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Attorneys for Plaintiffs CHRISTINE FLYNN and
CRYSTAL RAMIREZ and the proposed Settlement Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

CHRISTINE FLYNN and CRYSTAL	)	Lead Case No. 22CV005118
RAMIREZ, on behalf of themselves and	)	(Consolidated for settlement purposes with
all others similarly situated,	)	Case No. 22CV011657)
	)	
Plaintiffs,	)	Assigned for All Purposes to the Hon.
	)	Somnath Raj Chatterjee, Department 21
v.	)	
	)	DECLARATION OF ANTHONY
GOODWILL INDUSTRIES OF THE	)	DRAPER IN SUPPORT OF
GREATER EAST BAY, INC.; and	)	PLAINTIFFS' MOTION FOR
DOES 1 through 50, inclusive,	)	PRELIMINARY APPROVAL OF
	)	CLASS ACTION AND PAGA
Defendants.	)	SETTLEMENT
	)	
	)	Date: October 6, 2026
	)	Time: 02:30 p.m.
	)	Dept.: 21
	)	Reservation No.: 236803070730

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DECLARATION OF ANTHONY DRAPER

1. I am an attorney duly licensed to practice law in the State of California and an attorney with James Hawkins APLC, counsel of record for Plaintiff Christine Flynn and the proposed Settlement Class. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, could and would testify competently to them. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

2. On January 6, 2022, Plaintiff Christine Flynn filed a Class Action Complaint against Defendant Goodwill Industries of the Greater East Bay, Inc. in Alameda County Superior Court, Case No. 22CV005118, alleging eight causes of action for various wage-and-hour violations and unfair competition.

3. Also on January 6, 2022, Plaintiff Flynn provided written notice of the alleged Labor Code violations to the LWDA and Defendant pursuant to Labor Code section 2699.3. A true and correct copy of the LWDA notice, together with proof of its submission, is attached as Exhibit 3.

4. On April 15, 2022, Plaintiff Flynn filed a First Amended Class Action Complaint adding a cause of action for civil penalties under PAGA. The First Amended Complaint, alleging nine causes of action, is the operative complaint in the Flynn action.

5. A related wage-and-hour action was also brought against Defendant by Crystal Ramirez. The specifics of the Ramirez action, including its filing and the claims alleged therein, are set forth in the concurrently filed declaration of the Setareh Law Group.

1 6. The Flynn and Ramirez actions have been coordinated and are resolved together
2 for settlement purposes only pursuant to the Settlement Agreement.

3 7. Throughout the litigation, Defendant has denied the allegations and asserted
4 numerous defenses, both individually and on a class and representative basis.

5 8. No class has been certified, and the Court has made no findings that Defendant
6 engaged in any wrongdoing or violated any law with respect to the issues presented.

7
8 **Investigation, Discovery, and Settlement**

9 9. Class Counsel conducted a thorough investigation of the facts and law both
10 before and after filing. Through formal and informal discovery and in preparation for
11 mediation, the Parties exchanged extensive documents and information, including payroll
12 data, timekeeping records, sample time and pay records, and Defendant's policies. Class
13 Counsel analyzed this information, including with the assistance of experienced
14 professionals, to evaluate Defendant's potential exposure.

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16 10. In March 26, 2025, the Parties participated in a mediation with Louis Marlin,
17 Esq., an experienced wage-and-hour class action mediator.

18 11. Although the matter did not resolve at the mediation session, the Parties
19 continued to negotiate with the mediator's assistance and reached a settlement in principle.
20 On October 23, 2025, the Parties filed a Joint Notice of Settlement with the Court.

21
22 12. The Parties thereafter exchanged multiple drafts of the long-form Settlement
23 Agreement and Class Notice and engaged in numerous communications regarding the
24 settlement terms.

25 13. The Settlement Agreement was fully executed by all Parties on July 16, 2026.
26 A true and correct copy of the fully executed Joint Stipulation of Class Action and PAGA
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1 Settlement and Release is attached as Exhibit 1, and the proposed Class Notice is attached
2 as Exhibit A to the Settlement Agreement.

3 14. Based on our independent investigation and evaluation, and after considering
4 the sharply disputed factual and legal issues, the risks of continued litigation in light of
5 Brinker Restaurant Corp. v. Superior Court (2012) 53 Cal.4th 1004, and the discovery
6 conducted, it is my opinion and the opinion of Class Counsel that the Settlement is fair,
7 reasonable, adequate, and in the best interests of the named Plaintiffs and the Class.
8

9 **Damages Analysis**

10 15. Class Counsel analyzed Defendant's potential exposure based on the
11 documents and information produced in discovery and in preparation for mediation, expert-
12 assisted analysis of timekeeping and payroll data, and the nature of the claims and
13 Defendant's defenses. The damages model was based principally on the number of Class
14 Members, Workweeks, and Pay Periods, the average hourly rate of pay, and a review of
15 representative time and pay records.
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17 16. Based on the data exchanged, Defendant estimates there are approximately
18 7,171 Class Members who worked approximately 276,088 Workweeks during the Class
19 Period, and approximately 3,435 Aggrieved Employees who worked approximately 65,167
20 Pay Periods during the PAGA Period. The average regular rate of pay is approximately
21 \$16.00 per hour. Based on an estimated average of 4.5 shifts per Workweek, Class
22 Members worked approximately 1,242,396 shifts during the Class Period. The figures
23 stated in this paragraph and in paragraph 17 are estimates derived from the data and the
24 assumptions described and remain subject to confirmation.
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17. Applying these inputs, Class Counsel estimated the maximum exposure and the discounted settlement value of each claim as follows:

(a) Failure to Pay All Wages (Off-the-Clock/Overtime): Assuming approximately one hour of unpaid time per Workweek across 276,088 Workweeks, with ninety percent attributable to overtime, the estimated maximum exposure is approximately \$6,405,242. For settlement purposes, this claim was valued between approximately \$128,105 (2%) and \$640,524 (10%).

(b) Meal Periods: Assuming a violation on each meal-eligible shift (approximately 1,093,308 shifts) at the average hourly rate, the estimated maximum exposure is approximately \$17,492,928. For settlement purposes, this claim was valued between approximately \$874,646 (5%) and \$1,749,293 (10%).

(c) Rest Periods: Assuming a violation on each rest-eligible shift (approximately 1,180,276 shifts) at the average hourly rate, the estimated maximum exposure is approximately \$18,884,416. For settlement purposes, this claim was valued between approximately \$188,844 (1%) and \$944,221 (5%).

(d) Expense Reimbursement (Labor Code § 2802): Given the individualized nature of the claim and the difficulty of class-wide proof, this claim was assigned a settlement value of \$0.

(e) Failure to Timely Pay Wages During Employment (Labor Code § 204): This derivative claim is pursued under PAGA for settlement purposes and is valued within the PAGA analysis below.

(f) Waiting Time Penalties (Labor Code §§ 201-203): Assuming approximately 3,000 former employees, each owed thirty days of wages at eight hours per day and the

1 average hourly rate, the estimated maximum exposure is approximately \$11,520,000. For
2 settlement purposes, this claim was valued between approximately \$576,000 (5%) and
3 \$1,152,000 (10%).

4 (g) Inaccurate Wage Statements (Labor Code § 226): Based on an estimated 3,000
5 employees within the statutory period and the \$4,000 statutory cap per employee, the
6 estimated maximum exposure is approximately \$12,000,000. For settlement purposes, this
7 claim was valued between approximately \$600,000 (5%) and \$1,200,000 (10%).

8 (h) Unfair Competition Law (Bus. & Prof. Code § 17200): No separate value was
9 assigned because the claim serves principally to extend the limitations period to four years,
10 which is already reflected in the valuations above.

11 (i) PAGA (Labor Code § 2699): Attributing a \$100 penalty to each of
12 approximately 65,167 PAGA Pay Periods yields an estimated maximum exposure of
13 approximately \$6,516,700, assuming a 100% violation rate. Given the court's broad
14 discretion to reduce PAGA penalties and the substantial risk that penalties would be
15 reduced or denied, the \$40,000 PAGA allocation is fair and reasonable.

16 (j) Prejudgment Interest: Labor Code section 218.6 requires an award of interest
17 on all due and unpaid wages at the rate set by Civil Code section 3289, subdivision (b),
18 which is ten percent (10%) per annum. Interest is recoverable on the wage components of
19 the claims — unpaid straight-time and overtime wages, and meal and rest period premiums,
20 which are wages rather than penalties under *Murphy v. Kenneth Cole Productions, Inc.*
21 (2007) 40 Cal.4th 1094, 1114 — but not on the penalties recoverable under sections 203
22 and 226. Measured from the approximate midpoint of the Class Period to the valuation date
23 used in the damages analysis, simple interest at ten percent on the maximum wage exposure
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1 of approximately \$42,782,586 would be approximately \$20.5 million. Because interest is
2 wholly derivative of the underlying wage claims and is subject to the same certification
3 and merits risks, Class Counsel did not assign it a separate discounted settlement value.

