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

ARTURO RODRIGUEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

GREEN SET, INC., a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV30141

*[Assigned for all purposes to the Hon. Carolyn B.
Kuhl, SSC-12]*

**DECLARATION OF ELIZABETH
NGUYEN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: August 23, 2022
Time: 10:30 a.m.
Dept.: SSC-12

Action filed: August 16, 2021
Trial Date: None set

1 I, ELIZABETH NGUYEN, declare as follows:

2 1. I am a shareholder of the law firm Lidman Law, APC, and counsel for the named Plaintiff
3 Arturo Rodriguez (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a
4 member in good standing of the bar of the State of California and am admitted to practice in this Court. I
5 have personal knowledge of the facts stated in this declaration and could testify competently to them if
6 called upon to do so.

7 2. I am a 2005 graduate of Loyola Law School. During law school, I worked as an extern for
8 the Honorable Erithe A. Smith, U.S. Bankruptcy Court for the Central District of California. During law
9 school, I also worked as a law clerk in the Enforcement Unit of the Office of the Chief Trial Counsel for
10 the State Bar of California.

11 3. Since graduating from law school, my practice has focused almost exclusively on
12 employment litigation. In October 2007, I began working as an associate attorney at the international law
13 firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the “largest
14 law firm in the world exclusively devoted to representing management in employment, employee benefits
15 and labor law matters.”

16 4. In June 2012, I left Littler Mendelson to work at the Los Angeles office of Reed Smith
17 LLP. During my employment at Reed Smith, I worked exclusively in the labor and employment practice
18 group. In June 2013, I returned to Littler Mendelson as an associate attorney, was promoted to Shareholder
19 in 2015, and was elevated to participating Shareholder in 2017. Since October 2007, my practice has been
20 and continues to be exclusively labor and employment law, with a strong emphasis on wage and hour
21 class actions venued in both state and federal courts. During this time period and my legal career in
22 general, I also worked on a number of single and multi-plaintiff wage and hour matters as well. During
23 my employment at Littler Mendelson, I was a member of its Class Action Practice Group.

24 5. During my employment at Littler Mendelson, I played a significant role in the class actions
25 that I was staffed on, and was primarily responsible for managing the litigation both in my role as a Senior
26 Associate and as a Shareholder. In particular, I received a wide-array of wage and hour class action
27 experience performing the following types of tasks: drafting demurrers, motions to strike and/or dismiss;
28 removing actions from state court to federal court; drafting and responding to written discovery; drafting

1 and opposing discovery related motions; arguing discovery related motions; drafting motions to
2 consolidate related matters; interviewing putative class members and obtaining declarations in connection
3 with class certification; drafting oppositions to motions for class certification; conducting exposure
4 analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class
5 certification and potential damages resulting from such claims; drafting mediation briefs; serving as the
6 primary contact to in-house counsel; deposing named plaintiffs and putative class members; deposing
7 retained expert witnesses; and defending the depositions of corporate witnesses. I also was involved in
8 the negotiations and settlements of many large wage and hour class actions. In short, I played an integral
9 role in all aspects of litigation from the inception of a matter through and beyond class certification. I also
10 supervised the work of several associate attorneys who were staffed on the same wage and hour class
11 actions.

12 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
13 actions that I performed substantial work on while I was an Associate and/or Shareholder at Littler
14 Mendelson:

- 15 ► *Branch v. PM Realty Group, Inc.* Case No. BC575759, Los Angeles Superior
16 Court, County of Los Angeles, Honorable Ann Jones, presiding.
- 17 ► *Herrera v. Pharmavite, LLC*, Case No. BC599201, Los Angeles Superior Court,
18 County of Los Angeles, Honorable Judge Carolyn Kuhl, presiding.
- 19 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
20 States District Court, Central District of California, Honorable Judge Percy
21 Anderson, presiding.
- 22 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
23 States District Court, Central District of California, Honorable Judge Percy
24 Anderson, presiding.
- 25 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
26 Superior Court, County of Los Angeles, Honorable Judge Jane Johnson, presiding.¹

27
28 ¹ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

- 1 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
2 Superior Court, County of Orange, Honorable Judge Thierry Patrick Colaw,
3 presiding.
- 4 ▶ *Page v. Luxottica Retail North America, Inc.*, Case No. FCS041512, California
5 Superior Court, County of Solano, Honorable Judge Paul Berman, presiding.
- 6 ▶ *Parker v. FedEx National LTL, Inc.*, Case No. 11-CV-006380-DSF-FFM, United
7 States District Court, Central District of California, Honorable Judge Dale Fischer,
8 presiding.
- 9 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
10 States District Court, Central District of California, Honorable Judge Margaret
11 Morrow, presiding.
- 12 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
13 District Court, Central District of California, Honorable Judge Margaret Morrow,
14 presiding.
- 15 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
16 California Superior Court, County of San Diego, Honorable Judge Jeffrey B.
17 Barton, presiding.
- 18 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
19 Court, County of Santa Clara.
- 20 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
21 County of Los Angeles, Honorable Judge Terry Green, presiding.
- 22 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
23 Court, County of San Francisco.
- 24 ▶ *Robertson v. FedEx National LTL, Inc.*, Case No. 09-CV-05016-DSF-FFM, United
25 States District Court, Central District of California, Honorable Judge Dale Fischer,
26 presiding.
- 27
28

1 ► *Wittman v. FedEx National LTL, Inc.*, Case No. 09-CV-03663-DSF-FFM, United
2 States District Court, Central District of California, Honorable Judge Dale Fischer,
3 presiding.

4 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to start a law firm
5 with another former Littler Mendelson Shareholder, Scott M. Lidman, to represent employees with work-
6 related claims, including primarily wage and hour claims and almost exclusively on a class-action basis.
7 I am currently a Shareholder of Lidman Law, APC. Currently, over ninety percent (90%) of my practice
8 is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently responsible
9 for prosecuting over sixty-five (65) wage and hour class actions filed in State courts throughout
10 California, with several of them having been removed to Federal courts. I believe that my professional
11 experience renders me more than qualified to serve as class counsel in this lawsuit involving claims of
12 underpaid overtime and minimum wages, meal and rest period violations, and derivative penalty claims.
13 Not only have I litigated dozens of wage and hour cases throughout my career involving similar claims,
14 including the wage and hour class actions identified above, I have litigated similar claims from both
15 plaintiff and defense perspectives. As a result, I am able to realistically assess and evaluate the facts and
16 legal arguments that can be made in pursuit and defense of similar wage and hour claims, as well as those
17 facts and arguments in support and in opposition to class certification. Consequently, I am able to
18 appreciate the significant risks, uncertainties, and delay involved in wage and hour class action litigation.

19 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
20 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
21 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
22 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
23 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
24 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
25 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
26 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
27 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
28 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*

1 v. *H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
2 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
3 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
4 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
5 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
6 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley
7 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
8 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
9 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
10 presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court,
11 County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*
12 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
13 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
14 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
15 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
16 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
17 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
18 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
19 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
20 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
21 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
22 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
23 Honorable Judge Philip S. Gutierrez presiding.

24 9. As co-counsel for Plaintiff and the proposed Settlement Class, I have been intimately
25 involved in every aspect of this case from its inception through the present, and I believe that the proposed
26 Settlement is a favorable result for the Settlement Class under the circumstances presented.

