

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com
Zachary D. Greenberg (SBN 331501)
zgreenberg@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

DARIUS YOUNG, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

M. ARTHUR GENSLER JR. & ASSOCIATES,
INC., a California corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22STCV07284

CLASS ACTION

*[Assigned for all purposes to Hon. Lawrence
P. Riff, Dept. 07]*

**DECLARATION OF JUSTIN F.
MARQUEZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

*[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Final Approval of
Class Action Settlement, Memorandum of
Points and Authorities; Declarations of Darius
Young and William Argueta (Settlement
Administrator) in Support of Motion; and
[Proposed] Order Granting Motion.]*

FINAL APPROVAL HEARING

Date: October 5, 2023

Time: 10:00 a.m.

Dept: 7

Complaint filed: February 28, 2022

FAC filed: July 25, 2022

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, the counsel of record for Plaintiff Darius Young (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiff’s Motion for Final Approval of Class Action Settlement.

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and putative class members worked in California as hourly-paid, non-exempt employees for Defendant during the class period. Defendant specializes in architecture, design, and planning, with multiple locations internationally, in the United States, and in California. Plaintiff worked at Defendant’s location in Downtown Los Angeles.

4. On February 28, 2022, Plaintiff filed a putative wage-and-hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and/or timely pay meal period premium

1 pay; (4) failure to authorize and permit rest periods and/or timely pay rest period premium pay; (5)
2 failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage
3 statements; and (7) violation of California’s Unfair Competition Law, California Business and
4 Professions Code §§ 17200, *et seq.* On July 25, 2022, Plaintiff filed his First Amended Class and
5 Representative Action Complaint, which added a cause of action for civil penalties under PAGA
6 (“Operative Complaint”).

7 5. Prior to Plaintiff’s action, Defendant settled a prior class action entitled *James*
8 *Hardin v. M. Arthur Gensler Jr., & Associates, Inc.*, Los Angeles County Superior Court, Case
9 No. BC646526, whose class definition had a slight overlap with the class period in this case.
10 Therefore, the relevant class period at issue here is from April 5, 2018 (the day after the defined
11 class period in the Hardin Action ended) through June 5, 2023, the date this Court preliminarily
12 approved the Settlement. (“Class Period”).

13 DISCOVERY AND INVESTIGATION

14 6. Following the filing of the Complaint, the Parties exchanged documents and
15 information before mediating this action. Defendant produced a 25% sampling of timekeeping and
16 pay records for the class members. Defendant also provided documents of their wage and hour
17 policies and practices during the class period and information regarding the total number of current
18 and former employees in its informal discovery responses.

19 7. After reviewing documents regarding Defendant’s wage and hour policies and
20 practices, and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to
21 evaluate the probability of class certification, success on the merits, and Defendant’s maximum
22 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding
23 the claims and defenses asserted in the Litigation. Class Counsel reviewed these records and
24 utilized an expert to prepare a damages analysis prior to mediation

25 SETTLEMENT NEGOTIATIONS

26 8. On September 21, 2022, the Parties participated in private mediation with
27 experienced class action mediator, David Phillips, Esq. The mediation was conducted via Zoom.
28 The settlement negotiations were at arm’s length and, although conducted in a professional manner,

1 were adversarial. The Parties went into the mediation willing to explore the potential for a
2 settlement of the dispute, but each side was also prepared to litigate their position through trial and
3 appeal if a settlement had not been reached.

4 9. After extensive negotiations and discussions regarding the strengths and
5 weaknesses of Plaintiff's claims and Defendant's defenses, the Parties were able to reach a
6 resolution, the material terms of which are encompassed within the Settlement Agreement.
7 Attached as **Exhibit 1** is a true and correct copy of the Stipulation of Class and PAGA Action
8 Settlement and Release ("Settlement" or "Settlement Agreement"), with the Class Notice attached
9 as **Exhibit A**; and attached as **Exhibit 2** is a true and correct copy of the redlined version of the
10 Los Angeles County Superior Court Complex Department Model Class Action and PAGA
11 Settlement Agreement and Class Notice (which the Parties based the Settlement Agreement and
12 Class Notice upon, which has been redlined to show the changes to the Model Agreement and
13 Class Notice).

14 10. The Settlement includes \$60,000.00 allocated to Plaintiff's claims under PAGA,
15 with 75% (\$45,000.00) of which is being paid to the LWDA and 25% (\$15,000.00) being paid to
16 the Participating PAGA Members. (Settlement, §3.2.5.) Class Counsel submitted the proposed
17 settlement to the LWDA before filing this Motion for Final Approval.

18 11. The Settlement provides that Defendant will not oppose a fee application of up to
19 33 1/3% (\$157,565.51¹) of the Gross Settlement Amount, plus out-of-pocket costs not to exceed
20 \$15,000.00. (Settlement, § 3.2.2.)

21 12. I requested several bids from experienced class action settlement administrators to
22 handle the responsibilities of the Settlement Administrator under this Settlement. The Parties
23 accepted the bid of CPT Group, Inc. CPT Group, Inc. has multiple years of experience in the field
24 of Class Action Administration, particularly in the wage-and-hour arena. In its bid, CPT Group,
25 Inc. agreed to cap its costs at \$10,500.00 if there are 509 class members. A true and correct copy
26

27 ¹ On June 28, 2023, the Settlement Administrator determined that, based on the Class
28 Data Defendant provided, the escalator provision at paragraph 8 of the Stipulation of Class and
PAGA Action Settlement and Release triggered, resulting in a revised Total Maximum
Settlement Amount of \$472,696.53. (Exhibit 1, §8; Declaration of William Argueta, ¶5.)

of the bid is attached hereto as **Exhibit 3.**

13. Plaintiff does not have any interest, financial or otherwise, in the third-party administrator, CPT Group, Inc.

14. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone employed at the law firm) has any interest, financial or otherwise, in the third-party administrator, CPT Group, Inc.

15. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in this case.

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

16. Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.

17. Based on an analysis of the facts and legal contentions in this case, documents and information from Defendant, I evaluated Defendant's maximum exposure. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. After using the data Defendant provided, including class member timekeeping and payroll records, as well as class member demographics (i.e., the number of class members, workweeks, and average total compensation of the class), with the assistance of a statistics expert, I created a damages model to evaluate the realistic range of potential recovery for the class. The damages model is based on the following benchmarks:

Total Class Members: 509²

Terminated Class Members during 3-year statute: 280

Total Workweeks: 33,296

² This is based on information provided by Defendant prior to the mediation for analysis of the claims.

1 Total PAGA Group Members: 256

2 PAGA Pay Periods: 6,279

3 Avg. Hourly Rate: \$34.50

4 18. Based on Plaintiff's discovery and investigation, Class Counsel reached the
5 conclusion that Defendant had an improper rounding practice, that it failed to pay class members
6 for all hours worked, including overtime wages, and that it failed to pay for all meal and rest break
7 premiums for a non-compliant meal and rest breaks. Defendant denied these claims.

8 19. Plaintiff further alleges that Defendant failed to pay for all hours worked, including
9 minimum, straight time, and overtime wages. My expert analyzed Defendant's timekeeping and
10 payroll records and found many instances where he concluded that Defendant failed to pay
11 employees for all hours worked, particularly the time performing work-related duties pre-shift,
12 during meal periods, and post-shift. A more conservative estimate was appropriate given the
13 difficulty of proving an off-the-clock work violation on a class-wide basis. Assuming that
14 Defendant failed to pay employees for one hour of off-the-clock work per workweek, with 88% of
15 that work being paid at the overtime rate, the potential liability for this claim is \$1,962,253.00.
16 Because individualized issues can be a significant obstacle to certifying and proving off-the-clock
17 claims, I discounted this figure by 90% to account for the difficulty of prevailing on a motion for
18 class certification and a trial on the merits, yielding a realistic damage estimate of **\$193,225.30**.³

19 20. With respect to the meal period claim, Plaintiff alleges that Defendant required him
20 and similarly situated class members to either work in lieu of taking meal periods, or their meal
21 periods were untimely or interrupted. My expert analyzed Defendant's timekeeping records and
22 opined that approximately 7.6% of all meal breaks had violations of short, missed, or no meal
23 periods by which no meal premiums were paid for. Potential liability for the meal period claim,
24 which includes shifts 5-6 hours long, shifts over six hours long, shifts over ten hours long, and
25

26 ³ This discount for risk at certification and trial is reasonable because the Judicial Council
27 of California found that only 21.4% of all class actions were certified either as part of a
28 settlement *or* as part of a contested certification motion. See Findings of the Study of California
Class Action Litigation, 2000-2006, available at [http:// www.courts.ca.gov/documents/class-
action-lit-study.pdf](http://www.courts.ca.gov/documents/class-action-lit-study.pdf).

1 shifts over 12 hours long, is \$177,866.00, including interest; however, I discounted this figure by
2 90% to account for the difficulty of certifying and proving meal period claims, as well as
3 Defendant's contention that the claim lacks merit (they claim existing meal period waivers
4 impacting a portion of the class), yielding a realistic damage estimate of **\$17,786.60**.

5 21. With respect to the rest period claim, Plaintiff alleges that Defendant required him
6 and similarly situated class members to work in lieu of taking rest periods, or their rest periods
7 were untimely or interrupted. Assuming a 50% violation rate for the class period based on
8 Plaintiff's and other class members' experience working for Defendant, Defendant's potential
9 liability for the rest period claim is \$3,372,712.00; however, I discounted this figure by 90% to
10 account for the difficulty of certifying and proving rest period claims, particularly because rest
11 periods do not have to be recorded and to account for the possibility of class members voluntarily
12 choosing to forego a rest period, yielding a realistic damage estimate of **\$337,271.20**.

13 22. Plaintiff alleges that Defendant had an improper rounding practice that caused
14 employees to be generally underpaid. My expert analyzed Defendant's timekeeping and payroll
15 records and found that during the class period, on average, 0.3 mins of each shift was underpaid
16 due to Defendant's rounding practices, with a total net of 694.0 underpaid hours affecting 26,388
17 shifts. The potential liability for this claim is \$51,528.00; however, I discounted this figure by
18 50% to account for the difficulty of certifying and proving a rounding claim, as well as Defendant's
19 contention that the claim lacks merit, yielding a realistic damage estimate of **\$25,764.00**.

20 23. In sum, I estimated that Plaintiff's maximum recovery for the unpaid wages based
21 on the failure to pay for all hours worked (minimum, straight time, and overtime wages) and the
22 meal and rest period violations, is \$5,564,359.00, but, **after factoring in the risk and uncertainty**
23 **of prevailing at certification and trial, I estimate that Plaintiff's realistic estimated recovery**
24 **for the non-penalty claims is \$574,047.10**

25 24. With respect to Plaintiff's derivative claims for statutory and civil penalties,
26 Plaintiff estimated that Defendant's realistic potential liability is **\$357,293.50**. While Defendant's
27 maximum potential liability for waiting time penalties is \$2,296,135.00 based on approximately
28 280 terminated class members during the 3-year statute, \$648,900.00 for inaccurate wage

1 statements based on approximately 256 class members who worked 6,617 pay periods within the
2 1-year statute, and \$627,900.00 for PAGA violations based on the Court assessing a \$100 penalty
3 for initial violations for all 6,279 pay periods within the 1-year statute, I believe that it would be
4 unrealistic to expect the Court to award the full \$3,572,935.00 in penalties given Defendant's
5 defenses, the contested nature of Plaintiff's claims, and the discretionary nature of penalties.
6 Considering that the underlying claims are realistically estimated to be \$574,047.10, such a
7 disproportionate award would also raise due process concerns. Weighing these factors and
8 applying a discount of 90% to account for the risk and uncertainty of prevailing at trial, I arrived
9 at \$357,293.50 for statutory and civil penalties.

10 25. **Using these estimated figures, Plaintiff predicted that the realistic maximum**
11 **recovery for all claims, including penalties, would be \$931,340.60. This means that the**
12 **\$400,000.00 Total Maximum Settlement Amount represents 43% of the realistic maximum**
13 **recovery (\$400,000.00/ \$931,340.60 = 43%).** Considering the risk and uncertainty of prevailing
14 at class certification and at trial, this is an excellent result for the Class Members.⁴ Indeed, because
15 of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid
16 the risk of an unfavorable judgment.

17 26. While Plaintiff is confident in the merits of his claims, a legitimate controversy
18 exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due
19 to each Class Member would be an expensive, time-consuming, and uncertain proposition.

20 27. This Settlement avoids the risks and the accompanying expense of further litigation.
21 Although the Parties had engaged in a significant amount of investigation, informal discovery and
22 class-wide data analysis, the Parties had not yet completed formal written discovery. Plaintiff
23 intended to depose corporate officers and managers of Defendant. Moreover, preparation for class
24 _____

25 ⁴ See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* 2019 WL 3943859 at *8
26 (E.D. Cal. Aug. 21, 2019) (granting Final Approval where the proposed allocation to settle class
27 claims was between 9.53 percent of Plaintiff's maximum recovery); *Bravo v. Gale Triangle, Inc.*,
28 2017 WL 708766 at * 10 (C.D. Cal. Feb 16, 2017) (finding that "a settlement for fourteen
percent recovery of Plaintiff's maximum recovery is reasonable"); *In re Omnivision Techs., Inc.*,
559 F.Supp.2d 1036, 1042 (N.D. Cal. 2008) (approving settlement amount that "is just over 9%
of the maximum potential recovery asserted by either party.").

1 certification and a trial remained for the Parties as well as the prospect of appeals in the wake of a
2 disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. Had the
3 Court certified any claims, Defendant could move to decertify the claims. As a result, the Parties
4 would incur considerably more attorneys' fees and costs through trial.

5 28. At this time taking into considering that the escalator clause in the Settlement
6 Agreement was triggered, increasing the Total Maximum Settlement Amount to \$472,693.53, the
7 Net Settlement Sum available for Class Member individual settlement payments is estimated to be
8 approximately \$239,631.02. **As a result, each Settlement Class Member is eligible to receive**
9 **an average net benefit of approximately \$432.03 for their individual payment, with an**
10 **average net benefit of \$52.08 for those who are PAGA employees.** (Declaration of William
11 Argueta, ¶¶ 13-14.)

12 29. The proposed Settlement of \$472,693.53 therefore, represents a substantial recovery
13 when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of
14 litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary
15 to establish liability, and the probability of appeal of a favorable judgment, it is clear that the
16 settlement amount of \$472,693.53 is within the "ballpark" of reasonableness, and final settlement
17 approval is appropriate.

18 ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

19 30. Class Counsel represents that Plaintiff devoted a great deal of time and work
20 assisting counsel in the case, communicated with counsel very frequently for litigation and to
21 prepare for mediation, and was frequently in contact with Class Counsel during the mediation.
22 Plaintiff's requested enhancement award is reasonable, particularly in light of the substantial
23 benefits Plaintiff generated for all class members.

24 31. Throughout this Litigation, Plaintiff, who is a former employee of Defendant, has
25 cooperated immensely with my office and has taken many actions to protect the interests of the
26 class. Plaintiff provided valuable information regarding unpaid overtime, meal period, and rest
27 period claims. Plaintiff also informed my office of developments and information relevant to this
28 action, participated in decisions concerning this action, made himself available to answer questions

1 during the mediation, and provided my office with the names and contact information of potential
2 witnesses in this action. Before we filed this case, Plaintiff provided my office with documents
3 regarding the claims alleged in this action. The information and documentation provided by
4 Plaintiff were instrumental in establishing the alleged wage and hour violations alleged in this
5 action, and the recovery provided for in the Settlement Agreement would have been impossible to
6 obtain without Plaintiff's participation.

7 32. At the same time, Plaintiff faced many risks in adding himself as the class
8 representative in this matter. Plaintiff faced actual risks with his future employment, as putting
9 themselves on public record in an employment lawsuit could also very well affect his likelihood
10 for future employment. Furthermore, as part of this Settlement, Plaintiff is executing a general
11 release of all claims against Defendant.

12 33. In turn, class members will now have the opportunity to participate in a settlement,
13 reimbursing them for alleged wage violations they may have never known about on their own or
14 been willing to pursue on their own. If these class members would have each tried to pursue their
15 legal remedies on their own, that would have resulted in each having to expend a significant amount
16 of their own monetary resources and time, which were obviated by Plaintiff putting themselves on
17 the line on behalf of these other class members.