4 18. In evaluating the Settlement, Plaintiffs and Class Counsel considered the
5 significant risk that class certification could be denied under Brinker, that a merits
6 determination could be adverse, that PAGA penalties could be reduced or denied, and the
7 expense and delay of continued litigation and any appeals. Class Counsel also considered
8 Defendant's financial condition and its limited ability to satisfy a larger judgment, which
9 further supported a substantial discount of the claims for settlement purposes.
10

11 18.1 Defendant is a California nonprofit public benefit corporation. In connection
12 with the mediation and the negotiation of the Settlement, Defendant produced financial
13 information concerning its operations, revenues, liabilities, and liquidity, which Class
14 Counsel reviewed and analyzed. That information reflects that Defendant lacks the
15 liquidity to fund a materially larger settlement in a lump sum or to satisfy a substantially
16 greater judgment, which is why the Settlement is funded in three installments over
17 approximately seven and one-half months rather than in a single payment. Class Counsel
18 considered Defendant's financial difficulties, including its ability to pay, in evaluating the
19 reasonableness of the Settlement, and a defendant's financial condition and ability to pay
20 are proper considerations bearing on the fairness of a class action settlement. A defendant's
21 limited ability to pay is a proper and often decisive consideration in evaluating whether a
22 class settlement is fair, adequate, and reasonable, because the relevant comparison is not
23 to a hypothetical maximum judgment but to what the class could realistically collect after
24 trial and appeal.
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1 19. The aggregate maximum theoretical exposure across the claims, excluding the
2 separately discussed prejudgment interest, assuming 100% violation rates and the rejection
3 of all defenses, is approximately \$72.8 million; the realistic, risk-adjusted value is a small
4 fraction of that figure. The estimated Net Settlement Amount is approximately \$433,750,
5 and the estimated average net recovery per Class Member is approximately \$60.49, in
6 addition to the Individual PAGA Payments to Aggrieved Employees. In my opinion, the
7 \$875,000 non-reversionary Gross Settlement Amount is fair, adequate, and reasonable in
8 light of the risks.
9

10 19.1 The Settlement is a checks-mailed settlement. No Class Member is required
11 to submit a claim form; every Participating Class Member is automatically mailed an
12 Individual Class Payment, and every Aggrieved Employee is automatically mailed an
13 Individual PAGA Payment regardless of whether he or she opts out. Settlement checks
14 remain negotiable for not less than one hundred eighty (180) days from the date of mailing.
15 (Settlement Agreement, ¶¶ 4.2.1, 7.5.4.)
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17 19.2 Defendant will fund the Gross Settlement Amount in three installments of
18 \$291,666.67, \$291,666.67, and \$291,666.66, due respectively forty-five (45) calendar days
19 after the Effective Date, ninety (90) calendar days after the first funding date, and ninety
20 (90) calendar days after the second funding date. (Settlement Agreement, ¶¶ 4.1.1-4.1.3.)
21 If Defendant fails to timely fund any installment, Class Counsel will serve a written notice
22 of default; if Defendant does not cure within ten (10) calendar days, the entire unpaid
23 balance accelerates and accrues interest at ten percent (10%) per annum, and Plaintiffs may
24 seek entry of judgment for the unpaid balance under Code of Civil Procedure section 664.6.
25 (Settlement Agreement, ¶ 4.1.4.) The Class Counsel Fees Payment, Class Counsel
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1 Litigation Expenses Payment, and Class Representative Service Payments are subordinated
2 to the Individual Class Payments and Individual PAGA Payments. (Settlement Agreement,
3 ¶ 4.2.)

4 **Class Representatives and Class Counsel**

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6 20. Plaintiff Christine Flynn actively participated in the litigation by providing
7 information and documents and assisting counsel, and undertook the risks of serving as a
8 Class Representative. The bases for the Plaintiffs' requested Service Payments are further
9 set forth in their respective declarations and will be provided at final approval.

10 21. James Hawkins APLC is an experienced wage-and-hour class action firm that
11 has been appointed class counsel in numerous class and representative actions in California
12 courts.

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14 23. The attorneys at James Hawkins APLC who have worked on this matter are
15 experienced in wage-and-hour class and PAGA litigation and are knowledgeable about the
16 strengths and weaknesses of the claims and defenses at issue.

17 24. Class Counsel have no interests adverse to the Class and have vigorously
18 prosecuted the Actions on behalf of the Class.

19 **Settlement Administrator**

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21 25. The Parties jointly selected ILYM Group, Inc. as the Settlement Administrator,
22 subject to Court approval. ILYM Group, Inc. is an experienced class action settlement
23 administrator that has administered hundreds of class and PAGA settlements in California
24 state and federal courts. The Administration Expenses Payment, not to exceed \$40,000, is
25 subject to Court approval at final approval based on admissible evidence of ILYM's actual
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1 costs, and any unused portion will be added to the Net Settlement Amount for distribution
2 to the Class.

3 **PAGA / LWDA Submission and Exhibits**

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5 26. Concurrently with the filing of this Motion, Plaintiffs are submitting the
6 proposed Settlement to the LWDA as required by Labor Code section 2699, subdivision
7 (l)(2). Attached as exhibits are true and correct copies of the following: **Exhibit 1**, the fully
8 executed Settlement Agreement, which contains the proposed Class Notice as Exhibit A;
9 and **Exhibit 2**, Plaintiff Flynn's notice to the LWDA together with proof of its submission.
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11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct. Executed on September 11, 2026, at Irvine, California.
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15 _____

16 Anthony Draper
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made and entered into by and between Plaintiffs Christine Flynn and Crystal Ramirez (“Plaintiffs”), on behalf of themselves and all others similarly situated, and Defendant Goodwill Industries of the Greater East Bay, Inc. (“Goodwill” or “Defendant”). This Agreement resolves the following consolidated actions:

- 1) *Christine Flynn v. Goodwill Industries of the Greater East Bay, Inc.*, Alameda County Superior Court, Case No. 22CV005118; and
- 2) *Crystal Ramirez v. Goodwill Industries of the Greater East Bay, Inc., et al.*, Alameda County Superior Court, Case No. 22CV011657

(collectively, the “Actions”).

1. **DEFINITIONS.**

1.1. “Action” means the civil action entitled:

(a) *Christine Flynn v. Goodwill Industries of the Greater East Bay, Inc.*, Alameda County Superior Court, Case No. 22CV005118 (“Flynn Action”); and

(b) *Crystal Ramirez v. Goodwill Industries of the Greater East Bay, Inc., et al.*, Alameda County Superior Court, Case No. 22CV011657 (“Ramirez Action”),

which actions have been consolidated and/or coordinated for settlement purposes only.

1.2. “Administrator” means ILYM Group, Inc., the neutral third-party settlement administrator jointly selected by the Parties to administer the Settlement, subject to Court approval.

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

1.4. “Aggrieved Employee” means all current and former non-exempt hourly employees employed by Defendant in California during the PAGA Period.

1.5. “Class” and/or “Settlement Class” means all current and former hourly, non-exempt hourly employees employed by Defendant in California during the Class Period.

1.6. “Class Counsel” means James R. Hawkins, Isandra Fernandez, and Anthony L. Draper of James Hawkins APLC, and Shaun Setareh, Eric Hahn, and Victoria Mas of Setareh Law Group, co-counsel for Plaintiffs and the Settlement Class.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel from the Gross Settlement Amount, subject to Court

approval, for reasonable attorneys' fees and litigation expenses incurred in the prosecution of the Actions.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means any individual who is a member of the Class, whether a Participating Class Member or Non-Participating Class Member (including any Non-Participating Class Member who also qualifies as an Aggrieved Employee).

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

1.11. "Class Notice" means the Notice of Class Action and PAGA Settlement to be mailed to Class Members in English and Spanish, in the form, without material variation, attached hereto as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from January 7, 2018 to September 20, 2025.

1.13. "Class Representatives" means the named Plaintiffs Christine Flynn and Crystal Ramirez, who are seeking Court approval to serve as the Class Representatives.

1.14. "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Actions, providing services in support of the Actions and as consideration for the general release of all claims by the Class Representatives.

1.15. "Court" means the Superior Court of California, County of Alameda.

1.16. "Defendant" means Goodwill Industries of the Greater East Bay, Inc. ("Goodwill").

1.17. "Defense Counsel" means Michael Wertheim of Greenberg Traurig, LLP.

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

1.19. "Final Approval" means the Court's entry of an order granting final approval of the Settlement, certifying the Settlement Class for settlement purposes, and discharging the Released Parties from liability for all Released Class Claims and Released PAGA Claims.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

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

1.22. “Gross Settlement Amount” means Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00), which is the total non-reversionary amount Defendant agrees to pay under the Settlement, exclusive of employer-side payroll taxes and any Escalator Clause adjustments. The Gross Settlement Amount will be used to fund Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment.

1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount, calculated based on the number of Workweeks worked by that Class Member during the Class Period.

1.24. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties, calculated according to the number of Pay Periods worked during the PAGA Period.

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

1.26. “LWDA” means the California Labor and Workforce Development Agency, as referenced in Labor Code section 2699, subdivision (i).

1.27. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties to be paid to the LWDA pursuant to Labor Code section 2699, subdivision (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount less the following Court-approved payments: the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, the LWDA PAGA Payment, and the Individual PAGA Payments. The remaining Net Settlement Amount shall be distributed to Participating Class Members on a pro rata basis as Individual Class Payments.

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

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant in California during the PAGA Period.

1.31. “PAGA Period” is the period from January 6, 2021 through September 20, 2025.

1.32. “PAGA” means the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq.