27 10. Defendant Green Set, Inc. (hereinafter “Green Set” or “Defendant”) rents equipment
28 including, without limitation, plants, props, and holiday decorations to be used for events and/or film and

1 television. On August 16, 2021, Plaintiff filed a putative class action complaint against ACR in Los
2 Angeles County Superior Court. On April 29, 2022, in connection with the Parties' settlement, Plaintiff
3 submitted a letter to the California Labor & Workforce Development Agency ("LWDA") and Green Set
4 of his intention of filing a PAGA claim based on the labor code violations as alleged in his complaint.
5 Therefore, on July 25, 2022, after exhausting his administrative remedies, Plaintiff filed a First Amended
6 Class Complaint adding causes of action for: (i) failure to provide accurate, itemized wage statements
7 and (ii) civil penalties under the PAGA. A true and correct copy of Plaintiff's letter to the LWDA and
8 Green Set is attached hereto as **Exhibit 1**.

9 11. After agreeing to participate in early mediation, Green Set informally produced time
10 records and payroll data for a sampling of the putative class, as well as its wage and hour policies and
11 other relevant documents and information relevant to the claims alleged in advance of mediation. After
12 the detailed review of the payroll and time records and other documents and policies produced by Green
13 Set, Class Counsel drew on their extensive experience in similar cases to assess the strengths and
14 weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and value of
15 Plaintiff's claims and Green Set's defenses thereto, if a settlement could not be reached.

16 12. On April 18, 2022, after extensive research and analysis, a mediation was held with Jeffrey
17 Krivis, a well-respected wage and hour class action mediator. During mediation, the parties vigorously
18 debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal
19 basis for the claims and defenses. Ultimately, the parties agreed in principle on a class-wide resolution.
20 *Id.* In the weeks that followed, the parties finalized the terms of settlement and executed the Stipulation
21 of Settlement ("Settlement"). A true and correct copy of the Settlement executed by Plaintiff and his
22 counsel is attached hereto as **Exhibit 2**. The proposed Notice Packet documents are attached as Exhibit
23 A to the Settlement.

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13. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount (“GSA”):	\$450,000.00
Minus Court-approved attorneys’ fees (update to 1/3 of GSA):	\$150,000.00
Minus Court-approved, verified costs (up to \$22,000.00):	\$22,000.00
Minus Court-approved Class Representative Service Award:	\$5,000.00
Minus Settlement Administration Costs:	\$4,900.00
Minus PAGA civil penalties to LWDA and PAGA Employees:	\$20,000.00
Net Settlement Amount (“NSA”):	\$248,100.00

The Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of participating Settlement Class Members. Defendant agrees to deposit the Gross Settlement Amount and the employer’s (Defendant’s) share of payroll taxes with the Settlement Administrator the later of February 15, 2023 or within thirty (30) calendar days of the “Effective Date”. See Settlement, ¶ 5.B.

After deducting amounts for the Court-approved attorneys’ fees and verified costs, Service Award to Plaintiff, Settlement Administrator costs, and the PAGA payment to the LWDA and the PAGA Employees, the Settlement requires Green Set to pay a Net Settlement Amount (“NSA”) of at least \$248,100.00 to all Settlement Class members who do not timely opt out.

14. According to Green Set, there are approximately 205 total Settlement Class members defined as: All current and former non-exempt, hourly employees of Defendant Green Set, Inc. who worked at any time in California between August 16, 2017 and the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier. For purposes of this Settlement Agreement, the “Class Period” shall mean the time period of August 16, 2017 and the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier. Thus, the average Individual Settlement Payment (assuming all Settlement Class members worked the same length of time) is projected to be approximately **\$1,210.24, which is exclusive of the PAGA Amount.**

The proposed PAGA Employees is defined as “all current and former non-exempt, hourly employees of Defendant Green Set, Inc. who worked at any time in California between August 16, 2020

1 and the date of preliminary approval, or the date on which the workweeks worked by the Class Members
2 reaches 17,602, whichever is earlier.” For purposes of this Settlement Agreement, the “PAGA Period”
3 shall mean the time period of August 16, 2020 and the date of preliminary approval, or the date on which
4 the workweeks worked by the Class Members reaches 17,602, whichever is earlier. Thus, if all 205
5 Settlement Class Members are also PAGA Employees will receive an additional average payment of
6 \$24.39.

7 15. Settlement Class members’ claims arise from Green Set’s common, uniform policies and
8 practices that applied to Settlement Class members during the class period. Specifically, Plaintiff alleged
9 that Green Set’s common and uniform policies and practices resulted in the following violations,
10 involving common questions of law and fact: (1) failure to pay all overtime wages owed; (2) failure to
11 pay all minimum wages owed; (3) failure to provide all legally required meal periods; (4) failure to
12 authorize and permit all legally required rest periods; (5) failure to pay all final wages upon separation
13 of employment; (6) failure to provide accurate, itemized wage statements; (7) engagement in unlawful
14 business practices; and (8) liability for civil penalties under the PAGA.

15 16. As described in the accompanying Motion for Preliminary Approval, Plaintiff alleges that
16 he and Settlement Class members were not fully compensated for all of their time worked. Specifically,
17 Plaintiff alleges Green Set would keep track of his hours and the hours of the other non-exempt
18 employees, and would unlawfully shave their work time and/or round their work time such that they
19 would not be fully paid for all time worked. Plaintiff also alleges that this time shaving and/or rounding
20 practice utilized by Green Set was not-even handed over time and would almost exclusively round and
21 shave in Green Set’s favor such that the employees were routinely underpaid for their time worked. Based
22 on Plaintiff’s review of the timekeeping data produced in connection with mediation, Plaintiff contends
23 employees were on average underpaid approximately 30 minutes per week at the overtime rate.
24 Accordingly, Green Set’s exposure for its alleged unlawful rounding is \$360,045 (16,002 workweeks x
25 .50 (30 mins per workweek) x \$45.00 (average overtime rate)).

26 17. Green Set contends that it compensated Settlement Class members for all of their time
27 worked. Green Set also contends that its rounding practices were lawful, and any unpaid time was *de*
28 *minimis* and therefore non-compensable. Green Set also contends that Plaintiff and the other non-exempt

1 employees are subject to a Collective Bargaining Agreement (“CBA”). Green Set further asserts that
2 Plaintiff would be unable to certify a rounding class given the individualized inquiries that would be
3 required, and also that Green Set rounding mechanism was, according to it, allegedly facially neutral.
4 Further, Green Set contends that Plaintiff’s assessment of the claim at the overtime rate is incorrect. In
5 light of these defenses, Plaintiff discounted the maximum exposure by 45% for the risk of non-
6 certification, and an additional 30% to account for Green Set’s defenses on the merits, to arrive at an
7 estimated exposure of \$138,617.33.

8 18. Plaintiff alleges that he and Settlement Class members were not provided with all legally-
9 compliant first meal periods beginning before the end of the sixth hour of work. Specifically, due to the
10 work demands imposed by Green Set, Plaintiff alleges that in approximately 19% of the meal-enabling
11 shifts, there was either a late, short, or missed meal period. Therefore, Plaintiff calculated Green Set’s
12 maximum exposure on the alleged meal period violations at approximately \$442,375 ((16,002 workweeks
13 x 5 shifts per week x .97 (% of shifts over 6.0 hours) x .19 (violation rate) x \$30.00 average hourly rate).