18 34. In the final analysis, this class action would not have been possible without the aid
19 of Plaintiff, who put his own time and effort into this Litigation, sacrificed the value of his own
20 individual claims, and placed himself at risk for the sake of the class members. The requested
21 enhancement award for Plaintiff for his service as the class representative and for his general
22 release of all individual claims is a relatively small amount of money when the time and effort put
23 into the litigation are considered and in comparison, to enhancements granted in other class actions.
24 The requested incentive award is therefore reasonable to compensate Plaintiff for his active
25 participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation, et al.*,
26 No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class members were
27 misclassified as exempt outside salespersons, I was co-lead Class Counsel and helped negotiate a
28

\$2.5 million class action settlement for 339 class members, and the court approved a \$25,000.00 class representative incentive award for each named Plaintiff.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

35. The Settlement provides for attorney's fees payable to Class Counsel in an amount up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of \$157,565.51, plus actual costs and expenses not to exceed \$15,000.00. The proposed award of attorneys' fees to Class Counsel, in this case, can be justified under either method – lodestar or percentage recovery. Class Counsel, however, intends to base the proposed award of fees, costs, and expenses on the percentage method as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

36. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	Role	CA Bar Year	Hours	Rate	Lodestar
Justin F. Marquez	Senior Partner	2009	45.3	\$850	\$38,505.00
Christina M. Le	Senior Attorney	2005	76.5	\$750	\$57,375.00
Zachary D. Greenberg	Associate Attorney	2015	65.7	\$450	\$29,565.00
Min Jee	Paralegal		18.2	\$150	\$2,730.00
Sandy Sespene	Paralegal		11.9	\$150	\$1,785.00
	Total:		217.6		\$129,960.00

37. Plaintiff's counsel has spent over 217.6 hours litigating this Action to bring it to resolution, not including the time that will be expended monitoring the administration of the settlement and distribution of funds to the Class Members. The efforts expended by Plaintiff's counsel to achieve this result include, but are not limited to, the following:

- a. the investigation of the matter, including meeting with Plaintiff, reviewing Defendants' policies, and requesting and reviewing Plaintiff's time and pay records,

- 1 personnel files, and exploring the corporate structure of Defendant;
- 2 b. filing the Action;
- 3 c. attending status conferences and meeting and conferring with Defendant regarding
- 4 the case;
- 5 d. meeting and conferring with Defendant regarding mediation, exchange of informal
- 6 discovery beforehand, and negotiating with opposing counsel regarding the
- 7 parameters thereof;
- 8 e. selecting a mediator and mediation date;
- 9 f. working with opposing counsel and consultants for the receipt of a representative
- 10 sampling and analyzing the same with the aid of expert consultants and Plaintiff to
- 11 perform analyses of liability and exposure prior to attendance of the mediation in
- 12 this matter;
- 13 g. reviewing policy documents from Defendant;
- 14 h. preparation of a mediation brief and damages model for use at mediation;
- 15 i. attendance at mediation by all Parties and Counsel;
- 16 j. communicating with Plaintiff who requested updates or other information regarding
- 17 this matter;
- 18 k. negotiating, finalizing and fully executing the Settlement Agreement, in which
- 19 numerous drafts were distributed;
- 20 l. preparing and filing the Motion for Preliminary Approval and supporting
- 21 documents;
- 22 m. preparing the supplemental memorandum in support of the Motion for Preliminary
- 23 Approval and supporting documents;
- 24 n. communicating with class members who sought additional information regarding
- 25 the settlement, including answering questions regarding the settlement and
- 26 obtaining updated addresses from class members for purposes of receiving the class
- 27 notices and administering the settlement checks; and
- 28 o. preparing the instant Motion for Final Approval.

1 38. There are additional hours devoted by me (and by my colleagues, both current and
2 former attorneys at Wilshire Law Firm) to this litigation that are not reflected in Class Counsel's
3 request for attorney's fees.

4 39. We can provide additional billing records in the event the Court requests them but
5 would request the opportunity to redact attorney-client privileged information and any other
6 privileged information.

7 40. Additional time will be required by Class Counsel to obtain final approval of the
8 settlement and requested awards, monitor the settlement and respond to class member inquiries,
9 and oversee the administration of the settlement and distribution of the fund. I estimate that my
10 office will commit no less than 10 hours to those tasks and have included those hours above. Given
11 my firm's time spent on this case and the positive reaction by the class, the requested fee award is
12 reasonable and fair.

13 41. The risk to my office has been very significant, particularly if we would not be
14 successful in pursuing this class action. In that case, we would have been left with no compensation
15 for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases
16 that have resulted in thousands of attorney hours being expended and ultimately having
17 certification denied or the defendant company going bankrupt. The contingent risk in these types
18 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing
19 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

20 42. Because most individuals cannot afford to pay for representation in litigation on an
21 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
22 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
23 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
24 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
25 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
26 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
27 that we recover more than our regular hourly rate when we win if we are to remain in practice so
28 as to be able to continue representing other individuals in civil rights employment disputes.

43. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in this case. As of the drafting of this motion, my office has incurred approximately \$13,529.84 in expenses litigating this action. Attached as **Exhibit 4** is a true and correct copy of the Plaintiff's itemized costs through the date of filing this motion. These expenses are reasonably necessary to the litigation and were actually incurred by my office. Class Counsel, therefore, seeks \$13,529.84 in costs. Plaintiff's Counsel requests that these costs be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement (\$15,000.00).

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

44. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms in 2023 and is comprised of over 55 attorneys and over 300 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

45. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

46. I graduated from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in 2008.

47. My practice is focused on advocating for the rights of consumers and employees in class action litigation and appellate litigation. I am currently the primary attorney in charge of litigating several class action cases in state and federal courts across the United States.

48. I have received numerous awards for my legal work. From 2017 to 2020, Super Lawyers selected me as a "Southern California Rising Star," and in 2022 and 2023, I was selected

1 as a “Southern California Super Lawyer.” I was selected as one of the “Best Lawyers in America”
2 in 2023. In 2016 and 2017, the National Trial Lawyers selected me as a “Top 40 Under 40”
3 attorney. I am also rated 10.0 (“Superb”) by Avvo.com.

4 49. I am on the California Employment Lawyers Association (“CELA”)’s Wage and
5 Hour Committee and Mentor Committee, and I was selected to speak at CELA’s 2019 Advanced
6 Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively
7 mentored young attorneys through CELA’s mentorship program.

8 50. I am also a past member of the Consumer Attorneys of California (“CAOC”). In
9 2020, I was selected for a position on CAOC’s Board of Directors. I am also a past member of
10 CAOC’s Diversity Committee, and I helped assist the CAOC in defeating bills that harm
11 employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC,
12 in defeating AB 443, which proposed legislation that sought to limit the enforceability of California
13 Labor Code § 226.

14 51. As the attorney responsible for day-to-day management of this matter at the
15 Wilshire Law Firm, PLC, I have over thirteen years of experience with litigating wage and hour
16 class actions. Over the last thirteen years, I have managed and assisted with the litigation and
17 settlement of several wage and hour class actions. In those class actions, I performed similar tasks
18 as those performed in the course of prosecuting this action. My litigation experience includes:

- 19 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
20 million in gross recovery to class members for each year since 2020, including over
21 \$37.5 million in 2022.
- 22 b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical*
23 *Group, Inc.* (2022) 83 Cal.App.5th 515, the first California appellate decision in a
24 data breach class action holding that consumer plaintiffs adequately alleged injury
25 in fact under the benefit of the bargain theory and monitoring-costs theory.
- 26 c. In 2022, Top Verdict recognized Wilshire Law Firm and myself for having one case
27 in the Top 20 Labor & Employment Settlements (including number 19 for the \$1.6
28 million settlement in *Moreno v. Pretium Packaging, L.L.C.*) and four additional

- 1 cases in the Top 50 Labor & Employment Settlements (numbers 27, 30, 33, and 37).
- 2 d. To my knowledge, I am the only attorney to appear on each of the following Top
- 3 Verdict lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
- 4 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 5 e. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by
- 6 winning class certification on behalf of hundreds of thousands of consumers for
- 7 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
- 8 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- 9 f. As lead counsel, I prevailed against Bank of America by: winning class certification
- 10 on behalf of thousands of employees for California Labor Code violations; defeating
- 11 appellate review of the court’s order certifying the class; defeating summary
- 12 judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.*
- 13 (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019
- 14 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2,
- 15 2018).). The decision certifying the class in *Frausto* is also discussed in Class
- 16 Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call
- 17 Center Employees for Violation of State Law Wage and Hour Rules, 35 A.L.R. Fed.
- 18 3d Art. 8.
- 19 g. I was the primary author of the class certification and expert briefs in *ABM*
- 20 *Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action
- 21 for over 40,000 class members for off-the-clock, meal period, split shift, and
- 22 reimbursement claims. *ABM Industries Overtime Cases* is the first published
- 23 California appellate authority to hold that an employer’s “auto-deduct policy for
- 24 meal breaks in light of the recordkeeping requirements for California employers is
- 25 also an issue amenable to classwide resolution.” (*Id.* at p. 310.)⁵ Notably, the Court

26

27 ⁵ As a California district court observed before the *ABM Industries Overtime* decision,

28 “[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id.* at p. 310-11.) In 2021, the case settled for \$140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.

- h. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims under California’s Private Attorney Generals Act (“PAGA”) cannot be used to calculate the amount in controversy under the Class Action Fairness Act (“CAFA”). This case is cited in several leading treatises such as Wright & Miller’s Federal Practice & Procedure, and Newberg on Class Actions. In October 2016, the U.S. Supreme Court denied review of a case that primarily concerned *Yocupicio*. That effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus support from a brief authored by Andrew J. Pincus.⁶ Considering that leading Supreme Court practitioners from the class action defense bar were very motivated in undermining *Yocupicio* case, but failed, this demonstrates the national importance of the *Yocupicio* decision.
- i. On December 13, 2018, the United States District Court granted final approval of the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in which I served as lead counsel. In doing so, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators.” (*Id.* at p. *10.)
- j. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a reported decision permitting class-wide discovery even though the employer has a lawful policy because “[t]he fact that a company has a policy of not violating the law does not mean that the employees follow it, which is the issue here.” The court

⁶ <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>.

also ordered defendant to pay for the cost of *Belaire-West* notice.

- k. In 2013, I represented a whistleblower that reported that his former employer was defrauding the State of California with the help of bribes to public employees. The case, a false claims (qui tam) action, resulted in the arrest and criminal prosecution of State of California employees by the California Attorney General's Office.
- l. In 2013, I was part of a team of attorneys that obtained conditional certification for over 2,000,000 class members in a federal labor law case for misclassification of independent contractors that did crowdsourced work on the Internet, *Otey v. CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the following pro-plaintiff reported decisions:
 - m. 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an unaccepted Rule 68 offer doesn't moot plaintiff's claims, and granting plaintiff's motion to strike defendant's affirmative defenses based on *Twombly/Iqbal*).
 - n. 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting conditional collective certification).
 - o. 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the magistrate judge's discovery ruling which held that "evidence of other sources of income is irrelevant to the question of whether a plaintiff is an employee within the meaning of the FLSA").
 - p. 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad discovery because "an FLSA plaintiff is entitled to discovery from locations where he never worked if he can provide some evidence to indicate company-wide violations").
 - q. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

52. My current contingent billing rate of \$850.00 per hour is consistent with my practice

1 area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received,
2 legal market and accepted hourly rates:

- 3 r. In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town
4 Anymore,” NATIONAL LAW JOURNAL, the following hourly billing rates were
5 reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of
6 wage-and-hour class actions that I opposed when litigating wage-and-hour class
7 actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd
8 Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435,
9 8th Year - \$455. I am a 14th year attorney and Senior Partner, with most of my
10 experience in class action litigation as a primary practice area. Having successfully
11 briefed and argued a published appeal in the Ninth Circuit Court of Appeals
12 involving CAFA and PAGA, having experience certifying large class actions
13 (including ABM Industries Overtime Cases, which was decided on appeal), and
14 having received numerous awards for my legal work, my hourly rate should be
15 adjusted upward.
- 16 s. On May 6, 2022 the Hon. Jay A. Garcia-Gregory of the United States District Court
17 in Puerto Rico approved my \$850 hourly rate when he granted final approval of the
18 class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-cv-01811-JAG, Dkt.
19 57 (U.S. Dist. Ct. P.R. May 6, 2022).
- 20 t. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court
21 approved my \$800 hourly rate when he granted final approval of the class action
22 settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-
23 01066522-CU-OE-CXC.
- 24 u. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District
25 Court granted final approval of the \$1,600,000 class action settlement in *Carlos*
26 *Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-
27 SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the
28 Court approved my then \$750 hourly rate after finding it was “reasonable, given the

1 qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)

2 v. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior
3 Court approved my \$750 hourly rate when he granted final approval of the class
4 action settlement in *Faye Zhang v. Richemont North America, Inc.*, Case No.
5 19STCV32396.

6 53. Christina M. Le is a Senior Attorney at Wilshire Law Firm. She is admitted to
7 practice in the State of California, the Ninth Circuit Court of Appeals, and the United States District
8 Courts for the Central, Southern, Eastern, and Northern Districts of California. She graduated from
9 Loyola Law School, Los Angeles, and attended the University of California, Berkeley for her
10 undergraduate studies, where she obtained a Bachelor of Arts in History. She has over 15 years of
11 litigation experience, which includes the successful handling of numerous employment, wage and
12 hour, and class and representative action matters during the latter half of her career in state and
13 federal court through inception through case resolution. Prior to joining Wilshire Law Firm in
14 November 2021, Ms. Le gained invaluable litigation experience working at various plaintiff and
15 defense firms, including Kristensen Weisberg PLC, Jones Bell LLP, Archer Norris PLC, and Lewis
16 Brisbois Bisgaard & Smith LLP. Ms. Le is an active member of NELA, CELA, CAALA, LACBA,
17 the CELA Wage and Hour Committee, and the Vietnamese Bar Association of Southern California.
18 Her current contingent billing rate for this case is \$750.00 per hour, as most recently approved in
19 both state and Federal Court in comparable wage and hour matters and consistent with her level of
20 experience.

21 54. Zachary D. Greenberg is a Fourth-year associate at Wilshire Law Firm, PLC.
22 Zachary was admitted to the State Bar of California in 2020 and has since been admitted to the
23 United States District Court for the Central, Eastern, and Southern Districts of California and the
24 United States Court of Appeals for the Ninth Circuit. Zachary received a Bachelor of Arts in
25 International Business and a Minor in Economics from Western Washington University. He
26 received his Juris Doctor from Loyola Law School. Zachary’s practice has been primarily focused
27 on complex class and representative action litigation. His current contingent billing rate for this
28 case is \$450 per hour.

55. Min Jee Kim is a Senior Paralegal at Wilshire Law Firm with eleven years of experience working at law firms, including over six years of experience working on class action cases. She is a graduate of the University of California, San Diego with a Bachelor of Arts degree in Economics.

56. Sandy Sespene is a Paralegal at Wilshire Law Firm with twenty-one years of experience working at law firms, including over sixteen years of experience working on class action cases. She is a graduate of the St. Paul College of Manila with a Bachelor of Arts degree in Communication Arts.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on September 12, 2023, at Los Angeles, California.


Justin F. Marquez

Exhibit 1

Justin F. Marquez, Esq. (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le, Esq. (SBN 237697)
cle@wilshirelawfirm.com
Zachary D. Greenberg, Esq. (SBN 331501)
zgreenberg@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff Darius Young

(CONTINUED ON NEXT PAGE)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DARIUS YOUNG, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

M. ARTHUR GENSLER JR. &
ASSOCIATES, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 22STCV07284

STIPULATION OF CLASS AND PAGA
ACTION SETTLEMENT AND RELEASE

Action Filed: February 28, 2022
Trial Date: None Set

1 JULIA C. RIECHERT (STATE BAR NO. 254078)
JRiechert@orrick.com
2 ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
3 Menlo Park, California 94025
Telephone: (650) 614-7400
4 Facsimile: (650) 614-7401

5 MARIAM BICKNELL (STATE BAR NO. 317945)
mbicknell@orrick.com
6 ORRICK, HERRINGTON & SUTCLIFFE LLP
2050 Main Street, Suite 1100
7 Irvine, California 92614
Telephone: (949) 567-6700
8 Facsimile: (949) 567-6710

9 Attorneys for Defendant
M. Arthur Gensler Jr. & Associates
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SETTLEMENT AND RELEASE

1. DEFINITIONS.

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

1.4 “Class Counsel” means Justin F. Marquez, Christina M. Le, and Zachary D. Greenberg of Wilshire Law Firm.