1.33. “PAGA Notice” means Plaintiff Christine Flynn’s January 6, 2022, letter to Defendant and the California Labor and Workforce Development Agency (“LWDA”) providing notice pursuant to Labor Code section 2699.3, subdivision (a), as referenced in Plaintiff Flynn’s First Amended Complaint, which is the operative complaint in the Action.

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of \$40,000.00 with 25% allocated to Aggrieved Employees (\$10,000.00) and 75% (\$30,000.00) allocated to the LWDA, in settlement of PAGA claims.

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

1.36. “Plaintiffs” means Christine Flynn and Crystal Ramirez, the named Plaintiffs and proposed Class Representatives in the Actions.

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

1.38. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Class and PAGA Settlement.

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

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

1.41. “Released Parties” means Defendant, and any of its parent, affiliate, and subsidiary entities, each of their former and present directors, officers, shareholders, owners, members, managers, attorneys, insurers, predecessors, successors, and assigns, and including but not limited to, Goodwill of the San Francisco Bay.

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

1.43. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may:

(a) fax, email, or mail (postmarked by that date) a Request for Exclusion from the Settlement; or

(b) fax, email, or mail (postmarked by that date) his or her Objection to the Settlement.

Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the original Response Deadline to submit a Request for Exclusion or an Objection.

1.44. “Settlement” means the disposition of the Actions effected by this Agreement, the Judgment, and all orders related thereto.

1.45. “Workweek” means any week during which a Class Member worked for Defendant as a non-exempt employee in California for at least one day during the Class Period.

2. RECITALS.

2.1. On January 6, 2022, Plaintiff Christine Flynn commenced an action entitled Christine Flynn v. Goodwill Industries of the Greater East Bay, Inc., Alameda County Superior Court, Case No. 22CV005118, alleging causes of action against Defendant for (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (4) failure to timely pay wages during employment; (5) failure to timely pay wages upon termination; (6) knowing and intentional failure to comply with itemized employee wage statement provisions; (7) failure to indemnify employees; and (8) violation of the unfair competition law.

2.2. On May 23, 2022, Plaintiff Crystal Ramirez commenced a related action entitled Crystal Ramirez v. Goodwill Industries of the Greater East Bay, Inc., et al., Alameda County Superior Court, Case No. 22CV011657, alleging causes of action against Defendant for (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to pay all final wages; (5) failure to indemnify employees; and (6) violation of the unfair competition law.

2.3. The foregoing actions (collectively, the “Actions”) have been coordinated and are resolved together for settlement purposes only pursuant to this Agreement.

2.4. On April 15, 2022, Plaintiff Christine Flynn filed a First Amended Class Action Complaint, adding a cause of action for civil penalties under PAGA. The operative First Amended Class Action Complaint therefore alleged the following causes of action: (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (4) failure to timely pay wages during employment; (5) failure to timely pay wages upon termination; (6) knowing and intentional failure to comply with itemized employee wage statement provisions; (7) failure to indemnify employees; (8) violation of the unfair competition law; and (9) civil penalties under the Private Attorneys General Act of 2004 (“PAGA”).

2.5. Prior to reaching this Agreement, the Parties engaged in arm’s-length negotiations with the assistance of mediator Louis Marlin, Esq. and conducted investigation and discovery sufficient to allow Plaintiffs and Class Counsel to evaluate the merits of the claims asserted and the defenses raised by Defendant. Plaintiffs obtained and reviewed relevant payroll data, timekeeping records, and policy documents, and analyzed this information with the assistance of experienced professionals.

2.6. The Parties now desire to fully and finally resolve the Actions and all Released Class Claims and Released PAGA Claims asserted therein on a class-wide and representative basis, subject to Court approval, without any admission of liability, wrongdoing, or violation of law by Defendant. The Parties enter into this Agreement solely to avoid the burden, expense, and uncertainty of continued litigation and to effect a fair and reasonable compromise of disputed claims.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant promises to pay Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00) as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the wage portions of the Individual Class Payments. Defendant has no obligation to fund the Gross Settlement Amount (or payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without requiring any Participating Class Member or Aggrieved Employee to submit a

claim as a condition of payment. The Gross Settlement Amount shall be all-in with no portion reverting to Defendant.

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

3.2.1. To Class Representatives: Subject to Court approval, a Class Representatives Service Payment of not more than \$10,000.00 each (\$20,000.00 in total) shall be paid to Plaintiffs Christine Flynn and Crystal Ramirez in recognition of their time, effort, and risk in prosecuting the Actions (in addition to any Individual Class Payments or Individual PAGA Payments to which they may be entitled as Participating Class Members). Defendant will not oppose a request for a service award up to these amounts. If the Court approves less than the amount requested, any unapproved portion shall be added to the Net Settlement Amount. The Administrator shall issue IRS Forms 1099 to the Class Representatives, who shall be solely responsible for any taxes owed on this payment.

3.2.2. To Class Counsel: Subject to Court approval, a Class Counsel Fees Payment of up to thirty-five percent (35%) of the Gross Settlement Amount (currently estimated at \$306,250.00) and a Class Counsel Litigation Expenses Payment of up to \$35,000.00 shall be paid to Class Counsel. Defendant will not oppose these requests provided they do not exceed the specified amounts. If the Court approves less than requested, any unapproved portion shall be added to the Net Settlement Amount. The Administrator shall issue appropriate IRS Forms 1099 to Class Counsel, who shall be solely responsible for all taxes owed on such payments and shall indemnify Defendant from any liability arising therefrom.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$40,000.00 for settlement administration costs shall be paid to the Administrator. If the administration expenses are less than the amount approved, the difference shall be added to the Net Settlement Amount.

3.2.4. To Each Participating Class Member: Each Participating Class Member shall receive an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying that quotient by each Participating Class Member's individual workweeks during the Class Period.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty-five percent (25%) of each Participating Class Member's Individual Class Payment shall be treated as wages ("Wage Portion") subject to applicable tax withholdings and reported on IRS Form W-2; the remaining seventy-five percent (75%) shall be treated as interest and penalties ("Non-Wage Portion") reported on IRS Form 1099. Each Participating Class Member shall be solely responsible for any taxes owed on his or her Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members shall not receive any Individual Class Payments. The Administrator shall retain amounts equal to the Individual Class Payments that would have been distributed to Non-Participating Class Members in the Net Settlement Amount, for redistribution to Participating Class Members on a pro rata basis. Under no circumstances shall any

portion of the Net Settlement Amount revert to Defendant.

3.2.5. To the LWDA and Aggrieved Employees (PAGA Penalties): A total of \$40,000.00 from the Gross Settlement Amount shall be allocated to resolve PAGA claims (“PAGA Penalties”), of which twenty-five percent (25%) shall be distributed to Aggrieved Employees as Individual PAGA Payments and seventy-five percent (75%) shall be paid to the California Labor and Workforce Development Agency (“LWDA PAGA Payment”) pursuant to Labor Code § 2699(i).

3.2.5.1. Calculation of Individual PAGA Payments: The Administrator shall calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees’ twenty-five percent (25%) share of the PAGA Penalties by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying that result by each Aggrieved Employee’s individual number of pay periods worked during the PAGA Period. Aggrieved Employees shall assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.5.2. Adjustment and Reporting of PAGA Penalties: If the Court approves PAGA Penalties in an amount less than that proposed by the Parties, the Administrator shall allocate the unapproved portion to the Net Settlement Amount. The Administrator shall issue IRS Forms 1099 for all Individual PAGA Payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and shall also fund all amounts necessary to pay Defendant’s share of applicable employer-side payroll taxes, by transmitting such funds to the Administrator no later than forty-five (45) calendar days after the Court’s Final Approval Order becomes final (the “Funding Date”).

4.2. Payments from the Gross Settlement Amount. Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Administrator shall mail checks for all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. The disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede the disbursement of the Individual Class Payments and Individual PAGA Payments. The Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment is subject to any Court imposed limitation wherein a portion of the total attorney’s fee be held in the QSF pending the submission and approval of a final compliance status report after completion of the distribution process. Any remaining amount so withheld shall be paid to Class Counsel within seven (7) calendar days after the Court’s approval of a final compliance status report.

4.2.1. Mailing of Payments. The Administrator shall issue checks for Individual Class Payments and Individual PAGA Payments and send them via First-Class U.S. Mail, postage prepaid, to each Participating Class Member and Aggrieved Employee, respectively. The face of each check shall prominently state the date—not less than one hundred eighty (180) days after the date of mailing—on which the check will become void. The Administrator shall cancel all checks not cashed by the void date. The Administrator shall send Individual Class Payment checks to all Participating Class Members (including those whose Class Notice was returned undelivered) and

Individual PAGA Payment checks to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those whose Class Notice was returned undelivered). Prior to mailing any checks, the Administrator shall update all mailing addresses using the National Change of Address (NCOA) database.

4.2.2. Re-Mailing and Replacement Checks. The Administrator shall conduct a Class Member Address Search for any Class Member whose check is returned as undeliverable without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator shall re-mail the check to any forwarding address provided by USPS or to a new address obtained through the Class Member Address Search. The Administrator shall not be required to take further steps for checks re-mailed and again returned as undeliverable. Upon timely request from a Class Member before the void date, the Administrator shall issue a replacement check if the original was lost, misplaced, or stale dated.

