

1 William L. Marder, Cal Bar No. 170131
POLARIS LAW GROUP
2 501 San Benito Street, Suite 200
Hollister, California 95023
3 Telephone: 831.531.4214
Facsimile: 831.634.0333
4

Dennis S. Hyun (State Bar No. 224240)
5 HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
6 Los Angeles, California 90071
(213) 488-6555
7 (213) 488-6554 facsimile
dhyun@hyunlegal.com
8

Attorneys for Plaintiff and the Class
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SANTA CLARA

12 JOY NAVA, individually and on behalf of
all others similarly situated,

13 Plaintiffs,

14 v.

15 CHANNING HOUSE, a California
16 corporation; and DOES 1 through 50,
inclusive,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

CASE NO. 22CV398619

[Assigned for all purposes to The
Honorable Charles F. Adams, Dept. 7]

**DECLARATION OF DENNIS S. HYUN
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 2, 2024
Time: 1:30 p.m.
Dept.: 7

1 I, DENNIS S. HYUN, hereby declare and state as follows:

2 1. I have personal knowledge of the facts contained in this declaration, and if called
3 as a witness, could and would testify as to their accuracy.

4 2. I am an attorney admitted to practice in the State of California and I am a
5 shareholder in Hyun Legal, APC. I am one of the lawyers responsible for representing Plaintiff
6 Joy Nava (“Plaintiff”) in the above-captioned matter.

7 3. I am one of the primary attorneys on this matter. My qualifications are as follows:
8 I received my JD from Loyola Law School in 2002. I was named to the Dean’s Honor List from
9 2000-2002. During law school, I was a Senior Research Editor for Loyola International &
10 Comparative Law Review. I was also a research assistant for Professor Levenson, an extern at
11 the U.S. District Court for the Honorable Audrey B. Collins, and a clerk at the U.S. Attorney’s
12 Office, Criminal Division. I also served as a summer law clerk at the white-collar criminal
13 defense firm, Lightfoot, Vandevelde, *et al.*, which became part of Crowell & Moring LLP. Upon
14 graduation from law school, I served as a research attorney in the Los Angeles County Superior
15 Court for the Hon. J. Stephen Czuleger, the Hon. Owen Lee Kwong, the Hon. Laurie D. Zelon,
16 and the Hon. Joanne B. O’Donnell. After my clerkship ended, I practiced as a labor and
17 employment associate for the next 8 years, including most recently as a senior associate at
18 Seyfarth Shaw LLP, as well as DLA Piper LLP (US), and Morgan, Lewis & Bockius LLP. I am
19 currently a shareholder in the law firm Hyun Legal, APC.

20 4. My primary practice has been employment law throughout my entire private
21 career. I have handled a number of wage and hour matters including class actions and individual
22 actions, on behalf of plaintiffs and defendants. I have a practice that encompasses cases in the
23 Orange County Superior Courts, the Los Angeles County Superior Courts, the San Diego County
24 Superior Courts, the United States District Courts for the Southern, Central, Northern and Eastern
Districts of California, the California Court of Appeal, and the Ninth Circuit.

25 5. I have served as Class Defense Counsel in a number of wage and hour class
26 actions, including but not limited to: *Bradley v. Networkers Int’l, LLC*, 211 Cal. App. 4th
27 1129 (2012); *Chiu v. Citrix Systems, Inc.*, C.D. Cal. Case No. SACV11-01121 DOC (RNBx);
28

1 *Hodge v. Aon Insurance*, Los Angeles Sup. Ct. Case No. BC 265725; *Hoyng v. Aon Insurance*,
2 Los Angeles Sup. Ct. Case No. BC 377184; *Jimenez v. Allstate Ins. Co.*, C.D. Cal. Case No.
3 CV10-08486 JAK (FFMx); *Marino v. BP West Coast Products*, Los Angeles Sup. Ct. Case No.
4 BC 357987; *McEntee v. Ryland Homes*, Los Angeles Sup. Ct. Case No. BC 390868; *McKinstry v.*
5 *Accenture*, C.D. Cal. Case No. SACV11-1335 DOC (ANx); *Munoz v. Decron Properties*, Los
6 Angeles Sup. Ct. Case No. BC387644; and *Rodriguez v. BP West Coast Products*, Los Angeles
7 Sup. Ct. Case No. BC 350736. As defense counsel, I have taken over 50 class member and
8 individual/representative plaintiff depositions. I have drafted class certification and
9 decertification papers, including in *Bradley*, which was initially affirmed by the Court of Appeal,
10 but reversed pursuant to *Brinker v. Superior Court*, 53 Cal. 4th 1003 (2012).

11 6. Currently, I am and/or was lead plaintiff's counsel in the following wage and hour
12 class or representative actions: *Asad v. Chevron Stations, Inc.*, Los Angeles Sup. Ct. Case No.
13 BC470198; *Barrera v. Home Depot (USA), Inc.*, N.D. Cal. Case No.: C 12 5199 LHK (HRL);
14 *Bararsani v. Coldwell Banker*, Los Angeles Sup. Ct. Case No. BC495767; *Barreras v. Michaels*
15 *Stores, Inc.*, N.D. Cal. Case No. C12-04474 PJH; *Brown v. CVS Pharmacy, Inc.*, C.D. Cal. Case
16 No. 2:15-cv-07631-PSG-PJW; *Chatman v. RMI Int'l, Inc.*, Los Angeles Sup. Ct. Case No. BC
17 495755; *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC; *Dynabursky v.*
18 *AlliedBarton, LLC, et al.*, C.D. Cal. Case No. 8:12-cv-02210-JLS-RNB; *Gonzales v. Wells Fargo*
19 *Bank, N.A.*, Los Angeles Sup. Ct. Case No. BC502826; *Lao v. H&M Hennes & Mauritz*, N.D.
20 Cal. Case No. 5:16-cv-333 EJD; *Lee v. The Pep Boys Manny Moe & Jack of California*, Los
21 Angeles Sup. Ct. Case No. BC 496075; *Magadia v. Wal-Mart Assocs.*, N.D. Cal. Case No. 5:17-
22 cv-00062-LHK; *Naranjo v. Bank of America, N.A.*, N.D. Cal. Case No. C 14-02748 LHK;
23 *Ortegon-Ramirez v. Cedar Fair*, Santa Clara Sup. Ct. Case No. 1-13-CV-254098; *Pace v.*
24 *PetSmart, Inc.*, C.D. Cal. Case No. SACV13-500 DOC; *Rodriguez v. NIKE Retail Services, Inc.*,
25 N.D. Cal. Case No. 5:14-CV-1508 BLF; *Stafford v. Brink's, Incorporated*, Case No. CV 14-
26 01352 MWF (PLAx) and *Vass v. Gardner Trucking*, San Joaquin Sup. Ct. Case No. 39-2013-
27 294819-CU-OE-STK. Additionally, in *Chavez*, Case No. 15-cv-03746-NC, *Dynabursky* Case No.
28 8:12-cv-02210-JLS-RNB, *Pace*, Case No. SACV13-500 DOC, *Rodriguez*, Case No. 5:14-CV-
1508 BLF, *Stafford*, Case No. 14-01352 MWF (PLAx), *Gonzales*, Los Angeles Sup. Ct. Case No.

1 BC502826, and *Magadia*, Case No. 5:17-cv-00062-LHK, I was certified as class counsel
2 pursuant to the plaintiff's motion for class certification. Further, in *Stafford* and *Magadia*, we
3 tried these certified class claims via bench trial and prevailed. In *Magadia*, we obtained a \$102
4 million judgment for the class against Walmart, which was reversed on appeal by the Ninth
5 Circuit. Moreover, I have been approved as class counsel in connection with numerous class
6 settlements.