1.5 “Class List” 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. The Class List will be formatted in Microsoft Office Excel.

1 1.6 “Class Member” means a member of the Settlement Class, as either a Participating
2 Class Member or Non-Participating Class Member (including a Non-Participating Class Member
3 who qualifies as a PAGA Group Member).

4 1.7 “Class Notice” means the COURT APPROVED NOTICE OF CLASS AND
5 PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL,
6 to be mailed to Class Members in English in the form, without material variation, attached as
7 Exhibit A and incorporated by reference into this Agreement.

8 1.8 “Class Period” means the period from April 5, 2018 through the date of
9 Preliminary Approval of the Settlement.

10 1.9 “Class Representative” means Darius Young, seeking Court approval to serve as a
11 Class Representative.

12 1.10 “Court” means the Superior Court of California, County of Los Angeles.

13 1.11 “Defense Counsel” means Julia C. Riechert and Mariam Bicknell of Orrick,
14 Herrington & Sutcliffe LLP.

15 1.12 “Effective Date” means: (i) in the event that the Settlement has received Order
16 Granting Final Approval by the Court and there were no timely objections filed, or that any
17 timely objections have been withdrawn, then the date of notice of entry of the Court’s Order
18 Granting Final Approval of the Settlement; (ii) in the event that one or more timely objections
19 has/have been filed and not withdrawn, then upon the passage of the applicable date for an
20 objector to seek appellate review of the trial court’s Order Granting Final Approval of the
21 Settlement, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of
22 the Court’s Order Granting Final Approval has been filed, then the Settlement shall be final when
23 the applicable appellate court has rendered a final decision or opinion affirming the trial court’s
24 Order Granting Final Approval without material modification, and the applicable date for seeking
25 further appellate review has passed, or the date that any such appeal has been either dismissed or
26 withdrawn by the appellant.

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

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

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

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

1.17 “Individual PAGA Payment” means the PAGA Group Member’s pro rata share of 25% of the PAGA Payment calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

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

1.21 “Named Plaintiff Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.22 “Net Settlement Sum” means the Total Maximum Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Attorneys’ Fees and Costs Payment, Named Plaintiff Award, and the Administrator Payment. The remainder is to be paid to Participating Class Members as Individual Settlement Payments.

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

1.24 “Operative Complaint” means the First Amended Complaint filed in this Action.

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

1.26 “PAGA Group” means all current and former non-exempt hourly-paid employees who worked for Defendant in California during the PAGA Period. Members of the PAGA Group are “PAGA Group Members.”

1.27 “PAGA Pay Period” means any Pay Period during which a PAGA Group Member worked for Defendant for at least one day during the PAGA Period, exclusive of leaves of absence.

1.28 “PAGA Period” means the period from March 2, 2021 through the date of Preliminary Approval of the Settlement.

1.29 “PAGA Notice” means Plaintiff’s March 2, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.30 “PAGA Payment” means the \$60,000.00 from the Total Maximum Settlement Amount allocated to civil penalties under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”). 25% of the PAGA Payment (\$15,000.00) will be allocated to the PAGA Group and the 75% to LWDA (\$45,000.00) in settlement of PAGA claims.

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

1.32 “Plaintiff” means Darius Young, the named plaintiff in the Action.

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

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

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

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

1.37 “Released Parties” means Defendant and each of its past or present successors and predecessors in interest, acquirers, subsidiaries, affiliates, parents, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers and reinsurers.

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

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

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

1.41 “Settlement Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.42 “Settlement Class” means all current and former non-exempt hourly-paid employees who worked for Defendant in California during the Class Period and did not previously sign a general release of claims.

1.43 “Settlement Group” means the Settlement Class and PAGA Group collectively. Members of the Settlement Group are “Settlement Group Members.”

1.44 “Settlement Group Member Address Search” means the Settlement Administrator’s investigation and search for current 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 Settlement Administrator with Settlement Group Members.

1.45 “Total Maximum Settlement Amount” means \$400,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Total Maximum Settlement Amount will be used to pay Individual Settlement Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Attorneys’ Fees and Costs Payment, the Named Plaintiff Award, and the Administrator Payment.

1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period, exclusive of leaves of absence.

2. RECITALS.

2.1 On February 22, 2022, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for: (1) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest periods (Cal. Lab. Code § 226.7); (5) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); (7) failure to indemnify employees for expenditures (Cal. Lab. Code § 2802); and (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*). Pursuant to Labor Code section 2699.3, subd.(a), on March 2, 2022, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. On July 25, 2022, Plaintiff filed a First Amended Class and Representative Complaint adding a cause of action under Civil Penalties Under PAGA (Cal. Lab. Code §§ 2699, *et seq.*) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 On September 21, 2022, the Parties participated in an all-day mediation with David Phillips, Esq. of Signature Resolution, which led to this Agreement to settle the Action.

2.3 Prior to mediation, Defendant provided Plaintiff through informal discovery relevant policies and practices and a 25% sample of time and pay records for the Settlement Group. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in

1 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
2 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

3 2.4 The Court has not granted class certification.

4 2.5 The Parties, Class Counsel and Defense Counsel represent that they are not aware
5 of any other pending matter or action asserting claims that will be extinguished or affected by the
6 Settlement.

7 **3. MONETARY TERMS.**

8 3.1 Total Maximum Settlement Amount. Except as otherwise provided by
9 Paragraph 9 below, Defendant promises to pay \$400,000.00 and no more as the Total Maximum
10 Settlement Amount, except that Defendant’s employer-side tax obligations arising from the
11 Settlement shall be paid separate and apart from the Total Maximum Settlement Amount.
12 Defendant has no obligation to pay the Total Maximum Settlement Amount (or any payroll taxes)
13 prior to the deadline stated in Paragraph 4.3 of this Agreement. The Settlement Administrator
14 will disburse the entire Total Maximum Settlement Amount without asking or requiring
15 Participating Class Members or PAGA Group Members to submit any claim as a condition of
16 payment. None of the Total Maximum Settlement Amount will revert to Defendant.

17 3.2 Payments from the Total Maximum Settlement Amount. The Settlement
18 Administrator will make and deduct the following payments from the Total Maximum Settlement
19 Amount, in the amounts specified by the Court in the Final Approval:

20 3.2.1 To Plaintiff: Named Plaintiff Award to the Class Representative of not
21 more than \$5,000.00. Defendant will not oppose Plaintiff’s request for a
22 Named Plaintiff Award that does not exceed this amount. As part of the
23 motion for the Attorneys’ Fees and Costs Payment, Plaintiff will seek
24 Court approval for the Named Plaintiff Award no later than 16 court days
25 prior to the Final Approval Hearing. If the Court approves a Named
26 Plaintiff Award less than the amount requested, the Settlement
27 Administrator will retain the remainder in the Net Settlement Sum. The
28

1 Settlement Administrator will pay the Named Plaintiff Award using IRS
2 Form 1099. Plaintiff assumes full responsibility and liability for employee
3 taxes owed on the Named Plaintiff Award.

4 3.2.2 To Class Counsel: Attorneys' Fees and Costs Payment, consisting of not
5 more than one-third of the Total Maximum Settlement Amount, which is
6 currently estimated to be \$133,333.33 as attorneys' fees, and of not more
7 than \$15,000.00 as reimbursement for reasonable actual costs. Defendant
8 will not oppose requests for these payments provided that do not exceed
9 these amounts. Class Counsel will file a motion for the Attorneys' Fees
10 and Costs Payment no later than 16 court days prior to the Final Approval
11 Hearing. If the Court approves an Attorneys' Fees and Costs Payment less
12 than the amounts requested, the Settlement Administrator will allocate the
13 remainder to the Net Settlement Sum. Released Parties shall have no
14 liability to Class Counsel or any other Plaintiff's Counsel arising from any
15 claim to any portion of the Attorneys' Fees and Costs Payment. The
16 Settlement Administrator will pay the Attorneys' Fees and Costs Payment
17 using one or more IRS 1099 Forms. Class Counsel assumes full
18 responsibility and liability for taxes owed on the Attorneys' Fees and Costs
19 Payment and holds Defendant harmless, and indemnifies Defendant, from
20 any dispute or controversy regarding any division or sharing of any of the
21 Attorneys' Fees and Costs Payment.

22 3.2.3 To the Settlement Administrator: An Administrator Payment not to exceed
23 \$10,500.00 except for a showing of good cause and as approved by the
24 Court. To the extent the administration expenses are less or the Court
25 approves payment less than \$10,500.00, the Settlement Administrator will
26 retain the remainder in the Net Settlement Sum.

1 3.2.4 To Each Participating Class Member: An Individual Settlement Payment
2 calculated by (a) dividing the Net Settlement Sum by the total number of
3 Workweeks worked by all Participating Class Members during the Class
4 Period and (b) multiplying the result by each Participating Class Member's
5 Workweeks.

6 3.2.4.1 Tax Allocation of Individual Settlement Payments. 50% of each
7 Participating Class Member's Individual Settlement Payment will
8 be allocated to settlement of wage claims (the "Wage Portion").
9 The Wage Portions are subject to tax withholding and will be
10 reported on an IRS W-2 Form. The remaining 50% of each
11 Participating Class Member's Individual Settlement Payment will
12 be allocated to settlement of claims for expenses, interest and
13 penalties ("Non-Wage Portion"). The Non-Wage Portions are not
14 subject to wage withholdings and will be reported on IRS 1099
15 Forms. Participating Class Members assume full responsibility and
16 liability for any employee taxes owed on their Individual Settlement
17 Payment.

18 3.2.4.2 Effect of Non-Participating Class Members on Calculation of
19 Individual Settlement Payments. Non-Participating Class Members
20 will not receive any Individual Settlement Payments. The
21 Settlement Administrator will retain amounts equal to their
22 Individual Settlement Payments in the Net Settlement Sum for
23 distribution to Participating Class Members on a pro rata basis.

24 3.2.5 To the LWDA and PAGA Group Members: PAGA Payment in the
25 amount of \$60,000.000 to be paid from the Total Maximum Settlement
26 Amount, with 75% (\$45,000.00) allocated to the LWDA PAGA Payment
27 and 25% (\$15,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members' 25% share of PAGA Payment (\$15,000.00) by the total number of PAGA Period Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's PAGA Period Pay Periods. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Payment of less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Sum. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and PAGA Group Member Pay Periods. Based on a review of its records in advance of the Parties' mediation on September 21, 2022, Defendant estimated there were 509 Class Members who collectively worked approximately 33,296 Workweeks during the Class Period, and there were 265 PAGA Group Members who collectively worked approximately 6,279 pay periods during PAGA Period.

4.2 Class List. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class List to the Settlement Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class List in confidence, use the Class List only for purposes of this Settlement and for no other purpose, and restrict access to the Class List to Settlement Administrator employees who need access to the Class List to effect and perform under this Agreement. Defendant has a continuing duty to promptly notify Class Counsel if it discovers that the Class List omitted class member identifying information and to provide corrected or updated Class List as soon as reasonably feasible. Without any extension of the deadline by which

1 Defendant must send the Class List to the Settlement Administrator, the Parties and their counsel
2 will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues
3 related to missing or omitted Class List.

4 4.3 Funding of Total Maximum Settlement Amount. Defendant shall fully fund the
5 Total Maximum Settlement Amount, and also fund the amounts necessary to fully pay
6 Defendant's share of payroll taxes by transmitting the funds to the Settlement Administrator no
7 later than 30 days after the Effective Date.

8 4.4 Payments from the Total Maximum Settlement Amount. Within 14 business days
9 after Defendant funds the Total Maximum Settlement Amount, the Settlement Administrator will
10 mail checks for all Individual Settlement Payments, all Individual PAGA Payments, the LWDA
11 PAGA Payment, the Administrator Payment, the Attorneys' Fees and Costs Payment, and the
12 Named Plaintiff Award. Disbursement of the Attorneys' Fees and Costs Payment and the Named
13 Plaintiff Award shall not precede disbursement of Individual Settlement Payments and Individual
14 PAGA Payments.

15 4.4.1 The Settlement Administrator will issue checks for the Individual
16 Settlement Payments and/or Individual PAGA Payments and send them to
17 the Settlement Group via First Class U.S. Mail, postage prepaid. The face
18 of each check shall prominently state the date (not less than 180 days after
19 the date of mailing) when the check will be voided. The Settlement
20 Administrator will cancel all checks not cashed by the void date. The
21 Settlement Administrator will send checks for Individual Settlement
22 Payments to all Participating Class Members (including those for whom
23 Class Notice was returned undelivered). The Settlement Administrator will
24 send checks for Individual PAGA Payments to all PAGA Group Members
25 including Non-Participating Class Members who qualify as PAGA Group
26 Members (including those for whom Class Notice was returned
27 undelivered). The Settlement Administrator may send Participating Class
28

Members a single check combining the Individual Settlement Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

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

5 5.1 Plaintiff's General Release. Plaintiff and his former and present spouses,
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
7 and discharge Released Parties from all claims, demands, rights, liabilities, and causes of action,
8 whether known or unknown, that were, or reasonably could have been alleged (whether in tort,
9 contract, or otherwise) for violation of federal, state or local law arising out of or reasonably
10 related to his employment with Defendant ("Plaintiff's General Release.") Plaintiff's General
11 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
12 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
13 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
14 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
15 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
16 Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such
17 different or additional facts or Plaintiff's discovery of them.

18 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

19 For purposes of Plaintiff's General Release, Plaintiff expressly waives and
20 relinquishes the provisions, rights, and benefits, if any, of section 1542 of
21 the California Civil Code, which reads: **A general release does not extend**
22 **to claims that the creditor or releasing party does not know or suspect**
23 **to exist in his or her favor at the time of executing the release, and that**
24 **if known by him or her would have materially affected his or her**
25 **settlement with the debtor or Released Party.**

26 5.2 Release by Participating Class Members Who Are Not PAGA Group Members:
27 All Participating Class Members, on behalf of themselves and their respective former and present
28

representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, rights, liabilities, and causes of action, whether known or unknown, that were or could have been asserted (whether in tort, contract, or otherwise) for violation of federal, state or local law arising out of or reasonably relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint, including that Defendant failed to pay all wages due (including minimum, straight, and overtime wages), failed to provide legally-compliant meal and rest breaks, failed to pay premium pay for meal and rest break violations, failed to provide timely pay including final pay, failed to provide accurate itemized wage statements, failed to reimburse for business expenses, engaged in unfair business practices, and for penalties under the Private Attorneys General Act at any time during the Class Period. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Non-Participating Class Members Who Are PAGA Group Members:

All Non-Participating Class Members who are PAGA Group Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, arising out of or reasonably relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint, including that Defendant failed to pay all wages due (including minimum, straight, and overtime wages), failed to provide legally-compliant meal and rest breaks, failed to pay premium pay for meal and rest break violations, failed to provide timely pay including final pay, failed to provide accurate itemized wage statements, and failed to reimburse for business expenses.

1 **6. MOTION FOR PRELIMINARY APPROVAL.**

2 6.1 Plaintiff's Responsibilities. Plaintiff shall prepare and file a motion for preliminary
3 approval ("Motion for Preliminary Approval") that complies with the Court's current checklist
4 for Preliminary Approvals. At least 3 business days in advance of filing, Plaintiff will prepare and
5 deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval,
6 including: (i) a draft of the notice, and memorandum in support of the Motion for Preliminary
7 Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for
8 approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft
9 proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft
10 proposed Class Notice; (iv) a signed declaration from the Settlement Administrator attaching its
11 "not to exceed" bid for administering the Settlement and attesting to its willingness to serve;
12 competency; operative procedures for protecting the security of Class List; amounts of insurance
13 coverage for any data breach, defalcation of funds or other misfeasance; (v) a signed declaration
14 from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to
15 any actual or potential conflicts of interest with Class Members, and the Settlement
16 Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to
17 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
18 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
19 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
20 subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made
21 to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual
22 or potential conflict of interest with Class Members and the Settlement Administrator. In their
23 Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any
24 other pending matter or action asserting claims that will be extinguished or adversely affected by
25 the Settlement.