4.2.3. Uncashed Checks and Unclaimed Funds. For any Class Member or Aggrieved Employee whose Individual Class Payment or Individual PAGA Payment check remains uncashed after the void date, the Administrator shall transmit the funds represented by such checks to the non-profit organization Legal Aid At Work under the doctrine of *cy pres* thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.2.4. Effect of Settlement Payments on Benefits. Payment of the Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to make any additional payments or confer any additional benefits (including, without limitation, 401(k) contributions, bonuses, or benefit-plan credits) beyond those expressly set forth in this Agreement. Such payments shall not be considered for purposes of determining eligibility for, vesting in, or participation in any benefit or welfare plan, including any plan governed by ERISA.

5. RELEASES OF CLAIMS. As of the Effective Date, Plaintiffs Christine Flynn and Crystal Ramirez, and Class Members, shall release claims against all Released Parties as follows:

5.1 Plaintiffs’ Releases. Plaintiffs, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and forever release and discharge the Released Parties from any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation which Plaintiffs have, own or hold, or claim to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned or held, or claimed to have, own or hold, or may have against the Released Parties, excluding only claims that, by law, may not be released. Plaintiffs’ Releases do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs’ Releases, Plaintiffs expressly waive and relinquish the provisions, rights, and

benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Participating Class Members. As of the Effective Date, all Participating Class Members shall be deemed to have released and discharged the Released Parties from any and all claims, demands, causes of action, rights, liabilities, or damages of every kind and nature, known or unknown, suspected or unsuspected, arising during the Class Period and relating to the allegations in the Actions, including: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the First Amended Complaint; and (b) any and all wage-and-hour or related statutory, regulatory, or common-law claims that could have been asserted based on the same facts, matters, transactions, or occurrences alleged therein, including claims premised on any duties or rights under California Labor Code sections 200, 201, 202, 203, 221, 225, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1199, and 2802; California Code of Regulations, Title 8, section 11060 et seq., and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders; and Business and Professions Code sections 17200 through 17208.

5.3 Release by Aggrieved Employees. As of the Effective Date, all Aggrieved Employees, whether or not they are Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and forever release and discharge the Released Parties from all claims to recover civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”) for alleged violations of the California Labor Code during the PAGA Period that were asserted in Plaintiff Christine Flynn’s PAGA Notice letter to the LWDA and any additional wage and hour claims for civil penalties under the PAGA that could have been brought based on the facts alleged in Plaintiff Christine Flynn’s PAGA Notice letter to the California Labor and Workforce Development Agency (“LWDA”). This release includes all PAGA claims premised on alleged violations of Labor Code sections 200, 201, 202, 203, 221, 225, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1199, 2699, and 2802, which are resolved by this Settlement.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs shall prepare and file a motion for preliminary approval (the “Motion for Preliminary Approval”) that complies with the Court’s applicable rules and checklist for class and PAGA settlements.

6.1 Plaintiffs’ Responsibilities. Plaintiffs shall prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including a draft notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, and a request for approval of the PAGA portion of the Settlement pursuant to Labor Code section 2699(f)(2); a draft proposed Order Granting Preliminary Approval of the Settlement; a draft proposed Class Notice; a signed declaration from Plaintiffs confirming their willingness and competency to serve as Class Representatives; a signed

declaration from Class Counsel attesting to their qualifications and competency to represent the Class Members; evidence of timely transmission to the California Labor and Workforce Development Agency (“LWDA”) of all required PAGA-related documents, including the initial notice of violations (Labor Code § 2699.3(a)), and this fully executed Agreement (Labor Code § 2699(1)(2)).

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel shall be jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement, obtaining a prompt hearing date for the Motion for Preliminary Approval, and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel shall be responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or the supporting declarations and documents, Class Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties, meeting in person or by telephone and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval, or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel shall expeditiously meet and confer in good faith to modify this Agreement and otherwise satisfy the Court’s concerns to the extent possible and agreeable to all Parties.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties shall jointly select ILYM Group, Inc. to perform the duties specified in this Agreement. As a condition of appointment, the Administrator shall agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified herein in exchange for payment of the Court-approved Administration Expenses. The Parties and their respective Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising from prior experience administering settlements.

7.2 Employer Identification Number. The Administrator shall use its own Employer Identification Number for purposes of calculating payroll-tax withholdings and reporting payments to federal and state tax authorities. The Administrator shall report payment of all amounts issued from the Gross Settlement Amount and Net Settlement Amount to all required tax and other authorities, withhold and remit all required taxes consistent with this Agreement, and issue the appropriate IRS and state tax forms.

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

7.4 Notice to Class Members.

7.4.1 Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator shall maintain the Class Data in strict confidence, use it solely for purposes of

administering this Settlement, and restrict access to only those employees of the Administrator who require such access to perform their duties under this Agreement. Defendant has a continuing duty to promptly notify Class Counsel if it discovers that the Class Data omitted or contained inaccurate identifying information for any Class Member and shall provide corrected or supplemental Class Data as soon as reasonably practicable. Without extending the deadline by which Defendant must initially transmit the Class Data to the Administrator, the Parties and their counsel shall use their best efforts in good faith to cooperate and resolve any issues related to incomplete or omitted Class Data as expeditiously as possible.

7.4.2 Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and confirm the total number of Class Members, Aggrieved Employees, Workweeks, and pay periods reflected in the Class Data.

7.4.3 Mailing of Class Notice. Using its best efforts to perform as soon as practicable, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator shall mail, via first-class United States Postal Service (“USPS”), the Class Notice substantially in the form attached hereto as **Exhibit A** to all Class Members identified in the Class Data. The first page of the Class Notice shall prominently display the estimated dollar amounts of the Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and pay periods used to calculate those amounts. Prior to mailing, the Administrator shall update Class Member addresses using the National Change of Address (“NCOA”) database.

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

7.4.5 Extension of Deadlines for Re-Mailed Notices. The deadlines for Class Members to submit written objections, challenges to workweek and/or pay-period calculations, or Requests for Exclusion shall be extended by an additional fourteen (14) calendar days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator shall inform those Class Members of the extended deadline in the re-mailed Class Notice.

7.4.6 Disputed or Omitted Class Members. If the Administrator, Defendant, or Class Counsel are contacted by—or otherwise become aware of—any person who believes they should have been included in the Class Data and should have received a Class Notice, the Parties shall expeditiously meet and confer in person or by telephone and in good faith to determine whether the person should be included as a Class Member. If the Parties agree to include such person, the Administrator shall promptly send, by email or overnight delivery, a Class Notice providing that the person shall exercise the options available under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice, or by the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt out of) the Class Settlement must send to the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than forty-five (45) calendar days after the Administrator mails the Class Notice, plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed. A Request for Exclusion must be a letter from the Class Member or the Class Member's authorized representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and either an email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator shall not reject a Request for Exclusion as invalid merely because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and that person's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise subject to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may request additional proof of the Class Member's identity, and the Administrator's determination of authenticity shall be final and binding, subject to Court approval.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion shall be deemed a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether that Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion shall be deemed a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class-action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of Judgment, any Non-Participating Class Member who qualifies as an Aggrieved Employee is deemed to have released the PAGA claims identified in Paragraph 5.3 of this Agreement and shall still receive an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice, plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed, to challenge the number of Class Workweeks and/or PAGA Pay Periods (if any) allocated to that Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail, and the Administrator shall encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator shall be entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise subject to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods, and its determinations of those challenges, to Defense Counsel and Class Counsel.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class-action components of the Settlement or to any provision of this Agreement, including objections to the fairness, adequacy, or reasonableness of the Settlement, and/or the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2 Participating Class Members may submit written objections to the Administrator by fax, email, or mail, or may appear in Court personally (or through their own attorney, at their own expense) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to submit a written objection to the Administrator must do so no later than forty-five (45) calendar days after the Administrator mails the Class Notice, plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed.

7.7.3 Non-Participating Class Members shall have no right to object to any of the class-action components of the Settlement or this Agreement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator shall establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and copies of this Settlement Agreement, the Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval (including the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment), the Final Approval Order, and the Judgment. The Administrator shall translate the Class Notice and any other communications with Class Members as required and shall maintain and monitor an email address and a toll-free telephone number to receive Class Member inquiries, faxes, and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator shall promptly review, on a rolling basis, all Requests for Exclusion to ascertain their validity. No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email to Class Counsel and Defense Counsel a list containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (the "Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion received, whether valid or invalid.

7.8.3 Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (the "Weekly Report").

7.8.4 Workweek and/or Pay Period Challenges. The Administrator shall have

authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member challenges to the calculation of Workweeks and/or Pay Periods. The Administrator's determination shall be final and not appealable or otherwise subject to challenge, but remains subject to Court review if necessary.