14 19. Green Set counters that it has always provided non-exempt employees with an opportunity
15 to take legally compliant meal periods, and any non-compliant meal periods reflected in employee
16 timekeeping records were solely the result of employee choice, rather than any policy or practice of Green
17 Set. Green Set also contends the employees are subject to a CBA, Green Set complied with the terms of
18 the CBA, and points out that it is only required to “provide” the opportunity to take meal periods, not
19 “ensure” meal periods are taken, and that they have always done so. Finally, Green Set contends Plaintiff’s
20 meal period claim is not suited for class certification, a 19% violation rates supports its defenses and since
21 individual inquiries would be required to assess which employees took non-compliant meal periods, how
22 many meal periods were non-compliant or missed, and the reasons why a particular employee took a non-
23 compliant meal period or missed a meal period during a particular shift. Accordingly, Plaintiff discounted
24 the maximum exposure by 45% for the risk of non-certification, and an additional 40% to account for
25 Green Set’s defenses on the merits to arrive at an estimated exposure of \$145,983.75.

26 20. Plaintiff alleges that he and Settlement Class members were also not authorized and
27 permitted to take all required rest periods due to Green Set’s rest period policies and practices that fail to
28 authorize and permit all rest periods for every four hours worked, *or major fraction thereof*. Specifically,

1 Plaintiff alleges that Green Set failed to authorize and permit Plaintiff and other non-exempt employees to
2 take second rest period when they worked shifts in excess of 6.0 hours. Based on the data, 97% of the
3 shifts worked were in excess of 6.0 hours. Accordingly, Plaintiff calculated Green Set's maximum
4 exposure for rest period violations at \$2,328,291 (16,002 workweeks x 5 shifts per week x 97 (% shifts
5 over 6.0 hours) x \$30.00 average premium).

6 21. Green Set contends it has always maintained and enforced lawful rest period policies and
7 practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
8 periods in compliance with California law. Further, Green Set argues that Plaintiff's rest period claim is
9 inherently unsuited for class treatment as it requires an individualized inquiry into whether each
10 Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which
11 would devolve into an unmanageable series of mini-trials. Accordingly, Plaintiff discounted the
12 maximum exposure by 50% for the risk of non-certification, and an additional 55% to account for Green
13 Set defenses on the merits to arrive at an estimated exposure of \$523,865.48.

14 22. Plaintiff further alleges that Green Set issued inaccurate wage statements in violation of
15 Labor Code § 226 as a result of the alleged unpaid minimum wages, overtime wages, and meal and rest
16 period premium wages described above. Specifically, Plaintiff contends that this conduct violated Labor
17 Code § 226(a) because the wage statements issued to Settlement Class Members did not include all hours
18 worked and the rate at which they were being paid. Plaintiff's data analysis reflected that there were
19 approximately 5,705 wage statements issued during the relevant time period. Therefore, Plaintiff
20 calculated Green Set's maximum exposure for wage statement violations at approximately \$563,250
21 ((\$50.00 x 145 current employees) + (\$100.00 x 5,560 subsequent wage statements)).

22 23. Green Set argues that meal and rest period claims cannot support a claim for wage
23 statement penalties. Green Set further argues that its alleged wage statement violations could not be
24 shown to be "knowing and intentional," and that Plaintiff cannot show that he or any other employee
25 "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e)
26 for imposition of penalties. As such, Plaintiff discounted the calculated exposure by 50% for a risk of
27 non-certification and an additional 45% for a risk of being unsuccessful on the merits, to arrive at an
28 estimated total of \$154,893.75.

24. Plaintiff alleges that Green Set is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages. Based on the data provided by Green Set, there were approximately 49 Settlement Class members who have separated their employment with Green Set during the relevant time period who could be entitled to waiting time penalties. Therefore, Plaintiff calculated Green Set's maximum exposure for waiting time penalties at approximately \$352,800 (49 former employees x \$30.00/hour x 30 days x 8 hours/day).

25. Green Set asserts it has strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties. Accordingly, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and an additional 40% to account for Green Set's defenses on the merits, to arrive at an estimated exposure of \$116,424.00.

26. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Plaintiff calculated Green Set's maximum exposure at \$570,500 (5,705 pay periods x \$100 initial violation rate).

27. Green Set argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims will fail. Green Set also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Green Set liable for any of Plaintiff's claims. Therefore, Plaintiff discounted the maximum exposure figure by 50% for a risk of being unsuccessful on the merits, and an additional 35% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of \$185,412.50.

28. Using these estimated figures for each of the claims described above, Plaintiff predicted the realistic total recovery for the Settlement Class would be approximately \$1,265,196.80. The proposed settlement of \$450,000.00 therefore represents approximately 35.57% of the reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate as the settlement will provide tangible monetary relief to Settlement Class members, and will still provide an average recovery to Settlement Class members of over \$1,200.00.

29. Here, Class Counsel will also apply for an attorneys' fees award of one-third of the GSA, which is estimated to be \$150,000.00, and up to \$22,000.00 in verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex, risky, expensive, and time-

1 consuming litigation on a purely contingent fee basis. My office has incurred substantial attorney fees
2 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, analyzing
3 Settlement Class members' timekeeping data and payroll records, preparing for and attending mediation,
4 negotiating and revising the long-form Settlement, preparing this Motion, and otherwise litigating the
5 case. I also anticipate my office incurring future attorneys' fees in overseeing the Notice process and
6 fielding questions from Settlement Class members, preparing the final approval papers and attending the
7 Final Approval hearing.

8 30. Plaintiff has provided written approval of the split of attorneys' fees in this action: 46.5%
9 to Haines Law Group, APC, 31% to Lidman Law, APC, and 22.5% to Michael Burgis & Associates, P.C.
10 Michael Burgis & Associates, P.C. is the referring attorney.

11 31. Plaintiff will seek a service award of \$5,000.00 at the time of seeking final approval, and
12 I believe this is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of
13 the Settlement Class members, including the risk that he could be liable for Green Set's costs if this case
14 was unsuccessful. Plaintiff was integral in the prosecution of this action, by, among other things,
15 providing substantial factual information and documents to Class Counsel, participated in meetings with
16 Class Counsel to discuss the claims and theories at issue in the litigation, and otherwise actively
17 participating in the prosecution of their claims. In addition, Plaintiff agreed to a general release of all
18 claims against Defendant.

19 32. Although the parties engaged in informal discovery, the parties still had significant
20 discovery to complete in formal litigation had the matter not settled. Moreover, Plaintiff still had to file
21 for class certification, and faced the prospect of appeals in the wake of a disputed class certification ruling
22 for Plaintiff and/or an adverse summary judgment ruling. Even if the classes sought to be certified by
23 Plaintiff were in fact certified, the parties would incur considerably more attorneys' fees and costs
24 through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks
25 and the accompanying expense.

26 33. After this Motion is filed, I will cause a copy of it to be submitted to the LWDA and will
27 file a supplemental proof of service prior to the hearing.
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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct.

3 Executed on July 25, 2022 at El Segundo, California.

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6 Elizabeth Nguyen
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EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

April 29, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

LANDEGGER VERANO & DAVIS

Alfred J. Landegger
Kristina Kourasis
15760 Ventura Blvd., Suite 1200,
Encino, California 91436

Attorneys for Defendant Green Set, Inc.