26 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
27 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
28

1 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
2 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
3 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
4 Approval to the Settlement Administrator.

5 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
6 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
7 Defense Counsel will expeditiously work together on behalf of the Parties by meeting by
8 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
9 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
10 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
11 meeting by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
12 Court's concerns.

13 **7. SETTLEMENT ADMINISTRATION.**

14 7.1 Selection of Settlement Administrator. The Parties have jointly selected CPT
15 Group, Inc. to serve as the Settlement Administrator and verified that, as a condition of
16 appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a
17 fiduciary, all duties specified in this Agreement in exchange for payment of Administrator
18 Payment. The Parties and their Counsel represent that they have no interest or relationship,
19 financial or otherwise, with the Settlement Administrator other than a professional relationship
20 arising out of prior experiences administering settlements.

21 7.2 Employer Identification Number. The Settlement Administrator shall have and
22 use its own Employer Identification Number for purposes of calculating payroll tax withholdings
23 and providing reports to state and federal tax authorities.

24 7.3 Qualified Settlement Fund. The Settlement Administrator shall establish a
25 settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under
26 US Treasury Regulation section 468B-1.

27 7.4 Notice to Class Members.

1 7.4.1 No later than 3 business days after receipt of the Class List, the Settlement
2 Administrator shall notify Class Counsel that the list has been received and
3 state the number of Class Members, PAGA Group Members, Workweeks,
4 and Pay Periods in the Class List.

5 7.4.2 Using best efforts to perform as soon as possible, and in no event later than
6 14 days after receiving the Class List, the Settlement Administrator will
7 send to all Class Members identified in the Class List, via first-class
8 United States Postal Service (“USPS”) mail, the Class Notice substantially
9 in the form attached to this Agreement as Exhibit A. The first page of the
10 Class Notice shall prominently estimate the dollar amounts of any
11 Individual Settlement Payment and/or Individual PAGA Payment payable
12 to the Class Member, and the number of Workweeks and PAGA Pay
13 Periods (if applicable) used to calculate these amounts and dates of
14 employment. Before mailing Class Notices, the Settlement Administrator
15 shall update Class Member addresses using the National Change of
16 Address database.

17 7.4.3 Not later than 3 business days after the Settlement Administrator’s receipt
18 of any Class Notice returned by the USPS as undelivered, the Settlement
19 Administrator shall re-mail the Class Notice using any forwarding address
20 provided by the USPS. If the USPS does not provide a forwarding address,
21 the Settlement Administrator shall conduct a Settlement Group Member
22 Address Search, and re-mail the Class Notice to the most current address
23 obtained. The Settlement Administrator has no obligation to make further
24 attempts to locate or send Class Notice to Class Members whose Class
25 Notice is returned by the USPS a second time.

26 7.4.4 The deadlines for Class Members’ written objections, challenges to
27 Workweeks and/or Pay Periods, and Requests for Exclusion will be
28

1 extended an additional 14 days beyond the 60 days otherwise provided in
2 the Class Notice for all Class Members whose notice is re-mailed. The
3 Settlement Administrator will inform the Class Member of the extended
4 deadline with the re-mailed Class Notice.

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

15 7.5 Requests for Exclusion (Opt-Outs).

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

26 7.5.2 The Settlement Administrator may not reject a Request for Exclusion as
27 invalid because it fails to contain all the information specified in the Class
28

1 Notice. The Settlement Administrator shall accept any Request for
2 Exclusion as valid if the Settlement Administrator can reasonably ascertain
3 the identity of the person as a Class Member and the Class Member's
4 desire to be excluded. The Settlement Administrator's determination shall
5 be final and not appealable or otherwise susceptible to challenge. If the
6 Settlement Administrator has reason to question the authenticity of a
7 Request for Exclusion, the Settlement Administrator may demand
8 additional proof of the Class Member's identity. The Settlement
9 Administrator's determination of authenticity shall be final and not
10 appealable or otherwise susceptible to challenge.

11 7.5.3 Every Class Member who does not submit a timely and valid Request for
12 Exclusion is deemed to be a Participating Class Member under this
13 Agreement, entitled to all benefits and bound by all terms and conditions of
14 the Settlement, including the Participating Class Members' Releases under
15 Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the
16 Participating Class Member actually receives the Class Notice or objects to
17 the Settlement.

18 7.5.4 Every Class Member who submits a valid and timely Request for
19 Exclusion is a Non-Participating Class Member and shall not receive an
20 Individual Settlement Payment or have the right to object to the class
21 action components of the Settlement. Because future PAGA claims are
22 subject to claim preclusion upon entry of the Judgment, Non-Participating
23 Class Members who are PAGA Group Members are deemed to release the
24 claims identified in Paragraph 5.3 of this Agreement and are eligible for an
25 Individual PAGA Payment.

26 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
27 after the Settlement Administrator mails the Class Notice (plus an additional 14 days for Class
28

Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class List. The Settlement Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Attorneys' Fees and Costs Payment and/or the Named Plaintiff Award.

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

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

1 7.8 Settlement Administrator Duties. The Settlement Administrator has a duty to
2 perform or observe all tasks to be performed or observed by the Settlement Administrator
3 contained in this Agreement or otherwise.

4 7.8.1 Website, Email Address and Toll-Free Number. The Settlement
5 Administrator will establish and maintain and use an internet website to
6 post information of interest to Class Members including the date, time and
7 location for the Final Approval Hearing and copies of the Settlement
8 Agreement, Motion for Preliminary Approval, the Preliminary Approval,
9 the Class Notice, the Motion for Final Approval, the Motion for Attorneys'
10 Fees and Costs Payment and Named Plaintiff Award, the Final Approval
11 and the Judgment. The Settlement Administrator will also maintain and
12 monitor an email address and a toll-free telephone number to receive Class
13 Member calls, faxes and emails.

14 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Settlement
15 Administrator will promptly review on a rolling basis Requests for
16 Exclusion to ascertain their validity. Not later than 5 days after the
17 expiration of the deadline for submitting Requests for Exclusion, the
18 Settlement Administrator shall email a list to Class Counsel and Defense
19 Counsel containing (a) the names and other identifying information of
20 Class Members who have timely submitted valid Requests for Exclusion
21 ("Exclusion List"); (b) the names and other identifying information of
22 Class Members who have submitted invalid Requests for Exclusion;
23 (c) copies of all Requests for Exclusion from Settlement submitted
24 (whether valid or invalid).

25 7.8.3 Weekly Reports. The Settlement Administrator must, on a weekly basis,
26 provide written reports to Class Counsel and Defense Counsel that, among
27 other things, tally the number of: Class Notices mailed or re-mailed, Class
28

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

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

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

1 7.8.6 Final Report by Settlement Administrator. Within 10 days after the
2 Settlement Administrator disburses all funds in the Total Maximum
3 Settlement Amount, the Settlement Administrator will provide Class
4 Counsel and Defense Counsel with a final report detailing its
5 disbursements by employee identification number only of all payments
6 made under this Agreement. At least 15 days before any deadline set by
7 the Court, the Settlement Administrator will prepare, and submit to Class
8 Counsel and Defense Counsel, a signed declaration suitable for filing in
9 Court attesting to its disbursement of all payments required under this
10 Agreement. Class Counsel is responsible for filing the Settlement
11 Administrator's declaration in Court.

12 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on a review of its
13 records in advance of the Parties' mediation on September 21, 2022, Defendant estimated there
14 were 509 Class Members who collectively worked approximately 33,296 Workweeks during the
15 Class Period . In the event the number of Workweeks worked by the Class Members increases by
16 more than 15%, or 4,994, then the Maximum Settlement Amount shall be increased
17 proportionally by the Workweeks worked in excess of 33,296 multiplied by the workweek value.
18 The workweek value shall be calculated by dividing the Total Maximum Settlement Amount by
19 33,296 workweeks. The parties agree that the Workweek value is \$12.01 (\$400,000.00 / 33,296
20 workweeks).

21 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
22 Exclusion identified in the Exclusion List exceeds 5% or more of the Class, Defendant may, but
23 is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant
24 withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that
25 neither Party will have any further obligation to perform under this Agreement. Defendant must
26 notify Class Counsel and the Court of its election to withdraw not later than 7 days after the
27
28

1 Settlement Administrator sends the final Exclusion List to Defense Counsel; late elections will
2 have no effect.

3 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the
4 calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the
5 Settlement that includes a request for approval of the PAGA settlement under Labor Code
6 section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively
7 “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense
8 Counsel not later than 3 business days prior to filing the Motion for Final Approval. Class
9 Counsel and Defense Counsel will expeditiously meet and confer by telephone, and in good faith,
10 to resolve any disagreements concerning the Motion for Final Approval.

11 10.1 Response to Objections. Each Party retains the right to respond to any objection
12 raised by a Participating Class Member, including the right to file responsive documents in Court
13 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or
14 accepted by the Court.

15 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
16 Approval on any material change to the Settlement (including, but not limited to, the scope of
17 release to be granted by Class Members), the Parties will expeditiously work together in good
18 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
19 Approval. The Court’s decision to award less than the amounts requested for the Named Plaintiff
20 Award, Attorneys’ Fees and Costs Payment and/or Administrator Payment shall not constitute a
21 material modification to the Agreement within the meaning of this paragraph.

22 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
23 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
24 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
25 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

26 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
27 and conditions of this Agreement, specifically including the Attorneys’ Fees and Costs Payment
28

1 reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating
2 Class Members who did not object to the Settlement as provided in this Agreement, waive all
3 rights to appeal from the Judgment, including all rights to post-judgment and appellate
4 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
5 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
6 motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform
7 under this Agreement will be suspended until such time as the appeal is finally resolved and the
8 Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement
9 Sum.

10 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
11 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
12 modification of this Agreement (including, but not limited to, the scope of release to be granted
13 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
14 expeditiously work together in good faith to address the appellate court's concerns and to obtain
15 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Settlement
16 Administrator expenses reasonably incurred after remittitur. An appellate decision to vacate,
17 reverse, or modify the Court's award of the Named Plaintiff Award or any Attorneys' Fees and
18 Costs Payments to Class Counsel shall not constitute a material modification of the Judgment
19 within the meaning of this paragraph, as long as the Total Maximum Settlement Amount remains
20 unchanged.

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

24 **12. ADDITIONAL PROVISIONS.**

25 12.1 No Admission of Liability, Class Certification or Representative Manageability for
26 Other Purposes. This Agreement represents a compromise and settlement of
27 highly disputed claims. Nothing in this Agreement is intended or should be
28

1 construed as an admission by Defendant that any of the allegations in the
2 Operative Complaint have merit or that Defendant has any liability for any claims
3 asserted; nor should it be intended or construed as an admission by Plaintiff that
4 Defendant's defenses in the Action have merit. The Parties agree that class
5 certification and representative treatment is for purposes of this Settlement only.
6 If, for any reason the Court does not grant Preliminary Approval, Final Approval
7 or enter Judgment, Defendant reserves the right to contest certification of any class
8 for any reasons, and Defendant reserves all available defenses to the claims in the
9 Action, and Plaintiff reserves the right to move for class certification on any
10 grounds available and to contest Defendant's defenses. The Settlement, this
11 Agreement and Parties' willingness to settle the Action will have no bearing on,
12 and will not be admissible in connection with, any litigation (except for
13 proceedings to enforce or effectuate the Settlement and this Agreement).

14 12.2 Confidentiality. Plaintiff, Class Counsel, Defendant and Defense Counsel
15 separately agree that, until the Motion for Preliminary Approval of Settlement is
16 filed, they and each of them will not disclose, disseminate and/or publicize, or
17 cause or permit another person to disclose, disseminate or publicize, any of the
18 terms of the Agreement directly or indirectly, specifically or generally, to any
19 person, corporation, association, government agency, or other entity except: (1) to
20 the Parties' attorneys, accountants, or spouses, all of whom will be instructed to
21 keep this Agreement confidential; (2) to the extent necessary to report income to
22 appropriate taxing authorities; (3) in response to a court order or subpoena; or
23 (4) in response to an inquiry or subpoena issued by a state or federal government
24 agency. Each Party agrees to immediately notify each other Party of any judicial
25 or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
26 Counsel, Defendant and Defense Counsel separately agree not to, directly or
27 indirectly, initiate any conversation or other communication, before the filing of
28

1 the Motion for Preliminary Approval, any with third party regarding this
2 Agreement or the matters giving rise to this Agreement except to respond only that
3 “the matter was resolved,” or words to that effect. This paragraph does not restrict
4 Class Counsel’s communications with Class Members in accordance with Class
5 Counsel’s ethical obligations owed to Class Members. Further, Plaintiff and Class
6 Counsel shall not engage in any publicity or disparagement of any type related to
7 the Action, Defendant or the Settlement, provided, however, that this does not
8 limit Plaintiff or Class Counsel from seeking and obtaining approval of the
9 Settlement from the Court.

10 12.3 No Solicitation. The Parties separately agree that they and their respective counsel
11 and employees will not solicit any Class Member to opt out of or object to the
12 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be
13 construed to restrict Class Counsel’s ability to communicate with Class Members
14 in accordance with Class Counsel’s ethical obligations owed to Class Members.

15 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
16 Agreement together with its attached exhibits shall constitute the entire agreement
17 between the Parties relating to the Settlement, superseding any and all oral
18 representations, warranties, covenants, or inducements made to or by any Party.

19 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
20 and represent that they are authorized by Plaintiff and Defendant, respectively, to
21 take all appropriate action required or permitted to be taken by such Parties
22 pursuant to this Agreement to effectuate its terms, and to execute any other
23 documents reasonably required to effectuate the terms of this Agreement including
24 any amendments to this Agreement.

25 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use
26 their best efforts, in good faith, to implement the Settlement by, among other
27 things, modifying the Settlement Agreement, submitting supplemental evidence
28

1 and supplementing points and authorities as requested by the Court. In the event
2 the Parties are unable to agree upon the form or content of any document
3 necessary to implement the Settlement, or on any modification of the Agreement
4 that may become necessary to implement the Settlement, the Parties will seek the
5 assistance of a mediator and/or the Court for resolution.

6 12.7 No Prior Assignments. The Parties separately represent and warrant that they have
7 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
8 transfer, or encumber to any person or entity and portion of any liability, claim,
9 demand, action, cause of action, or right released and discharged by the Party in
10 this Settlement.

11 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel
12 are providing any advice regarding taxes or taxability, nor shall anything in this
13 Settlement be relied upon as such within the meaning of United States Treasury
14 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

15 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
16 modified, changed, or waived only by an express written instrument signed by all
17 Parties or their representatives, and approved by the Court.

18 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and
19 inure to the benefit of, the successors of each of the Parties.

20 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
21 be governed by and interpreted according to the internal laws of the state of
22 California, without regard to conflict of law principles.

23 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
24 preparation of this Agreement. This Agreement will not be construed against any
25 Party on the basis that the Party was the drafter or participated in the drafting.
26
27
28

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

12.14 Use and Return of Class List. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class List provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Settlement Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class List received from Defendant unless, prior to the Court's discharge of the Settlement Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class List.

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 noted, all reference to "days" in this Agreement shall be to 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 be on the first business day thereafter.

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 Plaintiff via Class Counsel

Justin F. Marquez, Esq. (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le, Esq. (SBN 237697)
cle@wilshirelawfirm.com
Zachary D. Greenberg, Esq. (SBN 331501)
zgreenberg@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988

To Defendant via Defense Counsel
JULIA C. RIECHERT (STATE BAR NO. 254078)
JRiechert@orrick.com
MARIAM BICKNELL (STATE BAR NO. 317945)
mbicknell@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
Menlo Park, California 94025
Telephone: (650) 614-7400

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

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their respective counsel hereby execute this Agreement.