7 7. On April 7, 2022 Plaintiff sent notice to Defendant and the Labor Workforce
8 Development Agency (the "LWDA") of the violations of Labor Code §§ 201-204, 226, 226.7,
9 233, 246, and 512. Thereafter, on May 26, 202, Plaintiff filed her class and PAGA Complaint
10 against Defendant in the Superior Court of California, County of Santa Clara. The Complaint
11 alleges causes of action for: (1) violation of Labor Code § 226; (2) violation of Labor Code §§
12 201-204, 233, and 246; (3) violation of Labor Code §§ 226.7 and 512; (4) violation of Labor
13 Code § 226.7; (5) violation of the PAGA; and (6) violation of Business and Professions Code §
14 17200, *et seq.*

15 8. Plaintiff's class and PAGA claims as pled in the Complaint are predicated upon
16 Defendant's alleged failure to pay sick pay and meal and rest period premium wages based on the
17 regular rate of pay. After the filing of the Complaint, the Parties met and conferred and agreed to
18 participate in private mediation. In connection with mediation, the Parties engaged in informal
19 discovery to allow Plaintiff to assess the claims and liability, as well as analyze the maximum
20 exposure of damages and penalties. Defendant provided necessary data pertaining to the number
21 of putative class members and pay periods at issue, as well as a sampling of payroll records. The
22 information provided by Defendant allowed Plaintiff to review and analyze the liability and
23 potential exposure. From the inception of the case, Class Counsel has zealously represented the
24 interests of the Class. The settlement was obtained for the benefit of the Class, as opposed to the
individual Class Representative.

25 9. On June 22, 2023, the Parties engaged in a full-day mediation with mediator Todd
26 Smith, Esq. After a full day of negotiations facilitated by Mr. Smith, the Parties ultimately
27 reached the current settlement. In resolution of Plaintiff's class and PAGA claims, the Parties
28 entered into the Agreement, a true and correct copy of which is attached hereto as **Exhibit 1**.

Defendant has represented that there are approximately 341 individuals that comprise the Class. Based thereon, on a raw average, each Class Member may potentially recover approximately \$182.55 (\$62,250.00 / 341 class members).

10. The Parties recognize the risk, expense, and delay in continuing litigation with the class and PAGA claims, and believe the settlement to be fair, reasonable, and adequate. Each side has apprised the other of their respective factual contentions, legal theories and defenses, resulting in negotiations taking place between the Parties. Although Plaintiff believes that the class can be certified, Plaintiff also believes in the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the possibility of non-certification, and the potential for appeals.

11. Based on the class data provided by Defendant, Plaintiff estimated that Defendant would face potential liability of up to approximately \$2.27 million for Plaintiff's sick pay and meal and rest period premium, and derivative penalties if Plaintiff succeeded at trial. The Gross Settlement Amount is \$195,000.00, which is approximately 8.6% of the maximum class and PAGA penalties. Plaintiff estimated Defendant's maximum exposure as follows:

Claim	Estimated Exposure	Calculations/Formula
Sick Pay	\$28,539.78	Approximately \$83.69 per class member x 341 class members at the time the mediation data was pulled
Meal and Rest Period	\$28,539.78	Approximately \$83.69 per class member x 341 class members at the time the mediation data was pulled
Labor Code § 226	\$884,150.00	341 Employees and 9,012 pay periods
Labor Code § 203	\$998,049.60	162 Former Employees at \$25.67 average hourly rate x 30 days x 8 hours
PAGA	\$333,000.00	\$100 per pay period
Total Estimated Maximum Exposure	\$2,272,279.16	

12. The estimated exposure above likely significantly overestimates the potential liability in this action for a number of reasons. For example, on Plaintiff's meal and rest period

1 premium claims, Defendant would likely argue that even if the premium wages were incorrectly
2 calculated, Plaintiff would still have to prove an underlying violation. Further, Defendant argued
3 that its obligation was only to make breaks available to employees—not to police them. *See*
4 *Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1040, 273 P.3d 513, 537 (2012) (“On the
5 other hand, the employer is not obligated to police meal breaks and ensure no work thereafter is
6 performed.”). Defendant would have also likely argued that there is no private right of pay for
7 sick pay wages. While Plaintiff disagrees with these arguments, Defendant may have relied on
8 said arguments to defeat Plaintiff’s claims, or at the very least, argue that Defendant did not act
9 knowingly, or willfully to support Labor Code penalties. Accordingly, the bulk of the damages
10 associated with this claim likely would be in the form of waiting time penalties and wage
11 statement penalties.

12 13. Even had Plaintiff ultimately prevailed on the merits, given the novelty of the legal
13 questions it raised, Defendant may have sought immediate appellate review through a writ or
14 appeal. Thus, the maximum exposure estimated on this claim was discounted for purposes of
15 analyzing a reasonable settlement value.

16 14. Finally, with respect to potential liability of Plaintiff’s PAGA claim, Plaintiff
17 estimated that Defendant could face civil penalties of up to a maximum \$333,000 if Plaintiff were
18 successful at trial. However, even assuming Plaintiff ultimately prevails on her PAGA claims, the
19 Court still has discretion to reduce any PAGA penalties.

20 15. On February 20, 2024, I uploaded the Settlement Agreement, the Motion for
21 Preliminary Approval, and the Proposed Order on the LWDA’s website.

22 16. Plaintiff’s Counsel will be splitting the approved fees as follows: 50% to Hyun
23 Legal, APC; and 50% to the Polaris Law Group, which Plaintiff previously authorized in writing.

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

26 Executed on February 20, 2024, at Los Angeles, California.

27 

28 _____
DENNIS S. HYUN

EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Joint Stipulation”) is entered into by Plaintiff JOY NAVA (“Plaintiff”) on the one hand, and Defendant Channing House (“Defendant”) on the other.

WHEREAS, Plaintiff alleges that she was a former employee of Defendant;

WHEREAS, on or about May 26, 2022, Plaintiff filed a Complaint in the California Superior Court, in and for the County of Santa Clara, Case No. 22CV398619 (“Plaintiff’s Complaint”) on behalf of herself and the putative class and purported aggrieved employees;

WHEREAS, Plaintiff alleges a claim under the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (hereinafter the “PAGA Claim”) and provided notice to the California Labor and Workforce Development Agency pursuant to Cal. Lab. Code § 2699.3(a) (hereinafter the “PAGA Notice”);

WHEREAS, Plaintiff’s Complaint, the PAGA Claim, and the PAGA Notice shall be hereinafter collectively referenced as the “Complaints” and shall collectively be incorporated herein by reference as though fully set forth;

WHEREAS, Plaintiff and Defendant shall be hereinafter collectively referred to as the “Parties”;

WHEREAS, the civil action initiated by Plaintiff’s Complaint, entitled *Joy Nava v. Channing House*, Santa Clara County Superior Court, Case No. 22CV398619 shall be hereinafter collectively referred to as the “Action”;

WHEREAS, on June 22, 2023, the Parties commenced a full-day mediation with mediator Todd Smith, and reached a settlement of all claims in the Action;

WHEREAS, to avoid the inherent risk and costs of litigation, the Parties want to completely settle all claims that were or could have been brought in Plaintiff’s Complaints and in the Action, including the PAGA Claim;

NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE to settle all

such claims as follows:

I. DEFINITIONS

The terms defined above shall have the meanings therein given, for all purposed in this Joint Stipulation of Class and PAGA Settlement, including in any exhibits hereto. And, the following defined terms used in this Joint Stipulation of Class and PAGA Settlement and any exhibits hereto will have the meanings given them below.

1. Agreement. “Agreement”, “Settlement”, “Settlement Agreement” and “Joint Stipulation” mean this Joint Stipulation of Class and PAGA Settlement.