Re: *Arturo Rodriguez v. Green Set, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Arturo Rodriguez in claims arising from his employment with Green Set, Inc. (collectively, “Defendants”). Mr. Rodriguez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all of Defendant’s current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

Mr. Rodriguez was employed by Defendant as an hourly, non-exempt employee from approximately October 10, 1997 through approximately January 25, 2010 and again from approximately September 3, 2013 through approximately March 16, 2020, at which time his employment was laid off because Defendant’s temporarily ceased operations due to the COVID-19 pandemic. During his employment, Mr. Rodriguez worked as a maintenance worker at Defendant’s North Hollywood facility and performed various duties including, without limitation, loading and unloading equipment, maintaining plants, and cleaning and organizing Defendant’s greenhouses.

During his employment with Defendant, Mr. Rodriguez was typically scheduled to work Monday through Friday from approximately 8:00 a.m. until approximately 5:00 p.m. or 5:30 p.m., but at times would begin working as early as 6:00 a.m. and/or would work seven days a week. Throughout

his employment with Defendant, Defendant's timekeeping policies and practices required Mr. Rodriguez to record his time worked on a timecard.

During at least a portion of his employment, Defendant would keep track of Mr. Rodriguez's and other non-exempt employees' time worked and would unlawfully shave their work time and/or round their work time such that they would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant's favor such that Mr. Rodriguez and other non-exempt employees were routinely unpaid at least minimum wages for their time worked. Further, because Mr. Rodriguez and other non-exempt employees would typically work more than eight (8) hours per day and/or forty (40) hours per week, Defendant's time-keeping policies and practices also deprived Mr. Rodriguez and other non-exempt employees of overtime wages owed to them.

Throughout Mr. Rodriguez's employment with Defendant, he and other non-exempt employees were not provided with all required meal periods in compliance with California law due to Defendant's unlawful meal period policies/practices. Specifically, due to the heavy work demands imposed by Defendant, Mr. Rodriguez and other non-exempt employees were often prevented from taking meal periods that commenced before the end of the 5th hour of work and/or which were at least 30 minutes in length. Additionally, on the occasions when they worked in excess of 10.0 hours, they were not provided with a second 30-minute meal period due to Defendant's meal period policies/practices that fail to provide for a second meal period for shifts over 10.0 hours. These policies/practices of Defendant failing to provide an uninterrupted, duty-free 30-minute meal period commencing before the end of the fifth hour of work and/or a second, uninterrupted, duty-free 30-minute meal period when Mr. Rodriguez and other non-exempt employees worked in excess of 10.0 hours in a workday violate California law.

Although Mr. Rodriguez and other non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Rodriguez and other non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Rodriguez and other non-exempt employees were not authorized and permitted to take all legally required and compliant rest periods due to Defendant's unlawful rest period policies/practices. Defendant's rest period policies/practices fail to authorize and permit paid rest periods for every four hours worked, or *major fraction thereof*. Specifically, during at least a portion of his employment, when Mr. Rodriguez and other non-exempt employees worked shifts in excess of 6.0 hours, they were not authorized and permitted to take a second rest period due to Defendant's rest period policies/practices of only providing one rest period regardless of the shift length. Further, throughout his entire employment with Defendant, Defendant failed to authorize and permit Mr. Rodriguez and other non-exempt employees to take a third rest period when he worked shifts in excess of 10.0 hours.

On those occasions when Mr. Rodriguez and other non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Mr. Rodriguez and other non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Further, upon information and belief during at least a portion of the class period, Defendant maintained no payroll code or other mechanism for the payment of rest period premium payments under Labor Code § 226.7 in the event that a legally compliant rest period was not provided to their non-exempt employees.

As a result, Defendant failed to provide Mr. Rodriguez and other non-exempt employees with accurate, itemized wage statements, in violation of Labor Code section 226.

As a further result of Defendant's failure to pay all minimum and overtime wages, and meal and rest period premium wages, Defendant failed to pay all wages owed to Mr. Rodriguez and other non-exempt employees upon their separation of employment from Defendant.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 12 ("Wage Order 12"):

Minimum Wage Violations

Defendant was required to pay its aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 2, § 4. The aggrieved employees were not paid for all hours worked due to Defendant's timekeeping and compensation practices. As alleged above, Defendant caused its aggrieved employees to work hours in a workweek but did not properly compensate its aggrieved employees at least minimum wages for all such hours, due to Defendant's unlawful timekeeping practices of rounding and/or shaving their time worked. This practice by Defendant resulted in Defendant not paying the aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

Overtime Violations

Defendant was required to pay its aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 12, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked. As explained above, Defendant had a policy/practice of shaving its aggrieved employees' work time and/or rounding their work time such that they were not fully paid for all time worked. As a result of these policies/practices, the aggrieved employees were not compensated for all overtime wages on occasions when they worked over eight hours in a workday and/or 40 hours in a workweek.

Meal Period Violations

As alleged above, Defendant failed to provide their aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 12, § 11. As described above, as a result of the work demands imposed by Defendant, Defendant provided late, short, or otherwise unlawful meal periods to their non-exempt employees. As a result, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or

rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although the aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit its aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 12, § 12. Specifically, as a result of the work demands imposed by Defendant, the aggrieved employees were often not authorized and permitted to take all legally required rest periods. As a result, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish their aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, total gross wages earned, total net wages earned, and meal and rest period premium wages, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish its aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and unpaid meal period and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

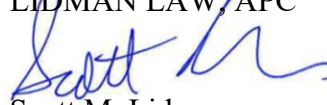
Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Mr. Rodriguez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to their aggrieved employees was willful and, consequently, entitles the aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Rodriguez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Rodriguez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Rodriguez and the other aggrieved employees all overtime compensation earned;
- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Rodriguez and the other aggrieved employees the statutory minimum wage for all hours worked;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Rodriguez and the other aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Rodriguez and the other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Mr. Rodriguez and the other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 204 by failing to pay Mr. Rodriguez and the other aggrieved employees all earned wages at least twice during each calendar month;
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Rodriguez and the other aggrieved employees; and
- h) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Rodriguez and the other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Arturo Rodriguez ("Plaintiff"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Green Set, Inc. ("Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC (collectively, "Class Counsel"). Defendant are represented by Alfred J. Landegger and Kristina Kourasis of Landegger Verano & Davis, ALC.

On August 16, 2021, Plaintiff filed a Complaint against Defendant in Los Angeles County Superior Court, in the matter entitled *Arturo Rodriguez v. Green Set, Inc.*, Case No. 21STCV30141 (the "Action"). In the operative Complaint, Plaintiff alleged that Defendant: (1) failed to pay all overtime wages owed; (2) failed to pay minimum wages owed; (3) failed to provide meal periods, or premium pay for non-compliant meal periods; (4) failed to authorize and permit rest periods, or premium pay for non-compliant rest periods; (5) failed to timely pay all wages due during and upon separation of employment; and (6) engaged in unfair and/or unlawful business practices in violation of California Business and Professions Code § 17200 *et seq.* As a result of the foregoing alleged violations, Plaintiff contends that Defendant are further liable to Plaintiff and the Settlement Class (defined below) because it engaged in unlawful business practices.

On April 29, 2022, Plaintiff sent a letter to the Labor & Workforce Development Agency ("LWDA") and Defendant giving notice of his intent to pursue a representative action against Defendant pursuant to the Private Attorneys General Act ("PAGA") on behalf of himself, the State of California, and on behalf of a proposed groups of aggrieved employees ("Notice to the LWDA"). Provided no response is received by Plaintiff or his counsel from the LWDA within the statutory 65-day period, Plaintiff shall, subject to Court approval, file a First Amended Complaint alleging the prior causes of action, a cause of action for Wage Statement Penalties (Labor Code § 226), and a cause of action for Civil Penalties Under the Private Attorneys General Act (Labor Code § 2698 *et seq.*).

