the Settlement. A Class Member who
10 timely submits a valid Exclusion Request will not participate in, or be bound by, the Settlement or the
11 Judgment and will not receive any payment pursuant to the Settlement except for a payment from the
12 portion of the PAGA Payment to the PAGA Group if the Class Member is a PAGA Group Member,
13 and will not be bound by the terms of the Settlement, except for the release of the Released PAGA
14 Claims if the Class Member is a PAGA Group Member, and will not have any right to object, appeal,
15 or comment thereon.

11 65. Right of Class Members to Object to Settlement.

12 The Class Notice will advise each Class Member of their right to object to the Settlement. To
13 be effective, objections must (a) be mailed to the Settlement Administrator, postmarked before the
14 Response Deadline (i.e., no later than 45 calendar days from the date of mailing of the Class Notice),
15 (b) clearly identify the case name and number, (c) contain the objector's full name, current home (or
16 mailing address), and the last four digits of his or her social security number, (d) clearly and concisely
17 state all grounds for the objection, (e) indicate whether the objector is represented by counsel and, if
18 so, identify such counsel, (f) indicate whether the objector his or her counsel intend to appear at the
19 Final Approval Hearing, and (g) be signed by the objector or his or her counsel.

18 The Notice will include the specific address to which objections must be mailed as well as a
19 summary of the foregoing. Absent good cause found by the Court, no Class Member may be heard at
20 the Final Approval Hearing unless he or she has complied with these requirements, and any Class
21 Member who fails to comply with these requirements shall be deemed to have waived his or her right
22 to object to the Settlement. Any Class Member whose objection is overruled will be deemed to be a
23 Participating Class Member and subject to the terms of this Settlement and the Court's Order of Final
24 Approval.

22 66. Binding Effect on Participating Class Members.

23 All Participating Class Members will bound by the terms and conditions of this Settlement, the
24 Court's Order of Final Approval, and the releases set forth herein.

25 **VIII. RELEASES**

26 67. Released Claims.

27 As of the date the QSF is funded or the Effective Date, whichever is later, each Participating
28 Class Member, and without the need to manually sign a release document, in exchange for the

consideration recited in this Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release the Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could have been brought against the Released Parties in the Action based on the facts and allegations set forth in the Action (the "Released Claims"). The Released Claims include all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including, but not limited to, all of the following claims for relief:

- (i) All causes of action and claims that were alleged in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the First Amended Class and Representative Complaint which arose during the Class Period, including all of the following claims for relief: (i) failure to provide paid sick leave; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (vii) all claims under PAGA that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in Plaintiff's Complaint; (viii) any claim for costs and attorneys' fees and expenses, and any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders. Participating Class Members who cash their checks are deemed to have waived all claims under the Settlement.
- (ii) Participating Class Members who are currently employed by Defendant and who participate in the Settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based upon the claims set forth above in Paragraph 67(i).

The Parties also agree that this release constitutes a resolution of a good faith dispute concerning wages and complies with Labor Code Section 206.5(a), which reads:

"An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor."

68. Released PAGA Claims.

As of the date the QSF is funded or the Effective Date, whichever is later, each PAGA Group Member, and without the need to manually sign a release document, in exchange for the consideration

recited in this Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could have been brought against the Released Parties in the Action for civil penalties pursuant to the PAGA that were alleged or could have been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based on the facts and legal theories contained in the Action, including but not limited to (a) failure to provide paid sick leave; (b) failure to provide meal periods or compensation in lieu thereof; (c) failure to provide rest periods or compensation in lieu thereof; (d) failure to pay wages timely at time of termination or resignation; and (e) failure to provide complete, accurate wage statements, that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (the "PAGA Released Claims"). Following the Effective Date and Defendants funding the settlement, all PAGA Group Members will release the Released Parties from the PAGA Released Claims that accrued during the PAGA Period. PAGA Group Members cannot opt out of or object to the foregoing PAGA Release.

69. General Release by Class Representatives.

In addition to the Released Claims and Released PAGA Claims identified above, Class Representatives agree to release any and all claims, whether known or unknown, under all federal, state and local statutes, and federal and state common law (including but not limited to those for contract, tort, and equity), including, without limitation, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.) and the California Labor Code against the Released Parties. Class Representatives acknowledge the language of Section 1542 of the California Civil Code, which provides:

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

Class Representatives waive the protection of Section 1542. Class Representatives understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Class Representatives' intention to settle fully and release all of the claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected.