2. Class. “Class”, “Class Members”, “Settlement Class”, or “Settlement Class Members” shall mean:

- (a) All of Defendant’s current and former non-exempt employees in the state of California who were paid sick pay in the same workweek in which they earned any nondiscretionary remuneration, including without limitation, shift differentials and shift premiums during the Class Period (the “Sick Pay Class”).
- (b) All of Defendant’s current and former non-exempt employees in the State of California who were paid any meal period premium payments in the same workweek in which they earned any non-discretionary remuneration, including without limitation, shift differentials and shift premiums, covering the same period that meal period premiums were paid, during the Class Period (the “Meal Period Premium Class”).
- (c) All of Defendant’s current and former non-exempt employees in the State of California who were paid any rest period premium payments in the same workweek in which they earned any non-discretionary remuneration, including without limitation, shift differentials and shift premiums, covering the same period that rest period premiums were paid, during the Class Period (the “Rest Period Premium Class”).

3. Aggrieved Employees. The “Aggrieved Employees” shall consist of individuals who fall within any of the three definitions above during the PAGA Period, *i.e.* April 7, 2021, through June 22, 2023.

4. Class Certification. “Class Certification” shall mean certification of the Class pursuant to Cal. Code Civ. Proc. § 382 and other applicable law, for purposes of this Settlement only, without prejudice to Defendant’s ability to oppose or otherwise challenge such certification, except that Defendant shall not so oppose or otherwise challenge such certification for purposes of performing Defendant’s duties under this Settlement, which include to make all reasonable efforts to give such Settlement full force and effect.

5. Class Counsel. “Class Counsel” refers collectively to: William L. Marder (State Bar No. 170131) of Polaris Law Group, 501 San Benito Street, Suite 200, Hollister, California 95023 and Dennis S. Hyun (State Bar No. 224240) of Hyun Legal, APC, 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

6. Class Counsel Fees and Costs. “Class Counsel Fees and Costs” shall mean an amount of thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount in Class Counsel’s Fees subject to Court approval, in addition to actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, with those costs and expenses not to exceed \$30,000.00. This total amount is inclusive of attorneys’ fees and estimated litigation costs. The Settlement Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Class Counsel Fees and Costs shall be paid to Class Counsel from the Qualified Settlement Fund by the Settlement Administrator. Such payment of Class Counsel Fees and Costs shall be deemed to be full satisfaction of any obligations by Defendant to pay any attorney fees, attorney costs and/or other fees or costs to Plaintiff, Class Members, and/or Class Counsel in relation to the Action. Any future adjustments to the amount of the Class Counsel Fees and Costs, including by the Court, shall not constitute a basis for this Settlement being void or Void *Ab Initio*, unless such adjustment shall have the effect of increasing the Gross Settlement Amount, whereupon this Settlement will be voidable by Defendant as

provided in this Agreement.

7. Class Notice. “Class Notice” shall mean a notice to Class Members pursuant to California Rules of Court Rule 3.766 substantially in the form indicated in Exhibit “A” hereto, and distributed by the Settlement Administrator in accordance with Section II.5 below.

8. Class Member Objection. “Class Member Objection” shall mean a Class Member’s objection made pursuant to the provisions of Section II.6 below.

Class Member Objector. “Class Member Objector” shall mean a Class Member who submits a Class Member Objection. A Class Member Objector shall not be considered an Opt-Out unless he or she submits a valid Opt-Out Request.

9. Class Member Work Week(s). “Class Member Work Week(s)” shall mean a Work Week in which a Class Member was employed by and performed work for Defendant in California in a Class Position during the Class Period. The Settlement Administrator shall thus calculate the total number of Class Member Work Weeks accordingly. This Settlement is based on an estimated total of 341 unique employees working approximately 33,864 workweeks from the beginning of the Class Period through the date of mediation with the Mediator Todd Smith on June 22, 2023, which amount Defendant confirmed based on its records. Defendant shall retain the right, in the exercise of its sole discretion, to nullify the settlement if Class Members representing more than an aggregate total of 15% of the Class opts out. If the number of Class Member Workweeks is 15% greater than 33,864 at the time of mediation on June 22, 2023, then Defendant agrees to proportionately increase the Gross Settlement Amount by an equal percentage above 15%, e.g., if the number of Class Member Workweeks is 39,282, Defendant shall increase the Gross Settlement Amount by 16%, or Thirty-One Thousand Two Hundred Dollars and Zero Cents (\$31,200.00).

10. Class Period. “Class Period” shall refer to the time period from May 25, 2018 through June 22, 2023.

11. Class Position. “Class Position” shall mean all of Defendant’s current and former non-exempt employees in the state of California during the Class Period who are included in one of the Classes as defined in Section I.2.

12. Court. “Court” refers to the above-referenced Court, or any such further courts, arbitrators, or other judicial bodies that may in the future obtain valid jurisdiction over the Action.

13. Date of Preliminary Approval. The “Date of Preliminary Approval” means the day on which the Court signs and enters its order granting Preliminary Approval.

14. Defendant’s Counsel. “Defendant’s Counsel,” “Defense Counsel” or “Counsel for Defendant” shall mean Fisher & Phillips LLP, One Montgomery Street, Suite 3400, San Francisco, California 94104, and the attorneys in such firm including Jason A. Geller (State Bar No. 168149), and Kevin L. Quan (State Bar No. 317798).

15. Effective Date. “Effective Date” shall mean the date on which all of the following have occurred:

- (a) Full execution of this Agreement by all parties, and expiration of any applicable revocable periods related to such signature;
- (b) Entry by the Court of Preliminary Approval;
- (c) Service Defendant of written notice of such entry of Preliminary Approval pursuant to the California Code of Civil Procedure and the California Rules of Court, or Defendant’s express waiver of such notice;
- (d) Completion of all those Settlement Administration Procedures which this Settlement dictates will take place in advance of the Final Approval Hearing;
- (e) The Court setting and conducting a Final Approval Hearing pursuant to California Rules of Court Rule 3.769(g);
- (f) Entry by the Court of an order of Final Approval of the Settlement and a Judgment;
- (g) Service by mail by Plaintiff of written notice of such entry of Final Approval and Judgment, or Defendant’s express waiver of such notice;
- (h) Final Approval has become Final. For purposes of this provision, “Final” means:

- i. if no Class Member Objections are made and/or are made and withdrawn, the date the Court enters its order granting Final Approval of the Settlement and Judgment pursuant to California Rules of Court Rule 3.769(h);
 - ii. if any Class Member Objections are made and not withdrawn, and if no appeal, review or writ is sought from the Judgment, the sixty-first (61st) day after entry of Judgment;
 - iii. if rehearing, reconsideration, and/or appellate review of the Judgment is sought, the day after any and all avenues of rehearing, reconsideration, and appellate review have been exhausted and no further rehearing, reconsideration, or appellate review is permitted, and the time for seeking such review has expired, and the Judgment has not been modified, amended, or reversed in any way; or
 - iv. if a Class Member Objector appeals from any ruling by the Court overruling such objection in whole or in part, the date when the Court's order of Final Approval and Judgment have been affirmed on appeal; and
- (i) The existence of sufficient number of Eligible Class Members such that the number of Class Members who, as of the date of the completion of all Settlement Administration Procedures are not Eligible Class Members, does not exceed fifteen percent (15%) of the total Class Members. If the number of Class Members who are not Eligible Class Members exceeds such percentage, Defendant shall have the absolute right (but not the obligation) to deem this Settlement Void *Ab Initio* upon written notice to Class Counsel, the Court, and the Settlement Administrator. If Defendant exercises this option to void the Agreement, Defendant shall pay for all costs incurred by the Settlement Administrator as of when notice is provided.

16. Eligible Class Member. “Eligible Class Member” means a Class Member who is not an Opt-Out.

17. Eligible Class Member Share(s). “Eligible Class Member Share(s)” shall mean the portion of the Net Settlement Amount that will be allocated to each Eligible Class Member, according to the following method: first, dividing the Net Settlement Amount by the total number of Eligible Class Member Work Weeks to arrive at the Eligible Class Member Work Week Rate, and then second, by multiplying the resulting Eligible Class Member Work Week Rate by the total number of Eligible Class Member Work Weeks for each respective Eligible Class Member. Payment of Eligible Class Member Shares shall be subject to legally required withholdings, deductions, and contributions. Any unclaimed funds from the Net Settlement Amount will be sent by the Settlement Administrator to the Controller for the State of California in the name of the Eligible Class Member who did not cash his or her check. The unclaimed funds shall not revert back to Defendant. As to Plaintiff, the amount of her Eligible Class Member Shares is in addition to any Court-approved Named Plaintiff Enhancement.

