

Jennifer Kramer, SBN 203385
Email: jennifer@employmentattorneyla.com
HENNIG KRAMER RUIZ & SINGH, LLP
3600 Wilshire Blvd., Suite 3600
Los Angeles, CA 90010
Telephone: (213) 310-8301

Angel J. Horacek, SBN 245680
Email: angel@horaceklaw.com
Law Offices of Angel J. Horacek, PC
5701 West Slauson Avenue, Suite 210
Culver City, CA 90230
Telephone: (310) 774-3945

Attorneys for Plaintiff
Giovonnie Smith

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

GIOVONNIE SMITH, as an individual and
on behalf of others similarly situated,

Plaintiff,
vs.

PETRA LIVING, INC., a Delaware
Corporation d/b/a Oliver Space, and DOES
1 through 80, Inclusive,

Defendants.

Case No.: CGC-22-599900

**STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE
BETWEEN PLAINTIFF, ON BEHALF
OF HIMSELF AND ALL OTHERS
SIMILARLY SITUATED, AND
DEFENDANT**

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

2
3
4
5
6
7
8

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

2

34

5
6
7
8

1 compensation; (2) failure to provide lawful meal periods; (3) failure to provide lawful rest periods;
2 (4) failure to reimburse business expenses; (5) failure to provide accurate itemized wage
3 statements; (6) failure to pay all wages upon separation; (7) unfair competition; and (8) civil
4 penalties pursuant to the California Private Attorneys General Act ("PAGA").

5 2. "Aggrieved Employees" or "Settlement Aggrieved Employees" means all current
6 and former non-exempt drivers and drivers' assistants employed by Defendant from April 1, 2021
7 to the March 31, 2023, but excluding those individuals who provided Defendant a release of
8 claims.

9 3. "Class" or "Settlement Class" means all current and former non-exempt drivers
10 and drivers' assistants employed by Defendant in the State of California who worked for
11 Defendant during the Class Period, but excluding those individuals who provided Defendant a
12 release of claims.

13 4. "Class Counsel" means Hennig Kramer Ruiz & Singh, LLP and Law Offices of
14 Angel J. Horacek, PC.

15 5. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment"
16 (collectively, "Class Counsel Award") mean the amounts allocated to Class Counsel for
17 reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action, to be paid
18 from the Gross Settlement Amount.

19 6. "Class Information" means information regarding Settlement Class Members that
20 Defendant will in good faith compile from its records and provide to the Settlement Administrator.
21 It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class
22 Member's full name; last-known address; last-known telephone number, if any; Social Security
23 number; start date of employment; and end date of employment. It shall be provided by Defendant
24 to the Settlement Administrator within twenty-one (21) calendar days after the Court issues the
25 Preliminary Approval Order. If the 21st day falls on a Saturday, Sunday, or federal holiday, the
26 deadline will be extended to the next business day.

27 7. "Class Period" means the period from May 31, 2018 through March 31, 2023.

28 8. "Class Representative" or "Plaintiff" means Giovonnie Smith.

1 9. “Class Representative Enhancement Award” means the amount that the Court
2 authorizes to be paid to the Plaintiff from the Gross Settlement Amount, in addition to his
3 Individual Settlement Payment, in recognition of his effort and risk in assisting with the
4 prosecution of the Action.

5 10. “Court” means the San Francisco County Superior Court.

6 11. “Defendant’s Counsel” means Jackson Lewis P.C.

7 12. “Effective Date” means the date by when both of the following have occurred: (a)
8 the Court enters a Judgment on its Final Approval Order of the Settlement; and (b) the Judgment
9 is final. The Judgment is final as of the latest of the following occurrences: (a) if no Settlement
10 Class Member objects to the Settlement, sixty-five (65) calendar days after the day the Court
11 enters Judgment; (b) if one or more Settlement Class Members objects to the Settlement, the day
12 after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from
13 the Judgment is filed, ten (10) calendar days after the appellate court affirms the Judgment and
14 issues a remittitur.

15 13. “Final Approval Order” means the Court’s Order granting final approval of the
16 Settlement.

17 14. “Final Approval/Settlement Fairness Hearing” means the Court’s hearing on the
18 Motion for Final Approval of the Settlement.

19 15. “Judgment” shall mean and refer to the final judgment entered by the Court upon
20 Final Approval of the Settlement. The Parties agree to submit as the Judgment the form attached
21 hereto as **Exhibit 1**, subject to the missing information provided by the Parties and any changes
22 required by the Court.