70. Non-Disparagement.

Class Representatives and Class Counsel agree not to make any untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding the Released Parties. Class Representatives and Class Counsel further agree not to encourage, authorize or permit any such statements, allegations, comments or communications to be made by others on their behalf. Defendant agrees not to make any untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding Class Representatives. Defendant further agrees not to encourage, authorize or permit any such statements,

1 allegations, comments or communications to be made by others on their respective behalf.

2 71. No Admission of Liability.

3 Defendant denies that it has engaged in any unlawful activity, has failed to comply with the
4 law in any respect, or has any liability to anyone under the claims asserted in the Action. This
5 Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in
6 this Settlement is intended or will be construed as an admission of liability or wrongdoing by
7 Defendant, an admission by Class Representatives that any of his claims were non-meritorious, or any
8 defense asserted by Defendant was meritorious. This Settlement and the fact that Class
9 Representatives and Defendant were willing to settle the Action will have no bearing on, and will not
10 be admissible in connection with, any litigation (other than solely in connection with the Settlement).

11 **IX. FINAL SETTLEMENT APPROVAL.**

12 72. A Final Approval Hearing shall be held for the purpose of considering, *inter alia*, (a)
13 the fairness, adequacy, and reasonableness of the Settlement, (b) the Service Payments to Class
14 Representatives, (c) the fees and costs of Class Counsel, and (d) the propriety of any timely objections
15 as well as Class Counsel and Defense Counsel's response thereto. The date of the Final Approval
16 Hearing shall be set by the Court and notice of such shall be provided to Class Members in the Class
17 Notice.

18 Upon final approval of the Settlement, the Parties will respectfully request the Court enter an
19 Order of Final Approval:

- 20 (i) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and
21 adequate, and directing consummation of its terms and provisions;
- 22 (ii) Approving payment to the Settlement Administrator;
- 23 (iii) Approving the Service Payments to the Class Representatives;
- 24 (iv) Approving Class Counsel's application for fees and costs;
- 25 (v) Permanently enjoining and restraining Participating Class Members from and against
26 initiating or pursuing against Defendant any individual, representative, or class claims
27 released by this Settlement;
- 28 (vi) Permanently enjoining and restraining PAGA Group Members from and against
initiating or pursuing against Defendant any representative claim released by this
Settlement;
- (vii) Entering judgment in this Class Action consistent with the terms of this Settlement; and
- (viii) Retaining jurisdiction to the extent necessary over the subject matter of the Class
Action and over the Parties and Settlement Class Members to enforce the terms of the
Settlement.

29 **X. TERMINATION OF THE SETTLEMENT.**

30 73. Grounds for Termination of the Settlement.

31 If the Superior Court ultimately does not grant final approval of the Settlement or grants final
32 approval conditioned on any material change to the Settlement that is not agreed to by one of the
Parties, then either Party will have the right to void the Settlement. Further, if 3 percent or more of the

1 Class Members timely and validly exclude themselves from the Settlement, Defendant may, at its
2 election, have the right to void the Settlement (but it must do so within 10 calendar days after the
3 Settlement Administrator notifies the Parties of the total number of Class Members who are excluding
4 themselves from the Settlement). If the Settlement is voided in this manner, the Parties will have no
5 further obligations under the Settlement, including any obligation by Defendant to pay any amounts
6 that otherwise would have been payable under this Settlement, except that the voiding Party will pay
7 the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Party
8 exercises the right to void the Settlement under this paragraph. However, an award by the Superior
9 Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Service Payment,
10 and/or Class Counsel's Attorneys' Fees and Costs, will not constitute a material change to the
11 Settlement within the meaning of this paragraph.

12 **XI. MISCELLANEOUS TERMS.**

13 74. Mutual Cooperation.

14 The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement
15 Agreement, including, but not limited to, executing and amending such documents and taking such
16 other actions as may reasonably be necessary to implement the terms of this Settlement Agreement.
17 The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement
18 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this
19 Settlement Agreement and the terms set forth herein. Neither party, nor their counsel, employees, or
20 agents, shall solicit or encourage any Settlement Class Member to exclude themselves from the
21 Settlement, object to the Settlement, or decline to opt into the Settlement.

22 75. Modification.