7.8.5 Administrator's Declaration. No later than fourteen (14) days before the date by which Plaintiffs must file the Motion for Final Approval of the Settlement, the Administrator shall provide Class Counsel and Defense Counsel with a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all obligations under this Agreement, including but not limited to its mailing of the Class Notice, the number of Class Notices returned as undeliverable and re-mailed, its efforts to locate Class Members, the total number of Requests for Exclusion (both valid and invalid) received, the number of written objections, and attaching the Exclusion List. The Administrator shall supplement its declaration as needed or as requested by the Parties or the Court. Class Counsel shall be responsible for filing the Administrator's declaration(s) with the Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds from the Gross Settlement Amount, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing, by employee identification number only, all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator shall prepare and deliver to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel shall be responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE AND ESCALATOR CLAUSE. Defendant estimates that, as of the date of this Agreement, there are approximately 7,171 Class Members who worked a total of 276,088 Workweeks during the Class Period, and approximately 3,435 Aggrieved Employees who worked a total of 65,167 pay periods during the PAGA Period. If the total number of workweeks ultimately exceeds 276,088 by more than 10% (i.e., exceeds 303,697 workweeks), the Escalator Clause shall apply, and Defendant shall increase the GSA on a pro-rata basis.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total number of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant exercises this election, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, that Defendant shall remain responsible for paying all Settlement Administration Expenses incurred up to that point. Defendant shall notify Class Counsel and the Court in writing of its election to withdraw no later than seven (7) calendar days after the Administrator transmits the final Exclusion List to Defense Counsel, and any untimely election to withdraw shall have no effect. The Parties shall thereafter meet and confer in good faith to determine whether a revised settlement can be reached and, if not, shall promptly notify the Court that the Settlement has been terminated.

10. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs shall file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA portion of the Settlement under Labor

Code section 2699, subdivision (l), a proposed Order and Judgment Granting Final Approval of the Settlement and supporting documents. Plaintiffs shall provide drafts of these documents to Defense Counsel seven (7) days prior to filing, and Class Counsel and Defense Counsel shall expeditiously meet and confer in good faith, in person or by telephone, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement—including, without limitation, the scope of release to be granted by Class Members—the Parties shall expeditiously work together in good faith to address the Court’s concerns by revising this Agreement as necessary to obtain Final Approval. If the Court does not grant Preliminary or Final Approval of the Settlement in all material respects and the Parties are unable to agree on revisions that satisfy the Court, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, that Defendant shall remain responsible for paying all Settlement Administration Expenses incurred to that point. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification within the meaning of this paragraph.

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

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

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement—including, without limitation, the scope of release to be granted by Class Members—this Agreement shall be null and void. Nevertheless, the Parties shall work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment, sharing equally (50-50) any additional Administration Expenses reasonably incurred after remittitur. An appellate decision modifying or reducing the Court’s award of the Class Representative Service Payment or any payment to Class Counsel shall not constitute a material

modification within the meaning of this paragraph, provided the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of disputed claims and is entered into solely to avoid the burden, expense, and uncertainty of continued litigation. Nothing in this Agreement shall be construed as or constitute an admission by Defendant that any of the allegations in the operative Complaints have merit or that Defendant has any liability for any of the claims asserted, nor shall it be construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class or representative action for any reason, and Defendant reserves all available defenses to the claims in the Actions. Plaintiffs likewise reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Actions shall have no bearing on and shall not be admissible in any litigation, except as necessary to enforce or effectuate the terms of this Settlement or this Agreement.

12.2 Limited Confidentiality Prior to and Following Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of the Settlement is granted, they will not disclose, disseminate, or publicize, or cause or permit any other person to disclose, disseminate, or publicize, any of the terms of this Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom shall be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party shall immediately notify all other Parties of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel further agree that, prior to the granting of the Motion for Preliminary Approval, they shall not, directly or indirectly, initiate any conversation or other communication with any third party regarding this Agreement or the matters giving rise to it, except to respond only that "the matter was resolved," or words to that effect. Nothing in this paragraph restricts Class Counsel's communications with Class Members in accordance with its ethical obligations.

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

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this

Agreement, together with all attached exhibits, shall constitute the entire integrated agreement between the Parties relating to the Settlement and shall supersede any and all prior or contemporaneous oral or written representations, warranties, covenants, agreements, or inducements made to or by any Party, including, without limitation, the Parties' Memorandum of Understanding.

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

12.6 Cooperation. The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement as necessary, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or upon any modification that may become necessary, the Parties shall refer any such disputes to the Mediator identified herein.

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

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

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

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

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict-of-law principles. The Parties agree that this Settlement constitutes a compromise and resolution of disputed claims not involving undisputed wages and that California Labor Code section 206.5 is therefore inapplicable to this Settlement.

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

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

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of Class Data provided by Defendant in connection with mediation, settlement negotiations, or the implementation of this Settlement, may be used only for purposes of administering and enforcing this Settlement and for no other purpose. Such information shall not be used in any manner that violates any contractual agreement, statute, or rule of court. No later than ninety (90) days after the Court discharges the Administrator's obligation to provide a declaration confirming the final payout of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of the Class Data received from Defendant unless, before that date, Defendant makes a written request to Class Counsel for the return rather than the destruction of such Class Data.

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

12.16 Calendar Days. Unless otherwise expressly stated, all references to "days" in this Agreement shall mean calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall automatically extend to the next business day.

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

To Plaintiffs:

Isandra Fernandez & Anthony L. Draper
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Email: isandra@jameshawkinsaplc.com; and
anthony@jameshawkinsaplc.com

Shaun Setareh
Eric Hahn
Victoria Mas
SETAREH LAW GROUP
420 N Camden Dr.
Beverly Hills, CA 90210
Email: shaun@setarehlaw.com;
eric@setarehlaw.com;
vmass@setarehlaw.com

To Defendant:

Michael Wertheim
GREENBERG TRAURIG, LLP
400 Capitol Mall, Suite 2400
Sacramento, CA 95814
Email: Michael.Wertheim@gtlaw.com

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile, electronically (for example, via DocuSign), or by email, and each such executed counterpart shall be deemed an original for all purposes. All executed counterparts, and each of them, shall together constitute one and the same instrument, and counsel for the Parties may exchange signed counterparts electronically. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. Upon execution of this Agreement, the Parties agree that all proceedings in the Actions shall be stayed, except as necessary to effectuate the terms of this Agreement and to seek Court approval of the Settlement. The Parties further agree that, pursuant to California Code of Civil Procedure section 583.330, the time period for bringing the Actions to trial under Code of Civil Procedure section 583.310 shall be extended for the entire duration of the settlement-approval process.

BY PLAINTIFF

Dated: _____

CHRISTINE FLYNN

Dated: 7/2/2026


ID i36HdacphwkNpbXwEZcyivEx

CRYSTAL RAMIREZ

BY DEFENDANT

GOODWILL INDUSTRIES OF THE
GREATER EAST BAY, INC.

Dated: _____

By:
Its: Authorized Signatory

BY PLAINTIFF'S COUNSEL

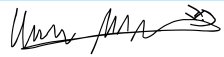
JAMES HAWKINS APLC

Dated: _____

Isandra Fernandez
Anthony Draper
Attorneys for Plaintiff Christine Flynn

SETAREH LAW GROUP

Dated: 7/2/2026


ID 2rUJtnvNU2qcoZ7jqvZEc6te

Shaun Setareh
Eric Hahn
Victoria Mas
Attorneys for Plaintiff Crystal Ramirez

BY DEFENSE COUNSEL

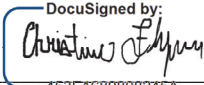
GREENBERG TRAURIG, LLP

Dated: _____

Michael Wertheim
Attorney for Defendant
Goodwill Industries of the Greater East Bay,
Inc.

BY PLAINTIFF

Dated: 7/14/2026 _____

DocuSigned by:

453F1689808245A

CHRISTINE FLYNN

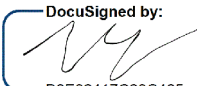
Dated: _____

CRYSTAL RAMIREZ

BY DEFENDANT

Dated: 07/14/2026 _____

GOODWILL INDUSTRIES OF THE
GREATER EAST BAY, INC.

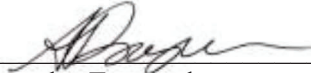
DocuSigned by:

B6E02417C20C465...

By:
Its: Authorized Signatory

BY PLAINTIFF'S COUNSEL

Dated: 07/14/2026 _____

JAMES HAWKINS APLC



Isandra Fernandez
Anthony Draper
Attorneys for Plaintiff Christine Flynn

SETAREH LAW GROUP

Dated: _____

Shaun Setareh
Eric Hahn
Victoria Mas
Attorneys for Plaintiff Crystal Ramirez

BY DEFENSE COUNSEL

Dated: July 16, 2026 _____

GREENBERG TRAURIG, LLP



Michael Wertheim
Attorney for Defendant

Goodwill Industries of the Greater East Bay,
Inc.

Exhibit A

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

Christine Flynn v. Goodwill Industries of the Greater East Bay, Inc.

Alameda County Superior Court Case No. 22CV005118

and

Crystal Ramirez v. Goodwill Industries of the Greater East Bay, Inc., et al.,

Alameda County Superior Court Case No. 22CV011657

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

You may be eligible to receive money from employee class action lawsuits ("Actions") Against Defendant Goodwill of the San Francisco Bay, formerly known as Goodwill Industries of the Greater East Bay, Inc. ("Defendant" or "Goodwill" is used herein as a placeholder) for alleged wage and hour violations. The Actions were filed by former Goodwill employees Christine Flynn and Crystal Ramirez ("Plaintiffs") on behalf of the following group of individuals: a class of current and former non-exempt hourly employees ("Class Members") who worked for Defendant during the Class Period January 7, 2018 to September 20, 2025.