Defendant denies Plaintiff's claims, and further denies the existence of a class.

On April 18, 2022, the Parties participated in a full day mediation, before an experienced and well-regarded mediator, Jeffrey Krivis, Esq. Through the efforts of all Parties and their counsel, as well as the invaluable assistance of the mediator, the Parties were able to reach a mutual understanding of the material terms of settlement, which are memorialized in this Settlement Agreement.

Given the uncertainty of litigation, and to avoid costs of further litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. The Parties' settlement as memorialized in this Settlement Agreement ("Settlement") represents a compromise of materially disputed claims. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt, hourly employees of Defendant Green Set, Inc. who worked in California at any time between August 16, 2017 and the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier.

For purposes of this Settlement Agreement, the "Class Period" shall mean the time period between August 16, 2017 and the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier.

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved by the Court having jurisdiction over the Action or is terminated, in whole or in part, by Parties, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions each respectively held, asserted, or alleged prior to entering into this Settlement Agreement.

2. **PAGA Employees.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the following definition of PAGA Employees:

All current and former non-exempt, hourly employees of Defendant Green Set, Inc. who worked in California at any time between August 16, 2020 and the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier

For purposes of this Settlement Agreement, the "PAGA Period" and release under the PAGA shall mean the time period between August 16, 2020 and the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier.

3. **Amendment to Complaint.** In connection with the mediation, Defendant provided Plaintiff with time punch and pay data documentation and other material information (collectively, the "Information") relating to the members of the Settlement Class. That Information was digested and analyzed by Plaintiff, and the Parties negotiated the terms of this Settlement with the intention of resolving not only the claims asserted in the Complaint, but also claims based on Plaintiff's allegations that Defendant is liable under Labor Code section 226 and the Private Attorneys' General Act of 2004 ("PAGA") based on the factual allegations asserted in the Action; and that such claims would be fully resolved as part of and in conjunction with the terms of this Settlement Agreement. Therefore, as part of this Settlement and in conjunction with obtaining preliminary approval of the Settlement Agreement from the Court, the Parties agree to stipulate that Plaintiff be granted leave to file a First Amended Complaint to add causes of action for failure to provide accurate, itemized wage statements and for civil penalties under the PAGA. Defendant shall cooperate, as necessary, to stipulate to and/or otherwise cooperate in the filing of the First Amended Complaint. Defendant shall cooperate, as necessary, with respect to Plaintiff sending a

letter to the Labor & Workforce Development Agency asserting claims based on the allegations asserted, or to be asserted as stated in this Section 3, in the proposed First Amended Complaint. The Parties agree that Defendant shall not be required to file a responsive pleading to the First Amended Complaint once filed with the Court and served on Defendant.

4. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion with respect to the Class claims, as set forth below) (“Settlement Class Member” or “Class Members”) will fully, forever and completely release and forever discharge Defendant Green Set, Inc. and all of its past and present officers, owners, directors, shareholders, managers, employees, agents, principals, trustees, beneficiaries, heirs, representatives, accountants, auditors, consultants, attorneys, and each of their respective successors and predecessors in interest, subsidiaries, affiliates, parents, assigns and attorneys, (collectively the “Released Parties”), as follows:

- A. Settlement Class Members’ Release: Upon the Effective Date of the Release (defined below), Settlement Class Members, except those who opt-out pursuant to Section 11.D. herein, and Plaintiff will release and forever discharge all claims, demands, rights, liabilities and causes of action that were pled in, or arising out of facts asserted in, the operative First Amended Complaint (to be filed after the Court grants leave to file the First Amended Complaint) that arose during the Class Period including with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f) failure to pay all wages due upon separation of employment; (g) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (h) violation of the following sections of the California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1192, 1194, 1194.2, 1198, 1197, 1197.1, 1198; and (i) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys’ fees associated with all of such causes of action under California law (collectively, “Released Claims”). Except as provided in this Settlement Agreement, Class Members (who do not submit a timely Request for Exclusion) will not be eligible to receive or receive from any of the Released Parties, any additional wages or penalty payments based on the Released Claims.
- B. The time period for the release of the Released Claims against the Released Parties shall be the same time period as the Class Period.
- C. PAGA Release: Upon the Effective Date of the Release (defined in Section 4.D. below), PAGA Employees, regardless of whether they opt-out pursuant to Section 11.D. herein, including Plaintiff, will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 against the Released Parties based on the

claims asserted in the operative First Amended Complaint (to be filed per Section 3 above) and as alleged in Plaintiff's letter to the Labor & Workforce Development Agency ("LWDA") dated April 29, 2022, arising during or with respect to the PAGA Period, including the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; and (f) failure to pay all wages due upon separation of employment; as well as all attorneys' fees and costs related thereto (collectively, "PAGA Released Claim"). The time period for the release of the PAGA Released Claims against the Released Parties shall be the same time period as the PAGA Period.

- D. The releases identified and described/defined in this Section 4, et seq. shall become effective on the date on which both the following have occurred: (1) Defendant fully funds the Gross Settlement Amount (defined below) and the employer's (Defendant's) share of payroll taxes and (2) the Effective Date as defined in Section 5.B. of this Agreement ("Effective Date of the Release"). Upon the Effective Date of the Release, Plaintiff and all Class Members (except those who timely and properly submit a Request for Exclusion as set forth below) shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished all of the Released Claims.
- E. Upon the Effective Date of the Release, Plaintiff acting as proxy/agent for the California Labor Workforce Development Agency ("LWDA") shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the claims of the LWDA predicated on the PAGA Released Claims. The foregoing release shall be binding on Plaintiff, the PAGA Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the PAGA Employees, on behalf of the State of California, as to any claims predicated on the PAGA Released Claims.
- F. In light of the Class Representative Service Award, Plaintiff agrees to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties through the date Plaintiff executes this Agreement. Plaintiff understands that the general release given under this Section 4 includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which 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.

- G. Notwithstanding anything to the contrary in this Section 4 or anything elsewhere set forth in this Settlement Agreement, Plaintiff's waiver and release in this Settlement Agreement does not apply to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers' compensation claims, pending or otherwise; (ii) rights or claims arising after this Settlement Agreement is executed by Plaintiff; (iii) rights or claims arising out of this Settlement Agreement. The Settlement Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.
- H. The releases identified and defined/described in this Section 4 shall be null and void if the settlement as stated in this Settlement Agreement is not fully funded.

5. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) in and as full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Simpluris Class Action Settlement Administration as the "Settlement Administrator" to administer this Settlement. All administrative costs shall be paid from the Gross Settlement Amount.
- B. The Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of participating Settlement Class Members. Defendant agrees to deposit the Gross Settlement Amount and the employer's (Defendant's) share of payroll taxes with the Settlement Administrator the later of February 15, 2023 or within thirty (30) calendar days of the "Effective Date". The "Effective Date" is defined as the latter of: (a) the date upon which the Court enters final approval of the Settlement if no objections by or on behalf of Class Members have been filed; (b) the expiration of any appeal period following the Court's final approval of the Settlement if an objection has been filed and no appeal has been filed or withdrawn; or (c) if any timely appeal(s) is/are filed or other judicial review is commenced, the final resolution of any appeal that has been filed, with the California Court of Appeal or the California Supreme Court rendering a final judgment affirming the Court's final approval of the Settlement without material modification.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class Members;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Four Thousand Nine Hundred Dollars and Zero Cents (\$4,900.00);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Class Representative Service Award, in recognition of his contributions to the Action, and his service to the Settlement Class. In the event that the

Court reduces or does not approve the requested Class Representative Service Award, the difference between \$5,000.00 and the amount approved by the Court will revert to the Net Settlement Amount, defined below, Plaintiff shall not have the right to revoke this Settlement Agreement, and this Settlement shall remain binding pursuant to the terms of this Settlement Agreement;

- (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees (which is currently estimated at \$150,000.00), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, the difference between the requested amounts and the amounts approved by the Court will revert to the Net Settlement Amount, Class Counsel shall not have the right to revoke this Settlement Agreement, and this Settlement shall remain binding; and
- (5) Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Five Thousand Dollars and Zero Cents (\$5,500.00), will be payable to certain Settlement Class Members as the "PAGA Amount," as described below.

- D. **Employer Payroll Taxes.** Defendant's share of "employer" payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount. Unless otherwise provided for in this Settlement Agreement, this is the sole exception of a required payment by Defendant in addition to the Gross Settlement Amount. The Settlement Administrator shall be responsible for calculating and submitting Defendant's share, as employer, of payroll taxes after advising Defendant of the amount owed. Defendant shall deposit its share of payroll taxes on the same date as the Gross Settlement Amount provided the Settlement Administrator has first advised Defendant's Counsel of the amount in payroll taxes due.
- E. Defendant's payment of the Gross Settlement Amount is contingent upon receipt of the Settlement Administrator's payment instructions. Defendant expressly agrees to follow the Settlement Administrator's payment instructions. Defendant's payment obligations with respect to the Gross Settlement Amount shall be met upon initiating the electronic transfer of funds in the amounts provided for in this Settlement Agreement pursuant to the Settlement Administrator's instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

- F. **Right of Defendant to Rescind.** If the number of Class Members who timely submit valid Request for Exclusion (as defined below) exceeds ten percent (10%) of the Class, Defendant, at its sole discretion, shall have the right, but not the obligation to rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. The Settlement Administrator shall notify Class Counsel and Defendant's Counsel whether this right is triggered five (5) calendar days after the period to file a request for exclusion has expired. Defendant must meet and confer with Class Counsel prior to exercising this right and must make clear its intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of notice of rescission.

6. **Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment ("Settlement Award") per the terms of the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA civil penalties payable to the LWDA and the PAGA Employees. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Award based on the following formula:
- i. Workweek Based Amount: The Net Settlement Amount, shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.
 - ii. PAGA Amount: In addition, Five Thousand Dollars and Zero Cents (\$5,000.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period, which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of workweeks worked during the PAGA Period, and the denominator of which is the total number of workweeks worked by all PAGA Employees during the PAGA Period. Each PAGA Employee will be issued a check for their share of the PAGA Amount

regardless of whether they submit a valid Request for Exclusion from the Settlement.

- C. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members and PAGA Employees. The Settlement Administrator shall simultaneously pay the withholdings to the applicable taxing or governmental authorities with the necessary reports, submitting copies to Defendant's counsel.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award (excluding any amounts allocated from the PAGA Amount) shall be allocated as follows: Seventy-Five percent (75%) as penalties and interest; and Twenty-Five percent (25%) as wages. 100% of the PAGA Amount is allocated as penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members and PAGA Employees IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. No tax advice has been given to any Settlement Class member. No tax result is guaranteed as related to any payment under this Settlement. Defendant makes no representation as to the tax treatment or legal effect of the payments called for under this Settlement Agreement. Each Settlement Class member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan.
- E. Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class Members whose checks are not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class Member to whom the check was issued, until such time that they claim their property. The Parties agree that this disposition results in no "unpaid cash residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to the Class Members, whether or not they all cash their payment checks.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount (which is estimated to be One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00)). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00) from the Gross Settlement Amount. The amounts and matters of compensation and reimbursement referenced in this Section 7 are understood to cover in their entirety any and all work performed and to be performed in the consummating of the terms of this Settlement Agreement, and any and all costs incurred in connection with this litigation and the Action, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court. Class Counsel is responsible for any and all taxes associated with any payments to Class Counsel under this Settlement Agreement.

8. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for his time and risk in prosecuting this case, and his service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding. Plaintiff is responsible for any and all taxes associated with this Service Award.

9. **Settlement Administrator.** Defendant will not object the appointment of Simpluris Class Action Settlement Administration as the Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Four Thousand Nine Hundred Dollars and Zero Cents (\$4,900.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, establishing a qualified settlement fund and holding the various payments from Defendant comprising the Gross Settlement Amount and employer payroll taxes, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class Members. The Settlement Administrator shall keep counsel for Defendant and Class Counsel apprised of the status of its distribution of Settlement Awards. Upon completion of administration of the Settlement, the Settlement Administrator shall provide a detailed, written certification of such completion to the Court and counsel for the Parties.

10. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

- B. Appointing Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Milan Moore, and Elizabeth Nguyen of Lidman Law, APC as Class Counsel;
- C. Appointing Arturo Rodriguez as Class Representative for the Settlement Class;
- D. Approving Simpluris Class Action Settlement Administration as the Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Pendency of Class Action and Settlement and Notice of Individual Settlement Award, drafts of which are attached collectively hereto as Exhibit A), and directing the mailing of same in both English and Spanish;
- G. Staying all other proceedings in the Action until Final Approval; and
- H. Scheduling a Final Approval hearing.
- I. On or before the day that Plaintiff applies to the Court for approval of the settlement, Class Counsel shall submit the Settlement Agreement to the LWDA in conformity with California Labor Code § 2699(1)(2).

11. **Notice to Settlement Class.** Following the Court's preliminary approval, the Settlement Class shall be notified as follows:

- A. Within twenty (20) calendar days after entry of a Court Order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, positions held, the dates of employment during the Class Period, the number of workweeks worked by each Settlement Class member while employed during the Class Period, and the number of workweeks worked by each PAGA Employee during the PAGA Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet in English to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Notice Packets shall be mailed within (10) business days from receipt of the Class Data to all Settlement Class Members in the form substantially similar to Exhibit A that is approved by the Court. Plaintiff and Class Counsel will not distribute any other documents or notices (whether by mail, on-line, or otherwise) regarding this Action or the Settlement.
- D. Requests for Exclusion. Any Settlement Class Member other than Plaintiff who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline"). By signing this Settlement Agreement, Plaintiff agrees to be bound by its terms, and further agrees not to request exclusion or object to any terms of the Settlement.
- i. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon, except as follows: each Class Member who worked for Defendant during the PAGA Period will be issued a check for their share of the PAGA Amount regardless of whether they submit a valid Request for Exclusion from the Settlement, and such employees shall be deemed to have released the Released Parties of and from the PAGA Released Claims regardless of whether they submit a valid Request for Exclusion from the Settlement.
 - ii. The Settlement Administrator shall provide Class Counsel and Defendant's counsel with weekly reports as to any Requests for Exclusion.
- E. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by sending the written objection to the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection should: (1)

contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection; (2) reasons for all objections; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence, if any; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing irrespective of whether they submitted any written objections. Members of the Settlement Class who do not submit an objection or appear at the Final Approval Hearing and voice an objection shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. The Settlement Administrator shall provide Class Counsel and Defendant's counsel with weekly reports as to any written objections.

