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and on behalf of others similarly situated

[Additional Counsel listed on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

RENE HERNANDEZ, individually, and on  
behalf of others similarly situated,

Plaintiff,

vs.

CUROGRAM INC., a Delaware corporation; and  
DOES 1 through 50, inclusive,

Defendants.

YASMIN BAYOMI, on behalf of herself and all  
“aggrieved employees,” pursuant to Labor Code §  
2698, et seq.,

Plaintiff,

vs.

CUROGRAM INC., a Delaware corporation; and  
DOES 1 through 50, inclusive,

Defendants

Case No. 22STCV34762  
Related Case No. (*Bayomi*): 22SMCV02798

**CLASS ACTION**

**JOINT STIPULATION AND SETTLEMENT  
AGREEMENT OF CLASS ACTION AND  
PRIVATE ATTORNEYS GENERAL ACT  
CLAIMS**

[Assigned for All Purposes to Honorable Maren  
Nelson, Department 17]

*Hernandez* Action Filed: October 31, 2022  
*Bayomi* Action Filed: December 20, 2022  
Trial Date: None set

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1 This Joint Stipulation and Settlement Agreement of Class Action and Private Attorneys General  
2 Act (“PAGA”) Claims (“Stipulation of Settlement” or “Settlement”) is made and entered into by and  
3 between Plaintiffs Rene Hernandez and Yasmin Bayomi (hereinafter collectively referred to as “Class  
4 and PAGA Representatives” or “Plaintiffs”), individually and on behalf of the class and aggrieved  
5 employees, on the one hand, and Defendant Curogram, Inc. (“Defendant”), on the other hand (Plaintiffs  
6 and Defendant hereinafter are collectively referred to as the “Parties”).

7 THE PARTIES STIPULATE AND AGREE as follows:

8 **DEFINITIONS**

9 **A. Action.** The term “Action” as used herein refers, collectively, to the above-captioned  
10 related actions, including *Hernandez v. Curogram, Inc.*, Los Angeles Superior Court Case No.  
11 22STCV34762 (the “*Hernandez Action*”) and *Bayomi v. Curogram, Inc.*, Los Angeles Case No.  
12 22SMCV02798 (the “*Bayomi Action*”).

13 **B. Administrator.** “Administrator” or “Settlement Administrator” means ILM Group, Inc.  
14 the neutral entity the Parties have agreed to appoint to administer the Settlement.

15 **C. Administrative Costs.** The term “Administrative Costs” as used herein means the  
16 amount not to exceed \$10,000 which the Administrator shall be paid from the Gross Settlement Amount  
17 to reimburse its reasonable fees and expenses for administering the settlement in connection with this  
18 Settlement Agreement.

19 **D. Aggrieved Employees.** The term “Aggrieved Employees” as used herein means: All  
20 current and former drivers who worked for Curogram, Inc. in California at any time during the period  
21 from August 27, 2021 through May 25, 2023 (i.e., the PAGA Period).

22 **E. Aggrieved Employees Settlement Fund.** The term “Aggrieved Employees Settlement  
23 Fund” as used herein means: The sum to be paid by Defendant to all PAGA Aggrieved Employees from  
24 the Gross Settlement Amount, which shall represent twenty-five percent (25%) of the total amount  
25 allocated towards the resolution of PAGA Penalties.

26 **F. Class Counsel.** The term “Class Counsel” as used herein means: Matern Law Group, PC,  
27 including Julia Z. Wells and Matthew J. Matern; and Gaines & Gaines APLC, including Daniel F. Gaines  
28 and Alex P. Katofsky.

1           **G. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.** The  
2 terms “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the  
3 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses,  
4 respectively, incurred to prosecute the Action.

5           **H. Class Data** means Class Member identifying information in Defendant’s possession,  
6 including each Class Member’s name, last-known mailing address, Social Security number, number of  
7 Class Period Workweeks and number of PAGA Pay Periods.

8           **I. Class Member.** The term “Class Member” as used herein means: All current and former  
9 drivers who worked for Curogram, Inc. in California at any time during the Class Period. The term  
10 “Class Member” includes all members of the Class, as either a Participating Class Member or Non-  
11 Participating Class Member (including a Non- Participating Class Member who qualifies as an  
12 Aggrieved Employee).

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

17           **K. Class Notice.** The term “Class Notice” means: The Notice of Class Action and PAGA  
18 Settlement to be mailed to Class Members in English , in the form attached as Exhibit A, and incorporated  
19 by reference into this Agreement, subject to approval by the Court.

20           **L. Class Period.** The term “Class Period” as used herein means: The period from October  
21 31, 2018 through July 14, 2023.

22           **M. Class Representatives.** The term “Class Representatives” as used herein refers,  
23 collectively, to Plaintiffs Rene Hernandez and Yasmin Bayomi, the named Plaintiffs in the operative  
24 complaints in the Action seeking Court approval to serve as a Class Representatives.

25           **N. Court.** The term “Court” as used herein means: The Superior Court of the State of  
26 California for the County of Los Angeles.

27           **O. Date of Final Approval.** The terms “Date of Final Approval” or “Date of Final  
28 Judgment” as used herein means: The date when the Court enters the Order and Judgment Granting

1 Final Approval of the Settlement Agreement.

2 **P. Defendant.** The term “Defendant” as used herein means: Curogram, Inc.

3 **Q. Defense Counsel.** The term “Defense Counsel” as used herein means and refers to:  
4 Eugene Ryu, Penny Chen Fox, and Carter L. Norfleet of K&L Gates LLP for Defendants.

5 **R. Effective Date.** The term “Effective Date” as used herein means the date on which both  
6 of the following events have occurred: (i) the Court enters a Judgment on its Order Granting Final  
7 Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the  
8 following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court  
9 enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after  
10 the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is  
11 filed, the day after the appellate court affirms the Judgment and issues a remittitur.

12 **S. Final Approval.** The term “Final Approval” as used herein means: The Court’s order  
13 granting final approval of the Settlement.

14 **T. Gross Settlement Amount.** The term “Gross Settlement Amount” as used herein means  
15 the amount of One Hundred and Thirty Seven Thousand Five-Hundred Dollars and Zero Cents  
16 (\$137,500.00), which is the total sum to be paid by Defendant pursuant to this Settlement, except as  
17 provided in paragraph VI.A, below. The Gross Settlement Amount shall not include Defendant’s share  
18 of taxes on the wages portion of the Individual Settlement Payments, which will be paid by Defendant  
19 separately and in addition to the Gross Settlement Amount.

20 **U. Individual Class Payment.** The term “Individual Class Payment” as used herein means  
21 a Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to his  
22 or her respective number of Workweeks worked during the Class Period.

23 **V. Individual PAGA Payment** means an Aggrieved Employee’s pro rata share of 25% of  
24 the PAGA Penalties, calculated according to the number of Pay Periods worked by him or her during the  
25 PAGA Period.

26 **W. Judgment.** The term “Judgment” means the Judgment to be entered by the Court upon  
27 Granting Final Approval of the Settlement.

28 **X. LWDA** means the California Labor and Workforce Development Agency as identified in

1 Labor Code section 2699, subd. (i).

2 **Y. LWDA PAGA Payment** means the 75% portion of the total amount allocated towards  
3 PAGA Penalties, which shall be paid to the LWDA pursuant to Labor Code section 2699, subd. (i).

4 **Z. Named Plaintiffs.** The term “Named Plaintiff” or “Plaintiffs” as used herein means Rene  
5 Hernandez and Yasmin Bayomi.

6 **AA. Net Settlement Amount.** The term “Net Settlement Amount” or “NSA” as used herein  
7 means: The Gross Settlement Amount minus any Court-approved payments for the following amounts:  
8 Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class  
9 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses  
10 Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

11 **BB. PAGA.** The term “PAGA” as used herein means: The Private Attorneys General Act of  
12 2004, California Labor Code § 2698 et al.