18. Eligible Class Member Work Week(s). “Eligible Class Member Work Week(s)” shall mean a Class Member Work Week during which an Eligible Class Member worked in a Class Position.

19. Eligible Class Member Work Week Rate. “Eligible Class Member Work Week Rate” shall mean the amount calculated by the Settlement Administrator as due to each Eligible Class Member for each Eligible Class Member Work Week.

20. Final Approval. “Final Approval” shall mean an order of the Court finally approving this Settlement pursuant to California Rules of Court Rule 3.769 and granting Class Certification.

21. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing on a motion for Final Approval, scheduled and conducted pursuant to California Rules of Court Rule 3.769.

22. Gross Settlement Amount. “Gross Settlement Amount” means the amount

Defendant shall pay as a consequence of this Settlement, which is One Hundred Ninety Five Thousand Dollars and Zero Cents (\$195,000.00).

23. Judgment. “Judgment” means a Judgment of the Court in accordance with California Rules of Court Rule 3.769(h).

24. LWDA. “LWDA” shall mean the California Labor and Workforce Development Agency.

25. LWDA Fund. “LWDA Fund” shall mean the amount payable to the LWDA pursuant to this Joint Stipulation, which shall be Fourteen Thousand Six Hundred Twenty Five Dollars and Zero Cents (\$14,625.00). This amount shall be deemed to be seventy-five percent (75%) of an overall amount of Nineteen Thousand Five Hundred Dollars and Zero Cents (\$19,500.00) of the Gross Settlement Amount which shall be allocated to PAGA penalties. The remaining amount of such allocation, Four Thousand Eight Hundred Seventy Five Dollars and Zero Cents (\$4,875.00) shall be accordingly distributed to the Aggrieved Employees as subject to the same formula as the Eligible Class Member(s) Shares, which is proportionate to their number of Eligible Class Member Workweeks worked during the PAGA Period. Aggrieved Employees cannot opt-out of their share of the LWDA Fund, nor their release of PAGA claims.

26. LWDA Fund Remainder. “LWDA Fund Remainder” shall mean the amount of Four Thousand Eight Hundred Seventy Five Dollars and Zero Cents (\$4,875.00) referenced in Section I.25 above.

27. Named Plaintiff. “Named Plaintiff” shall mean Plaintiff Joy Nava.

28. Named Plaintiff Enhancement. “Named Plaintiff Enhancement” shall mean the amount approved by the Court to be paid to Plaintiff Joy Nava in addition to her individual Eligible Class Member Shares, in consideration for her effort in coming forth as a class and PAGA representative, and in consideration for her General Release, as defined herein. The Parties agree that such amount shall be Ten Thousand Dollars and Zero Cents (\$10,000.00), subject to the Court’s approval.

29. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross Settlement

Amount minus (a) Settlement Administration Costs, (b) Class Counsel Fees and Costs; (c) the LWDA Fund, and (d) the Named Plaintiff Enhancement.

30. Notice Packet. “Notice Packet” shall mean a packet mailed by the Settlement Administrator pursuant to Section II.5 below, containing the Class Notice, and any other accompanying documents required by this Settlement and/or Preliminary Approval.

31. Opt-Out(s). “Opt-Out(s)” shall mean Class Members who have submitted an Opt-Out Request.

32. Opt-Out Request. “Opt-Out Request” shall mean a timely and valid written request for exclusion from the Settlement by a Class Member, pursuant to the provisions of Section II.6 below.

33. PAGA. “PAGA” shall mean the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*

34. PAGA Period. “PAGA Period” shall mean at any time from April 7, 2021 to June 22, 2023.

35. Party. “Party” shall mean, individually, one of the Parties, and each of them.

36. Preliminary Approval. “Preliminary Approval” shall mean an order of the Court preliminarily approving this Settlement pursuant to California Rules of Court Rule 3.769, granting conditional Class Certification for purposes of the Settlement Administration Procedures, certifying Class Counsel, approving the form of Class Notice, establishing Settlement Administration Procedures, and scheduling a Final Approval Hearing.

37. QSF / Qualified Settlement Fund. “QSF” or “Qualified Settlement Fund” shall mean the Qualified Settlement Fund established by the Settlement Administrator for the payment of the Settlement Payment Amount.

38. Released Claims. The term “Released Claims,” as applied to releases by Eligible Class Members, shall mean any and all claims, demands, liabilities, damages, attorneys’ fees, costs, and penalties against Released Parties, relating to any and all facts and claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts

alleged, including but not limited to claims arising from alleged unpaid sick pay wages; meal and rest period violations during employment; wage statement violations based on unpaid sick pay wages, meal and rest period violations; timely pay wages based on unpaid sick pay wages, meal and rest period violations upon separation of employment. Plaintiff, on behalf of the State of California and Aggrieved Employees shall release any and all PAGA penalties based on unpaid sick pay wages, meal and rest period violations during the PAGA Period. Regardless of whether Class Members opt-out of the Class Settlement, Aggrieved Employees and the State of California shall release all PAGA claims as alleged on behalf of all Aggrieved Employees, as detailed herein.

- (j) The term “Released Claims” or “General Release,” as applied to the Named Plaintiff, shall refer to the Named Plaintiff’s additional general release of all claims, known or unknown as follows: Named Plaintiff releases Defendant, the Released Parties, and each of their respective subsidiaries, parents, affiliates, predecessors or successors in interest, officers, trustees, directors, owners, managers, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any Defendant.
- (k) With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the Effective Date, Named Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides: provides:

SECTION 1542. [CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- (l) Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.
- (m) Notwithstanding the foregoing provisions, the General Release by Named Plaintiff does not constitute a waiver of any claims that cannot by law be waived, including claims for workers' compensation, disability insurance, or unemployment insurance.

39. Released Parties. "Released Parties" shall mean Defendant Channing House, its parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, trustees, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

40. Settlement Administrator. "Settlement Administrator" means ILYM Group, Inc., or any other the third-party class action administrator jointly selected by the Parties and/or appointed by the Court to perform the Settlement Administration Duties.

41. Settlement Administrator Declaration. "Settlement Administrator Declaration" shall mean a declaration attesting, in detail, to the steps taken through the date of such declaration

in performing the Settlement Administration Duties, that the procedures contemplated in Sections II.4 through II.6 below are complete, and that the Settlement Administrator has all information needed to perform any remaining Settlement Administration Duties, including calculation of the amounts of the respective Eligible Class Member Shares.

42. Settlement Administration Costs. “Settlement Administration Costs” shall mean the fees and expenses reasonably and necessarily incurred by the Settlement Administrator as a result of performing the Settlement Administration Duties. Settlement Administration Costs shall be paid from the Gross Settlement Amount. The Parties estimate that Settlement Administration Costs shall be up to \$8,250.00. Should any actual Settlement Administration Costs turn out to be less than the projected amount, the Parties agree that the savings will be allocated to the Net Settlement Amount, to be distributed to Eligible Class Members in proportion to their respective numbers of Eligible Class Member Workweeks. Should the actual reasonable and necessary Settlement Administration Costs be more than the above estimate amount, the additional Settlement Administration Costs will be paid from the Gross Settlement Amount.

43. Settlement Administration Duties. “Settlement Administration Duties” shall mean the duties of the Settlement Administrator as set forth in this Agreement and as may be ordered by the Court.