23 This Settlement Agreement may not be changed, altered, or modified, except in writing and
24 signed by counsel for the Parties, and approved by the Court, provided however that changes solely to
25 the timing and deadlines herein may be made for administrative convenience by written agreement of
26 counsel for all Parties without Court approval. This Settlement Agreement may not be discharged
27 except by performance in accordance with its terms or by a writing signed by the Parties hereto and
28 approved by the Court.

76. Integration Clause.

This Settlement Agreement contains the entire agreement between the Parties relating to the
settlement of the Class Action and the transaction contemplated hereby, and all prior or
contemporaneous agreements, understandings, representations, and statements, whether oral or written
and whether by a party or such party's legal counsel, are merged herein. In entering into this
Settlement Agreement, none of the Parties has relied on any representation or promise not expressly
set forth in this Settlement Agreement. No rights hereunder may be waived except in writing.

77. Class Counsel Signatories.

It is agreed that because of the anticipated large number of Participating Class Members, it will
be impossible or impractical to have each Participating Class Member execute this Settlement
Agreement. As such, Class Counsel is signing on behalf of the Participating Class Members. In

1 addition, the California Class Notice will advise Settlement Class Members of the binding nature of
2 the Settlement, and their right to Opt-Out and/or object, and shall have the same force and effect as if
it were executed individually by each Participating Class Member.

3 78. Interim Stay of Proceedings.

4 Pending the completion of the approval process, the Parties agree to a stay of all proceedings in
5 the Class Action except those necessary to implement the Settlement itself.

6 79. Notices.

7 Any notices, requests, requests, demands, or other communications required or necessitated by
8 this Settlement Agreement shall be in writing and, except as provided elsewhere in this Settlement
9 Agreement, shall be delivered as follows:

10 (i) If to Plaintiff or Class Counsel, then to:

<u>If to Class Representatives or Class Counsel, then to:</u>	<u>If to Defendant or Defense Counsel, then to:</u>
Robert J. Wassermann John P. Briscoe Mayall Hurley, P.C. 112 S. Church St. Lodi, CA 95240 rwassermann@mayallaw.com jbriscoe@mayallaw.com	David Nusz Carla Vasques dos Santos-Moore O'Hagan Meyer LLP 4695 Macarthur Court, Suite 900 Newport Beach, CA 92660 dnusz@ohaganmeyer.com cmoore@ohaganmeyer.com

17 80. Resolution of Disputes Arising from Preparation of Settlement Agreement.

18 Should the Parties be unable to resolve disputes regarding the preparation of this Settlement
19 Agreement informally, the Parties agree to seek the guidance of their mediator, Kim Deck.

20 81. Retention of Jurisdiction by the Court.

21 Following approval of the Settlement and the Court's entry of the Order of Final Approval, the
22 Court shall retain jurisdiction for the purpose of addressing any issues which may arise with respect to
23 the administration of the Settlement or the enforcement of the Settlement's terms.

24 82. Choice of Law.

25 This Settlement shall be governed by and construed, enforced and administered in accordance
26 with the laws of the State of California.

27 83. Construction.

28 This Agreement is entered into freely and voluntarily without duress or undue pressure or

1 influence of any kind or nature whatsoever and neither Party has relied on any promises,
2 representations or warranties regarding the subject matter hereof other than as set forth in this
3 Agreement. Each Party has been represented by counsel in the settlement negotiations leading up
4 to, and in connection with the preparation and execution of, this Settlement Agreement. The
5 Parties acknowledge and agree that all Parties had an equal hand in drafting this Agreement so
6 that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties
7 waive the provisions of California Civil Code section 1654 (and any other equivalent state,
8 federal, or local provision), which provides, in part, that "the language of a contract should be
9 interpreted most strongly against the Party who caused the uncertainty to exist."

10
11 84. Execution in Counterparts.

12 This Agreement may be executed in counterparts, each of which shall be deemed an
13 original, and all of which together shall constitute one and the same instrument. Any signature to
14 this Agreement transmitted by facsimile and any copies of any signatures are valid and binding.

15
16 85. Authority.

17 The individuals signing this Agreement represent and warrant that they are authorized to do so.
18 Those individuals likewise represent and warrant that they have the authority to execute this
19 Agreement and to take all appropriate action required and permitted to be taken by this Agreement,
20 except such action that is the prerogative of the Court.