13 **CC. PAGA Pay Period.** The term “PAGA Pay Period” means any pay period during the  
14 PAGA Period in which an Aggrieved Employee worked for Defendants for at least one day.

15 **DD. PAGA Penalties.** The term “PAGA Penalties” means the amount of Twenty Thousand  
16 Dollars (\$20,000), which shall be paid from the Gross Settlement Amount for the resolution of the PAGA  
17 claim. The PAGA Penalties shall be allocated as follows: 25% (\$5,000) shall be distributed amongst the  
18 Aggrieved Employees as their Individual PAGA Payments, and 75% (\$15,000) shall be paid to the  
19 LWDA.

20 **EE. PAGA Period.** The term “PAGA Period” as used herein means: The period from August  
21 27, 2021, through July 14, 2023.

22 **FF. Participating Class Member.** The term “Participating Class Member” means a Class  
23 Member who does not submit a valid and timely Request for Exclusion from the Settlement.

24 **GG. Preliminary Approval.** The term “Preliminary Approval” means the Court’s Order  
25 Granting Preliminary Approval of the Settlement.

26 **HH. Released Class Claims.** The term “Released Class Claims” means the claims being  
27 released as described in Section V.A, below.

28 **II. Released PAGA Claims.** The term “Released PAGA Claims” means the claims being

1 released as described in Section V.B, below

2 **JJ. Released Parties.** The term “Released Parties” or a “Released Party” as used herein  
3 means: Defendant and each of its former and present parents, subsidiaries, affiliates, predecessors,  
4 successors in interest, officers, directors, agents and employees.

5 **KK. Request for Exclusion.** The term “Request for Exclusion” means a Class Member’s  
6 written request to be excluded from the Class Settlement, signed by the Class Member.

7 **LL. Response Deadline.** The term "Response Deadline" means the date that is 45 calendar  
8 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class  
9 Members may mail Requests for Exclusion from the Settlement, objections to the Settlement, or disputes  
10 regarding their estimated number or Workweeks/Pay Periods to the Administrator. Class Members to  
11 whom Notices are resent after having been returned undeliverable to the Administrator shall have an  
12 additional 10 calendar days beyond the Response Deadline has expired to submit such responses.

13 **MM. Settlement.** The term “Settlement” means the disposition of the Action effected by this  
14 Agreement and the Judgment.

15 **NN. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” as used  
16 herein means: The settlement of the Action as set forth in this document.

17 **OO. Settlement Class and Settlement Class Member.** The terms “Settlement Class” and  
18 “Settlement Class Member” as used herein means: All Class Members, as defined herein, who do not  
19 submit a timely and valid Request for Exclusion and will be bound by the terms of the Settlement  
20 Agreement, including the Released Claims, and any final judgment entered in the Action.

21 **PP. Workweek.** The term “Workweeks” as used herein means: Any week during the Class  
22 Period during which a Class Member worked for Defendant for at least one day.

## 23 **II. RECITALS**

24 **A.** Plaintiff Rene Hernandez served the LWDA and Defendant with a timely PAGA notice  
25 letter on January 12, 2022 (the “Hernandez PAGA Letter”), pursuant to Labor Code section 2699.3, subd.  
26 (a). On October 31, 2022, Plaintiff Rene Hernandez filed his class action and PAGA Complaint against  
27 Defendant Curogram, Inc. which asserted causes of action for: (1) failure to provide required meal  
28 periods, (2) failure to provide required rest periods, (3) failure to pay overtime wages, (4) failure to pay

1 minimum wages, (5) failure to pay all wages due to discharged and quitting employees, (6) failure to  
2 maintain required records, (7) failure to furnish accurate itemized wage statements, (8) failure to  
3 indemnify employees for necessary expenditures incurred in discharge of duties, (9) unfair and unlawful  
4 business practices, and (10) penalties under the California Labor Code Private Attorneys General Act of  
5 2004 (“PAGA”) (“Complaint”). The Complaint is the operative complaint in the *Hernandez* Action.  
6 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws  
7 identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.  
8 Plaintiff Yasmine Bayomi served the LWDA and Defendant with a timely PAGA notice letter on  
9 September 26, 2022 (the “Bayomi PAGA Letter”), pursuant to Labor Code section 2699.3, subd. (a).  
10 Plaintiff Yasmine Bayomi filed her PAGA Complaint in the *Bayomi* Action on December 20, 2022,  
11 asserting a sole claim under the PAGA against Defendant. On February 3, 2023, the Court entered an  
12 order deeming the *Bayomi* Action and the *Hernandez* Action related.

13       **B.** In the Action, the Named Plaintiffs allege, *inter alia*, on behalf of themselves and all  
14 others similarly situated, that Defendants violated Labor Code sections 201, 202, 203, 204, 210, 226.3,  
15 558, 226(a), 226.7, 510, 512(a), 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, and 2802; California Code  
16 of Regulations, Title 8, section 11010 *et seq.* and any applicable Industrial Welfare Commission (“IWC”)  
17 Wage Orders or provisions therein; the California *Business and Professions Code* Section 17200 *et seq.*;  
18 and PAGA, as a result of Defendant’s California wage and hour policies and practices. Specifically,  
19 Named Plaintiffs alleged that Defendant misclassified them and other drivers as independent contractors,  
20 and thus failed to pay lawful wages (including minimum wage and overtime); failed to provide legally  
21 compliant meal and rest breaks, or proper compensation in lieu, each day based on the hours worked by  
22 each employee (*i.e.*, the proper number of full-length, uninterrupted periods required by California Labor  
23 Code Sections 226.7 and 512; Title 8 California Code of Regulations (CCR) Section 11010 *et seq.*; and  
24 any applicable Industrial Welfare Commission Wage Orders); failing to provide accurate wage  
25 statements; failing to reimburse reasonable business expenses, and failing to timely pay wages during  
26 employment and/or upon termination or resignation (including minimum wage and overtime).

27       **C.** Class Counsel conducted discovery for mediation that yielded information and  
28 documentation concerning the claims set forth in the Action, such as Defendant’s provision of payment

1 of wages to drivers. The informal discovery exchanged in advance of mediation included a sampling of  
2 drivers' time and payroll records, relevant policy documents, and damages information regarding the  
3 number of putative class members and the mix of current versus former drivers, the number of PAGA  
4 Aggrieved Employees, the number of workweeks in the Class Period and the number of pay periods and  
5 employees in the PAGA Period. In addition, Class Counsel was also provided with extensive  
6 documentation regarding Defendant's financial history and condition. Plaintiffs' investigation was  
7 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48  
8 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130  
9 ("*Dunk/Kullar*").

10 **D.** Named Plaintiffs and Class Counsel have engaged in good faith, arms-length negotiations  
11 with Defendant concerning possible resolution of the claims asserted in the Action. On May 25, 2023,  
12 the Parties participated in a mediation before Michelle Reinglass. Although the Parties did not agree to  
13 a settlement at the time of the mediation, the Parties subsequently accepted a mediator's proposal after  
14 the mediation, subject to the Parties entering into a more detailed long-form settlement agreement.

15 **E.** The Parties will stipulate to Plaintiff filing a Consolidated Complaint and once filed and  
16 served on Defendants, Defendants will file an Answer to the consolidated complaint within ten (10)  
17 days.

18 **F.** The Parties have entered into this formal Settlement Agreement for submission to the  
19 Court for preliminary and final approval.

20 **G.** Class Counsel have conducted an investigation of the law and facts relating to the claims  
21 asserted in the Action and have concluded, taking into account the sharply contested issues involved,  
22 and Defendant's current financial posture, the defenses asserted by Defendants (and on behalf of the  
23 Released Parties), the expense and time necessary to pursue the Action through trial and any appeals,  
24 the risks and costs of further prosecution of the Action, the risk of an adverse outcome, the uncertainties  
25 of complex litigation, and the substantial benefits to be received by the Named Plaintiff, the Settlement  
26 Class, Aggrieved Employees, and the State pursuant to this Agreement, that a settlement with Defendant  
27 and Released Parties on the terms and conditions set forth herein is fair, reasonable, adequate, and in the  
28 best interests of the Settlement Class, Aggrieved Employees, and the State. Named Plaintiff, on his own

1 behalf and on behalf of the Settlement Class, Aggrieved Employees, and the State, have agreed to settle  
2 the Action with Defendant and the Released Parties on the terms set forth herein.