- F. Notice of Individual Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class Member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Settlement Class member's number of workweeks worked during the Class Period, and the number of workweeks worked during the PAGA Period. Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties. In addition, the Notice Packets will include the website maintained by the Settlement Administrator in order to provide notice to the Settlement Class of the date, time, location of the Final Approval Hearing, opt-out deadline, or any changes thereto. The Settlement Administrator shall provide and maintain a static website that will provide sufficient information to notify Settlement Class Members of the name of the case, case number, Final Approval Hearing date, time, location and opt-out deadline, and any changes thereto.
- G. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified before the Response Deadline, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business

days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

12. **Final Approval.** Following the Court's preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering Judgment pursuant to California Rule of Court 3.769 and posting notice of the judgment on a static website created and maintained by the Settlement Administrator.
- D. Upon entry of the Order granting final approval of the Settlement Agreement by the Court, Class Counsel shall submit the Order to the LWDA in conformity with California Labor Code § 2699(1)(2)

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed or interpreted as an admission of fault or any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the immediately preceding sentence in this Section 13, nothing about or set forth in this Settlement Agreement shall be offered, interpreted, or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties, and it shall not be interpreted or construed as or deemed to be evidence of, or an admission or concession that any Settling Class member has suffered any damage or injury. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If the Court's Final Approval does not occur, the Parties agree that this Settlement Agreement is void, and all of the content therein remains protected by California Evidence Code Section 1152.

14. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or

form, directly or indirectly, to any person or entity, except to Settlement Class Members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

15. **Legal Developments.** The Parties agree that Plaintiff will submit to the Court a motion for preliminary approval of this Settlement Agreement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Claims.

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written document signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. **No Construction Against Drafter.** This Settlement Agreement shall be deemed to have been drafted jointly by the Parties, and any rule that a document shall or should be interpreted against the drafter shall not apply to this Settlement Agreement. The Parties agree that any earlier drafts of this Settlement Agreement and/or related documents cannot be used, presented or submitted as evidence of intent of any Party, provided, however, such prior drafts may be submitted for purposes of supporting a mistake or other basis for correction or reformation of this Settlement Agreement.

18. **Attorneys' Fees.** In the event of any dispute arising out of the interpretation, performance, or breach of any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be entitled to recover his, her and/or its reasonable attorneys' fees and costs incurred arising from such dispute as determined by a Court of competent jurisdiction.

19. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Alfred J. Landegger, Kristina Kourasis, and Evelyn Zarraga of Landegger Verano & Davis, 15760 Ventura Bl., Suite 1200, Encino, California 91436; alfred@landeggeresq.com, kristina@landeggeresq.com, and evelyn@landeggeresq.com

if to Plaintiff: Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC, 2155 Campus Drive, Suite 150 El Segundo, California 90245; slidman@lidmanlaw.com and enguyen@lidmanlaw.com

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com

20. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate the Settlement are properly and timely prepared, executed, and filed, as applicable.

21. **Entire Agreement.** This Settlement Agreement including the Exhibit, which is incorporated into and made a part of this Settlement Agreement, contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof, including, without limitation, the Parties' Memorandum of Understanding memorializing the settlement terms. This Settlement Agreement is executed without reliance upon any promise, representation or warranty by any Party or any representative of a Party, other than those terms and provisions expressly set forth in this Settlement Agreement.

22. **Agreement Binding on Successors in Interest.** This Settlement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties.

23. **Jurisdiction of the Court.** Any dispute regarding the interpretation or validity of or otherwise arising out of this Settlement Agreement, or relating to the Action or the Released Claims, shall be subject to the exclusive jurisdiction of the Court, and Plaintiff, Class Members and Defendant agree to submit to the personal and exclusive jurisdiction of the Court for the purpose of resolving any such dispute. Following the Effective Date, pursuant to California Rule of Court 3.769, the Court shall retain jurisdiction solely with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

24. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together when executed shall be deemed to constitute one and the same document. Signatures by facsimile or in Portable Document Format (PDF) shall have the same force and effect as original signatures.

25. **Governing Law and Enforcement Actions.** All terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of California.

DATED: 7/4/22

GREEN SET, INC.

By: 

Its: President

DATED: 7-15-22

PLAINTIFF ARTURO RODRIGUEZ

By: ARTURO RODRIGUEZ
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

LANDEGGER VERANO & DAVIS

By: _____
Alfred J. Landegger
Kristina Kourasis
Evelyn Zarraga
Attorneys for Defendant Green Set, Inc.

DATED: July 19, 2022

HAINES LAW GROUP, APC

By: Paul K. Haines
Paul K. Haines
Attorneys for Plaintiff Arturo Rodriguez

DATED: July 19, 2022

LIDMAN LAW, APC

By: Scott M. Lidman
Scott M. Lidman
Attorneys for Plaintiff Arturo Rodriguez

DATED:

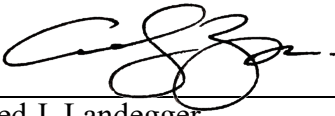
PLAINTIFF ARTURO RODRIGUEZ

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: July 4, 2022

LANDEGGER VERANO & DAVIS

By:  _____
Alfred J. Landegger
Kristina Kourasis
Evelyn Zarraga
Attorneys for Defendant Green Set, Inc.

DATED:

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff Arturo Rodriguez

DATED:

LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorneys for Plaintiff Arturo Rodriguez

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ARTURO RODRIGUEZ,

Plaintiff,

vs.

GREEN SET, INC. a California corporation; and Does
1 through 100, inclusive,

Defendants.

Case No. 21STCV30141

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt, hourly employees of Defendant Green Set, Inc. (“Defendant” or “Green Set”) who worked at any time in California between August 16, 2017 and [the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier]. Collectively, these employees will be referred to as “Settlement Class Members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) entitled *Arturo Rodriguez v. Green Set, Inc.*, Los Angeles Superior Court Case No. 21STCV30141 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant’s records show that you were employed by Defendant as an hourly, non-exempt employee in California between August 16, 2017 and [the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier] (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Arturo Rodriguez (“Plaintiff”) brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former hourly, non-exempt employees who worked for Defendant, in California at any time on or after August 16, 2017. Plaintiff Arturo Rodriguez is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Lawsuit alleges that Defendant failed to pay all minimum and overtime wages owed, failed to provide to Settlement Class members all required meal and rest periods, and failed to provide Settlement Class members with itemized wage statements in compliance with California law. The Lawsuit also alleges that Defendant failed to timely pay all wages owed to Settlement Class members upon their separation of employment from Defendant. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendant engaged in unfair business practices and are liable for civil penalties under the Labor Code Private Attorney General Act.

Defendant denies that it did anything wrong. Defendant further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. No Court has made any determination as to the factual allegations in the Lawsuit. Rather, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, and it expressly denies all liability.

The Court has not ruled that Defendant violated any laws or whether Plaintiff or any other person is entitled to damages or other relief. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendant has concluded that it is in their best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After Defendant's provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the Parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Defendant Green Set, Inc. LANDEGGER VERANO & DAVIS, ALC Alfred J. Landegger alfred@landeggeresq.com Kristina Kourasis kristina@landeggeresq.com Evelyn Zarraga evelyn@landeggeresq.com 15760 Ventura Bl., Suite 1200 Encino, California 91436 Tel: (818) 986-7561 Fax: (818) 986-5147
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What are the terms of the Settlement?