21
22 DATED: _____

23 By _____
24 Natasha Temple, Plaintiff

25 DATED: _____

26 By _____
27 Christopher Casey, Plaintiff

28 DATED: 11-13-24

By SP-7-1
Defendant Steve DeClerck Enterprises, Inc.

APPROVED AS TO FORM AND CONTENT:

MAYALL HURLEY P.C.

DATED: 11/13/2024

By [Signature]
ROBERT J. WASSERMANN
JOHN P. BRISCOE
Attorneys for Plaintiffs and the Putative Class

influence of any kind or nature whatsoever and neither Party has relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Agreement. Each Party has been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654 (and any other equivalent state, federal, or local provision), which provides, in part, that "the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist."

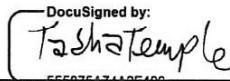
84. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signature to this Agreement transmitted by facsimile and any copies of any signatures are valid and binding.

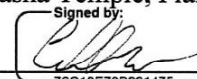
85. Authority.

The individuals signing this Agreement represent and warrant that they are authorized to do so. Those individuals likewise represent and warrant that they have the authority to execute this Agreement and to take all appropriate action required and permitted to be taken by this Agreement, except such action that is the prerogative of the Court.

DATED: 11/13/2024

By 
Natasha Temple, Plaintiff

DATED: 11/12/2024

By 
Christopher Casey, Plaintiff

DATED: _____

By _____
Defendant Steve DeClerck Enterprises, Inc.

APPROVED AS TO FORM AND CONTENT:

MAYALL HURLEY P.C.

DATED: _____

By _____
ROBERT J. WASSERMANN
JOHN P. BRISCOE
Attorneys for Plaintiffs and the Putative Class

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O'HAGAN MEYER, LLP

DATED: 11/13/2024

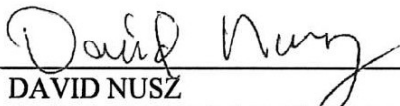
By 
DAVID NUSZ
CARLA VASQUES DOS SANTOS-MOORE
Attorneys for Defendant Steve DeClerck
Enterprises, Inc.

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SISKIYOU

NATASHA TEMPLE, an individual;
CHRISTOPHER CASEY, an individual; and
BRENDEN MOLITOR, an individual; on behalf
of all persons similarly situated and the Labor
and Workforce Development Agency;

Plaintiffs,

v.

STEVE DECLERCK ENTERPRISES, INC., a
corporation; and DOES 1-100, inclusive,

Defendants.

CASE NO. CVCV22-351

CLASS ACTION

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

ATTENTION: ALL CURRENT AND FORMER CALIFORNIA NON-EXEMPT EMPLOYEES OF STEVE DECLERCK ENTERPRISES, INC. WHO WORKED AT LEAST ONE SHIFT DURING THE PERIOD OF MARCH 28, 2018 THROUGH OCTOBER 16, 2024.

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

IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE _____, 2025.

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California for Siskiyou County entered on [DATE], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of Siskiyou on behalf of all current and former California non-exempt employees of Steve DeClerck Enterprises, Inc. who worked at least one shift at any time between March 28, 2018 through October 16, 2024 (the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement. Included within the Settlement Class is the Former Employee Subclass, consisting of all former non-exempt employees who worked directly for Steve DeClerck Enterprises, Inc. from March 18, 2019 through October 16, 2024.

Additionally, and for purposes of a release of claims for civil penalties under the Private Attorneys General Act ("PAGA", Lab. Code § 2698 et seq.), the Parties have stipulated to the PAGA Group, consisting of

persons who were employed in California by Steve DeClerck Enterprises, Inc. as nonexempt employees at any time from January 22, 2021 through October 16, 2024.

“Released Parties” means Steve DeClerck Enterprises, Inc. and its parents, predecessors, successors, subsidiaries, affiliates, partners, owners, assigns, franchisors, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, and other service providers.

You have received this notice because records indicate you are a Class Member. This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On March 28, 2022, Plaintiff Natasha Temple filed a complaint in the Siskiyou County Superior Court. Originally, this complaint included individual claims under the Labor Code and also a representative claim under the Private Attorneys General Act. Temple alleged that, during her employment with Steve DeClerck Enterprises, Inc. (doing business as Round Table Pizza, Taco Bell, KFC, etc.), she was denied paid sick leave, denied rest periods and meal periods, denied accurate itemized wage statements, and that she was not paid all wages due upon termination. Subsequent to discovery and investigation into the alleged violations, it was decided to file a First Amended Complaint—adding Christopher Casey and Brenden Molitor, other employees, as co-plaintiffs—to allege *classwide* violations of the Labor Code, *supra*, and to recover unpaid wages and statutory penalties on behalf of a class of similarly situated persons. The First Amended Complaint was filed on November 6, 2023. The term “Action” means this putative class and PAGA action pending in Siskiyou County Superior Court, Case No. CV2101368. The Class Period is between March 28, 2018 through October 16, 2024.