3 **H.** Defendant has concluded that, because of the substantial expense of defending against  
4 the Action, the length of time necessary to resolve the issues presented herein, the inconvenience  
5 involved, and the concomitant disruption to its business operations, it is in Defendant's best interest to  
6 accept the terms of this Agreement. Defendant and the Released Parties deny each of the allegations and  
7 claims asserted against them in the Action. However, Defendant and the Released Parties nevertheless  
8 desire to settle the Action for the purpose of avoiding the burden, expense, and uncertainty of continuing  
9 litigation and to put to rest and to resolve fully and finally the controversies engendered by the Action.

10 **I.** This Agreement is intended to and does effectuate the full, final, and complete resolution  
11 of all allegations and claims that were asserted, or could have been asserted, in the Action by Named  
12 Plaintiff and members of the Settlement Class against Defendant and the Released Parties as outlined in  
13 Section V.

14 **J.** The Court has not granted class certification, nor is there currently any scheduled deadline  
15 for Plaintiffs' filing of a motion for class certification.

16 **K.** The Parties, Class Counsel and Defense Counsel represent that they are not aware of any  
17 other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 18 **III. JURISDICTION**

19 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The Action  
20 includes claims that, while Defendant denies them in their entirety, would, if proven, authorize the Court  
21 to grant relief pursuant to the applicable statutes. The Parties agree that, after entry of Judgment, the  
22 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)  
23 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)  
24 addressing such post-Judgment matters as are permitted by law.

### 25 **IV. STATEMENT OF NO ADMISSION**

26 **A.** Defendant and the Released Parties deny liability to Named Plaintiffs, the Settlement  
27 Class, Aggrieved Employees, and the State on any and all claims, theories, and/or causes of action  
28 asserted or that could have been asserted in the Action. This Agreement does not constitute, and is not

1 intended to constitute, an admission by Defendant or the Released Parties as to the merits, validity, or  
2 accuracy of any of the allegations or claims made against them in the Action.

3       **B.**       Nothing in this Agreement, nor any action taken in implementation thereof, nor any  
4 statements, discussions or communications, nor any materials prepared, exchanged, issued or used during  
5 the course of the negotiations leading to this Agreement is intended by the Parties to constitute, nor will  
6 any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any  
7 other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any  
8 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any  
9 obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this  
10 Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative  
11 or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,  
12 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for  
13 any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before  
14 any court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or  
15 any orders or judgments of the Court entered in connection with the Settlement Agreement. The Parties  
16 may also submit the motion for preliminary approval and the Settlement Agreement to the LWDA for the  
17 purposes of obtaining court approval of the Settlement.

18       **C.**       Defendant shall have the right to file the Settlement Agreement, the Final Approval and  
19 Judgment, and any other documents or evidence relating to the Settlement in any action that may be  
20 brought against them in order to support a defense or counterclaim based on principles of res judicata,  
21 collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any other theory of claim  
22 preclusion, issue preclusion, or similar defense or counterclaim.

23       **D.**       The Parties agree that class certification pursuant to California Code of Civil Procedure  
24 Section 382 under the terms of this Agreement is for settlement purposes only. Nothing in this Agreement  
25 will be construed as an admission or acknowledgement of any kind that any class should be certified or  
26 given collective treatment in the Action or in any other action or proceeding. Further, neither this  
27 Agreement nor the Court's actions with regards to this Agreement will be admissible in any court or other  
28 tribunal regarding the propriety of class certification or collective treatment. In the event that this

1 Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be  
2 enforceable, Named Plaintiff will not be deemed to have waived, limited or affected in any way any  
3 claims, rights or remedies in the Action, and Defendant will not be deemed to have waived, limited, or  
4 affected in any way any of its objections or defenses in the Action.

5 **V. WAIVER AND RELEASE OF CLASS, PAGA, AND INDIVIDUAL CLAIMS**

6 **A. Release as to All Settlement Class Members.**

7 Upon the date that Defendant has fully funded the Gross Settlement Amount, Named Plaintiffs  
8 and the Participating Class Members will fully waive, release, discharge, and promise never to assert in  
9 any forum any and all wage-related claims arising during the Class Period, including claims for interest  
10 and penalties, against Defendant and the Released Parties, that were alleged in the Action and/or the  
11 Hernandez and/or Bayomi PAGA Letters or that could have been alleged in the Action and/or Hernandez  
12 and/or Bayomi PAGA letters based on or arising from the facts, allegations, and/or claims pleaded in the  
13 Action and/or Hernandez and/or Bayomi PAGA Letters, including: (1) failure to provide required meal  
14 periods, (2) failure to provide required rest periods, (3) failure to pay overtime wages, (4) failure to pay  
15 minimum wages, (5) failure to pay all wages due to discharged and quitting employees, (6) failure to  
16 maintain required records, (7) failure to furnish accurate itemized wage statements, (8) failure to  
17 indemnify employees for necessary expenditures incurred in discharge of duties, and (9) unfair and  
18 unlawful business practices and (10) any and all other applicable provisions of state law, including the  
19 applicable IWC wage orders, based on or arising from the facts alleged in the Action (“Released  
20 Claims”) or that could have been alleged based upon the facts, allegations and/or claims pleaded in the  
21 Action and or Hernandez and/or Bayomi PAGA Letters.

22 **B. Settlement and Release of PAGA Claims.**

23 Upon the date that Defendant has fully funded the Gross Settlement Amount, Named Plaintiffs,  
24 the LWDA, and the Aggrieved Employees will release, discharge, and be forever barred from pursuing  
25 against Defendant and the Released Parties any and all claims for civil penalties under PAGA (the  
26 California Labor Code Private Attorney General Act (Cal. Labor Code §2698 *et seq.*)) arising during the  
27 PAGA Period for any and all claims that were alleged in the Action or that could have been alleged in  
28 the Action based on or arising from the facts, allegations, and/or claims pleaded or asserted in the Action

1 or the Hernandez and/or Bayomi PAGA Letters, including: (1) failure to provide required meal periods,  
2 (2) failure to provide required rest periods, (3) failure to pay overtime wages, (4) failure to pay minimum  
3 wages, (5) failure to pay all wages due to discharged and quitting employees, (6) failure to maintain  
4 required records, (7) failure to furnish accurate itemized wage statements, (8) failure to indemnify  
5 employees for necessary expenditures incurred in discharge of duties, and (9) unfair and unlawful  
6 business practices.

7 **C. General Release by Named Plaintiffs Only.**

8 In addition to the release made in Section V(A) and V(B), Named Plaintiffs make the additional  
9 following general release of Defendant and the Released Parties of all claims, known or unknown, during  
10 the Class Period or PAGA Period. Named Plaintiffs release Defendant and Released Parties, from all  
11 claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever,  
12 known or unknown, asserted or that might have been asserted prior to the Effective Date, whether in tort,  
13 contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in  
14 connection with any act or omission by or on the part of Defendant or Released Parties.