44. Settlement Payment Amount. “Settlement Payment Amount” shall mean the Gross Settlement Amount, consisting of several elements including, without limitation: Eligible Class Member Shares, Settlement Administration Costs, the Named Plaintiff Enhancement, the LWDA Fund, Class Counsel Fees and Costs, the Net Settlement Amount, and Eligible Class Members’ portion of withholdings, contributions, deductions, taxes (including employer-side taxes), fees and any other amounts due to government agencies and/or tax authorities in relation to any payments pursuant to this Agreement.

45. Void *Ab Initio*. “Void *Ab Initio*” shall mean a circumstance in which this Agreement is null and void and the Parties shall be returned to conditions such that the Agreement had never been entered into. Such circumstance will be deemed to exist only if any of the

following having occurred: (a) the Court has so ordered; (b) any of the Parties have materially breached this Agreement and either such breach cannot be cured, or after reasonable notice to the breaching Party and a reasonable opportunity to cure such breach to the satisfaction of the non-breaching Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties have stipulated in writing that such breach is non-material; or (ii) the Court has ruled that such un-cured or un-curable breach is non-material; (c) conditions have become such (including, for example, that the Court has refused to approve the Settlement) that the Effective Date has not occurred and cannot occur in the future; and/or (d) as otherwise specifically provided for in this Agreement.

46. Work Week. “Work Week” shall mean a continuous period of seven (7) calendar days, commencing with Sunday at 12:00 a.m., wherein any such calendar days in such period, are also within the Class and/or PAGA Period.

II. TERMS AND CONDITIONS OF SETTLEMENT

In addition to the definitional elements set forth above, the terms and conditions of the class settlement shall be as follows:

1. Contentions and Defenses: Compromise. The Parties have determined that this Settlement represents a fair and reasonable compromise of disputed claims for wages and other monetary and non-monetary relief, following a reasonably thorough investigation. The Parties have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named Plaintiff does not stipulate that this Settlement represents the maximum extent of such relief to which she or the Class would be entitled if the Action was to be further litigated. Defendant does not stipulate that, should the Action be further litigated, Named Plaintiff and/or the Class would be entitled to any relief whatsoever. Neither Named Plaintiff nor Defendant admit to any unlawful conduct or wrongdoing. The Parties hereby reserve all of their rights to litigate the Action and seek all available forms of relief should this Settlement not be given effect.

2. Confidentiality and Class Member Communications. Until Class Counsel files a Motion for Preliminary Approval, the Parties will keep the existence and terms of Settlement strictly confidential. Until such time, Class Counsel may discuss the terms of this Settlement with

Class Members other than the Named Plaintiff only if such additional Class Members initiate contact with Class Counsel in such regard. No Party or their counsel may otherwise make any public statement or comment or make any disclosures of any kind about this Settlement to anyone, including without limitation, the public, or press, or on any public or semi-public forum on the internet (such as social media) without the express written permission of each of the other Parties. Such confidentiality provisions shall remain in force following Preliminary Approval as well, with the following exceptions: (a) the Settlement Administrator may take steps reasonably necessary to perform Settlement Administration Duties; (b) Class Counsel and Named Plaintiff may take reasonably necessary steps to perform their duties as Class Counsel and Class Representative; and (c) Class Counsel may list or disclose this Action and Settlement as among their handled cases in court filings or motions only, but may not disclose the terms of the Settlement on any firm publication or other public media. Defendant agrees not to discourage Class Members from, and agree not to encourage them to, exercise any of their rights or obligations pursuant to this Agreement. Defendant will instruct their officers, directors, managers and supervisors that that, should they be contacted by Class Members or persons who believe they may be Class Members in relation to this Agreement, such officers, directors, managers and supervisors should make no comment except by directing the employees to the Settlement Administrator.

3. Preliminary Approval. As soon as possible following execution of this Agreement, Class Counsel shall move the Court for Preliminary Approval. Class Counsel will submit therewith a proposed order and any necessary declarations in support of Preliminary Approval. The Parties shall give all reasonable cooperation necessary to obtain Preliminary Approval from the Court.

4. Settlement Administration Procedures – Class List. Within thirty (30) days of Defendant's receipt of notice of entry of Preliminary Approval, Defendant shall cause to be delivered as confidential and privileged information by email or otherwise to the Settlement Administrator a list of the Class Members that includes their names, last known address(es), full social security numbers, and dates of employment with Defendant in a Class Position during the

Class Period, all of which information shall be based upon Defendant's reasonably available business records and/or the best reasonably available personal knowledge of Defendant's employees and agents.

5. Settlement Administration Procedures – Notice to Class.

Prior to notifying Class Members of their award, the Settlement Administrator will calculate the estimated Eligible Class Member Shares of each respective Class Member, based upon an assumption that all Class Members will become Eligible Class Members, that no Class Member Objections, Opt-Out Requests, or other disputes pursuant to Section II.6 below will be submitted, and that no Class Members will be added to the Class. The approximate amounts of such estimated Eligible Class Member Shares will be disclosed on an individual basis in each Class Member's respective Class Notice, along with the basis of the calculation of such shares in relation to the number of Class Member Work Weeks for each such Class Member.

Within ten (10) days after delivery of the information described in Section II.4 above, the Settlement Administrator will mail a Notice Packet to each Class Member via United States Mail, first class, postage pre-paid to each Class Member's last-known address.

If any mailed Notice Packets are returned as undeliverable, then the Settlement Administrator shall have forty-five (45) days from receipt of notice that a Notice Packet was undeliverable to perform one "skip trace" or similar search and to re-mail the same Notice Packet (or a true and correct copy thereof) to any new addresses disclosed by such search via first-class regular U.S. Mail indicating on the Notice the date it was re-mailed, and including written notice that a Class Member has fifteen (15) days to respond to a re-mailed Notice via either Objection or Opt-Out Request.

If the process set forth in this paragraph and any other procedures ordered by the Court are followed, the Class Notice will be deemed to have been adequately provided to all Class Members. In the event the procedures in the Agreement are followed and a Class Member, nonetheless, does not receive the Notice Packet, the intended recipient shall remain a Class Member, and will be deemed an Eligible Class Member, unless such intended recipient submits a Class Member

Objection or Opt-Out Request.

6. Settlement Administration Procedures – Class Member Objections, Opt-Out Requests, and Disputes Concerning Class Member Status and Number of Class Member Work.

(a) *Class Member Objections*: Any member of the Settlement Class who wishes to make a Class Member Objection must give written notice to the Settlement Administrator, with such notice being postmarked no later than forty-five (45) days of mailing of the Notice Packets to the Class Members. Such written notice shall contain the relevant Class Member's name, address, telephone number, and signature, as well as a statement to the effect that the Class Member objects to the settlement, the basis and/or reason for such objection. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (Nava v. Channing House], Case Number 22CV398619).

(b) *Class Member Objections – Responses*: Upon receipt of any documents purporting to be Class Member Objections, the Settlement Administrator shall forthwith forward such documents to Class Counsel and Defendant's Counsel by e-mail and United States Mail. Following receipt of such documents, Class Counsel and Defendant's Counsel shall confer regarding such documents purporting to be Class Member Objections. Class Counsel shall file with the Court, in a separate document along with their motion for Final Approval, a joint statement, containing the Parties' points and authorities in response to such documents purporting to be Class Member Objections, along with copies of such Class Member Objections. If the Parties' responses differ in any respect, the jointly-held positions shall be

set forth in a separately entitled section, and the differently-held positions shall be set forth in further separately-entitled sections of the joint response. The Parties may attach evidence to the joint response, which shall not count toward the page limit. Should the Parties receive any untimely-filed, received, or sent documents purporting to be Class Member Objections (or should the Parties receive them less than ten (10) days prior to any due date for the motion for Final Approval), the Parties may file a further such joint response at any time prior to the Final Approval Hearing, but in any event not later than ten (10) days after receiving such untimely documents. Nevertheless, even if a Class Member does not submit a written objection, the Class Member may still appear at the Final Approval Hearing and orally object.