Dated: 12/2/2022

DARIUS YOUNG

DocuSigned by:

By:

DARIUS YOUNG

FA51D74233192475...
Named Plaintiff

Dated: 12/5/2022

M. ARTHUR GENSLER JR. & ASSOCIATES,
INC.

Philippe Phaneuf / Chief Operating Officer

By:



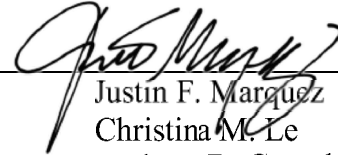
(Name, Signature, Title)

APPROVED AS TO FORM ONLY:

Dated: December 2, 2022

WILSHIRE LAW FIRM

By:


Justin F. Marquez
Christina M. Le
Zachary D. Greenberg

Attorneys for Named Plaintiff Darius Young

Dated: December 5, 2022

ORRICK, HERRINGTON & SUTCLIFFE LLP

By:


Julia C. Riechert

Attorneys for Defendant M. Arthur Gensler Jr. &
Associates, Inc.

4148-1088-7743.5

Exhibit 2

~~FORM~~ **STIPULATION OF CLASS ACTION AND PAGA ACTION
SETTLEMENT AGREEMENT AND CLASS NOTICE RELEASE**

This Stipulation of Class Action and PAGA Action Settlement Agreement (“Settlement” or “Agreement”) is made and entered into by and between plaintiff [name] (“Plaintiff”) and defendant XYZ [name] (“XYZ”). The Darius Young (“Plaintiff”), individually and on behalf of all others similarly situated and aggrieved, and Defendant M. Arthur Gensler Jr. & Associates, Inc. (“Gensler” or “Defendant”). This Agreement refers to Plaintiff and XYZ Gensler collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

~~1.1.1~~ “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against XYZ Gensler captioned ~~[caption and case number]~~ initiated on [filing date] Darius Young, et al. v. M. Arthur Gensler Jr. & Associates, Inc. filed on February 28, 2022, Case No. 22STCV07284, as amended by the operative First Amended Complaint, and pending in Superior Court of the State of California, County of Los Angeles.

~~1.2.~~ “Administrator” means ~~[name], the neutral entity the Parties have agreed to appoint to administer the Settlement.~~

~~1.3.1.2~~ “Administration Expenses Payment” means the amount the Settlement Administrator will be paid ~~from the Gross Total Maximum~~ Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

~~1.4.~~ “Aggrieved Employee” means ~~[e.g., a person employed by XYZ in California and classified as a _____ who worked for XYZ during the PAGA Period].~~

~~1.5.~~ “Class” means ~~[define class e.g., all persons employed by XYZ in California and classified as _____ who worked for XYZ during the Class Period].~~

~~1.6.~~ “Class Counsel” means ~~[name].~~

Style Definition: Normal: Font: Line spacing: Exactly 12 pt

Style Definition: Heading 1,Head1,h1: Font: 12 pt, Bold, All caps, Centered, Space Before: 0 pt, Line spacing: Exactly 12 pt

Style Definition: Heading 2,Head2,h2: Font: 12 pt, Bold, Space Before: 0 pt, Line spacing: Exactly 12 pt

Style Definition: Footnote Text: Font: 8 pt, Line spacing: Exactly 12 pt

Style Definition: Balloon Text: Font: (Default) Tahoma, 8 pt, Line spacing: Exactly 12 pt

Style Definition: Endnote Text: Font:

Style Definition: Revision: Font:

Style Definition: Normal (Web): Font: Space Before: 0 pt, After: 0 pt

Style Definition: List Paragraph: Font:

Style Definition: Comment Text: Font:

Style Definition: paragraph

Formatted: Underline

Formatted: Underline

Formatted: Underline, Not All caps

Formatted: Underline, Not All caps

Formatted: Normal, Centered, Line spacing: Exactly 24 pt

Formatted: O-Body Text .5",1Half,s2, Indent: First line: 0", Line spacing: Exactly 24 pt

Formatted: Font: (Default) Times New Roman, 12 pt, No underline, All caps

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L1, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

~~1.7.1.3~~ “Class Counsel” “Attorneys’ Fees and Costs Payment” and “Class Counsel Litigation Expenses Payment” ~~mean~~ means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

1.4 “Class ~~Data~~Counsel” means Justin F. Marquez, Christina M. Le, and Zachary D. Greenberg of Wilshire Law Firm.

Formatted: Font: Times New Roman, 12 pt

~~1.8.1.5~~ “Class List” means Class Member identifying information in ~~XYZ’s~~ 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. The Class List will be formatted in Microsoft Office Excel.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

~~1.9.1.6~~ “Class Member” or “Settlement Class Member” means a member of the Settlement Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as ~~an Aggrieved Employee~~ a PAGA Group Member).

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

~~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.

~~1.11.1.7~~ “Class Notice” means the COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as Exhibit- A and incorporated by reference into this Agreement.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

~~1.12.1.8~~ “Class Period” means the period from ~~[April 5, 2018 through the date]~~ to ~~[date]~~,[#] of Preliminary Approval of the Settlement.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

~~1.13.1.9~~ “Class Representative” means ~~the named Plaintiff in the operative complaint in~~
~~the Action~~ Darius Young, seeking Court approval to serve as a Class Representative.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

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

~~1.15.1.10~~ “Court” means the Superior Court of California, County of Los Angeles.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

~~1.16.~~ “XYZ” means named Defendant [name].

~~1.17.1.11~~ “Defense Counsel” means ~~[name]~~ Julia C. Riechert and Mariam Bicknell
of Orrick, Herrington & Sutcliffe LLP.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

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

1.12 “Effective Date” means: (i) in the event that the Settlement has received Order
Granting Final Approval by the Court and there were no timely objections filed, or that any
timely objections have been withdrawn, then the date of notice of entry of the Court’s Order
Granting Final Approval of the Settlement; (ii) in the event that one or more timely objections
has/have been filed and not withdrawn, then upon the passage of the applicable date for an
objector to seek appellate review of the trial court’s Order Granting Final Approval of the
Settlement, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of
the Court’s Order Granting Final Approval has been filed, then the Settlement shall be final
when the applicable appellate court has rendered a final decision or opinion affirming the trial
court’s Order Granting Final Approval without material modification, and the applicable date for
seeking further appellate review has passed, or the date that any such appeal has been either
dismissed or withdrawn by the appellant.

~~1.19.1.13~~ “Final Approval” means the Court’s order granting final approval of the Settlement.

Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

~~1.20.1.14~~ “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

~~1.21.1.15~~ “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

~~1.22.~~ “Gross Individual Settlement Amount” means ~~the total amount XYZ agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.~~

~~1.23.1.16~~ “~~Individual Class~~ Payment” means the Participating Class Member’s pro rata share of the Net Settlement ~~Amount~~Sum calculated according to the number of Workweeks worked during the Class Period.

Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering
Formatted: Font: (Default) Times New Roman, 12 pt

~~1.24.1.17~~ “Individual PAGA Payment” means the ~~Aggrieved Employee’s~~PAGA ~~Group Member’s~~ pro rata share of 25% of the PAGA ~~Penalties~~Payment calculated according to the number of ~~Workweeks~~PAGA Pay Periods worked during the PAGA Period.

Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering
Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold

~~1.25.1.18~~ “Judgment” means the judgment entered by the Court based upon the Final Approval.

Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

~~1.26.1.19~~ “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section- ~~2699~~, subd. (i).

Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering
Formatted: Font: (Default) Times New Roman, 12 pt

~~1.27.1.20~~ “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section- ~~2699~~, subd. (i).

Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering
Formatted: Font: (Default) Times New Roman, 12 pt

1.21 “Named Plaintiff Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.28-1.22 “Net Settlement Amount~~Sum~~” means the ~~Gross Total Maximum~~ Settlement Amount, less the following payments in the amounts approved by the Court: ~~Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Attorneys’ Fees and Costs Payment, Class Counsel Fees Named Plaintiff Award, and the Administrator Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.~~ The remainder is to be paid to Participating Class Members as Individual ~~Class Settlement~~ Payments.

1.29-1.23 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the ~~Settlement~~ Administrator a valid and timely Request for Exclusion.

1.24 “Operative Complaint” means the First Amended Complaint filed in this Action.

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

1.26 “PAGA Group” means all current and former non-exempt hourly-paid employees who worked for Defendant in California during the PAGA Period. Members of the PAGA Group are “PAGA Group Members.”

1.30-1.27 “PAGA Pay Period” means any Pay Period during which an ~~Aggrieved Employee~~ PAGA Group Member worked for ~~XYZ Defendant~~ for at least one day during the PAGA Period, exclusive of leaves of absence.

1.31-1.28 “PAGA Period” means the period from ~~{March 2, 2021 through the date}~~ to ~~{date}~~.ⁱⁱⁱ of Preliminary Approval of the Settlement.

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

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

~~4.33.1.29~~ “PAGA Notice” means ~~Plaintiff’s [date]~~ March 2, 2022 letter to ~~XYZ Defendant~~ and the LWDA ~~[and Plaintiff’s [date]] letter to XYZ and the LWDA~~ providing notice pursuant to Labor Code section ~~2699.3~~, subd.(a).

~~4.34.1.30~~ “PAGA ~~Penalties~~ Payment” means the ~~total amount of PAGA~~ \$60,000.00 from the Total Maximum Settlement Amount allocated to civil penalties ~~to be paid from the Gross Settlement Amount, allocated under the Private Attorneys General Act, California Labor Code §§ 2698, et seq. (“PAGA”). 25% to the Aggrieved Employees ([insert amount]) of the PAGA Payment (\$15,000.00) will be allocated to the PAGA Group and the 75% to LWDA ([insert amount]) (\$45,000.00) in settlement of PAGA claims.~~

~~4.35.1.31~~ “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

~~4.36.1.32~~ “Plaintiff” means ~~[name]~~ Darius Young, the named plaintiff in the Action.

~~4.37.1.33~~ “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

~~4.38.1.34~~ “~~Preliminary Approval Order~~” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

~~4.39.1.35~~ “Released Class Claims” means the claims being released as described in Paragraph ~~6.5.2~~ below.

~~4.40.1.36~~ “Released PAGA Claims” means the claims being released as described in Paragraph ~~6.2.5.3~~ below.

~~4.44.1.37~~ “Released Parties” means ~~XYZ Defendant~~ and each of its ~~former and past or~~ present successors and predecessors in interest, acquirers, subsidiaries, affiliates, parents,

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

~~officers, directors, officers, shareholders, owners, [members], attorneys, employees, agents, principals, representatives, accountants, auditors, consultants, insurers, predecessors, successors, assigns [subsidiaries] [affiliates], and reinsurers.~~

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

~~4.42.1.38~~ “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

~~4.43.1.39~~ “Response Deadline” means ~~[e.g., 60]~~ days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets Class Notices are resent after having been returned undeliverable to the Settlement Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

~~4.44.1.40~~ “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

~~1.41~~ “Settlement Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

~~1.42~~ “Settlement Class” means all current and former non-exempt hourly-paid employees who worked for Defendant in California during the Class Period and did not previously sign a general release of claims.

~~1.43~~ “Settlement Group” means the Settlement Class and PAGA Group collectively. Members of the Settlement Group are “Settlement Group Members.”

1.44 “Settlement Group Member Address Search” means the Settlement Administrator’s investigation and search for current 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 Settlement Administrator with Settlement Group Members.

1.45 “Total Maximum Settlement Amount” means \$400,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Total Maximum Settlement Amount will be used to pay Individual Settlement Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Attorneys’ Fees and Costs Payment, the Named Plaintiff Award, and the Administrator Payment.

~~1.45-1.46~~ “Workweek” means any week during which a Class Member worked for XYZ Defendant for at least one day, during the Class Period.^{iv} exclusive of leaves of absence.

2. RECITALS.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, All caps

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L1, Line spacing: Exactly 24 pt, No bullets or numbering, Keep with next

2.4.2.1 On ~~{date}~~ February 22, 2022, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against XYZ Defendant for ~~[specify causes of action]~~. ~~[The Complaint is the operative complaint in the Action (the "Operative Complaint.")]~~ [(1) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest periods (Cal. Lab. Code § 226.7); (5) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); (7) failure to indemnify employees for expenditures (Cal. Lab. Code § 2802); and (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*). Pursuant to Labor Code section 2699.3, subd.(a), on March 2, 2022, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. On ~~{date}~~ July 25, 2022, Plaintiff filed a ~~[e.g., First Amended Complaint]~~ alleging causes of action against XYZ for ~~[specify causes of action]~~. The ~~[e.g., First Amended]~~ Complaint is the operative complaint in the Action (the "Operative Complaint.")] XYZ Class and Representative Complaint adding a cause of action under Civil Penalties Under PAGA (Cal. Lab. Code §§ 2699, *et seq.*) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in ~~in~~ the Operative Complaint and denies any and all liability for the causes of action alleged.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering, Keep lines together

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.

2.3.2.2 On ~~{date[s]}~~ September 21, 2022, the Parties participated in an all-day mediation ~~presided over by {mediator's name}~~ with David Phillips, Esq. of Signature Resolution, which led to this Agreement to settle the Action ~~[or describe alternative means of negotiation]~~.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

2.4.2.3 Prior to ~~[mediation]~~ ~~[negotiating]~~, Defendant provided Plaintiff through informal discovery relevant policies and practices and a 25% sample of time and pay records for

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

[illegible][illegible][illegible][illegible][illegible][illegible]

3.2.1.3.2.1 ——— To Plaintiff: ~~Class Representative Service Payment~~Named Plaintiff Award to the Class Representative of not more than ~~the~~ Plaintiff Award ~~(in addition to any Individual Class Payment [and any Individual PAGA Payment] the Class Representative is entitled to receive as a Participating Class Member).~~ ~~XYZ~~\$5,000.00. ~~Defendant~~ will not oppose Plaintiff's request for a ~~Class Representative Service Payment~~Named Plaintiff Award that does not exceed this amount. As part of the motion for ~~Class Counsel~~the Attorneys' Fees ~~Payment and Class Litigation Expenses and Costs~~ Payment, Plaintiff will seek Court approval for ~~any Class Representative Service Payments~~the Named Plaintiff Award no later than ~~16 court~~ 10 days prior to the Final Approval Hearing. If the Court approves a ~~Class Representative Service Payment~~Named Plaintiff Award less than the amount requested, the ~~Settlement~~ Administrator will retain the remainder in the Net Settlement ~~Amount~~Sum. The ~~Settlement~~ Administrator will pay the ~~Class Representative Service Payment~~Named Plaintiff Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the ~~Class Representative Service Payment~~ Named Plaintiff Award.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

3.2.2.3.2.2 ——— To Class Counsel: ~~A Class Counsel~~Attorneys' Fees ~~and Costs~~ Payment, consisting of not more than ~~—%, one-third of the Total Maximum Settlement Amount,~~ which is currently estimated to be ~~\$[amount] and a Class Counsel Litigation Expenses Payment \$133,333.33 as attorneys' fees, and~~ of not more than ~~\$[amount].~~ ~~XYZ~~\$15,000.00 as reimbursement for reasonable actual costs. ~~Defendant~~ will not oppose requests for these payments provided that do not exceed these amounts. ~~Plaintiff and/or~~ Class Counsel will file a motion for ~~Class Counsel~~the

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

~~Attorneys' Fees Payment and Class Litigation Expenses and Costs~~ Payment no later than ~~16 court~~ days prior to the Final Approval Hearing. If the Court approves ~~a Class Counsel an Attorneys' Fees Payment and/or a Class Counsel Litigation Expenses and Costs~~ Payment less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement ~~Amount~~Sum. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion ~~any Class Counsel Fee Payment of the Attorneys' Fees and/or Class Counsel Litigation Expenses Costs~~ Payment. The Settlement Administrator will pay the ~~Class Counsel Attorneys' Fees Payment and Class Counsel Expenses Costs~~ Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the ~~Class Counsel Attorneys' Fees Payment and the Class Counsel Litigation Expenses Costs~~ Payment and holds XYZ Defendant harmless, and indemnifies XYZ Defendant, from any dispute or controversy regarding any division or sharing of any of ~~these Payments, the Attorneys' Fees and Costs Payment~~.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

~~3.2.3-3.2.3~~ To the Settlement Administrator: An Administrator ~~Expenses~~ Payment not to exceed ~~the amount of~~ \$10,500.00 except for a showing of good cause and as approved by the Court. To the extent the ~~Administration Expenses administration expenses~~ are less or the Court approves payment less than ~~the amount of~~ \$10,500.00, the Settlement Administrator will retain the remainder in the Net Settlement ~~Amount~~Sum.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: No underline

3.2.4.3.2.4 — To Each Participating Class Member: An Individual

ClassSettlement Payment calculated by (a) dividing the Net Settlement AmountSum by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

3.2.4.1.3.2.4.1 — Tax Allocation of Individual ClassSettlement

Payments. [Specify percentage] 50% of each Participating Class Member's Individual ClassSettlement Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The [specify percentage] remaining 50% of each Participating Class Member's Individual ClassSettlement Payment will be allocated to settlement of claims for [e.g., expenses, interest and penalties] (the "Non-Wage Portion").^{vi} The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual ClassSettlement Payment.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L4, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

3.2.4.2.3.2.4.2 — Effect of Non-Participating Class Members on

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

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L4, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

3.2.5.3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties

Group Members: PAGA Payment in the amount of ~~\$(amount)~~\$60,000.000 to be paid from the ~~Gross~~Total Maximum Settlement Amount, with 75% (~~\$amount~~45,000.00) allocated to the LWDA PAGA Payment and 25% (~~\$amount~~15,000.00) allocated to the Individual PAGA Payments.