Plaintiff alleges in the Action that Steve DeClerck Enterprises, Inc. failed to pay sick leave, failed to provide meal and rest periods, failed to provide accurate wage statements, failed to timely pay final wages, engaged in unfair competition, and violated the Private Attorneys General Act (“PAGA”), on behalf of Class Members during the Class Period. Plaintiff’s First Amended Complaint seeks recovery of unpaid wages, penalties, interest, and attorneys’ fees and costs. Steve DeClerck Enterprises, Inc. denies all claims, and denies that Plaintiff and the Class Members are entitled to any recovery.

The Action has been actively litigated. There have been ongoing investigations, and there has been an exchange of extensive documentation and information (and an economist was retained to analyze the documentation). Furthermore, the Parties participated in private mediation before well-respected class action mediator Kim Deck, Esq. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Steve DeClerck Enterprises, Inc. continue to deny all allegations and claims.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release, which has been preliminarily approved by the Court. Plaintiffs Natasha Temple and Christopher Casey have agreed to serve as Class Representatives.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, to exclude yourself (“opt out”) from the Settlement, or to object to the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Steve DeClerck Enterprises, Inc. agrees to pay a Maximum Settlement Amount of \$1,200,000 for all claims asserted on behalf of Class Members, damages, attorneys' fees, costs, the enhancement award, penalties, and claims administration expenses ("Maximum Settlement Amount"). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed one third of the Maximum Settlement Amount, or \$400,000, reasonable costs of suit up to \$22,500, an Enhancement Award to the Class Representatives not to exceed \$10,000 each, the fees and expenses of the Settlement Administrator, not to exceed \$15,500, and \$45,000 payable to the California Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties, which will result in a "Net Settlement Amount" for distribution to all Class Members. As explained further below, the amount of each Class Member's Settlement Award will depend on the number of weeks worked by Class Members during the Class Period. The entire Net Settlement Amount will be paid out to Class Members. The employer taxes on the wage portion of the Settlement Awards will be paid separately by Steve DeClerck Enterprises, Inc.

The Notice of Settlement Award Form enclosed herewith lists, for each Class Member, the number of weeks each Class Member worked during the Class Period and his/her estimated Settlement Award. The value of the actual Settlement Awards may be more or less depending upon the total number of weeks worked by participating Class Members and the Court's final approval order.

B. Settlement Formula, and Settlement Awards

Steve DeClerck Enterprises, Inc. will pay Settlement Awards through the Settlement Administrator, Phoenix Class Action Administration Solutions, to each Class Member who has not submitted a Request for Exclusion from the Settlement ("Participating Class Members"). All Settlement Awards will be subject to appropriate taxation. Settlement Awards to Class Members will be based on the ratio of the number of weeks worked by each individual Class Member during the Class Period in proportion to the total number of weeks worked by all Participating Class Members during the Class Period. The number of workweeks will be determined by reference to Steve DeClerck Enterprises, Inc.'s records. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down; however, if a Class Member worked only one day, such Class Member will be credited with having worked one workweek for purposes of the Settlement.

The amounts distributed to the Class will be allocated as follows: 20 percent will be allocated to alleged unpaid wages and 80 percent will be allocated to statutory penalties and interest. IRS Forms W-2 and 1099-MISC will issue, as appropriate.

Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

D. Release of Claims

On the Effective Date, each Class Member who has not submitted a valid Request for Exclusion fully releases and discharges the Released Parties from all causes of action and claims that were alleged in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the First Amended Class and Representative Complaint which arose during the Class Period, including all of the following claims for relief: (i) failure to provide paid sick leave; (ii) failure to provide meal periods or compensation in lieu thereof;

(iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (vii) all claims under PAGA that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in Plaintiff's Complaint; (viii) any claim for costs and attorneys' fees and expenses, and any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders. Participating Class Members who are currently employed by Defendant and who participate in the Settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based upon the claims set forth above in Paragraph 67(i).