15 With respect to the General Release, Named Plaintiffs stipulate and agree that, upon the Date of  
16 Final Approval, Named Plaintiffs will be deemed to have expressly waived and relinquished, to the  
17 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil  
18 Code, or any other similar provision under federal or state law, which provides:

19 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
20 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**  
21 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
22 **RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE**  
23 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
24 **DEBTOR OR RELEASED PARTY.**

25 Accordingly, if the facts relating in any manner to this Settlement Agreement are found hereafter  
26 to be other than or different from the facts now believed to be true by Named Plaintiffs, the release of  
27 claims contained herein will be effective as to bar and waive all unknown claims.  
28

1 **VI. SETTLEMENT AMOUNT, COMPUTATION, AND DISTRIBUTION OF PAYMENTS**

2 **A. Gross Settlement Amount.**

3 Defendant agrees to pay in full settlement of the Action and resolution of the claims of the  
4 Settlement Class and Aggrieved Employees as set forth in this Agreement the total gross amount of One  
5 Hundred Thirty Seven Thousand Five Hundred Dollars (\$137,500.00) (the “Gross Settlement Amount”).  
6 The Gross Settlement Amount is inclusive of any and all Individual Class Payments, Individual PAGA  
7 Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class  
8 Representative Service Payment and the Administrator’s Expenses. The Gross Settlement Amount shall  
9 not include Defendant’s share of taxes on the wages portion of the Individual Settlement Payments,  
10 which will be paid by Defendant separately and in addition to the Gross Settlement Amount. Defendant  
11 will provide the Settlement Amount to the Settlement Administrator by wire or check within thirty (30)  
12 calendar days following the date that the Court enters an Order granting Final Approval of the Settlement  
13 (“Funding Date”).

14 Defendant represented that there were 2,106 workweeks from the beginning of the Class Period  
15 through the May 25, 2023 mediation. Should the workweeks during this time period exceed 2,211 (i.e.  
16 a 5% grace), Defendant shall increase the Gross Settlement Amount by the percentage amount above  
17 five percent (5%) (e.g., if the number of workweeks increases by 6% to 2,233 workweeks, the Global  
18 Settlement Amount will increase by one percent (1%)). However, Defendant shall have the right to cap  
19 the Class Period at 2,211 workweeks instead of increasing the Global Settlement Amount, in which case  
20 the Class Period will end at the date that the workweeks reach the amount of 2,211 workweeks.

21 Defendant shall, in its sole and absolute discretion, have the ability to void this Agreement if  
22 more than five percent (5%) of individuals who would otherwise be members of the Settlement Class  
23 choose to opt out of the Settlement Class.

24 **B. Class Settlement Distribution Formula.**

25 Participating Class Members will receive a lump sum payment as good and valuable  
26 consideration for the waiver and release of claims set forth in Section V.A, above, in an amount  
27 determined by the Settlement Administrator in accordance with the provisions of this Agreement.  
28

1 First, the NSA will be computed by subtracting from the Gross Settlement Amount the court-  
2 approved amounts for the PAGA Penalties, Class Representative Service Payments, Class Counsel Fees  
3 Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

4 After deducting these amounts, the remainder of the Gross Settlement Amount (i.e., the NSA)  
5 shall be divided among the Participating Class Members on a pro-rata basis, based on the following: (i)  
6 each Participating Class Member's respective number of Workweeks worked during the Class Period;  
7 (ii) divided by the combined sum of all Participating Class Members' workweek count; and (iii)  
8 multiplied by the value of the NSA. Each Participating Class Member's respective calculation of total  
9 Workweeks worked and estimated share of the NSA shall be identified in the Class Notice.

10 **C. Private Attorneys General Act Settlement Payments.**

11 The amount of \$20,000 shall be allocated from the Gross Settlement Amount for the release of  
12 claims for civil penalties under PAGA (i.e., the "PAGA Penalties."). Of this amount, the Settlement  
13 Administrator shall pay 75% (\$15,000) to the LWDA, and the remaining 25% (\$5,000) will be  
14 distributed amongst the PAGA Aggrieved Employees on a pro rata basis, based upon their respective  
15 number of PAGA Pay Periods worked for Defendant during the PAGA Period. The Aggrieved  
16 Employees Settlement Fund will be paid out to the Aggrieved Employees in accordance with the  
17 following formula:  $\text{PAGA Settlement Payment} = \frac{\text{Aggrieved Employees Settlement Fund}}{\text{Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period}} \times \text{Pay Periods Worked by Individual Aggrieved Employee During the PAGA Period}$ .

20 **D. Time for Distribution.**

21 1. The Settlement Administrator will cause the Individual Settlement Payments, any Court  
22 approved attorney's fees, litigation costs, enhancement to Named Plaintiff, and LWDA portion of the  
23 PAGA Settlement to be mailed within fifteen (15) calendar days following the Funding Date.

24 2. Not later than 14 calendar days after the Court grants Preliminary Approval of the  
25 Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel  
26 spreadsheet. The Administrator must maintain the Class Data in confidence, use the Class Data only for  
27 purposes of this Settlement and for no other purpose, and restrict access to the Class Data to  
28 Administrator employees who need access to the Class Data to effect and perform under this Agreement.

1 Defendant agrees to immediately notify the Administrator if it discovers that the Class Data omitted  
2 class member identifying information and to provide corrected or updated Class Data as soon as  
3 reasonably feasible.

4 3. The Administrator will issue checks for the Individual Class Payments and/or Individual  
5 PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The  
6 face of each check shall prominently state the date when the check will be voided (i.e., 180 days after  
7 the date of mailing). The Administrator will cancel all checks that remain uncashed by the void date.  
8 The Administrator will send checks for Individual Settlement Payments to all Participating Class  
9 Members (including those for whom Class Notice was returned undelivered). The Administrator will  
10 send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating  
11 Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was  
12 returned undelivered). The Administrator may send Participating Class Members a single check  
13 combining the Individual Class Payment and any Individual PAGA Payment to which he or she may be  
14 entitled. Before mailing any checks, the Settlement Administrator must update the recipients' mailing  
15 addresses using the National Change of Address Database.

16 4. The Administrator must conduct a Class Member Address Search for all other Class  
17 Members whose checks are returned undelivered without USPS forwarding address. Within 7 calendar  
18 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding  
19 address provided or to an address ascertained through the Class Member Address Search. The  
20 Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks  
21 are returned as undelivered. The Administrator shall promptly send a replacement check to any Class  
22 Member whose original check was lost or misplaced, requested by the Class Member prior to the void  
23 date.

24 5. For any Class Member whose Individual Class Payment check or Individual PAGA  
25 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds  
26 represented by such checks to the California Controller's Unclaimed Property Fund in the name of the  
27 Class Member to whom the check was issued, thereby leaving no "unpaid residue" subject to the  
28 requirements of California Code of Civil Procedure Section 384, subd. (b).

1           6.           The payment of Individual Class Payments and Individual PAGA Payments shall not  
2 obligate Defendant to confer any additional benefits or make any additional payments to Class Members  
3 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

#### 4       **VII.   PUBLICITY**

5           Named Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the  
6 Motion for Preliminary Approval of Settlement is filed, they will not disclose, disseminate and/or  
7 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the  
8 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,  
9 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of  
10 whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the  
11 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or  
12 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.  
13 Thereafter, Class Counsel and Named Plaintiff agree not to publicize the terms of this Settlement with  
14 the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter  
15 of settlements or on any website. Named Plaintiff will state that "the case was resolved and it was  
16 resolved confidentially" in response to any inquiries. Despite this provision, Class Counsel can discuss  
17 the Settlement Agreement with the Court, and LWDA for purposes of obtaining preliminary and final  
18 approval.

#### 19       **VIII.   STIPULATION OF CLASS CERTIFICATION**

20           The Parties stipulate to the certification of this Settlement Class for purposes of the Settlement  
21 Agreement only. This stipulation is contingent upon the preliminary and final approval and certification  
22 of the Settlement Class only for purposes of the Settlement Agreement. Should the Settlement  
23 Agreement not become final, for whatever reason, the fact that the Parties were willing to stipulate  
24 provisionally to class certification as part of the Settlement Agreement will have no bearing on, and will  
25 not be admissible in connection with, the issue of whether a class should be certified in a non-settlement  
26 context in the Action. Defendants expressly reserve the right to oppose class certification and/or  
27 proactively move to deny certification if the court denies preliminary or final approval, this Settlement  
28 Agreement is modified or reversed on appeal, or the Settlement Agreement otherwise does not become

1 final.