3.2.5.1.3.2.5.1 The Settlement Administrator will calculate each

Individual PAGA Payment by (a)-dividing the amount of the Aggrieved Employees'PAGA Group Members' 25% share of PAGA Penalties (~~\$amount~~Payment (\$15,000.00)) by the total number of PAGA Period Pay Periods worked by all Aggrieved EmployeesPAGA Group Members during the PAGA Period and (b)-multiplying the result by each Aggrieved Employee'sPAGA Group Member's PAGA Period Pay Periods. Aggrieved EmployeesPAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2.3.2.5.2 If the Court approves PAGA PenaltiesPayment of less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount.Sum. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1.4.1 Class Workweeks and Aggrieved EmployeePAGA Group Member Pay Periods. Based on a review of its records to date, XYZ estimatesin advance of the Parties' mediation on September 21, 2022, Defendant estimated there are {number}were 509 Class

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, Underline

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L4, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L4, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, All caps

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold

Formatted: Font: Not Bold

Formatted: Standard_L1, Line spacing: Exactly 24 pt, No bullets or numbering, Keep with next

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Members who collectively worked ~~a total of [amount]~~ approximately 33,296 Workweeks during the Class Period, and ~~[number] of Aggrieved Employees~~ there were 265 PAGA Group Members who collectively worked ~~a total [amount] of PAGA Pay Periods~~ approximately 6,279 pay periods during PAGA Period.

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

4.3.4.3 — Funding of Gross Total Maximum Settlement Amount. XYZ Defendant shall fully fund the Gross Total Maximum Settlement Amount, and also fund the amounts necessary to fully pay XYZ's Defendant's share of payroll taxes by transmitting the funds to the Settlement Administrator no later than ~~[44]~~ 30 days after the Effective Date.

4.4.4.4 — Payments from the Gross Total Maximum Settlement Amount. Within ~~[14]~~ business days after XYZ Defendant funds the Gross Total Maximum Settlement Amount, the Settlement Administrator will mail checks for all Individual Class Settlement Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

~~Administrator Payment, the Class Counsel Attorneys' Fees and Costs Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment and the Named Plaintiff Award.~~ Disbursement of the ~~Class Counsel Attorneys' Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment and Costs Payment and the Named Plaintiff Award~~ shall not precede disbursement of Individual Class Settlement Payments and Individual PAGA Payments.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

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

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

4.4.2.4.2 The Settlement Administrator must conduct a ClassSettlement Group Member Address Search for all ~~other~~ ClassSettlement Group Members whose checks are returned undelivered without USPS forwarding address. Within ~~{7}~~ days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the ClassSettlement Group Member Address Search. The Settlement Administrator need not take further steps to deliver checks to ClassSettlement Group Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any ClassSettlement Group Member whose original check was lost or misplaced, requested by the ClassSettlement Group Member prior to the void date.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

4.4.3.4.3 For any ClassSettlement Group Member whose Individual ClassSettlement Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks ~~to~~ the California ~~Controller's~~ Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no ~~"unpaid residue"~~ subject to the requirements of California Code of Civil Procedure Section ~~384~~, subd. ~~(b)~~ ~~for to a~~ Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy-Pres Recipient") [adding name]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy-Pres Recipient.)

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

~~4.4.4.4.4.4~~ The payment of Individual ~~ClassSettlement~~ Payments and Individual PAGA Payments shall not obligate ~~XYZDefendant~~ to confer any additional benefits or make any additional payments to Class Members (such as 401(k) ~~contributions or bonuses~~) beyond those specified in this Agreement.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

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

Formatted: Font: (Default) Times New Roman, 12 pt, All caps

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L1, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Space Before: 0 pt, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Default Paragraph Font, Font: Pattern: Clear

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

~~6.45.1~~ Plaintiff's ~~General Release~~. Plaintiff and his ~~or her respective~~ former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, ~~transactions, demands, rights, liabilities, and causes of action, whether known or occurrences [that occurred during the Class Period], including, but not limited to: (a) all claims unknown, that were, or reasonably could have been, alleged, based on the facts contained, (whether in the Operative Complaint and (b) all PAGA claims that were tort, contract, or otherwise) for violation of federal, state or local law arising out of or reasonably could have been, alleged based on facts contained in the Operative Complaint, related to his employment with Defendant ("Plaintiff's PAGA Notice, for ascertained during the Action and released under 6.2, below]. ("General Release.") Plaintiff's Release.") Plaintiff's General Release~~ does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that

Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

Formatted: Font: (Default) Times New Roman, 12 pt

~~6.1.1~~ Plaintiff's Waiver of Rights Under California Civil Code Section ~~1542~~.

For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section ~~1542~~ of the California Civil Code, which reads:

5.1.1 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.

Formatted: Font: (Default) Times New Roman, 12 pt, Bold

Formatted: Standard_L3, Indent: Left: 0", Line spacing: Exactly 24 pt

Formatted: Font: Bold

~~6.25.2~~ Release by Participating Class Members Who Are Not Aggrieved

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Space Before: 0 pt, Line spacing: Exactly 24 pt, No bullets or numbering

Employees PAGA Group Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from ~~(i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6 all~~ claims, demands, rights, liabilities, and causes of action, whether known or unknown, that were or could have been asserted (whether in tort, contract, or otherwise) for violation of federal, state or local law arising out of or reasonably relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint, including that Defendant failed to pay all wages due (including minimum, straight, and overtime wages), failed to provide legally-compliant meal and rest breaks, failed to pay premium pay for meal and rest break violations, failed to provide timely pay including final pay, failed to provide accurate itemized wage statements, failed to reimburse for business expenses, engaged in unfair business practices, and for penalties under the Private Attorneys General Act at any time during

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

Formatted: Font: (Default) Times New Roman, 12 pt

the Class Period. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: No underline

6.3.5.3 Release by Non-Participating Class Members Who Are Aggrieved

Formatted: Font: (Default) Times New Roman, 12 pt

Employees/PAGA Group Members: All Non-Participating Class Members who are Aggrieved Employees/PAGA Group Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[, and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.] arising out of or reasonably relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint, including that Defendant failed to pay all wages due (including minimum, straight, and overtime wages), failed to provide legally-compliant meal and rest breaks, failed to pay premium pay for meal and rest break violations, failed to provide timely pay including final pay, failed to provide accurate itemized wage statements, and failed to reimburse for business expenses.

Formatted: Standard_L2, Indent: First line: 0.5", Space Before: 0 pt, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: No underline

Formatted: Normal

Formatted: Font: Times New Roman, 12 pt, All caps

Formatted: Font: Times New Roman, 12 pt, Not Bold

Formatted: Font: Times New Roman, 12 pt

6. MOTION FOR PRELIMINARY APPROVAL.

7. Plaintiff's Responsibilities. The Parties agree to jointly Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1 XYZ's Declaration in Support of Preliminary Approval. Within [] days of the full execution of this Agreement, XYZ will prepare and deliver to Class Counsel a signed Declaration from XYZ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ shall aver that they are not aware of any

~~other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.~~

~~7.26.1~~ At least 3 business days in advance of filing, Plaintiff's Responsibilities

Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class DataList; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; ~~all facts relevant to any actual or potential conflicts of interest with Class Members [and/or the proposed Cy Pres]; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;~~ (v) (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~[and/or] the Settlement Administrator [and/or the proposed Cy Pres];~~ ~~(v);~~ (vi) a signed declaration from ~~each~~ Class Counsel ~~firm~~ attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, ~~and~~ the Settlement Administrator ~~and/or the Cy Pres Recipient~~. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, Not Italic

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, Not Italic

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

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

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

7.46.3 — Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by 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 will expeditiously work together on behalf of the Parties by meeting ~~in person or~~ by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8.7. SETTLEMENT ADMINISTRATION.

Formatted: Font: (Default) Times New Roman, 12 pt, All caps

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold

Formatted: Font: Not Bold

Formatted: Standard_L1, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8.47.1 — Selection of Settlement Administrator. The Parties have jointly selected [name]CPT Group, Inc. to serve as the Settlement Administrator and verified that, as a condition of appointment, [name]CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. Administrator Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

~~8.27.2~~ Employer Identification Number. The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

~~8.37.3~~ Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

~~8.47.4~~ Notice to Class Members.

~~8.4.17.4.1~~ No later than ~~three (3)~~ business days after receipt of the Class DataList, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Group Members, Workweeks, and Pay Periods in the Class Data-List.

~~8.4.27.4.2~~ Using best efforts to perform as soon as possible, and in no event later than ~~14~~ days after receiving the Class DataList, the Settlement Administrator will send to all Class Members identified in the Class DataList, via first-class United States Postal Service (“USPS”) mail, the Class Notice ~~[with Spanish translation, if applicable]~~ substantially in the form attached to this Agreement as Exhibit ~~—A—~~. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual ClassSettlement Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts: and dates of employment. Before mailing Class Notices, the Settlement Administrator shall update Class Member addresses using the National Change of Address database.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8.4.37.4.3 Not later than ~~{3}~~ business days after the Settlement Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Settlement 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 Settlement Administrator shall conduct a ClassSettlement Group Member Address Search, and re-mail the Class Notice to the most current address obtained. The Settlement 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.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8.4.47.4.4 The deadlines for Class Members' written objections, Challengeschallenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional ~~{14}~~ days beyond the ~~{60}~~ days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8.4.57.4.5 If the Settlement Administrator, ~~XYZ~~Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class DataList and should have received Class Notice, the Parties will expeditiously meet and confer ~~in~~ person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8.57.5 Requests for Exclusion (Opt-Outs).

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

8.5.17.5.1 — Class Members who wish to exclude themselves (opt-out

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

of) the Class Settlement must send the Settlement Administrator, by fax,

Formatted: Font: (Default) Times New Roman, 12 pt

email, or mail, a signed written Request for Exclusion not later than 60

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering, No widow/orphan control

days after the Settlement Administrator mails the Class Notice (plus an

Formatted: Font: (Default) Times New Roman, 12 pt

additional 14 days for Class Members whose Class Notice is re-mailed).

Formatted: Font: (Default) Times New Roman, 12 pt

A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8.5.27.5.2 — The Settlement Administrator may not reject a Request for

Formatted: Font: (Default) Times New Roman, 12 pt

Exclusion as invalid because it fails to contain all the information

Formatted: Font: (Default) Times New Roman, 12 pt

specified in the Class Notice. The Settlement Administrator shall accept

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering, No widow/orphan control

any Request for Exclusion as valid if the Settlement Administrator can

Formatted: Font: (Default) Times New Roman, 12 pt

reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

appealable or otherwise susceptible to challenge.

8-5.37.5.3 — Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be 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 6.5.2 and 6.5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8-5.47.5.4 — Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual ClassSettlement 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 the Judgment, Non-Participating Class Members who are Aggrieved EmployeesPAGA Group Members are deemed to release the claims identified in Paragraph 6.4.5.3 of this Agreement and are eligible for an Individual PAGA Payment.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8-67.6 — Challenges to Calculation of Workweeks. Each Class Member shall have [60] days after the Settlement Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class DataList.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

The Settlement Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination the challenges.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8.7.7.7 — Objections to Settlement.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

8.7.17.7.1 — Only Participating Class Members may object to the class

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering, Keep with next

action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the

Formatted: Font: (Default) Times New Roman, 12 pt

Class Counsel Attorneys' Fees Payment, Class Counsel Litigation

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Expenses and Costs Payment and/or Class Representative Service Payment.

Formatted: Font: (Default) Times New Roman, 12 pt

the Named Plaintiff Award.

Formatted: Font: (Default) Times New Roman, 12 pt

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

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8.7.37.7.3 — Non-Participating Class Members have no right to object to
any of the class action components of the Settlement.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

~~8.8.7.8~~ ~~Settlement Administrator Duties.~~ The ~~Settlement~~ Administrator has a duty to perform or observe all tasks to be performed or observed by the ~~Settlement~~ Administrator contained in this Agreement or otherwise.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

~~8.8.17.8.1~~ ~~Website, Email Address and Toll-Free Number.~~ The ~~Settlement~~ Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for ~~Class Counsel Attorneys' Fees and Costs Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment and Named Plaintiff Award~~, the Final Approval and the Judgment. The ~~Settlement~~ Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

~~8.8.27.8.2~~ ~~Requests for Exclusion (Opt-outs) and Exclusion List.~~ The ~~Settlement~~ Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. ~~Not later than [5] days after the~~ expiration of the deadline for submitting Requests for Exclusion, the ~~Settlement~~ Administrator shall email a list to Class Counsel and Defense Counsel containing (a) ~~the~~ names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) ~~the~~ names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) ~~copies of all~~ Requests for Exclusion from Settlement submitted (whether valid or invalid).

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8-8.37.8.3 — Weekly Reports. The Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices 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 ClassSettlement Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Settlement Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8-8.47.8.4 — Workweek and/or Pay Period Challenges. The Settlement Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Settlement Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

8-8.57.8.5 — Settlement Administrator’s Declaration. Not later than [14] days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in Court.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

8.8.67.8.6 Final Report by Settlement Administrator. Within [10] days after the Settlement Administrator disburses all funds in the GrossTotal Maximum Settlement Amount, the Settlement Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least [15] days before any deadline set by the Court, the Settlement Administrator will prepare, and submit 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 is responsible for filing the Administrator'sSettlement Administrator's declaration in Court.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L3, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

9.8. CLASS SIZE ESTIMATES [AND ESCALATOR CLAUSE]. Based on a review of its records, XYZ estimates that, as in advance of the date of this Settlement Agreement, (1) there are [number]Parties' mediation on September 21, 2022. Defendant estimated there were 509 Class Members and [number] Total who collectively worked approximately 33,296 Workweeks during the Class period and (2) there were [number] Aggrieved Employees who worked [number] Pay Periods during the PAGA Period.vii. In the event the number of Workweeks worked by the Class Members increases by more than 15%, or 4,994, then the Maximum Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 33,296 multiplied by the workweek value.

Formatted: Font: (Default) Times New Roman, 12 pt, All caps

Formatted: Font: (Default) Times New Roman, 12 pt, All caps

Formatted: Font: (Default) Times New Roman, 12 pt, All caps

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L1, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

The workweek value shall be calculated by dividing the Total Maximum Settlement Amount by 33,296 workweeks. The parties agree that the Workweek value is \$12.01 (\$400,000.00 / 33,296 workweeks).

40.9. XYZ'S DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds [specify percentage] 5% or more of the total of all Class Members, XYZ Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if XYZ Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ will remain responsible for paying all Settlement Administration Expenses incurred to that point. XYZ Defendant must notify Class Counsel and the Court of its election to withdraw not later than [seven] 7 days after the Settlement Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

44.10. MOTION FOR FINAL APPROVAL. Not later than [16] 3 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than [seven] 3 business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in-person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

44.10.1 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 that [five] than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

Formatted: Font: (Default) Times New Roman, 12 pt, All caps

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L1, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, All caps

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L1, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: No underline

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

11.210.2 — Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the ~~Class Representative Service Payment, Class Counsel~~ Named Plaintiff Award, Attorneys’ Fees ~~Payment, Class Counsel Litigation Expenses and Costs~~ Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

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

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

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

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

11.510.5

Appellate Court Orders to Vacate, Reverse, or Materially Modify

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

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Indent: First line: 0.5", Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

12.11. 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 and a proposed amended judgment.