- (c) *Opt-Out Requests:* Any member of the Settlement Class who wishes to make an Opt-Out Request must deliver written notice (to include the relevant Class Member's name, address, telephone number, and signature) to such effect to the Settlement Administrator, with such notice being postmarked no later than forty-five (45) days of mailing of the Notice Packets to the Class Members. Such written notice shall set forth a statement to the effect that the Class Member does not wish to be part of, to be bound by, and/or to receive funds pursuant to the Settlement. The Settlement Administrator shall give Class Counsel and Defendant's Counsel no less than weekly notice of the number of Class Members who have submitted Opt-Out Requests, as well as copies of any such Opt-Out Requests upon request. Should any of the Parties wish to dispute the validity of any documents purporting to be Opt-Out Requests, they shall notify the Settlement Administrator and all other Parties via e-mail and United States Mail within ten (10) days of receiving such documents, and

in so doing they shall state the factual and legal basis for such dispute. Prior to the deadline for submitting its declaration described in Section II.7 below, the Settlement Administrator shall make a determination as to the validity of the disputed Opt-Out Requests, and shall set forth its determinations in such declaration. The Settlement Administrator's decisions in such regard shall be final and binding.

- (d) *Disputes Concerning Class Member Status:* Should any person who does not receive a Class Notice directed to him or her wish to come forward purporting to be a Class Member, such person shall notify the Settlement Administrator, no later than forty-five (45) days after the Settlement Administrator's mailing of the Class Notice Packets. The Settlement Administrator shall forthwith send any such documents to Class Counsel and Defendant's Counsel via email and/or United States Mail. Upon receipt of such notice, Defendant shall investigate the matter, including with reference to its business records, and shall determine whether the person is a Class Member. Then, within ten (10) days of receipt of such notice, Defendant shall notify the Settlement Administrator and Class Counsel as to its determination of the person's status as a Class Member. Defendant's determination in such regard shall control. If the person is determined to be a Class Member, the Settlement Administrator shall mail that person a Notice Packet, whereupon the same procedures for submitting Class Member Objections, Opt-Out Requests, and Disputes Concerning Work Weeks set forth in this Agreement shall apply to such person.
- (e) *Disputes Concerning Class Member Work Weeks:* The Class Notice sent to each Class Member shall separately set forth that person's estimated number of Class Member Work Weeks, which will be calculated based Defendant's records. If for any reason a Class Member disagrees with such

estimate, such Class Member shall deliver written notice to such effect to the Settlement Administrator, with such notice being received by the Settlement Administrator within forty-five (45) days of mailing of the Notice Packet to the Class Members. Such notice shall set forth the Class Member's basis for such disagreement, including any and all documents supporting such basis. Upon receipt of such notices, the Settlement Administrator shall forthwith send it to Class Counsel and Defendant's Counsel, via e-mail and United States Mail. Defendant shall investigate the matter, including by examining its business records, and shall, within ten (10) days of receiving notice, inform Class Counsel and the Settlement Administrator as to its determination regarding the Class Member's number of Class Member Work Weeks. In the event that the Class Member does not provide any supportive documentation, Defendant's determination shall control. In the event that the Class Member does provide supportive documentation, Defendant shall, within the same ten (10) day period, either notify the Settlement Administrator and Class Counsel that they stipulate to the Class Member's assertions regarding his or her number of Class Member Work Weeks, or shall notify them that they dispute such assertions, and shall provide the Settlement Administrator and Class Counsel with their proposed determination, and the factual basis therefor, and any supporting documentation. The Settlement Administrator shall then determine the Class Member's number of Class Member Workweeks, and its determinations shall control.

- (f) Named Plaintiff hereby agrees that she will not submit a Class Member Objection or an Opt-Out Request. Any submissions by Named Plaintiff purporting to be a Class Member Objection or an Opt-Out Request shall be null and void.

- (g) No determinations by Defendant, the Settlement Administrator, the Court, or any other person or entity pursuant to this Section II.6 shall have the effect of increasing the amount of the Gross Settlement Amount. Rather, any additional amounts to be distributed to any Class Member as a result of the resolution of such disputes shall be made in conjunction with and subject to a proportionate reduction in other Eligible Class Members' Eligible Class Member Shares, with specific amounts to be determined by the Settlement Administrator.

7. Settlement Administration Procedures – Settlement Administrator Declaration. Within ten (10) days of the expiration of all the time periods provided for in Sections II.4 through II.6 above, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with the Settlement Administrator Declaration. Should the Settlement Administrator be unable to provide the Settlement Administrator Declaration at such time, it shall forthwith notify Class Counsel and Defendant's Counsel, who shall cooperate with the Settlement Administrator to forthwith remedy any such inability.

8. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's receipt of the declaration required of the Settlement Administrator by Section II.7 above; or (b) sixteen (16) court days prior to the Final Approval Hearing, Class Counsel shall file and serve upon Defendant and the Settlement Administrator a motion for Final Approval, and shall include the Settlement Administrator's Declaration with such filing. Should the date of Class Counsel's receipt of the Settlement Administrator Declaration be less than ten (10) days prior to the court day that is sixteen (16) court days prior to the Final Approval Hearing, Class Counsel shall make reasonable efforts to file its motion for Final Approval not later than sixteen (16) court days prior. If Class Counsel is unable to do so, or if Class Counsel otherwise believes based on other circumstances they will not be able to file a timely motion for Final Approval, they shall seek *ex parte* or other emergency relief from the Court in the form of shortening of the time for filing and serving the Motion for Final Approval, or re-scheduling of the Final Approval Hearing. Defendant

shall cooperate in the seeking and obtaining of such relief.

9. Release. The Settlement includes a release of Released Claims against the Released Parties for the Class Period. Each Eligible Class Member and/or Aggrieved Employee shall be deemed, as of the Effective Date and upon Defendant's funding of the Gross Settlement Amount, to have provided and to be subject to the release of Released Claims against the Released Parties set forth in herein. Named Plaintiff additionally agrees that as of the Effective Date and upon Defendant's funding of the Gross Settlement Amount, she will be deemed to have provided and to be subject to the General Release in favor of the Released Parties set forth herein.

10. Enforcement. This Agreement is enforceable pursuant to California Rules of Court Rule 3.769(h). If any Party is required to seek relief for an alleged breach of this Agreement, the prevailing party shall be awarded its reasonable attorney's fees and costs including, if necessary, attorney's fees in connection with collection efforts or enforcement of the confidentiality provisions of this Agreement; provided however, that the aggrieved Party shall be required to give notice to the opposing Party and meet and confer regarding the alleged breach before filing any motion, or application for enforcement of, this Agreement.

11. Taxation and Withholding; Settlement Checks.

- (a) *Allocation.* The Parties agree that ten percent (10%) of the Net Settlement Amount shall be allocated to Form W-2 wages, forty five percent (45%) of the Net Settlement Amount shall be allocated to interest subject to Form 1099 report, and forty five percent (45%) of the Net Settlement Amount be allocated to penalties (including the LWDA Fund Remainder) and other non-wages subject to Form 1099 reporting, and that the same allocations shall apply to each of the Eligible Class Member Shares. This allocation is for purposes of this Settlement only. Defendant will be responsible for the employer's share of the taxes on the that ten percent (10%) of the Net Settlement Amount allocated to Form W-2 wages. The Settlement Administrator will pay from the QSF each Eligible Class Member Share,

the Eligible Class Members' shares of payroll taxes, deductions, contributions, and other amounts required to be paid to government agencies and/or tax authorities. The payment of such taxes, deductions, contributions and other amounts shall be calculated based upon Defendant's reasonably available records. The Settlement Administrator shall provide reasonable notice to Defendant's Counsel of any records required for purposes of computing taxes, deductions, contributions and other amounts, and Defendant shall undertake reasonable efforts to provide the Settlement Administrator with same. The Settlement Administrator shall provide, as appropriate, an IRS Form W-2 and Form 1099, and any other tax documentation required by law, to each Eligible Class Member payee. Any necessary employer tax contributions resulting from issuance of the Settlement shall be in addition to the Gross Settlement Amount.