2 **IX. SETTLEMENT ADMINISTRATOR**

3 Named Plaintiffs and Defendants, through their respective counsel, have selected ILYM Group,  
4 Inc. as the Settlement Administrator to administer the Settlement Agreement, which includes but is not  
5 limited to distributing and responding to inquiries about the settlement notice, determining the validity  
6 of any disputes and opt-outs, and calculating all amounts to be paid from the NSA. Charges and expenses  
7 of the Settlement Administrator, estimated to be no more than \$10,000, will be paid from the Settlement  
8 Amount, except for a showing of good cause and as approved by the Court. To the extent the  
9 Administration Expenses are less or the Court approves payment less than \$10,000, the Administrator  
10 will retain the remainder in the Net Settlement Amount.

11 **X. COURT APPROVAL**

12 This Agreement is contingent upon final approval by the Court and the entry of judgment. Named  
13 Plaintiff and Defendant agree to take all steps reasonably necessary to secure both preliminary and final  
14 approval of the Settlement Agreement to the extent not inconsistent with the terms of this Agreement,  
15 and will not take any action adverse to each other in obtaining court approval, and, if necessary, appellate  
16 approval of the Settlement Agreement in all respects. Named Plaintiff and Defendant expressly agree  
17 that they will not file any objection to the terms of the Settlement Agreement or assist or encourage any  
18 person or entity to file any such objection.

19 **XI. PROCEDURES FOR APPROVAL**

20 The Parties agree to the following procedures for obtaining preliminary approval of this  
21 Agreement, notifying the Settlement Class, submitting objections, obtaining final approval and  
22 judgement of this Agreement, and making and administering the settlement payments:

23 **A. Preliminary Approval Hearing.**

24 Named Plaintiffs will file a motion for preliminary approval and schedule a hearing before the  
25 Court to seek an order providing the stipulated class action certification(s) necessary to effectuate this  
26 Agreement; appointing Named Plaintiffs as Class Representatives; appointing Plaintiffs' Counsel as  
27 counsel for the Settlement Class; preliminarily approving this Agreement; authorizing the Settlement  
28 Administrator to send appropriate notices of the settlement to the Class Members; and setting a date for

1 a final settlement approval hearing. Class Counsel will draft the motion for preliminary approval.  
2 Defendant will have a reasonable opportunity to review and reach agreement upon the contents of such  
3 motion, and reserve its right to deny or defend itself against what it deems to be disparaging or unfair  
4 comments in relation to the settlement.

5 **B. Notice to the Class.**

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

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

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

23 4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay  
24 Periods, and Requests for Exclusion will be extended an additional 10 days beyond the Response  
25 Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The  
26 Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

27 5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers  
28 any persons who believe they should have been included in the Class Data and should have received

1 Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good  
2 faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such  
3 persons will be Class Members entitled to the same rights as other Class Members, and the  
4 Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise  
5 options under this Agreement not later than 14 days after receipt of Class Notice, or the Response  
6 Deadline, whichever is later.

7 **C. Procedure for Opting Out.**

8 Any Class Member may request exclusion from the settlement of class claims as described in  
9 this Settlement Agreement. Every Class Member who submits a valid and timely Request for Exclusion  
10 is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right  
11 to object to the class action components of the Settlement. Because future PAGA claims are subject to  
12 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved  
13 Employees are deemed subject to the PAGA Release and will remain eligible to receive a PAGA  
14 Settlement Payment as described herein.

15 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the  
16 Administrator, by first class regular United States mail, a written Request for Exclusion, which must be  
17 postmarked on or before forty-five (45) calendar days from the date Notices are initially mailed (the  
18 "Response Deadline"). A Request for Exclusion is a letter from a Class Member or his/her representative  
19 that communicates the Class Member's election to be excluded from the Settlement and must include  
20 the Class Member's name, address, telephone number, last 4 digits of social security number, and must  
21 be signed and dated by the Class Member or his or her legal representative. A Request for Exclusion  
22 must clearly state that the Class Member does not wish to be included in the Settlement.

23 For completed Requests for Exclusion delivered to the Settlement Administrator, the postmark  
24 on the return-mailing envelope will be the exclusive means used to determine whether a Request for  
25 Exclusion has been timely submitted. Individuals who are validly excluded from this Settlement  
26 Agreement, except for the PAGA settlement, as provided in this Paragraph, will not receive any payment  
27 under this Agreement, will have no right to object to this Agreement, and will not be bound by any  
28 release set forth in this Agreement. Individuals who fail to submit a valid and timely Request for

1 Exclusion on or before the Response Deadline will be deemed Participating Class Members and will be  
2 bound by all terms of the Agreement (including any release) and any Final Judgment if the Agreement  
3 is approved by the Court and becomes Final. The Administrator may not reject a Request for Exclusion  
4 as invalid that contains that is in writing and contains all the information specified in the Class Notice.  
5 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a  
6 Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and  
7 conditions of the Settlement, regardless whether the Participating Class Member actually receives the  
8 Class Notice or objects to the Settlement.

9 **D. Procedure for Objecting to Settlement.**

10 Only Participating Class Members may object to the class action components of the Settlement,  
11 including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees  
12 Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.  
13 Participating Class Members may send written objections to the Administrator by mail at the address  
14 listed in the Notice Packet. In the alternative, Participating Class Members may appear in Court (or hire  
15 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating  
16 Class Member who elects to send a written objection to the Administrator must do so on or before the  
17 Response Deadline (plus an additional 10 days for Class Members whose Class Notice was re-mailed).  
18 Any such objection should contain the Class Member's name, phone number, and address; the Class  
19 Member's signature or the signature of his or her legal representative; last 4 digits of social security  
20 number, and a clear and concise statement regarding the reason(s) for the Class Member's objection.  
21 Non-Participating Class Members have no right to object to any of the class action components of the  
22 Settlement.

23 **E. Challenges to the Calculation of Workweeks or PAGA Pay Periods.**

24 Each Class Member shall have until the Response Deadline (plus an additional 10 days for Class  
25 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA  
26 Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge  
27 the allocation by communicating with the Administrator via mail at the address listed in the Class Notice.  
28 The Administrator must require the challenging Class Member to submit supporting documentation. In

1 the absence of contrary written documentation, the Administrator is entitled to presume that the  
2 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data.  
3 The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods  
4 shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly  
5 provide copies of all challenges to calculations of Workweeks and/or Pay Periods to Defense Counsel  
6 and Class Counsel..

7 **F. No Solicitation of Opt-Outs or Objections to Settlement.**

8 Neither Party, nor their respective counsel, will directly or indirectly solicit or otherwise  
9 encourage Class Members to opt out or submit written objections to this Agreement.

10 **G. Settlement Administrator's Report.**

11 The Settlement Administrator will provide periodic weekly updates regarding returned notices,  
12 Requests for Exclusion, and objections to counsel for the parties. Within ten (10) days after the Response  
13 Deadline, the Settlement Administrator will provide a written report to counsel for the parties (the  
14 "Settlement Administrator's Report"), which will include information regarding the Settlement  
15 Administrator's Notice mailing process, the number of returned Notices, efforts to obtain new addresses  
16 in relation to returned Notice, and the number of Requests for Exclusion. No later than seven (7) days  
17 prior to the deadline to file the final approval motion, the Settlement Administrator will provide the  
18 parties with a sworn declaration attesting to the information from the Settlement Administrator's Report.  
19 This declaration will be filed with the Court by Class Counsel in support of the motion for final approval  
20 of the settlement described below

21 **H. Website and Toll-Free Number.**

22 The Administrator will post documents and information of interest to Class Members on its  
23 website. The Administrator will also maintain and monitor a toll-free telephone number to receive Class  
24 Member calls.