Formatted: Font: (Default) Times New Roman, 12 pt, All caps

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L1, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: No underline

13.12. ADDITIONAL PROVISIONS.

13.12.1

No Admission of Liability, Class Certification or Representative

Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ~~XYZ~~Defendant that any of the allegations in the Operative Complaint have merit or that ~~XYZ~~Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that ~~XYZ's~~Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary

Formatted: Font: (Default) Times New Roman, 12 pt, All caps

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold

Formatted: Font: Not Bold

Formatted: Standard_L1, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Approval, Final Approval or enter Judgment, ~~XYZ~~Defendant reserves the right to contest certification of any class for any reasons, and ~~XYZ~~Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest ~~XYZ's~~Defendant's defenses. The Settlement, this Agreement and ~~Parties'~~Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

~~13.212.2~~ Confidentiality ~~Prior to Preliminary Approval.~~ Plaintiff, Class

Counsel, ~~XYZ~~Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the 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 will be instructed to keep this Agreement confidential; ~~(2) counsel in a related matter;~~ ~~(3)~~ to the extent necessary to report income to appropriate taxing authorities; ~~(4)~~ ~~(3)~~ in response to a court order or subpoena; or ~~(5)~~ ~~(4)~~ in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ~~XYZ~~Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members. Further, Plaintiff and Class Counsel shall not engage in any publicity or disparagement of any type related to the Action, Defendant or the Settlement, provided, however, that this does not limit Plaintiff or Class Counsel from seeking and obtaining approval of the Settlement from the Court.

Formatted: Font: (Default) Times New Roman, 12 pt

13.312.3 — No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or 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.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

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

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

13.512.5 — Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ~~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.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

~~13.6~~12.6 — Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

~~13.7~~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.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

~~13.8~~12.8 — No Tax Advice. Neither Plaintiff, Class Counsel, ~~XYZ~~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.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

~~13.9~~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.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

~~13.10~~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.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

~~13.14~~~~12.11~~ Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

~~13.12~~~~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.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

~~13.13~~~~12.13~~ Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

~~13.14~~~~12.14~~ Use and Return of Class DataList. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class DataList provided to Class Counsel by XYZDefendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90- days after the date when the Court discharges the Settlement Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class DataList received from XYZDefendant unless, prior to the Court's discharge of the Settlement Administrator's obligation, XYZDefendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

List.

Formatted: No underline

~~13.15~~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.

Formatted: Font: (Default) Times New Roman, 12 pt

~~13.16~~12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to 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 be on the first business day thereafter.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

~~13.17~~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:

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

To Plaintiff: via Class Counsel

Formatted: O-Indent .5",Half Indent,s5, Indent: Left: 1", First line: 0", Line spacing: Exactly 24 pt

~~To XYZ:~~

Justin F. Marquez, Esq. (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le, Esq. (SBN 237697)
cle@wilshirelawfirm.com
Zachary D. Greenberg, Esq. (SBN 331501)
zgreenberg@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988

To Defendant via Defense Counsel

JULIA C. RIECHERT (STATE BAR NO. 254078)
JRiechert@orrick.com

MARIAM BICKNELL (STATE BAR NO. 317945)
mbicknell@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
Menlo Park, California 94025
Telephone: (650) 614-7400

~~13.18~~^{12.18} Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Standard_L2, Line spacing: Exactly 24 pt, No bullets or numbering

~~13.19~~^{12.19} Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section- 583.330 to extend the date to bring a case to trial under CCP section- 583.310 for the entire period of this settlement process.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

[Signature] _____ [Signature]
[name] For Plaintiff _____ [name and title] For XYZ

[Signature] _____ [Signature]
[name] Counsel for Plaintiff _____ [name] Counsel for XYZ

EXECUTION BY PARTIES AND COUNSEL

The Parties and their respective counsel hereby execute this Agreement.

Dated: _____

DARIUS YOUNG

By: _____
Named Plaintiff

Dated: _____

M. ARTHUR GENSLER JR. & ASSOCIATES,
INC.

By: _____
(Name, Signature, Title)

APPROVED AS TO FORM ONLY:

Dated: _____

WILSHIRE LAW FIRM

By: _____
Justin F. Marquez
Christina M. Le
Zachary D. Greenberg
Attorneys for Named Plaintiff Darius Young

Dated: _____

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: _____
Julia C. Riechert
Attorneys for Defendant M. Arthur Gensler Jr. &
Associates, Inc.

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

[case name and number]

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

You may be eligible to receive money from an employee class and representative action lawsuit ("Action") against [name of defendant] (abbreviate name; "XYZ" is used herein as a placeholder) M. Arthur Gensler Jr. & Associates, Inc. ("Gensler" or "Defendant") for alleged wage and hour violations. The Action was filed by a [n] former XYZ Gensler employee [name] Darius Young ("Plaintiff") and seeks payment of (1) back wages for alleged wage and other relief for a class of [e.g., hour violations on behalf of all current and former non-exempt hourly] paid employees ("Class Members") who worked for XYZ during Gensler in California at any time from April 5, 2018 to [] (the "Class Period" ([date] to [date]);) and did not previously sign a general release of claims ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all [e.g., current and former non-exempt hourly] paid employees who worked for XYZ during Gensler in California from March 2, 2021 to [] (the "PAGA Period" ([date] to [date]) ("Aggrieved Employees");) and did not previously sign a general release of claims ("PAGA Group Members").

Gensler denies that it engaged in any of the alleged wage and hour violations and contends that it complied with all applicable laws with respect to its employees. By agreeing to settle, Gensler does not admit any violations or concede the merits of any claims.

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

Based on XYZ's Defendant's business records, and the Parties' current assumptions, your Individual Class Settlement Payment is estimated to be \$ _____ \$ [] (less withholding) and your Individual PAGA Payment is estimated to be \$ _____ \$ [] (it will be 0 if you are not a PAGA Group Member according to Defendant's business records). 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 XYZ'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 XYZ's Defendant's business records showing that you worked _____ workweeks [] Workweeks during the Class Period and you worked _____ workweeks [] PAGA Pay Periods during the PAGA Period, exclusive of leaves of absence.

Formatted: Font: 12 pt, All caps

Formatted: Space After: 12 pt, Page break before, Keep with next, Keep lines together

Formatted: Left, Space After: 12 pt

Formatted: Indent: First line: 0", Space After: 12 pt

Formatted: Indent: First line: 0", Space After: 12 pt

Formatted: Indent: First line: 0", Space After: 12 pt

Formatted: Font: Not Bold

Formatted: Indent: First line: 0", Space After: 12 pt

Formatted: Font: Not Bold

If you believe that you worked more workweeks during ~~either period~~ the Class Period, or you worked more pay periods during the PAGA Period, you can submit a challenge by the deadline date. -See Section- 4 of this Notice.

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

If you worked for ~~XYZ~~ 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~~ Settlement Payment and/or an Individual PAGA Payment. -As a Participating Class Member, though, you will give up your right to ~~assert Class Period wages~~ sue Defendant for the claims and PAGA Period penalty claims against XYZ ~~released in the Action.~~

(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 Settlement Administrator in writing. -If you opt-out of the Settlement, you will not receive an Individual ~~Class~~ Settlement Payment. ~~You, but you will, however, preserve keep your rights to personally pursue Class Period wage claims against XYZ, and file a separate claim. Note, if you are an Aggrieved Employee, PAGA Group Member, you will~~ remain eligible for an Individual PAGA Payment. -You cannot opt-out of the PAGA portion of the proposed Settlement.

~~XYZ~~ 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	If you do nothing, you will be a Participating Class Member, eligible for an Individual ~~Class~~ <u>Settlement</u> Payment and an Individual PAGA
---	---

Formatted: Indent: First line: 0", Space After: 12 pt

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.5", Space After: 12 pt, No bullets or numbering, Keep lines together

Formatted: Font: Not Bold

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Indent: Left: 0", Space After: 12 pt

Formatted: All caps

Formatted: Space After: 12 pt, Keep with next, Keep lines together

Formatted: Space After: 12 pt

Formatted Table

Participate in the Settlement	Payment (if any). -In exchange, you will give up your right to ~~assert~~ <u>sue</u> the ~~wage~~ <u>Defendant for the</u> claims ~~against XYZ that are covered by this~~ <u>released in the</u> 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 <u>Settlement</u> Administrator a written Request for Exclusion.- Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual ~~Class~~ <u>Settlement</u> Payment. -Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section- <u>6</u> of this Notice.
The Opt-out Deadline is ~~{date}~~	You cannot opt-out of the PAGA portion of the proposed Settlement. ~~XYZ~~ <u>Defendant</u> must pay Individual PAGA Payments to all ~~Aggrieved Employees~~ <u>PAGA Group Members</u> and the ~~Aggrieved Employees~~ <u>PAGA Group Members</u> 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	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- <u>7</u> of this Notice.
Written Objections Must be Submitted by ~~{date}~~	
You Can Participate in the ~~{date}~~ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ~~{date}~~ <u>(note, the date, and time may change without notice to you)</u> . 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- <u>8</u> of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual ~~Class~~ <u>Settlement</u> Payment and <u>Individual</u> 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- <u>(exclusive of leaves of absence.)</u> The number <u>of</u> Class Period Workweeks and number of PAGA Period Pay Periods you

Formatted: Space After: 12 pt

Formatted: Normal, Space After: 12 pt, Add space between paragraphs of the same style

Formatted: Font: Not Bold

Formatted: Space After: 12 pt

Formatted: Normal, Space After: 12 pt, Add space between paragraphs of the same style, Keep lines together

Formatted: Space After: 12 pt

Formatted: Space After: 12 pt

Formatted: Font: Not Bold

Formatted: Space After: 12 pt

Formatted: Normal, Space After: 12 pt, Pattern: Clear

Formatted: Font: Not Bold

Formatted: Space After: 12 pt

Written Challenges Must be Submitted by ~~{date}~~ [redacted]	worked according to ~~XYZ's~~<u>Defendant's business</u> records is stated on the first page of this Notice. -If you disagree with either of these numbers, you must challenge it by ~~{date}~~. [redacted]. See Section ~~4~~ of this Notice.
--	---

Formatted: Space After: 12 pt

Formatted: Font: Not Bold

1. 1. WHAT IS THE ACTION ABOUT?

Formatted: Font: Bold

Formatted: Normal, Space After: 12 pt, No bullets or numbering

Formatted: Space After: 12 pt

Plaintiff is a ~~{n}~~ [redacted] former ~~XYZ~~ Gensler employee. ~~The Action accuses XYZ of violating California labor laws by failing~~ Plaintiff alleges that Defendant failed to pay ~~{e.g., minimum, straight time, and overtime wages, minimum wages, wages due upon termination and reimbursable expenses}~~ and failing ~~failed~~ to provide ~~{e.g., meal periods, failed to authorize and permit rest breaks and periods, failed to timely pay final wages at termination, failed to provide accurate itemized wage statements}~~, ~~failed to indemnify employees for expenditures, and engaged in unfair business practices.~~ Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). -Plaintiff is represented by attorneys in the Action: ~~{name of attorney and law firm}~~ Wilshire Law Firm ("Class Counsel.")

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

Formatted: Space After: 12 pt

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

Formatted: Font: Bold

Formatted: Normal, Space After: 12 pt, No bullets or numbering

Formatted: Space After: 12 pt

So far, the Court has made no determination whether ~~XYZ~~ Defendant or Plaintiff is correct on the merits. -In the meantime, Plaintiff and ~~XYZ~~ Defendant hired ~~{an experienced, neutral mediator} {a retired judge}~~ [redacted] ~~{describe alternative means, David Phillips, Esq. of negotiations}~~ Signature Resolution, in an effort to resolve the Action by negotiating an ~~to end to~~ the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. -By signing a lengthy written settlement agreement ("Agreement") and agreeing to ~~jointly~~ ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and ~~XYZ~~ 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. -By agreeing to settle, ~~XYZ~~ Gensler does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: -(1) ~~XYZ~~ 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 and Aggrieved Employees.~~ PAGA

Formatted: Space After: 12 pt, Line spacing: single

Group Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. ~~XYZ Will Pay~~ 1. Defendant will pay \$400,000.00 as the Gross Total Maximum Settlement Amount (GrossMaximum Settlement). ~~XYZ Defendant~~ has agreed to deposit the GrossMaximum Settlement into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the GrossMaximum Settlement to pay the Individual ClassSettlement Payments, the Individual PAGA Payments, Class Representative Service the Named Plaintiff Award, the Attorneys' Fees and Costs Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses the Administrator Payment, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, ~~XYZ Defendant~~ will fund the GrossMaximum Settlement not more than 14 30 days after the Judgment entered by the Court become final-Effective Date. The Judgment will be final on Effective Date is the date the Court enters Judgment of notice of entry of the Court's Order Granting Final Approval of the Settlement, or a later date if Participating Class Members object to the proposed Settlement or the Judgment there is appealed-an appeal.

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

A. A. Up to \$amount (x%\$133,333.33 (one-third of the GrossMaximum Settlement)) to Class Counsel for attorneys' fees and up to \$amount\$15,000.00 for their actual litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. B. Up to \$amount\$5,000.00 as a Class Representative-Named Plaintiff Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative-Named Plaintiff Award will be the only monies Plaintiff will receive other than Plaintiff's Individual ClassSettlement Payment and any Individual PAGA Payment.

Formatted: Normal, Space After: 12 pt, No bullets or numbering

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman, No underline

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 1", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 1", Hanging: 0.5", Space Before: 0 pt, After: 12 pt, No bullets or numbering

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

C. Up to ~~\$famount~~\$10,500.00 to the Settlement Administrator for services administering the Settlement.

D. Up to ~~\$famount~~\$60,000.00 for PAGA Penalties Payment, allocated 75% to the LWDA as civil penalties under PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees PAGA Group Members based on their PAGA Period Pay Periods.

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

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

4. Taxes Owed on Payments to Class Members. Plaintiff and XYZ Defendant are asking the Court to approve an allocation of ~~{specify percentage}~~50% of each Individual Class Settlement Payment to taxable wages ("Wage Portion") and ~~{specify percentage}~~the remaining 50% to ~~{e.g., expenses, penalties, and interest, etc.}~~ ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~{Option 1: (XYZ Defendant will separately pay employer payroll taxes it owes on the Wage Portion.)}~~. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Settlement Payments on IRS 1099 Forms.

Although Plaintiff and XYZ 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 Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies ~~{ }~~ will be deposited with the California Controller's Unclaimed Property Fund in your name ~~{will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres")}~~. ~~{ }~~ If the monies represented by

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 1", Hanging: 0.5", Space Before: 0 pt, After: 12 pt, No bullets or numbering

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 1", Hanging: 0.5", Space Before: 0 pt, After: 12 pt, No bullets or numbering

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: No underline

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 1", Space After: 12 pt

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman, No underline

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

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

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

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

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

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

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman, No underline

Formatted: Font: Times New Roman

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

9. Participating Class Members' Release. After the Judgment is final and XYZDefendant has fully funded the GrossMaximum Settlement ~~Option 1:~~ (and separately paid all employer payroll taxesⁱⁱ), 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 XYZDefendant or related entities the Released Parties for wages wage and hour claims based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from ~~(+) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3~~ all claims, demands, rights, liabilities, and causes of action, whether known or unknown, that were or could have been asserted (whether in tort, contract, or otherwise) for violation of federal, state or local law arising out of or reasonably relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint, including that Defendant failed to pay all wages due (including minimum, straight, and overtime wages), failed to provide legally-compliant meal and rest breaks, failed to pay premium pay for meal and rest break violations, failed to provide timely pay including final pay, failed to provide accurate itemized wage statements, failed to reimburse for business expenses, engaged in unfair business practices, and for penalties under the Private Attorneys General Act at any time during the Class Period.