Plaintiff also seeks civil penalties pursuant to the California Private Attorney General Act ("PAGA") for all current and former non-exempt hourly employees who worked for Defendant during the PAGA Period (January 6, 2021 to September 20, 2025) ("Aggrieved Employees").

The proposed settlement has two main parts: (1) a class settlement requiring Defendant to fund individual class payments, and (2) a PAGA settlement requiring Defendant to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the parties' current assumptions, **your individual class payment is estimated to be \$<<____>> (less withholding) and your individual PAGA payment is estimated to be \$<<____>>**. 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 Defendant's records you are not eligible for an individual PAGA payment under the settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked <<____>> workweeks** during the Class Period and **you worked <<____>> workweeks** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

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

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed settlement and be eligible for an individual class payment and/or an individual PAGA payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the class settlement (opt-out) by submitting the written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this notice.
The Opt-out Deadline is [45 days after the Class Notice is mailed]	You cannot opt-out of the PAGA portion of the proposed settlement. Defendant must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [45 days after the Class Notice is mailed]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this notice.
You Can Participate in the [month / day 2026] Final Approval Hearing	The Court's final approval hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [45 days after the Class Notice is mailed]	The amount of your individual class payment and individual 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 Defendant's records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by [45 days after the Class Notice is mailed]. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Defendant employees. The Action accuses Defendant of violating California labor laws by failing to pay hourly wages, overtime wages, minimum wages, wages due upon termination and reimbursable expenses, failing to provide meal periods, rest breaks and accurate itemized wage statements, and violation of the unfair competition law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.).

Plaintiff is represented by attorneys in the Action: James R. Hawkins, Isandra Fernandez, and Anthony L. Draper of James Hawkins APLC, and Shaun Setareh, Eric Hahn, and Victoria Mas of Setareh Law Group.

Defendant strongly denies Plaintiffs' claims and believes the facts support its defenses. ,

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

The Court has not decided if Defendant or Plaintiffs are correct. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and Defendant 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. Significantly, by agreeing to settle, Defendant does not admit any violations or concede that Plaintiffs' accusations are true. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Defendant 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. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. Defendant will Pay \$875,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendant 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, a class representative service payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, Defendant will fund the Gross Settlement not more than [45] days after the Court's Final Approval Order becomes final. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the final approval hearing, 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:
 - A. Up to \$306,250.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$20,000.00 (\$10,000.00 each) to Plaintiffs as class representative awards for filing the Actions, working with Class Counsel and representing the Class. A class representative award will be the only monies each named Plaintiff will receive other than Plaintiffs' individual class payments and any individual PAGA payments.
 - C. Up to \$40,000.00 to the Administrator for services administering the settlement.
 - D. Up to \$40,000.00 for PAGA penalties, allocated 75% to the LWDA and 25% to individual PAGA payments to Aggrieved Employees based on their pay periods during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making individual class payments to Participating Class Members based on their Class Period workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 25% of each individual class payment to taxable wages ("Wage Portion") and 75% to interest and penalties. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the individual PAGA payments and the Non-Wage Portions of the individual class payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be

automatically cancelled, and the monies will irrevocably be lost to you because they will be paid to the non-profit organization Legal Aid at Work.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than 45 calendar days after the Administrator mails the Class Notice, plus an additional fourteen 14 calendar days for Class Members whose Class Notice is re-mailed, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the response deadline. The request for exclusion is typically a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the settlement will be void, Defendant will not pay any money, and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator"), to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section IX of this notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid Defendant's share of applicable employer-side 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 Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Actions and resolved by this settlement.

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

As of the Effective Date, all Participating Class Members shall be deemed to have released and discharged the Released Parties from any and all claims,

demands, causes of action, rights, liabilities, or damages of every kind and nature, known or unknown, suspected or unsuspected, arising during the Class Period and relating to the allegations in the Actions, including: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the First Amended Complaint; and (b) any and all wage-and-hour or related statutory, regulatory, or common-law claims that could have been asserted based on the same facts, matters, transactions, or occurrences alleged therein, including claims premised on any duties or rights under California Labor Code sections 200, 201, 202, 203, 221, 225, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1199, and 2802; California Code of Regulations, Title 8, section 11060 et seq., and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders; and Business and Professions Code sections 17200 through 17208.

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

The Aggrieved Employees’ Release is as follows:

As of the Effective Date, all Aggrieved Employees, whether or not they are Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and forever release and discharge the Released Parties from all claims to recover civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”) for alleged violations of the California Labor Code during the PAGA Period that were asserted in Plaintiff Christine Flynn’s PAGA Notice letter to the LWDA and any additional wage and hour claims for civil penalties under the PAGA that could have been brought based on the facts alleged in Plaintiff Christine Flynn’s PAGA Notice letter to the California Labor and Workforce Development Agency (“LWDA”). This release includes all PAGA claims premised on alleged violations of Labor Code sections 200, 201, 202, 203, 221, 225, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1199, 2699, and 2802, which are resolved by this Settlement.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing the amount to be distributed to Aggrieved Employees (i.e., \$10,000.00) by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.
3. Workweek Challenges. The number of Workweeks you worked during the Class Period, as recorded in Defendant's records, is stated in the first page of this notice. You have until <<Response Deadline>> to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant'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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

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

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 IX of this notice has the Administrator's contact information.

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

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Christine Flynn v. Goodwill Industries of the Greater East Bay, Inc.*, Alameda County Superior Court Case No. 22CV005118, and *Crystal Ramirez v. Goodwill Industries of the Greater East Bay, Inc., et al.*, Alameda County Superior Court Case No. 22CV011657 and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by [45 days after the Class Notice is mailed], or it will be invalid.** Section IX of the notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the [month / day 2026] final approval hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website (url).

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [45 days after the Class Notice is mailed].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Actions as *Christine Flynn v. Goodwill Industries of the Greater East Bay, Inc.*, Alameda County Superior Court Case No. 22CV005118, and *Crystal Ramirez v. Goodwill Industries of the Greater East Bay, Inc., et al.*, Alameda County Superior Court Case No. 22CV011657 and include your name, current address, telephone number and approximate dates of employment for Defendant and sign the objection. Section IX of this notice has the Administrator's contact information.

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 VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on [month / day 2026] at [time] in Department 21 of the Superior Court of Alameda County, located at 1221 Oak Street, Oakland, CA 94612. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. 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 [url] beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to ILYM's website at [url]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://eportal.alameda.courts.ca.gov/?q=node/388> and entering the Case Number for the Action, Case No. 22CV005118.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Isandra Fernandez
Anthony L. Draper
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
isandra@jameshawkinsaplc.com
anthony@jameshawkinsaplc.com

Shaun Setareh
Eric Hahn
Victoria Mas
SETAREH LAW GROUP
420 N Camden Dr.
Beverly Hills, CA 90210
shaun@setarehlaw.com;
eric@setarehlaw.com;
vmass@setarehlaw.com

Settlement Administrator:

ILYM Group, Inc.

Email Address:

2832 Walnut Ave. Suite C

Tustin, CA 92780

888-250-6810

Fax Number:

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 will have no way to recover the money.

X. 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.

EXHIBIT 2

JAMES *JH* HAWKINS
A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

January 6, 2022

Via LWDA Website:

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail:

GOODWILL INDUSTRIES OF THE
GREATER EAST BAY, INC.
1301 30TH Avenue
Oakland, CA 94601
Receipt No. 7021 0950 0000 7376 6344

GOODWILL INDUSTRIES OF THE
GREATER EAST BAY, INC.
Agent for Service of Process:
JACKSON LAW GROUP, PC
100 Pine Street, Suite 1250
San Francisco, CA 94111
Receipt No. 7021 0950 0000 7376 6337

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2699 *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff, Christine Flynn, on behalf of herself and all others similarly situated gives NOTICE to file and/or amend a civil action pursuant to Labor Code Sections 2699, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency ("LWDA"), Goodwill of Greater East Bay, Inc. Plaintiff hereby attaches the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code plaintiff alleges have been violated including the facts and theories. All labor provision violations alleged in the Complaint PERTAIN TO ALL ENTITIES AND INDIVIDUALS NAMED IN THE COMPLAINT even if not specifically specified.

Please advise by certified mail within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you.

If you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Kacey E. Cook, Esq.

Enclosures: Complaint

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Attorneys for Plaintiff, CHRISTINE FLYNN
on behalf of herself and all others similarly situated

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

CHRISTINE FLYNN on behalf of herself and
all others similarly situated

Plaintiff,

vs.

GOODWILL INDUSTRIES OF THE
GREATER EAST BAY, INC., a California
corporation, and DOES 1 through 50, inclusive,
Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages**
- 2) Failure to Provide Lawful Meal
Periods or Compensation in Lieu
Thereof**
- 3) Failure to Provide Lawful Rest
Periods or Compensation in Lieu
Thereof**
- 4) Failure to Timely Pay Wages During
Employment**
- 5) Failure to Timely Pay Wages At
Termination**
- 6) Knowing and Intentional Failure to
Comply With Itemized Employee
Wage Statement Provisions**
- 7) Failure to Indemnify Employees**
- 8) Violations of the Unfair Competition
Law**

JURY TRIAL DEMANDED

1 Named Plaintiffs allege as follows

2 **I.**

3 **INTRODUCTION**

4 1. Plaintiff CHRISTINE FLYNN (“Plaintiff”) asserts the following Class Action
5 claims, pursuant to Code of Civil Procedure section 382, against Defendants GOODWILL
6 INDUSTRIES OF THE GREATER EAST BAY, INC. (hereinafter “GOODWILL”), and Does
7 1 through 50 inclusive, (collectively “Defendant”)

8 2. Plaintiff bring this class action on behalf of herself and all similarly situated
9 employees not classified as “Exempt” or primarily employed in executive, professional, or
10 administrative capacities, employed by, or formerly employed by Defendant in California.
11 (hereinafter referred to as “Non-Exempt Employees” and/or “Class Members”).