25 **I. Final Settlement Approval Hearing and Entry of Final Judgment.**

26 Class Counsel will take the lead in drafting a motion for final approval of the settlement together  
27 with a proposed order and Final Judgment approving the settlement. The motion will be filed within  
28 forty-five (45) days after the Response Deadline. Defendant will cooperate in this process, but reserve

1 their right to deny or defend themselves against what they deem to be disparaging or unfair comments  
2 in relation to the settlement. A final settlement approval hearing will be conducted to determine whether  
3 the Court should grant final approval of the Agreement. At that hearing, the parties will present the Final  
4 Judgment to the Court for its approval and entry. After entry of the Final Judgment, the Court will have  
5 continuing jurisdiction over the Action solely for the purposes of addressing (i) Settlement  
6 Administration matters, and (ii) such post-Final Judgment matters as may be appropriate under court  
7 rules.

8 **J. Nullification of Settlement.**

9 This Agreement will be null and void if (i) the Court does not enter the Preliminary Order as  
10 provided above, (ii) more five percent (5%) of individuals who would otherwise be members of the  
11 Settlement Class choose to opt out of the Settlement Class and Defendant, in its sole and absolute  
12 discretion, elect to void this Agreement, (iii) the Court does not finally approve this Agreement as  
13 provided above, (iv) the Court does not enter a Final Judgment that becomes final within the meaning of  
14 this Agreement, or (v) the Settlement Agreement does not become final for any other reason. In such  
15 case, the Parties will be returned to their respective statuses as of the date and time immediately prior to  
16 the execution of this Agreement and will proceed in all respects as if this Agreement had not been  
17 executed (including, if and as applicable, that any settlement class conditionally certified by stipulation  
18 of the parties in connection with this Agreement will be considered null and void). Moreover, in such  
19 case, nothing in this Agreement may be used by or against any party under California Rules of Evidence  
20 or otherwise. In the event an appeal is filed from the Court's Final Judgment, or any other appellate  
21 review is sought prior to the Effective Date, administration of this Agreement will be stayed pending  
22 final resolution of the appeal or other appellate review. Notwithstanding the above, in the event any of  
23 the circumstances identified in this Paragraph that could render this Agreement null and void occur, the  
24 Parties may mutually agree to attempt to renegotiate the settlement and/or this Agreement for purposes  
25 of reaching a further settlement.

26 **XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

27 The amounts paid under this Agreement do not represent a modification of any previously  
28 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by

1 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any  
2 other monetary entitlement under benefit plans (self-insured or not) sponsored by Defendant, policies,  
3 or bonus programs. Any payments made under the terms of this Settlement Agreement will not be  
4 applied retroactively, currently, or on a going forward basis as salary, earnings, wages, or any other form  
5 of compensation for the purposes of Defendant's benefit plans, policies, or bonus programs. Defendant  
6 retains the right to modify the language of its benefit plans, policies, and bonus programs to effect this  
7 intent and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours  
8 worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans,  
9 policies, and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose,  
10 and that additional contributions or benefits are not required by this Settlement Agreement.

### 11 **XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

12 Defendant will not oppose an application by Class Counsel for, and Class Counsel will not seek  
13 or receive an amount in excess of one-third of the Gross Settlement Amount for all past and future  
14 attorneys' fees necessary to prosecute, settle, and administer the Action and this Settlement Agreement.  
15 Additionally, Defendant will not oppose an application by Class Counsel for, and Class Counsel will not  
16 seek or receive an amount in excess of \$24,000, which represents all past and future litigation costs and  
17 expenses necessary to prosecute, settle, and administer this Settlement Agreement. Any attorneys' fees  
18 or litigation costs awarded to Class Counsel by the Court will be deducted from the Gross Settlement  
19 Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these amounts  
20 include, without limitation, all time and expenses expended by Class Counsel in defending the Settlement  
21 Agreement and securing preliminary and final approval (including any appeals therein). There will be  
22 no additional charge of any kind to either the members of the Settlement Class or request for additional  
23 consideration from Defendant for such work. This amount will include all attorneys' fees, Litigation  
24 costs and expenses for which Named Plaintiffs and Class Counsel could claim under any legal theory  
25 with respect to the Action and/or Hernandez and Bayomi PAGA Letters. Within fifteen (15) calendar  
26 days following the Funding Date the Settlement Administrator will disburse payment from the  
27 Settlement Amount for the amount of attorneys' fees and litigation costs approved by the Court to Class  
28 Counsel. Should the Court approve a lesser percentage or amount of fees and/or litigation costs than the

1 amount that Class Counsel ultimately seeks, then the unapproved portion or portions will revert into the  
2 NSA to be distributed between the participating Settlement Class Members on a pro-rata basis.

3 **XIV. ENHANCEMENT TO NAMED PLAINTIFFS**

4 Defendant will not oppose an application by Named Plaintiffs, and Named Plaintiffs will not  
5 seek or receive an amount in excess of \$10,000, individually, for their participation in and assistance  
6 with the Action and in consideration for the General Release of all claims against Defendant and the  
7 Released Parties. Any enhancement awarded to Named Plaintiffs by the Court will be deducted from the  
8 Settlement Amount for the purpose of determining the NSA, and will be reported on IRS Form 1099.  
9 Any such payments will be transmitted by the Settlement Administrator within fifteen (15) calendar days  
10 following the Funding Date. If the Court approves a lesser enhancement to Named Plaintiffs, then the  
11 unapproved portion or portions will revert into the NSA to be distributed between the participating  
12 Settlement Class members on a pro-rata basis.

13 **XV. TAXATION AND ALLOCATION**

14 For withholding tax characterization purposes and payment of taxes, the Individual Class  
15 Member Settlement Payments shall be allocated as follows:

- 16 (1) 20% as wages;  
17 (2) 40% as penalties; and  
18 (3) 40% interest.

19 Individual PAGA Payments will be allocated 100% as penalties.

20 The Settlement Administrator will distribute IRS Forms W-2 and/or Forms 1099 at times and in  
21 the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this  
22 Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed  
23 after the date of this Agreement, the processes set forth in this section may be modified in a manner to  
24 bring Defendant into compliance with any such changes.

25 Any and all taxes will be paid from the Settlement Amount based on the stipulated NSA.

26 **XVI. CIRCULAR 230 DISCLAIMER**

27 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE  
28 "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE

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

## 21 **XVII. MISCELLANEOUS PROVISIONS**

### 22 **A. Stay of Litigation.**

23 Named Plaintiff and Defendant agree to the stay of all further activity in the Action, pending  
24 final approval of the Settlement Agreement by the Court.

### 25 **B. Interpretation of the Agreement.**

26 This Agreement constitutes the entire agreement between Named Plaintiff and Defendant. Except  
27 as expressly provided herein, this Agreement has not been executed in reliance upon any other written  
28 or oral representations or terms, and no such extrinsic oral or written representations or terms will  
modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this

1 Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic  
2 evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both  
3 in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim  
4 arising out of or relating to the Agreement, or the subject matter hereof, will be submitted first to  
5 mediator Michelle Reinglass, but ultimately solely and exclusively resolved in the Superior Court of the  
6 State of California for the County of Los Angeles, and Named Plaintiff and Defendant hereby consent  
7 to the personal jurisdiction of the Court over them solely in connection therewith. Named Plaintiff, on  
8 his own behalf and on behalf of the Settlement Class and the PAGA Aggrieved Employees, as well as  
9 Defendant participated in the negotiation and drafting of this Agreement and had available to them the  
10 advice and assistance of independent counsel. As such, neither Named Plaintiff nor Defendant may claim  
11 that any ambiguity in this Agreement should be construed against the other.

12 The terms and conditions of this Agreement constitute the exclusive and final understanding and  
13 expression of all agreements between Named Plaintiff and Defendant with respect to the Settlement of  
14 the Action. The Agreement may be modified only by a writing signed by Class Counsel and Defense  
15 Counsel with the authorization of the Parties.