On [INSERT DATE OF PRELIMINARY APPROVAL], the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendant in California at any time between August 16, 2017 and [the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier.] Settlement Class

members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$450,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class members, attorneys' fees and expenses, payment to the Labor Workforce Development Agency ("LWDA"), the PAGA Amount, settlement administration costs, and the Class Representative's Service Award. Defendant's share of payroll taxes associated with any wage payments to Settlement Class members shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the Parties:

Settlement Administration Costs. The Court has approved Simpluris Class Action Settlement Administration to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside an amount not to exceed \$4,900.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$150,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed \$22,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$5,000.00, to compensate him for his service and extra work provided on behalf of the Settlement Class members.

LWDA and PAGA Employee Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$20,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Five Thousand Dollars and Zero Cents (\$5,000.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$<< >>, to be shared among an up to << >> estimated Settlement Class members. The NSA will be divided as follows:

- (i) The Net Settlement Fund shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.

In addition, Five Thousand Dollars and Zero Cents (\$5,000.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. All PAGA Employees shall receive a portion of the PAGA Amount. "PAGA Employees" include all current and former non-exempt, hourly, employees of

Defendant who worked in California (including those who submit a Request for Exclusion) at any time between August 16, 2020 and [the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier] (“PAGA Period”). A PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of Workweeks that he or she worked during the period the PAGA Period and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee’s number of Workweeks worked during the PAGA Period, and the denominator of which is the total number of Workweeks worked by all PAGA Employees during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Amount regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Each member of the Settlement Class who receives a Settlement Award must cash the check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing will be transferred to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class Member.

Payment by Defendant of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendant with the Settlement Administrator the later of February 15, 2023 or thirty (30) calendar days after the “Effective Date”. The “Effective Date” is defined as the latter of: (a) the date upon which the Court enters final approval of the Settlement if no objections by or on behalf of Class Members have been filed; (b) the expiration of any appeal period following the Court’s final approval of the Settlement if an objection has been filed and no appeal has been filed or withdrawn (at or following the Final Approval Hearing); or (c) the final resolution of any appeal that has been filed.

Within ten (10) calendar days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties’ counsel for review and approval. Within seven (7) calendar days of approval by the Parties’ counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members.

Allocation and Taxes. For tax purposes, each Settlement Award (excluding any amounts allocated from the PAGA Amount) shall be allocated as follows: seventy-five percent (75%) as penalties and interest; and twenty-five percent (25%) as wages. 100% of the PAGA Amount is allocated as penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members and PAGA Employees IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will release Defendant, and all of its past and present officers, owners, directors, shareholders, managers, employees, agents, principals, trustees, beneficiaries, heirs, representatives, accountants, auditors, consultants, attorneys, and each of their respective successors and predecessors in interest, subsidiaries, affiliates, parents, assigns and attorneys, (collectively the “Released Parties”), from all claims, demands, rights, liabilities and causes of action that were pled in, or arising out of facts asserted in, the operative First Amended Complaint that arose during the Class Period including with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f) failure to pay all wages due upon separation of employment;

(g) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (h) violation of the following sections of the California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1192, 1194, 1194.2, 1198, 1197, 1197.1, 1198; and (i) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law (collectively, "Released Claims"). Except as provided for under the Settlement, Class Members who do not opt-out of the Settlement will not be eligible to receive any additional wages or penalty payments based on the Released Claims from Defendant.

The time period of the Released Claims shall be the same time as the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees, regardless of whether they opt-out of the Settlement, will release the Released Parties, from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 based on the claims asserted in the operative First Amended Complaint and as alleged in Plaintiff's letter to the LWDA dated April 29, 2022, arising during or with respect to the PAGA Period, including the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; and (f) failure to pay all wages due upon separation of employment; as well as all attorneys' fees and costs related thereto (collectively, "PAGA Released Claim").

The time period of the PAGA Released Claim is August 16, 2020 and [the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier] ("PAGA Period").

You cannot submit a Request for Exclusion from the PAGA Release.

The releases are null and void if Defendant fails to fully fund the Settlement. The releases identified herein shall become effective on the date on which both of the following have occurred: (1) Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes; and the Effective Date as defined above ("Effective Date of the Release"). Upon the Effective Date of the Release, Plaintiff and all Class Members who do not opt-out of the Settlement shall be deemed to have released, waived and relinquished the Released Parties from the Released Claims. In addition, upon the Effective Date of the Release, Plaintiff acting as proxy/agent for the California Labor Workforce Development Agency ("LWDA") shall be deemed to have released, waived and relinquished the claims of the LWDA that are based on the PAGA Released Claims. The PAGA release shall be binding on Plaintiff, the PAGA Employees, and the State of California, and shall bar any claim under the PAGA brought by any person, including the PAGA Employees, on behalf of the State of California, as to any claims based on the PAGA Released Claims.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Individual Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, whether you have worked between August 16, 2017 and [the date of preliminary approval, or the date on which the workweeks worked by the Class

Members reaches 17,602, whichever is earlier]. The information contained in Defendant's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Individual Settlement Award. If you disagree with the information in your Notice of Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>.

DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, your signature, and a statement indicating that you would like to be excluded from the Class Action Settlement.

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement.

If you submit a Request for Exclusion, you will only be excluded from the Released Claims. You cannot submit a Request for Exclusion from the PAGA Release. You will receive a proportionate share of the PAGA Amount regardless of whether you exclude yourself from the Settlement if you worked during the PAGA Period.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection if you are represented by an attorney, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you do not opt-out of the Settlement you may also object to the Settlement by appearing at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department __ of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, regardless of whether you submitted any written objections. You have the right to appear either remotely, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case *Arturo Rodriguez v. Green Set, Inc.*, Los Angeles County Superior Court, Case No. 21STCV30141.

Any Class Member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court's social distancing and mandatory face covering requirements, as well as other orders related to COVID-19. All such rules and orders can be located at the Court's website: www.lacourt.org.

For more information on how to appear remotely, please visit the Court's website at <http://www.lacourt.org/division/civil/CI0040.aspx> and <https://www.lacourt.org/lacc/>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department __ of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website (<http://.com>).

The Court's final judgment will be posted on the Settlement Administrator's website (<http://.com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, California 90012, during regular court hours. Due to COVID-19, appointments are required for clerk's office services. Please visit the Court's website at http://www.lacourt.org/newsmedia/uploads/142020529162327NR_Clerks_Office_05_29_20-FINAL.pdf and <https://www.lacourt.org/> for information on how to make an appointment in the Clerk's Office. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

ARTURO RODRIGUEZ v. GREEN SET, INC.
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 21STCV30141

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to GREEN SET, INC.'s records ("Defendant"):

- (a) You were employed by Defendant and worked a total of __ workweeks during the time period August 16, 2017 and [the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier.]
- (b) You were employed by Defendant and worked a total of __ workweeks during the time period August 16, 2020 and [the date of preliminary approval, or the date on which the workweeks worked by the Class Members reaches 17,602, whichever is earlier.]

Based on the above, your Individual Settlement Award is estimated to be \$_____.

(IV) If you disagree with items (a) – (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE
POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>**