- (b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their respective counsel and/or other advisers is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any Counsel or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other Party has imposed any limitation that

protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement. Neither Class Counsel nor Defendant or Defendant's Counsel will provide tax or financial advice, and Class Members are advised to seek independent professional advice as to the tax or financial consequences of any payment they receive, or may receive, as Class Members.

- (c) *No Effect on Employee Benefits.* The Eligible Class Member Shares shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Eligible Class Members.
- (d) *Non-Negotiated Instruments of Payment.* The expiration date of any instruments of payment issued by the Settlement Administrator to Eligible Class Members will be one hundred eighty (180) days from the date such instruments are issued and sent. The monies of any such instruments of payment that are not negotiated by Eligible Class Members within one hundred eighty (180) calendar days of the date of mailing of the instruments of payment shall be paid to the Controller of the State of California.

12. Defendant's Payment of the Settlement Payment Amount. Upon the Effective Date, the Settlement Administrator shall forthwith establish all financial accounts necessary to establish the Qualified Settlement Fund, and shall promptly notify Defendant's Counsel and Class Counsel by email that such accounts have been established and of the payment details necessary to fund the Qualified Settlement Fund. The Settlement Administrator shall also advise Defendant as to any amounts Defendant will be required to pay for its respective portion of any payroll taxes, deductions, contributions and other amounts required to be paid to government agencies and/or tax authorities as a result of this Settlement (hereinafter, "Defendant's Payroll Tax"), if any exist.

Within thirty (30) calendar days of Defendant's receipt of such notice from the Settlement Administrator, and provided that the Effective Date has occurred, Defendant shall make such payment, not to exceed, in aggregate, the Settlement Payment Amount, which will be inclusive of Defendant's Payroll Tax. Within ten (10) days after all funds necessary to fully fund the Qualified Settlement Fund are in the accounts established by the Settlement Administrator and are available for disbursement, the Settlement Administrator shall disburse, pursuant to this Settlement and other applicable law, the corresponding Eligible Class Member Shares to each Eligible Class Member, as well as the LWDA Fund, the Named Plaintiff's Enhancement, the Settlement Administration Costs, and the Class Counsel Fees and Costs. In disbursing the LWDA Fund, the Settlement Administrator shall also submit to the LWDA any information or documentation required for such disbursement, such as a copy of the Court's Final Approval order. The Settlement Administrator shall promptly notify Class Counsel and Defendant's Counsel by email that such disbursements and submissions have been made.

13. Cooperation and Reasonable Modifications. The Parties and their respective counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth in this Agreement, including without limitation, timely filing of all motions, papers and evidence necessary to do so, and refraining from causing or encouraging directly or indirectly the submission of any objection to this Agreement, the submission of any Class Member Objection or Opt-Out Request, or any appeal or petition for writ proceedings seeking review of any order or judgment contemplated by the Settlement. This Agreement contemplates that the Court and the Parties may make reasonable modifications to the Agreement in order to effect its essential terms and to obtain Preliminary Approval and Final Approval. Such modifications shall not render this Agreement Void *Ab Initio*, but rather the Parties shall stipulate to such reasonable modifications and take all necessary steps to give them effect. The Parties understand and agree the Parties' counsel have full authority to enter into and sign any modifications on the Parties' behalf.

14. Warranty of Authority. The undersigned each represent and warrant that each has

authority to enter into this Settlement, and that by doing so they are not in breach or violation of any agreement with any third parties. The Parties further agree that the Action shall be stayed in all respects until the final payment called for by this Settlement is made pending the occurrence or failure of the Effective Date, except for the purpose of filing motions for Preliminary Approval and Final Approval.

15. Other Actions Enjoined. Defendant shall have the right to request, and Named Plaintiff nor her Class Counsel will not oppose, that the Court enter an order that pending Final Approval, Class Members who do not opt-out of the Settlement are barred from instituting or prosecuting any claims or actions against the Released Parties which fall within the definition of the Released Claims and that any pending actions against the Released Parties, whether in court or arbitration, are stayed on an interim basis only as to any claims which fall within the definition of the Released Claims.

16. Notices to Counsel. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class United States Mail, to the undersigned persons at their respective addresses as set forth herein (and, to the extent notice by email is called for), the below email addresses shall be used:

Counsel for Plaintiff:	Counsel for Defendant:
William L. Marder, SBN 170131 bill@polarislawgroup.com POLARIS LAW GROUP 501 San Benito Street, Suite 200 Hollister, California 95023 Telephone: (831) 531-4214 Facsimile: (831) 634-0333 Dennis S. Hyun, SBN 224240 dhyun@hyunlegal.com HYUN LEGAL, APC 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071	Jason A. Geller, SBN 168149 jgeller@fisherphillips.com FISHER & PHILLIPS LLP One Montgomery Street, Suite 3400 San Francisco, California 94104 Telephone: (415) 490-9000 Facsimile: (415) 490-9001

Telephone: (213) 488-6555 Facsimile: (213) 488-6554	
--	--

17. Notice to LWDA. Class Counsel shall be responsible for giving any required notice of this Settlement to the LWDA.

18. Entire Agreement. This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

19. Arbitration. Nothing in this Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel arbitration as to any claims other than the Released Claims of Eligible Class Members.

20. Counterparts. This Agreement may be executed in counterparts by way of true and correct copies (including pdf's, DocuSign, or other electronic images) of signatures, each of which shall have the same force and effect as an original, and all of which together shall constitute one and the same instrument.

///

////

//

Dated: 1/5, 2024

POLARIS LAW GROUP, LLC

By: 

William L. Marder
Attorneys for Plaintiff
JOY NAVA

Dated: January 5, 2024

HYUN LEGAL, APC

By: 

Dennis S. Hyun
Attorneys for Plaintiff
JOY NAVA

Dated: January 11, 2024

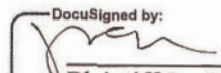
FISHER & PHILLIPS LLP

By: 

Jason A. Geller
Attorneys for Defendant
CHANNING HOUSE

PLAINTIFF

Dated: 1/5/2024

DocuSigned by:

Plaintiff Joy Nava

CHANNING HOUSE

Dated: 01/11/2024


Rhonda Bekkedahl (Jan 11, 2024 11:58 PST)

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected by whether you act or do not act, so read this notice carefully.

TO: All of Defendant’s current and former non-exempt employees in the state of California who were paid sick pay and/or meal and rest period premiums in the same workweek in which they earned any nondiscretionary remuneration, including without limitation, shift differentials and shift premiums at any time from May 25, 2018, through June 22, 2023.

The California Superior Court, County of Santa Clara has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following classes for settlement purposes (“Class” or “Class Members”):

All persons who worked for Channing House as a non-exempt employee who were paid sick pay in the same workweek in which they earned any nondiscretionary remuneration, including without limitation, shift differentials and shift premiums in the State of California from May 25, 2018 to June 22, 2023.

All persons who worked for Channing House as a non-exempt employee who were paid any meal period premium payments in the same workweek in which they earned any non-discretionary remuneration, including without limitation, shift differentials and shift premiums, covering the same period that meal period premiums were paid, in the State of California from May 25, 2018 to June 22, 2023.