16 **C. Further Cooperation.**

17 Named Plaintiff and Defendant and their respective attorneys will proceed diligently to prepare  
18 and execute all documents, to seek the necessary approvals from the Court, and to do all things  
19 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

20 **D. Confidentiality of Documents.**

21 After the expiration of any appeals period, Named Plaintiffs, the Settlement Administrator, and  
22 Class Counsel will maintain the confidentiality of all documents, deposition transcripts, declarations,  
23 and other information obtained in the Action, unless necessary for appeal or such documents are ordered  
24 to be disclosed by the Court or by a subpoena.

25 **E. Counterparts.**

26 The Agreement may be executed in one or more actual or non-original counterparts, all of which  
27 will be considered one and the same instrument and all of which will be considered duplicate originals.

28 **F. Authority.**

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

**G. No Third Party Beneficiaries.**

Named Plaintiff, members of the Settlement Class, Defendant and the Released Parties are direct beneficiaries of this Agreement, but there are no third party beneficiaries.

**H. Deadlines Falling on Weekends or Holidays.**

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline will be continued until the following business day.

**I. Entire Agreement.** This Settlement Agreement is the Parties' entire agreement on this topic, superseding any prior or contemporaneous settlement agreements, and any amendments must be in writing and executed by the parties. For sake of clarity, this Settlement Agreement specifically supersedes the agreement previously executed by the Parties. No provision of this Settlement Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Settlement Agreement. Failure to enforce any provision(s) of this Settlement Agreement will not constitute a waiver.

**J. Severability.**

In the event that any one or more of the provisions contained in this Agreement will for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

DATED: Sep 11, 2023

  
Rene Hernandez (Sep 11, 2023 09:34 PDT)  
Rene Hernandez, Plaintiff

DATED: \_\_\_\_\_

\_\_\_\_\_  
Yasmine Bayomi, Plaintiff

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

**G. No Third Party Beneficiaries.**

Named Plaintiff, members of the Settlement Class, Defendant and the Released Parties are direct beneficiaries of this Agreement, but there are no third party beneficiaries.

**H. Deadlines Falling on Weekends or Holidays.**

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline will be continued until the following business day.

**I. Entire Agreement.** This Settlement Agreement is the Parties' entire agreement on this topic, superseding any prior or contemporaneous settlement agreements, and any amendments must be in writing and executed by the parties. For sake of clarity, this Settlement Agreement specifically supersedes the agreement previously executed by the Parties. No provision of this Settlement Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Settlement Agreement. Failure to enforce any provision(s) of this Settlement Agreement will not constitute a waiver.

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DATED: \_\_\_\_\_

\_\_\_\_\_  
Rene Hernandez, Plaintiff

09 / 19 / 2023  
DATED: \_\_\_\_\_

  
\_\_\_\_\_  
Yasmine Bayomi, Plaintiff

1 DATED: 9/13/2023  
2  
3

DocuSigned by:  
Michael Hsu  
A427ECEDD73248E...

Curogram, Inc.  
Defendants  
By: Michael Hsu

4 APPROVED AS TO FORM:  
5

K&L Gates LLP

6  
7 DATED: 9/14/2023

  
Eugene Ryu  
Penny Chen Fox  
Carter L. Norfleet  
Defendant Curogram, Inc.

11 MATERN LAW GROUP, PC

12  
13 DATED:

Julia Wells  
Plaintiff Rene Hernandez

15 GAINES & GAINES, APLC

16  
17 DATED:

Daniel F. Gaines  
Plaintiff Yasmine Bayomi

1 DATED: \_\_\_\_\_

Curogram, Inc.  
Defendants  
By:

2  
3  
4 **APPROVED AS TO FORM:**

5 **K&L Gates LLP**

6  
7 DATED: \_\_\_\_\_

Eugene Ryu  
Penny Chen Fox  
Carter L. Norfleet  
Defendant Curogram, Inc.

10  
11 **MATERN LAW GROUP, PC**

12 DATED: 9/20/2023

  
Julia Wells  
Plaintiff Rene Hernandez

15 **GAINES & GAINES, APLC**

16  
17 DATED: \_\_\_\_\_

Daniel F. Gaines  
Plaintiff Yasmine Bayomi

1 DATED: \_\_\_\_\_

2 Curogram, Inc.  
3 Defendants  
4 By:

5 APPROVED AS TO FORM:

6 K&L Gates LLP

7 DATED: \_\_\_\_\_

8 Eugene Ryu  
9 Penny Chen Fox  
10 Carter L. Norfleet  
11 Defendant Curogram, Inc.

12 MATERN LAW GROUP, PC

13 DATED: \_\_\_\_\_

14 Julia Wells  
15 Plaintiff Rene Hernandez

16 GAINES & GAINES, APLC

17 DATED: 09/19/2023

18 *Daniel F. Gaines*  
19 Daniel F. Gaines  
20 Plaintiff Yasmine Bayomi

# EXHIBIT A

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

***Hernandez v. Curogram, Inc., Los Angeles Superior Court Case No. 22STCV34762***

***Bayomi v. Curogram, Inc., Los Angeles Superior Court Case No. 22SMCV02798***

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***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It is 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 Curogram, Inc. (“Curogram”) for alleged wage and hour violations. The Action was filed by former drivers who worked for Curogram, Inc. – Rene Hernandez and Yasmin Bayomi (“Plaintiffs”). The Action provides for payment of (1) back wages and other relief for a class of drivers (“Class Members”) who performed work for Curogram in California during the Class Period (October 31, 2018 through May 25, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all drivers who worked for Curogram in California during the PAGA Period (August 27, 2021 through May 25, 2023) (“Aggrieved Employees”).

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

Based on Curogram’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. 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 Curogram’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) These payments are calculated based on the length of time that Class Members worked for Curogram during the Class Period and the PAGA Period. Presently, the estimated Individual Class Payments to potential Class Members ranges from \$ [REDACTED] to \$ [REDACTED], and the range of Individual PAGA Payments to Aggrieved Employees ranges from \$ [REDACTED] to \$ [REDACTED].

The above estimates are based on Curogram’s records showing that **you worked [REDACTED] workweeks** as a driver for Curogram during the Class Period and **you worked [REDACTED] pay periods** as a driver for Curogram during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the response deadline, as more fully set forth in 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Curogram to make payments under the Settlement and requires Class Members and

Aggrieved Employees to give up their rights to assert certain claims against Curogram.

If you worked for Curogram as a driver during the Class Period and/or the PAGA Period, you have several options under the Settlement. **Curogram 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**

|                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>                                                                                                              | <p>If you do nothing, you will be a Participating Class Member, and you will eligible to receive 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 Curogram that are covered by this Settlement (the "Released Claims").</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is [Insert Response Deadline]</b></p>                                        | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by submitting a written request for exclusion and returning it to the Administrator by mail as more fully set forth in Section 6 of this Notice. Once you are excluded, you will be a Non-Participating Class Member and you will 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.</p> <p>You cannot request to be excluded from the PAGA portion of the proposed Settlement. Curogram must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by [Insert Response Deadline]</b></p> | <p>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 Plaintiffs who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. You will still receive payment from the Settlement even if you object to the Settlement. See Section See Section 7 of this Notice of this Notice.</p>                                                                                                                                                                                                |
| <p><b>You Can Participate in the [Insert Hearing Date] Final Approval Hearing</b></p>                                                                                                     | <p>The Court's Final Approval Hearing is scheduled to take place on [Insert Hearing Date]. 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.</p>                                                                                                                                                                                                                                                                                                                                                         |

|                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by [Insert Response Deadline]</b></p> | <p>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 of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Curogram’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [Insert Response Deadline]. See Section 4 of this Notice.</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former drivers who worked for Curogram in the State of California. The Action accuses Curogram of violating California labor laws by misclassifying drivers as exempt, failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, failing to maintain required records, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code sections 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Matern Law Group, PC and Gaines & Gaines APLC (“Class Counsel.”)