E. Resolution of Workweek Disputes

If a Class Member disputes the accuracy of Steve DeClerck Enterprises, Inc.'s records as to the number of workweeks worked, any documentation supporting such dispute must be submitted to the Settlement Administrator with the Notice of Settlement Award Form on or before [Response Deadline]. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representatives

Subject to approval by the Court, Class Representatives will receive an Enhancement Award up to \$10,000 each. This payment will be made for their respective service as Class Representatives, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Steve DeClerck Enterprises, Inc.'s attorneys' fees and costs for an unsuccessful outcome in the Action.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Steve DeClerck Enterprises, Inc. agree to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of one-third of the Maximum Settlement Amount, or \$400,000 and reasonable attorneys' costs of up to \$22,500. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

H. Reasonableness of Settlement

All attorneys for the Parties to the Action believe the amounts for attorneys' fees and costs requested are fair and reasonable. The Class Representatives and Class Counsel support this Settlement. Among the reasons for support are the complete defenses to liability potentially available to Steve DeClerck Enterprises, Inc., the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (i.e., "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and

the dates you were employed by Steve DeClerck Enterprises, Inc. as a non-exempt employee in California. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

Steve DeClerck Enterprises, Inc. Settlement Administrator

"I elect to opt-out of the *Temple, et al. v. Steve DeClerck Enterprises, Inc.* class action settlement. I understand that by doing so, I will not be able to participate in the settlement, and will not receive a share of

the settlement."

Telephone: 1 (800) 000-0000

The Request for Exclusion must be postmarked no later than _____, 2025. If you submit a Request for Exclusion which is not postmarked by _____, 2025, your Request for Exclusion will be rejected and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. If an individual submits both an executed Claim Form and a Request for Exclusion, the Request for Exclusion will be deemed invalid, and the individual will be included in the Settlement Class and will be bound by the terms of the Settlement.

B. Objecting to Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you must file a written objection and a notice of intention to appear at the Final Approval hearing currently set for [DATE] at [TIME]. (Pacific Time) in Department 2. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Clerk of the Court, Siskiyou County Superior Court, 411 Fourth St., Yreka, CA 96097, and send copies to the Settlement Administrator, and Counsel as follows:

CLASS COUNSEL

Robert J. Wassermann
John P. Briscoe
Mayall Hurley P.C.
112 S. Church St.
Lodi, CA 95240

COUNSEL FOR STEVE DECLERCK ENTERPRISES, INC.

Carla Vasques dos Santos-Moore
David Nusz
O'Hagan Meyer
One Embarcadero Center
San Francisco, CA 94111

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates of you were employed as a non-exempt employee in California by Steve DeClerck Enterprises, Inc. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Settlement Administrator and each of the above-listed attorneys no later than 45 calendar days after the Settlement Administrator mails the Notice and the Notice of Settlement Award Form to the Class Members, or

_____, 2025. **DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Siskiyou County Superior Court, and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than 45 days after the Settlement Administrator mails the Notice and the Notice of Settlement Award Form to Class Members. You will then continue as a Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at [TIME] (Pacific Time) on [DATE], in Department 2, or such other later date as the Court may authorize.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member who does not opt out of the Settlement, will release Steve DeClerck Enterprises, Inc. and the Released Parties from the Released Claims as described above. In other words, if you were employed as a Class Member by Steve DeClerck Enterprises, Inc. in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. In addition, you will be barred from ever suing Steve DeClerck Enterprises, Inc. and the Released Parties with respect to the Released Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a remote hearing via Zoom in Department 2 of the Superior Court of the State of California for the County of Siskiyou, 411 Fourth St., Yreka CA 96097, on DATE at TIME (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Zoom link to appear at the hearing is The Department 2 Zoom ID is: To appear at the hearing telephonically, call NUMBER and enter the Zoom ID. The Court also will be asked at the Final Approval Hearing to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representatives. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than DATE, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than one-third of the Maximum Settlement Amount for attorneys' fees not to exceed \$400,000 and reasonable costs not to exceed \$22,500.

The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Class Action and PAGA Settlement and Release" between Plaintiff and Steve DeClerck Enterprises, Inc. which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation of Settlement, may be examined by visiting the Court Clerk at any time between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court Holidays, in the Clerk's Office located at 411 Fourth St., Yreka CA 96097.

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

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**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

BY ORDER OF THE SUPERIOR COURT