All persons who worked for Channing House as a non-exempt employee who were paid any rest period premium payments in the same workweek in which they earned any non-discretionary remuneration, including without limitation, shift differentials and shift premiums, covering the same period that rest period premiums were paid, in the State of California from May 25, 2018 to June 22, 2023.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?..... Page 2
2. What Is This Case About?..... Page 2
3. Am I A Class Member?..... Page 2

4. How Does This Class Action Settlement Work?	Page 2
5. What Are My Options?	Page 3
6. How Do I Opt Out or Exclude Myself From This Settlement?	Page 3
7. How Do I Object to the Settlement?	Page 4
8. How Does This Settlement Affect My Rights? What are the Released Claims?	Page 4
9. How Much Can I Expect to Receive From This Settlement?	Page 5
10. How Will the Attorneys for the Class and the Class Representative Be Paid?	Page 5

1. Why Have I Received This Notice?

Channing House’s records indicate that you may be a Class Member. The Settlement will resolve all Class Members’ Released Claims, as described below, from May 25, 2018 to June 22, 2023 (the “Class Period”) and all Aggrieved Employees’ Released Claims from April 7, 2021 to June 22, 2023.

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of Santa Clara. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2023 at [time a.m./p.m.], before Judge Charles Adams, located at 191 North First Street, San Jose, California Department 7.

Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 7 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

2. What Is This Case About?

The Action entitled *Joy Nava v. Channing House* was commenced by Plaintiff Joy Nava (the “Plaintiff”) in the Santa Clara County Superior Court (Case Number 22CV398619) against Channing House (“Defendant”) on alleged claims for failure to pay sick pay wages, failure to provide meal and rest periods, failure to timely pay final wages, failure to timely pay wages during employment, failure to provide accurate itemized wage statements, violation of Business and Professions Code section 17200, and violations of the California Labor Code Private Attorneys General Act of 2004.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit whatsoever.

In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member?*

You are a Class Member if you are currently or were formerly employed by Defendant as a non-exempt employee in the State of California at any time from May 25, 2018 to June 22, 2023 and fit within the following classes:

(a) All of Defendant's current and former non-exempt employees in the state of California who were paid sick pay in the same workweek in which they earned any nondiscretionary remuneration, including without limitation, shift differentials and shift premiums during the Class Period [from May 25, 2018 through June 22, 2023] (the "Sick Pay Class").

(b) All of Defendant's current and former non-exempt employees in the State of California who were paid any meal period premium payments in the same workweek in which they earned any non-discretionary remuneration, including without limitation, shift differentials and shift premiums, covering the same period that meal period premiums were paid, during the Class Period (the "Meal Period Premium Class").

(c) All of Defendant's current and former non-exempt employees in the State of California who were paid any rest period premium payments in the same workweek in which they earned any non-discretionary remuneration, including without limitation, shift differentials and shift premiums, covering the same period that rest period premiums were paid, during the Class Period (the "Rest Period Premium Class").

4. *How Does This Class Action Settlement Work?*

In this Action, Plaintiff sued on behalf of herself and all other similarly situated and aggrieved employees who were employed by Defendant as Class Members as defined herein. Plaintiff and these other current and former employees comprise a "Class" and are "Class Members." The Settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below. However, if you qualify as an Aggrieved Employee as described below, you cannot opt-out of this Settlement and you will release your claims under the Private Attorneys General Act ("PAGA").

The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail.

5. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and may receive an Individual Settlement Payment based on the total number of workweeks you were employed and classified as a non-exempt employee in the State of California during the Class Period. You will release all of the Released Claims, as defined in Section No. 8 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 8 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Payment and you will not give up the right to sue the Released Parties, including Defendant, for any the Released Claims as defined in Section No. 8 below. However, you will still receive your portion of the LWDA Fund and release your claims for PAGA penalties as an Aggrieved Employee.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

6. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written request for exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, and telephone number; (b) state your intention to not wish to be part of, to be bound by, and/or to receive funds pursuant to the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by you or your lawful representative; and (e) be postmarked no later than **[the Response Deadline]**. You must mail your request for exclusion to the Settlement Administrator at **[address]**.

The Final Judgment entered following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement (Eligible Class Members).

7. *How Do I Object To The Settlement?*

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (Nava v. Channing House, Case Number 22CV398619), (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the Settlement Administrator at **[address]** and (d) be filed or postmarked on or before _____, 20**.

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 7 (Afternoon Session). Instructions for appearing remotely are provided at https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

8. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendant Channing House, its parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, trustees, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them ("Released Parties") from the Released Claims. The Released Claims are as follows:

A. Released Claims.

Any and all claims, demands, liabilities, damages, attorneys' fees, costs, and penalties against Released Parties, relating to any and all facts and claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged, including but not limited to claims arising from alleged unpaid sick pay wages; meal and rest period violations during employment; wage statement violations based on unpaid sick pay wages, meal and rest period violations; timely pay wages based on unpaid sick pay wages, meal and rest period violations upon separation of employment; and PAGA penalties based on unpaid sick pay wages, meal and rest period violations during the Class Period

Regardless of whether or not you opt-out of the class settlement, any claims for penalties under the California Labor Code Private Attorneys General Act, codified in California Labor Code section 2698 *et seq.*, for the underlying Labor Code violations alleged will be released and settled through this Settlement.

9. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant is required to pay under this Settlement is \$195,000 ("Gross Settlement Amount" or "GSA").

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of (1) the Named Plaintiff Enhancement Payment to Plaintiff Joy Nava in an amount up to \$10,000, for prosecution of the Action; (2) the Settlement Administration Costs to the Settlement Administrator, \$8,250.00; (3) civil penalties of \$19,500 (\$14,625 allocated to the Labor Code Private Attorneys General Act of 2004 claims with 75% to the California Labor Workforce Development Agency ("LWDA")); and (4) payment to Class Counsel for Class Counsel Fees in an amount not to exceed \$65,000.00 (33 1/3% of the Gross Settlement Amount) for attorneys' fees; and (5) no more than \$30,000 in litigation costs. All of these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. The Settlement Administrator will calculate the individual settlement payment for Eligible Class Members. Each Eligible Class Member will receive a proportionate share of the Net Settlement Amount that is equal to first, dividing the Net Settlement Amount by the total number of Eligible Class Member Work Weeks to arrive at the Eligible Class Member Work Week Rate, and then second, by multiplying the resulting Eligible Class Member Work Week Rate by the total number of Eligible Class Member Work Weeks for each respective Eligible Class Member. Therefore, the value of each Eligible Class Member's Individual Settlement Payment ties directly to the amount of weeks that he or she worked.

The LWDA Fund Remainder, *i.e.*, Four Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$4,875.00) shall be accordingly distributed to the Aggrieved Employees as subject to the same formula as the Eligible Class Member(s) Shares, which is proportionate to their number of Eligible Class Member Workweeks worked during the PAGA Period. Aggrieved Employees cannot opt-out of their share of the LWDA Fund, nor their release of PAGA claims.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on Channing House's records, which show you worked [REDACTED] Eligible Work Weeks during the Class Period.

If you believe the number of Eligible Work Weeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline].

One-tenth of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining nine-tenths of your Individual Settlement Payment will be treated as penalties, interest, and non-wages and will be paid pursuant to an IRS Form 1099.

It is strongly recommended that upon receipt of your Individual Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will send your Individual Settlement Share to the California State Controller Unclaimed Property Fund to be held in your name. If you do not cash your Individual Settlement Share within the 180-day period, please submit your claim to the California State Controller Unclaimed Property Fund by following the instructions located at https://www.sco.ca.gov/upd_form_claim.html.

10. How Will the Attorneys for the Class and the Class Representatives Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 33 1/3% of the Gross Settlement Amount (or \$65,000.00) for attorney fees and no more than \$30,000 in litigation costs. Defendant has paid all of its own attorneys' fees and costs.

As set forth in Section No. 9 above, the Plaintiff will also be paid a Named Plaintiff Enhancement Payment, subject to Court approval.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number listed below, toll free. Please refer to Channing House class action Settlement.

You may also contact Plaintiff's counsel at:

Dennis S. Hyun, Esq.
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

William L. Marder, Esq.
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.sceffiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT, COURT'S CLERK, OR DEFENDANT'S COUNSEL FOR INFORMATION ABOUT THIS SETTLEMENT.