Except as set forth in Section 5.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.^{viii}

10. Aggrieved Employees' PAGA Group Members' PAGA Release. After the Court's judgment is final, and XYZDefendant has paid the GrossMaximum Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees PAGA Group Members will be barred from asserting PAGA claims

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman, No underline

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 1", Hanging: 0.5", Space After: 12 pt

Formatted: Font: (Default) Times New Roman

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 1.5", Space After: 12 pt

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

against ~~XYZ~~Defendant and the Released Parties, whether or not they exclude themselves from the Settlement. -This means that all ~~Aggrieved Employees~~PAGA Group Members, 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 ~~XYZ~~Defendant or ~~its related entities~~the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

The ~~Aggrieved Employees~~PAGA Group Members' Releases for Participating and Non-Participating Class Members are as follows:

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 1", Space After: 12 pt

Formatted: Font: Times New Roman

Formatted: Normal, Indent: Left: 1.5", Space After: 12 pt

All ~~Participating and~~ Non-Participating Class Members who are ~~Aggrieved Employees~~PAGA Group Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, ~~based on the PAGA Period facts stated~~arising out of or reasonably relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint~~, [and] the PAGA Notice [and ascertained in the course of the Action]]~~, including, e.g., (a) ~~any and all claims involving any alleged failure that Defendant failed to pay all wages due (including minimum, straight, and overtime wages), failed to provide legally-compliant meal and rest breaks, failed to pay premium pay for meal and rest break violations, failed to provide timely pay including final pay, failed to provide accurate itemized wage; etc.]~~statements, and failed to reimburse for business expenses.

~~4.~~ 4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

Formatted: Normal, Space After: 12 pt, No bullets or numbering

Formatted: Font: Bold

~~1.~~ 1. Individual ~~Class Settlement~~ Payments. -The Settlement Administrator will calculate Individual ~~Class Settlement~~ Payments by (a) ~~dividing the Net Settlement Amount~~Sum 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.~~

Formatted: No underline

Formatted: Normal, Indent: Left: 0", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

~~2.~~ 2. Individual PAGA Payments. -The Settlement Administrator will calculate Individual PAGA Payments by (a) ~~dividing \$[amount]~~\$15,000.00 by the total number of PAGA Pay Periods worked by all ~~Aggrieved Employees~~PAGA Group Members and (b) ~~multiplying the result by the number of PAGA Period~~Pay Periods worked by each individual ~~Aggrieved Employee~~PAGA Group Member.

Formatted: Normal, Indent: Left: 0", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

3. 3. Workweek/PAGA Pay Period Challenges. -The number of ~~Class~~ Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in ~~XYZ's Defendant's business~~ records, are stated in the first page of this Notice. -You have until ~~[date]~~ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. -You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. Section ~~9~~ of this Notice has the Settlement Administrator's contact information.

Formatted: Normal, Indent: Left: 0", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

You need to support your challenge by sending copies of pay stubs or other records. -The Settlement Administrator will accept ~~XYZ's Defendant's~~ calculation of Workweeks and/or PAGA Pay Periods based on ~~XYZ's Defendant's business~~ 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 Settlement Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and ~~XYZ's Defense~~ Counsel. -The Settlement Administrator's decision is final. -You can't appeal or otherwise challenge its final decision.

Formatted: Normal, Indent: Left: 0.5", Space After: 12 pt

5. 5. HOW WILL I GET PAID?

Formatted: Normal, Space After: 12 pt, No bullets or numbering

1. 1. Participating Class Members. -The Settlement 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~~ PAGA Group Members. The single check will combine the Individual ~~Class Settlement~~ Payment and the Individual PAGA Payment.

Formatted: No underline

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

Formatted: No underline

2. 2. Non-Participating Class Members. -The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every ~~Aggrieved Employee~~ PAGA Group Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Formatted: No underline

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.5", Space After: 12 pt, No bullets or numbering

Formatted: No underline

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

Formatted: Indent: Left: 1", Space After: 12 pt

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

Formatted: Normal, Space After: 12 pt, No bullets or numbering

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 Settlement

Formatted: Font: Times New Roman

Formatted: Indent: Left: 0", Space After: 12 pt

Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as ~~{caption of Action}~~, Darius Young v. M. Arthur Gensler Jr. & Associates, Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). -You must make the request yourself. -If someone else makes the request for you, it will not be valid. ~~-The~~Your letter to the Settlement Administrator must be sent ~~your request to be excluded by {date}, postmarked no later than~~ or it will be invalid. -Section-9 of the Notice has the Settlement Administrator's contact information.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

~~7.~~ 7. HOW DO I OBJECT TO THE SETTLEMENT?

Formatted: Normal, Space After: 12 pt, No bullets or numbering

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 ~~XYZ~~Defendant are asking the Court to approve. -At least ~~{insert}~~16 court days before the ~~{date}~~ Final Approval Hearing, Class Counsel ~~and/or Plaintiff~~ will file in Court (1)-a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2)-a Motion for Attorneys' Fees, Litigation Expenses and Costs Payment and Service-Named Plaintiff Award stating (i)-the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii)-the amount Plaintiff is requesting as ~~a Class Representative Service~~Named Plaintiff Award. -Upon reasonable request, Class Counsel (whose contact information is in Section-9 of this Notice) will send you copies of these documents at no cost to you. -You can also view them on the Settlement Administrator's Website ~~{need details}~~ or the Court's website ~~{need details}~~. -<https://www.lacourt.org/>.

Formatted: Indent: Left: 0", Space After: 12 pt

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees, Litigation Expenses and Service Costs Payment and Named Plaintiff Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. ~~-The deadline for sending~~ To be valid, your written objections to the Administrator is {date}, objection and all supporting papers must be postmarked on or before Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. -Make sure you identify the Action ~~{ease caption}~~Darius Young v. M. Arthur Gensler Jr. & Associates, Inc., and include your name, current address, telephone number, and approximate dates of employment for ~~{XYZ}~~Defendant and sign the objection. -Section-9 of this Notice has the Administrator's contact information.

Formatted: Indent: Left: 0", Space After: 12 pt

Formatted: Font: Not Bold

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

Formatted: Indent: Left: 0", Space After: 12 pt

~~8.~~ 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

Formatted: Normal, Space After: 12 pt, No bullets or numbering

You can, but don't have to, attend the Final Approval Hearing on {date} at {time} in Department {7} of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.- At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the ~~Gross~~Maximum Settlement will be paid to Class Counsel, Plaintiff, and the Settlement Administrator.- The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. -You can attend (or hire a lawyer to attend) either personally or virtually via [LACourtConnectLA Court Connect](https://www.lacourt.org/lacc/) (<https://www.lacourt.org/lacc/> - {confirm} - ://www.lacourt.org/lacc/). Check the Court's website for the most current information.

Formatted: Space After: 12 pt

It's possible the Court will reschedule the Final Approval Hearing. -You should check the Administrator's website {www.etc.} beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

Formatted: Space After: 12 pt

9. 9. HOW CAN I GET MORE INFORMATION?

Formatted: Normal, Space After: 12 pt, No bullets or numbering

The Agreement sets forth everything XYZDefendant and Plaintiff have promised to do under the proposed Settlement. -The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to {specify whose}CPT Group, Inc.'s website at {URL of website}. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) {confirm}(<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. {number}-22STCV07284. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

Formatted: Space After: 12 pt

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

Formatted: All caps

Formatted: Space After: 12 pt, Keep with next, Keep lines together

Class Counsel:

Justin F. Marquez, Esq.

{Name of Attorney}

{Email Address}

{Name of Firm}

{Mailing Address}

-justin@wilshirelawfirm.com

Christina M. Le, Esq.

cle@wilshirelawfirm.com

Zachary D. Greenberg, Esq.

zgreenberg@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor

Los Angeles, California 90010

Telephone: (213) 381-9988

Formatted: Expanded by 0.25 pt

Formatted: Font: Expanded by 0.25 pt

Formatted: Right: 0.09", No widow/orphan control, Tab stops: -1", Left + -0.5", Left + 0.5", Left + 0.56", Left + 1", Left + 1.5", Left + 2", Left + 2.5", Left + 3", Left + 3.5", Left + 4", Left + 4.5", Left + 4.8", Left + 5", Left + 5.5", Left + 6", Left + 6.5", Left

Formatted: Indent: Left: 0.5", No widow/orphan control, Tab stops: -1", Left + -0.5", Left + 0.5", Left + 0.56", Left + 1", Left + 1.5", Left + 2", Left + 2.5", Left + 3", Left + 3.5", Left + 4", Left + 4.5", Left + 4.8", Left + 5", Left + 5.5", Left + 6", Left + 6.5", Left

Formatted: Spanish (Spain), Expanded by 0.25 pt

Facsimile: (213) 381-9989

Settlement Administrator:

{Name of Company}

{

CPT Group, Inc.

Email Address}

⌘
Mailing Address⌘
⌘: 50 Corporate Park, Irvine, CA
92606
Telephone⌘
⌘
Fax Number⌘

Formatted: Indent: Left: 0.5", Space After: 12 pt

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

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. -If your check is already void-_____ you should consult the Unclaimed Property Fund {website} for instructions on how to retrieve the funds-{you will have no way to recover the money}-._____

Formatted: Normal, Space After: 12 pt, No bullets or numbering

Formatted: Section start: New page

Formatted: Space After: 12 pt

11. 11. WHAT IF I CHANGE MY ADDRESS?

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

Formatted: Normal, Space After: 12 pt, No bullets or numbering

Formatted: Space After: 12 pt

ⁱ This Form Class Action and PAGA Settlement Agreement is for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Form Class Action Settlement Agreement and Class Notice.

ⁱⁱ Whether the “date of preliminary approval” yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties’ *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount “represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation.” (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)

ⁱⁱⁱ See endnote ii above.

^{iv} The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

^{*} The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{vi} Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g., a settlement that is solely a Labor Code Section 226(a) claim.)

^{vii} Insert negotiated terms, if any, addressing the possibility that XYZ’s estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an “escalator” clause memorializing XYZ’s promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ’s estimates.

^{viii} Releases in Notice should track the releases in the Settlement Agreement.

Exhibit 3

CASE NAME: YOUNG V. M. ARTHUR GENSLE JR. & ASSOCIATES, INC.

Date: November 7, 2022

Requesting Attorney: Zach Greenberg

Plaintiff or Defense: Plaintiff

Firm Name: Wilshire Law Firm, PLC

Telephone: (213) 381-9988 Ext. 528

Email: ZGreenberg@wilshirelawfirm.com

All-In Settlement

Class Size: 509

Opt-Out Rate: 1.5%

No. of Checks Issued: 501

Postage Total: \$682.68

Grand Total: \$15,306.25

DISCOUNTED FLAT FEE: \$10,500.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. All Pertinent Documents will be Posted on a Case Specific Website. CPT will Setup and Maintain a Dedicated Case Email Address.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	5	\$475.00
Programming: Data Base Setup	\$150.00	5	\$750.00
Static Website	\$500.00	1	\$500.00
Dedicated Case Email Address	\$150.00	2	\$300.00
TOTAL			\$2,025.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA. CPT will Mail a Full-Length Notice & 1-Page Exclusion Form.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
Print & Mail Notice Packets	\$1.00	509	\$509.00
First-Class Postage (up to 1 oz.)*	\$0.60	509	\$305.40
TOTAL			\$1,139.40

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Remailled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	31	\$15.50
Skip Trace for Best Address	\$1.00	27	\$27.00
Print & Remail Notice Packets	\$1.00	25	\$25.00
First-Class Postage (up to 1 oz.)	\$0.60	25	\$15.00
TOTAL			\$142.50

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	8	\$15.27
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.60	1	\$0.60
Review & Process Deficiency Responses	\$10.00	1	\$10.00
		TOTAL	\$332.37

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business

Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	102	\$306.00
		TOTAL	\$606.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	501	\$50.14
		TOTAL	\$485.14

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	501	\$1,253.41
First-Class Postage (up to 1 oz.)*	\$0.60	501	\$300.82
		TOTAL	\$3,544.23

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	40	\$20.00
Skip Trace for Best Address	\$1.00	40	\$40.00
Remail Undeliverable Checks	\$2.50	36	\$90.00
First-Class Postage (up to 1 oz.)	\$0.60	36	\$21.60
Re-Issue Checks as Required	\$5.00	26	\$130.00
First-Class Postage (up to 1 oz.)	\$0.60	26	\$15.60
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$4,857.20

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	105	\$15.75
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	11	\$55.00
First-Class Postage (up to 1 oz.)	\$0.60	11	\$6.60
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Project Manager: June Remittance	\$95.00	2	\$190.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$2,174.41

GRAND TOTAL \$15,306.25

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
 - c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
 - d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
 - e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
 - f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
 - g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
 - h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
 - o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
 - p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
 - r) **"Products"** means any and all CPT Services, and work products resulting from Services.
 - s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.
 - t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) **"Term"** means the term of the Agreement, as set forth in the Order.
 - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disenabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.
4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. Mutual Obligations.
- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this

Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

Exhibit 4

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

9/11/2023
Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Expert Fees					
	8/1/2022	35933	Mediation Fee	7,450.00	7,450.00
	10/5/2022	6855	Expert Fees	1,500.00	1,500.00
	1/12/2023	7333	Expert Fees	312.50	312.50
Total EXPERT FEES				9,262.50	9,262.50
Legal Expenses					
	12/13/2021	845458138	Legal Research	27.62	27.62
	12/13/2021	845458138	Legal Research	12.81	12.81
	3/3/2022		PAGA Fee	75.00	75.00
	8/8/2022	262780	Case Anywhere	137.40	137.40
	8/11/2022	846791965	Legal Research	12.11	12.11
	11/10/2022	271536	Case Anywhere	135.00	135.00
	2/10/2023	280067	Case Anywhere	135.00	135.00
	5/10/2023	288968	Case Anywhere	141.00	141.00
	8/8/2023	398175	Case Anywhere	171.00	171.00
Total LEGAL EXPENSES				846.94	846.94
Process Service Fees					
	3/1/2022	45327	Attorney Services	1,663.50	1,663.50
	3/25/2022	46100	Attorney Services	146.00	146.00
	3/28/2022	46142	Attorney Services	45.00	45.00
	5/23/2022		Attorney Services	18.22	18.22
	5/23/2022		Attorney Services	172.65	172.65
	7/13/2022		Attorney Services	18.22	18.22
	7/26/2022		Attorney Services	18.22	18.22
	10/13/2022		Attorney Services	18.22	18.22
	1/10/2023		Attorney Services	13.90	13.90
	1/11/2023	54351	Attorney Services	85.00	85.00
	1/26/2023		Attorney Services	80.46	80.46
	4/25/2023		Attorney Services	18.69	18.69
	5/25/2023		Attorney Services	14.36	14.36
	5/25/2023		Attorney Services	17.66	17.66
	6/22/2023	20609960	Attorney Services	18.69	18.69
	7/5/2023	20734398	Attorney Services	18.69	18.69
Total PROCESS SERVICE FEES				2,367.48	2,367.48
Other Costs					
	11/16/2021		Case Administration Fee for In-House Services	500.00	500.00
	11/23/2021	E-726138	Printing Cost	4.50	4.50
	11/29/2021	E-708347	Printing Cost	6.13	6.13
	12/28/2021	E-754341	Printing Cost	6.13	6.13
	12/28/2021	E-754342	Printing Cost	6.13	6.13
	3/3/2022	E-839535	Printing Cost	6.33	6.33
	3/3/2022	E-839537	Printing Cost	6.33	6.33
	3/3/2022	E-1470818	Printing Cost	4.00	4.00
	9/14/2022	E-1688252	Printing Cost	11.50	11.50
	1/25/2023	E-3122896	Printing Cost	1.89	1.89
	9/9/2023		Lunch meeting to discuss mediation strategy	172.54	172.54
	9/21/2022		Lunch during mediation	115.73	115.73
	9/21/2022		Dinner during mediaton	211.71	211.71
Total OTHER COSTS				1,052.92	1,052.92
TOTAL				13,529.84	13,529.84

PROOF OF SERVICE

Darius Young v. M. Arthur Gensler Jr. & Associates
22STCV07284

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **September 12, 2023**, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Julia C. Riechert
JRiechert@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
Menlo Park, California 94025
Telephone: (650) 614-7400
Facsimile: (650) 614-7401

Lisa M. Bowman
lisa.bowman@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105-2669
Telephone: (415) 773 5700
Facsimile: (415) 773 5759

Mariam Bicknell
mbicknell@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
2050 Main Street, Suite 1100
Irvine, California 92614
Telephone: (949) 567-6700
Facsimile: (949) 567-6710

Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on September 12, 2023, at Los Angeles, California.



Sandy S. Sespene