12 3. During the liability period, defined as the applicable statute of limitations for each
13 and every cause of action contained herein, Defendants enforced shift schedules, employment
14 policies and practices and/or workload requirements wherein Plaintiff and Non-Exempt
15 Employees were, amongst other statutory violations not paid all lawful wages owed; not provided
16 compliant rest and meal periods; not provided accurate itemized wage statements, and not paid
17 timely wages during their employment and/or at termination.

18 4. Plaintiff on behalf of herself and Non-Exempt Employees, brings this action
19 pursuant to Labor Code sections 201, 202, 203, 204, 226, 210, 226.7, 510, 512, 558, 1194, 1198,
20 1199, 2802 Title 8, Section 11070, any other applicable Industrial Welfare Commission (“IWC”)
21 Wage Orders seeking unpaid lawful wages, unpaid rest and meal period compensation, expense
22 reimbursements, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

23 5. Plaintiff, on behalf of herself and all Class Members, pursuant to Business and
24 Professions Code sections 17200-17208, also seeks restitution from Defendants based on
25 Defendants’ violations of California Labor Code of Regulations, Title 8, section 11050 *et seq.*

26 **II.**

27 **VENUE**

28 6. Venue as to each Defendant is proper in this judicial district pursuant to Code of

1 Civil Procedure section 395. Defendants conduct substantial and continuous commercial
2 activities in Alameda County and each Defendant is within the jurisdiction of this Court for
3 service of process purposes. Defendants employ numerous Class Members in Alameda County.

4 7. Plaintiff is, and at all times mentioned in this complaint was, a resident of
5 California.

6 **III.**

7 **PARTIES**

8 8. On information and belief, GOODWILL sells donated second-hand retail items
9 throughout California and the United States.

10 9. The true names and capacities of Defendants, whether individual, corporate,
11 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
12 Plaintiff, who therefore sues Defendant by such fictitious names under Code of Civil Procedure
13 section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the
14 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful
15 acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
16 true names and capacities of the Defendants designated hereinafter as DOES when such identities
17 become known.

18 10. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
20 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
21 Defendants are legally attributable to the other Defendants.

22 **IV.**

23 **FACTUAL BACKGROUND**

24 11. Plaintiff was employed by Defendants on or about September 2020 as an assistant
25 manager trainee and cashier. Plaintiff occupied said non-exempt, hourly position until the last
26 day of her employment on or about January 15, 2021.

27 12. As an assistant manager trainee and cashier, Plaintiff's job duties included, but
28 were not limited to, working the cash register, preparing inventory for sale, counting money, and

1 assisting customers.

2 13. During the relevant time period, Defendants exercised control over the wages,
3 hours and/or work conditions of Defendants and Non Exempt Employees.

4 14. During the relevant time period, Plaintiff and Non Exempt Employees typically
5 worked five to six days a week. During their scheduled work days, Plaintiff and Class Members
6 were typically scheduled to work shifts of eight (8) hours, which on certain days lasted longer.

7 15. During the relevant time period, Defendants implemented policies and practices
8 which resulted in Plaintiff and Non Exempt Employees working “off the clock” and without
9 compensation. For instance before the scheduled start of their shifts, Plaintiff and Non Exempt
10 Employees were required submit to a bag check prior to clocking in each day, and when
11 returning from meal periods, a process that could take up to five (5) minutes. Plaintiff, and on
12 information and belief, Non-Exempt Employees were not compensated for the work performed
13 “off the clock.”

14 16. During the relevant period, Defendants implemented a timekeeping policy and
15 practice for Non-Exempt Employees which rounded their clock-in and clock-out times in a
16 manner that resulted in a loss of time worked. As a result, Class Members were consistently
17 underpaid and were required to work off the clock and without pay. Plaintiff contends this policy
18 is not neutral and results, over time, to the Class members’ detriment by systematically
19 undercompensating without pay

20 17. During the relevant time period, due to the demands of the work shifts, Plaintiff
21 and Non Exempt Employees were required to work without being permitted or authorized a
22 minimum ten (10) minute rest period for every four hours or major fraction thereof worked. For
23 example, Plaintiff and Non-Exempt Employees often had their first rest period cut short to assist
24 customers or other staff, and were not provided a second ten (10) minute rest period when they
25 worked an eight (8) hour shift. Plaintiff and, on information and belief, Non-Exempt Employees
26 were not paid one (1) hour of pay at their regular rate of compensation for each workday that a
27 compliant was rest period was not provided, in violation of California labor laws, regulations and
28 IWC Wage Order.

1 18. During the relevant time period, Plaintiff and Non-Exempt Employees were not
2 provided with an uninterrupted 30 minute meal period within the first five (5) hours of their shift.
3 For example, Plaintiff frequently had her meal breaks interrupted or cut short in order to assist at
4 the cash register or perform other duties. Plaintiff and Non-Exempt Employees were not
5 provided one (1) hour of pay for each workday that a compliant meal period was not provided, in
6 violation of California labor laws, regulations, and IWC Wage Orders

7 19. On information and belief, Defendants willfully failed to pay all earned wages in a
8 timely manner to Non Exempt Employees during their employment and at the termination of
9 their employment all compensation due, including but not limited to all wages owed including
10 overtime and compensation for having failed to properly provide rest periods and meal periods.

11 20. Defendants have also failed indemnify Plaintiff and Employees for expenses
12 incurred in direct consequence of the discharge of their duty. For example, as stated above,
13 Plaintiff and Employees were required to use their personal phones both during shifts for various
14 tasks, such as researching the value of inventory items, to determine their price for sale.

15 21. During the liability period, Plaintiff and Non-Exempt Employees working as
16 “cashiers” were required to stand in the performance of their job duties. GOODWILL did not
17 provide suitable seating in accordance with applicable IWC Wage Order 14 and California law
18 despite that the nature of the cashiers’ work reasonably permits the use of seats.

19 22. Defendants have also failed to maintain accurate itemized records reflecting total
20 hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage
21 statements reflecting total hours worked and appropriate rates of pay for those hours worked.

22 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant
23 currently employ and during the relevant period have employed over one hundred (100) Non
24 Exempt Employees in California.

25 24. Non-Exempt Employees employed by Defendants, at all times pertinent hereto,
26 have been non-exempt employees within the meaning of the California Labor Code and the
27 implementing rules and regulations of the IWC California Wage Orders.

28

V.

CLASS ALLEGATIONS

25. Plaintiff seeks to represent a Class comprised of and defined as: All persons who are or were employed by Defendants in the state of California as hourly non-exempt employees or primarily employed in executive, professional, or administrative capacities and who occupied positions of “cashier”, “assistant manager” similar positions within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

26. Plaintiff also seeks to represent Subclasses which are composed of persons satisfying the following definitions:

a. All Class Members in the state of California who were not accurately and fully paid all lawful wages owed to them including proper minimum wage and/or overtime compensation for all their hours worked;

b. All Class Members in the state of California who have not been provided compliant thirty (30) minute meal period when they worked over five hours in a work shift by the end of the fifth hour and were not provided compensation in lieu thereof;

c. All Class Members in the state of California who, within the liability period, have not been authorized and permitted to take a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked per day and were not provided compensation in lieu thereof;

d. All Class Members in the state of California who, within the liability period, were not timely paid all wages due and owed to them during their employment with Defendant;

e. All Class Members in the state of California who, within the liability period, were not timely paid all wages due and owed to them upon the termination of their employment with Defendant; and

f. All Class Members in the state of California who, within the liability period, were not provided with accurate and complete itemized wage statements.

1 g. All Class Member in the state of California who occupied positions of
2 “cashier” “assistant manager” and similar positions within the statutory liability period and were
3 not indemnified for expenses incurred in direct consequence of the discharge of their duty.

4 27. Plaintiff also seeks to represent a Subclass consisting of all Employees employed
5 by Defendants in California who within the statutory liability period were not indemnified for
6 expenses incurred in direct consequence of the discharge of their duty.

7 28. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
8 or modify the class description with greater specificity or further division into subclasses or
9 limitation to particular issues.

10 29. This action has been brought and may properly be maintained as a class action
11 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
12 defined community of interest in the litigation and the proposed Class is easily ascertainable.

13 **A. Numerosity**

14 30. The potential members of the Class as defined are so numerous that joinder of all
15 the members of the Class is impracticable. While the precise number of Class Members has not
16 been determined at this time, Plaintiff is informed and believes that Defendants currently employ,
17 and/or during the relevant time period employed, approximately over 100 Non-Exempt
18 Employees in California who are or have been affected by Defendants' unlawful practices as
19 alleged herein.