Curogram 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 Curogram or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Curogram retained a neutral mediator in an effort to resolve the Action by negotiating 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 written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Curogram 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, Curogram does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel believe the Settlement is a good result for the Class Members because they believe that: (1) Curogram 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 determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval. The Court will make a final determination as to whether the Settlement is fair, reasonable, and adequate and the Final Approval hearing.

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

- i. Curogram Will Pay \$137,500 as the Gross Settlement Amount (Gross Settlement).  
Curogram 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, Curogram will fund the Gross Settlement within 30 days after Court enters an Order Granting Final Approval of the Settlement. 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.
- ii. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs 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 \$68,750 (one-third of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$ [REDACTED] for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000.00 each to Plaintiffs Rene Hernandez and Yasmin Bayomi as Class Representative Service Payments, for their role in filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
  - C. Up to \$ [REDACTED] to the Administrator for services administering the Settlement.
  - D. Up to \$20,000.00 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.
- iii. 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 Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- iv. Taxes Owed on Payments to Class Members. Plaintiffs and Curogram are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion"), 40% as penalties and 40% as interest (collectively, the "Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2

Forms. Curogram 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 Plaintiffs and Curogram 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.

- v. 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.
- vi. 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 **[Insert Response Deadline]** ("Response Deadline"), that you wish to opt-out. To request exclusion from the Settlement, you must send a written request for exclusion to the settlement administrator. The written request for exclusion must: (1) be mailed to the Settlement Administrator at the address in **Section 9 of this Notice**, postmarked no later than **[Insert Response Deadline]**; clearly refer to the name and case number of the Action (i.e., *Hernandez v. Curogram*, Case No. 22STCV34762); (3) contain a statement indicating that you do not wish to participate in the Settlement; (4) include your name, address and telephone number; (5) be signed and dated by you or your legal representative.

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 Curogram.

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 Curogram based on the PAGA Period facts alleged in the Action.

- vii. 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 Curogram have agreed that, in either case, the Settlement will be void: Curogram will not pay any money and Class Members will not release any claims against Curogram .
- viii. Administrator. The Court has appointed a neutral company, **[REDACTED]** (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.

- ix. Participating Class Members’ Release. After the Judgment is final and Curogram 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 Curogram or related entities 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 who are not Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Curogram and each of its former and present officers, directors, agents and employees (the “Released Parties”) from any and all wage-related claims arising during the Class Period, including claims for interest and penalties, against Defendant and the Released Parties, that were alleged in the Action and/or the Hernandez and/or Bayomi PAGA Letters or that could have been alleged in the Action and/or Hernandez and/or Bayomi PAGA letters based on or arising from the facts, allegations, and/or claims pleaded in the Action and/or Hernandez and/or Bayomi PAGA Letters, including: (1) failure to pay lawful wages under Labor Code §§ 510, 1194, 1198, 1197 or 1197.1; (2) failure to provide lawful meal and/or rest breaks under Labor Code §§ 226.7, 512(a), Title 8 CCR § 11010 *et seq.*, and/or any applicable Industrial Welfare Commission Wage Orders, or proper compensation in lieu thereof; (3) failure to provide accurate itemized employee wage statements under Labor Code § 226(a); (4) failure to pay timely wages due at termination or resignation and/or during employment (waiting time penalties) under Labor Code §§ 201-204, 210, 226.3, 558, including vacation wages under Labor Code section 227.3; (6) failure to keep complete and accurate payroll records under Labor Code section 1174(d) and 1174.5; (7) violation of Business & Professions Code § 17200, *et seq.*; and (9) any and all other applicable provisions of state law, including the applicable IWC wage orders, based on or arising from the facts alleged in the Action (“Released Claims”) or that could have been alleged based upon the facts, allegations and/or claims pleaded in the Action and or Hernandez and/or Bayomi PAGA Letters. 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.

- x. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Curogram has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Curogram, 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 Curogram or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

Upon the date that Curogram has fully funded of the Gross Settlement Amount, all 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 any and all claims for civil penalties under PAGA (the California Labor Code Private Attorney General Act (Cal. Labor Code §2698 *et seq.*)) arising during the PAGA Period for any and all claims that were alleged in the Action or that could have been alleged in the Action based on or arising from the facts, allegations, and/or claims pleaded or asserted in the Action or the Hernandez and/or Bayomi PAGA Letters, including: (1) failure to pay lawful wages under Labor Code §§ 510, 1194, 1198, 1197 and 1197.1; (2) failure to provide lawful meal and/or rest breaks under Labor Code §§ 226.7, 512(a), Title 8 CCR § 11010 *et seq.*, and/or any other applicable Industrial Welfare Commission Wage Orders, or proper compensation in lieu thereof; (3) failure to provide accurate itemized employee wage statements under Labor Code § 226; (4) failure to pay timely wages due during employment and/or at termination and/or resignation (waiting time penalties) under Labor Code §§ 201-204, 210, 226.3, 558, including failure to pay vacation wages under Labor Code section 227.3; and (6) failure to keep complete and accurate payroll records under Labor Code section 1174(d). The release by Non-Participating Class Members who are Aggrieved Employees is limited to claims arising during the PAGA Period.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- i. 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.
- ii. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 (i.e., \$25% of the total amount of \$20,000 allocated towards PAGA Penalties) 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.

- iii. 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 Curogram's records, are stated in the first page of this Notice. You have until [Insert Response Deadline] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by contacting the Administrator either by telephone or via a written letter postmarked by [Insert Response Deadline]. The Administrator's contact information is listed in Section 9 of this Notice.

Your challenge should include the number of Class Workweeks and/or PAGA Pay Periods that you contend to have worked, and your name, address and telephone number. You should also support your challenge by sending the Administrator copies of pay stubs or other records. The Administrator will accept Curogram's calculation of Workweeks and/or Pay Periods based on Curogram'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 Curogram's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## **5. HOW WILL I GET PAID?**

- i. 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.
- ii. 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 EXCLUDE MYSELF FROM THE CLASS SETTLEMENT?**

To request exclusion from the Settlement, you must send a written request for exclusion to the settlement administrator. Your request for exclusion must (1) be mailed to the Settlement Administrator at the address in **Section 9 of this Notice**, postmarked no later than [Insert Response Deadline]; (2) clearly refer to the name and case number of the Action (i.e., *Hernandez v. Curogram*, Case No. 22STCV34762); (3) contain a statement indicating that you do not wish to participate in the Settlement; (4) include your name, address and telephone number; (5) be signed and dated by you or your legal representative.

**The Administrator must be sent your request to be excluded by [Insert Response Deadline], 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. A Participating Class Member who disagrees with any aspect of the Settlement may submit a written objection to the Settlement Administrator. Your written objection should include your name, phone number, and address; your signature or the signature of your legal representative; and a clear and concise statement regarding the reason(s) for your objection. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. **The deadline for sending written objections to the Administrator is [Insert Response Deadline]. Section 9 of this Notice has the Administrator's contact information**, including the address where you should mail the objection.

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 [Final Approval Date] at [time] in Department 17 the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will make a final determination as to whether the settlement is fair, reasonable, and adequate, and decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, 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://www.lacourt.org/lacc/>). 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 Administrator's website ([insert URL]) 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 Curogram and Plaintiffs 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 [Insert Administrator's Name]'s website at ([insert URL]). You can call or email Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to the court's website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the *Hernandez* Action, Case No. 22STCV34762. 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.

**Settlement Administrator:** Name of Company:  
Mailing Address:  
Telephone:

**Class Counsel:** **MATERN LAW GROUP, PC**  
Matthew J. Matern  
Julia Z. Wells  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901

**GAINES & GAINES APLC**  
Daniel F. Gaines  
Alex P. Katofsky  
4550 E. Thousand Oaks Blvd., Suite 100  
Westlake Village, California 91362  
Telephone: (818) 703-8985  
Facsimile: (818) 703-8984

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

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund (<https://ucpi.sco.ca.gov/en/Property/SearchIndex>) for instructions on how to retrieve the funds.

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

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

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