20 **B. Commonality**

21 31. There are questions of law and fact common to the Class predominating over any
22 questions affecting only individual Class Members. These common questions of law and fact
23 include, without limitation:

24 i. Whether Defendant violated Labor Code sections 510, 1194 and applicable IWC
25 Wage Orders by failing to pay all earned wages including correct overtime compensation to Non-
26 Exempt Employees who worked in excess of eight (8) hours in a work day and/or more than forty
27 (40) hours in a workweek for time spent under Defendants' control and working “off the clock”;

28 ii. Whether Defendants, through their time clock rounding practices and policies

1 violated Labor Codes sections 200, 1194, and 1197 for failing to pay minimum wages to Non-
2 Exempt Employees for time spent under Defendants' control and working "off the clock" without
3 pay

4 iii. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197 for
5 failing to pay minimum wages for time spent under the Defendants' control and working "off the
6 clock" without pay;

7 iv. Whether Defendant violated Labor Code sections 226.7, 512 and applicable IWC
8 Wage Order by failing to provide statutorily compliant thirty (30) minute meal periods to Non-
9 Exempt Employees on days in which they worked in excess of 5 hours and failing to compensate
10 said employees one hour wages in lieu of meal periods;

11 v. Whether Defendant violated Labor Code section 226.7 and applicable IWC Wage
12 Orders by failing to authorize and permit minimum ten (10) minute rest periods to Non-Exempt
13 Employees for every four hours or major fraction thereof worked and failing to compensate said
14 employees one hours wages in lieu of rest periods;

15 vi. Whether Defendant violated sections 201-203 of the Labor Code by failing to pay
16 all earned wages and/or premium wages due and owing at the time that any Class Members'
17 employment with Defendant terminated;

18 vii. Whether Defendant violated sections 226 of the Labor Code and applicable IWC
19 Wage Orders by failing to, among other violations, maintain accurate records of Non-Exempt
20 Employees' earned wages, work periods, meal periods and deductions;

21 viii. Whether Defendants violated section 2802 of the Labor Code by not indemnifying
22 Non-Exempt employees for expenses incurred in being required to use their personal phones in
23 the performance of their job duties.

24 ix. Whether Defendant violated section 17200 *et seq.* of the Business and Professions
25 Code through their violation of the above-referenced Labor Code and Civil Code sections
26 and applicable IWC Wage Orders which violation constitutes a violation of fundamental public
27 policy.

28 **C. Typicality**

32. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

33. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

34. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendant's unlawful policy and/or practice herein complained of.

35. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI. CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages Including Minimum and/or Overtime Wages
(Lab. Code §§ 510, 1194 1199)
(Against All Defendants)

36. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

37. As alleged herein, during the statutory liability period, Defendants' policies, practices and work shift requirements resulted in Plaintiff and Non-Exempt Employees working "off the clock" and not receiving compensation for all earned wages including overtime in

violation of California state wage and hour laws.

38. As alleged herein, during the statutory liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees working in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's correct regular rate of pay.

39. As alleged herein, during the statutory liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees not receiving minimum wages for time spent under Defendants' control and working off the clock without pay. Labor Code §1197 provides that employees are to be paid minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a lesser wage than the established is unlawful.

40. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of compensation for all earned wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194

41. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§ 226.7, 512, IWC Wage Orders)
(Against All Defendants)

42. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

43. As alleged herein, by their failure to provide Plaintiff and Non Exempt Employees an uninterrupted 30 minute meal period by the end of the fifth hour of each shift and not providing compensation for such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

44. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class

Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff and Class Members.

45. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §226.7.

46. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Third Cause of Action

Failure to Provide Rest Periods

Or Compensation in Lieu Thereof

(Lab. Code §§226.7, IWC Wage Orders)

(Against All Defendants)

47. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

48. As alleged herein, by their failure to provide a minimum ten (10) minute rest period for every four hours or major fraction thereof worked per day by Non Exempt Employees, and failing to provide compensation for such non-provided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and IWC applicable Wage Orders.

49. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §226.7.

50. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Fourth Cause of Action

Failure to Timely Pay Wages During Employment

(Lab. Code § 204)

(Against All Defendants)

51. Plaintiff repeats and incorporates herein by reference each and every allegation set

1 forth above, as though fully set forth herein..

2 52. Labor Code section 204 requires that all wages are due and payable twice in each
3 calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other
4 sections became due and payable to Plaintiff and Class Members in each month that he or she
5 was not paid all lawful wages owed or provided with lawful meal period or rest period to which
6 he or she was entitled. Defendants violated Lab. Code §204 by failing to pay said wages when
7 they were due and payable.

8 53. Labor Code section 210 (a) provides that “In addition to, and entirely independent
9 and apart from, any other penalty provided in this article, every person who fails to pay the wages
10 of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
11 1197.5, shall be subject to a penalty as follow:

12 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
13 employee.

14 (2) For each subsequent violation, or any willful or intentional violation, two hundred
15 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
16 withheld.

17 54. As a result of the unlawful acts of Defendants alleged herein, Plaintiff and the
18 Class she seeks to represent have been deprived of wages in amounts to be determined at trial,
19 and are entitled to recovery of such amounts, plus interest and penalties.

20 55. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
21 described herein and below.

22 **Fifth Cause of Action**

23 Failure to Timely Pay Wages Due At Termination

24 (Lab. Code §§ 201-203)

25 (Against All Defendants)

26 56. Plaintiff repeats and incorporates herein by reference each and every allegation set
27 forth above, as though fully set forth herein.

28 57. Sections 201 and 202 of the California Labor Code require Defendant to pay its
employees all wages due within 72 hours of termination of employment. Section 203 of the

1 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
2 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
3 full or an action is commenced. The penalty cannot exceed 30 days of wages.

4 58. As alleged herein, affected class members are entitled to compensation for all
5 forms of wages earned, including, overtime compensation, minimum wage, and compensation
6 for non provided rest and meal periods but to date have not received such compensation therefore
7 entitling them Labor Code section 203 penalties.

8 59. More than 30 days have passed since Plaintiff and affected Class Members have
9 left Defendants' employ, and on information and belief, have not received payment pursuant to
10 Labor Code §203. As a consequence of Defendant's willful conduct in not paying all earned
11 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
12 section 203 for failure to pay legal wages.

13 60. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
14 described herein and below.

15 **Sixth Cause of Action**

16 Knowing and Intentional Failure to Comply With Itemized Employee
17 Wage Statement Provisions
(Lab. Code § 226(b))
(Against All Defendants)

18 61. Plaintiff repeats and incorporates herein by reference each and every allegation set
19 forth above, as though fully set forth herein.

20 62. Section 226(a) of the California Labor Code requires Defendant to itemize in
21 wage statements all deductions from payment of wages and to accurately report total hours
22 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require Defendant
23 to maintain time records showing, among others, when the employee begins and ends each work
24 period, meal periods, split shift intervals and total daily hours worked in an itemized wage
25 statement, and must show all deductions and reimbursements from payment of wages, and
26 accurately report total hours worked by Plaintiff and the members of the proposed class. On
27 information and belief, Defendant has failed to record all or some of the items delineated in
28 Industrial Wage Orders and Labor Code §226.

63. As alleged herein, Plaintiff and Class Members have been injured by Defendant's actions by rendering them unaware of the full compensation to which they were entitled under applicable provisions of the California Labor Code and applicable IWC Wage Orders.

64. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a maximum of \$4,000.00 each for record-keeping violations.

65. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Seventh Cause of Action

Failure to Indemnify Employees for Expenditures
(Lab. Code § 2802)
(Against All Defendants)

66. Plaintiff repeats and incorporates herein by reference every allegation set forth above, as though fully set forth herein.

67. As set forth above, Section 2802 of the California Labor Code requires Defendant to indemnify employees for all necessary expenditures incurred in direct consequence of the discharge of her duties.

68. Defendant violated Section 2802 by, among other things, failing to indemnify Plaintiff, and all Exempt and Non Employees for expenditures incurred for using personal cellular phones in the performance of their job duties.

69. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have incurred expenditures in amounts to be determined at trial.

70. WHEREFORE, Plaintiff, and the Class she seeks to represent, request relief as described herein and below.

Eighth Cause of Action

Violation of Unfair Competition Law
(Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

71. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

72. Business & Professions Code Section 17200 provides:

As used in this chapter, unfair competition shall mean and include any **unlawful, unfair** or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.) (Emphasis added.)

73. Defendants' violations of the Labor Code and Wage Order provisions set forth above constitute unlawful and/or unfair business acts or practices.

74. The actions of Defendants, as alleged within this Complaint, constitute false, fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of Business and Professions Code section 17200, *et seq.*

75. Plaintiff and Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein.

76. As a direct and proximate result of the unfair business practices of Defendants, and each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and members of the Plaintiffs Class as a result of the business acts and practices described herein

77. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

VII.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
5. For premium pay and penalties pursuant to Labor Code §§ 203, 204, 226;
6. For attorneys' fees, interests and costs of suit under Labor Code §§ 226, 1194, 2802; and
7. For such other and further relief as the Court deems just and proper.

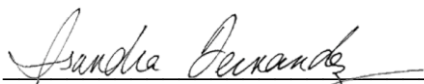
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of claims by jury to the extent authorized by law.

Dated: January 6, 2022

JAMES HAWKINS, APLC



James R. Hawkins, Esq.

Isandra Y. Fernandez, Esq.

Kacey E. Cook, Esq.

Attorneys for Plaintiff

CHRISTINE FLYNN