23 16. “Gross Settlement Amount” means Two Hundred Fifteen Thousand Dollars and
24 Zero Cents (\$215,000.00) which is the total amount Defendant agrees to pay under the Settlement.
25 The Gross Settlement Amount will be used to pay Individual Settlement Payments, Individual
26 PAGA Settlement Payments, the LWDA PAGA Payment, Class Counsel Award, Class
27 Representative Enhancement Award, and the Settlement Administrator Costs. The Gross
28 Settlement Amount is exclusive of the employer’s share of payroll taxes. In no event will

Defendant be liable for more than the Gross Settlement Amount, which is non-reversionary, and the employer's share of payroll taxes.

17. "Individual PAGA Settlement Payment(s)" means the Settlement Aggrieved Employees' pro rata share of 25% of the PAGA Settlement Fund, payable from the PAGA Settlement Fund to each Settlement Aggrieved Employee who worked during the PAGA Period.

18. "Individual Settlement Payment(s)" means the pro rata share of the Net Settlement Amount paid to each Settlement Class Member who does not submit a timely and valid written Request for Exclusion.

19. "Net Settlement Amount" means the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement Award, LWDA PAGA Payment, and Settlement Administrator Costs. The Net Settlement Amount is exclusive of the employer's share of payroll taxes, which are the separate responsibility of Defendant.

20. "Notice" means the Notice of Pendency of Class Action Settlement (substantially in the form attached as **Exhibit 2**).

21. "Notice of Objection" means a Settlement Class Member's submission of a written statement of objection to the Settlement.

22. "LWDA PAGA Payment" means 75% of the PAGA Settlement Fund to be paid to the California Labor and Workforce Development Agency ("LWDA") as required by PAGA.

23. "PAGA Period" means April 1, 2021 to March 31, 2023.

24. "PAGA Settlement Fund" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount. The PAGA Settlement Fund shall be Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), with 25% allocated to the Settlement Aggrieved Employees as Individual PAGA Settlement Payments (\$6,250), with the remaining 75% paid to the LWDA as the LWDA PAGA Payment (\$18,750).

25. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant.

26. "Payment Ratio" means the respective Total Weeks Worked for each Settlement Class Member divided by the sum of Total Weeks Worked for all participating Settlement Class

Members and/or the respective Total Weeks Worked for each Settlement Aggrieved Employee divided by the sum of Total Weeks Worked for all participating Settlement Aggrieved Employees.

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

28. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval and Approval of the PAGA Settlement.

29. “Released Claims” means all claims under state, federal, the Federal Labor Standards Act (“FLSA”), or local law, whether statutory, administrative, or common law arising out of the claims expressly pleaded in the Action and all other claims not pled, such as those under the California Labor Code, applicable Wage Orders, regulations, and/or other provisions of law, that could have been pled based on the facts pleaded in the Action for unpaid wages (including without limitation overtime and double time pay), meal/rest periods, wage statements, business expense reimbursement, violation of Business and Professions Code §17200, et seq., penalties including waiting time penalties and penalties under PAGA (arising out of the facts alleged in the pleadings filed in the Action), interest, and attorney’s fees.

30. “Released Parties” means Defendant and all of its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, the assignee for the benefit of creditors of Defendant, Petra (assignment for the benefit of creditors), LLC, a California limited liability company, and its representatives, agents, attorneys, officers, managers, members, and affiliates, and any individual or entity which could be liable for any of the Released Claims and Defendant’s Counsel of record in the Action.

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

32. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails the Notice to Settlement Class Members and the last date on which Settlement Class Members may postmark written Requests for Exclusion or a Notice of

Objection to the Settlement. If the 45th day falls on a Saturday, Sunday, or federal holiday, the deadline will be extended to the next business day.

33. “Settlement” means the disposition of the Action pursuant to this Agreement and Judgment.

34. “Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for reasonable fees and expenses associated with the administration of this Settlement, in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with the Motion for Preliminary Approval of the Settlement.

35. “Settlement Administrator” means Phoenix Settlement Administrators.

36. “Settlement Class Members” means all current and former non-exempt drivers and drivers’ assistants employed by Petra Living, Inc. dba Oliver Spaces (“Oliver Spaces”) from May 31, 2018 to the March 31, 2023 or the date of preliminary approval, whichever date comes first, except for those individuals who previously signed releases of the claims pled in Plaintiff’s operative complaint.

37. “Total Weeks Worked” means the number of weeks worked by Settlement Class Members during the Class Period, as estimated by the start and end dates of employment.

38. “Total PAGA Pay Periods” means the number of pay periods worked by Settlement Aggrieved Employees during the PAGA Period, as estimated by the start and end dates of employment.

RECITALS

39. Procedural History. On April 1, 2022 Plaintiff submitted a PAGA notice to the LWDA i. The notice detailed the following claims: (a) failure to provide meal periods or meal period premium pay; (b) failure to provide rest periods or rest period premium pay; (c) failure to pay at least minimum wage; (d) failure to pay all wages due; (e) failure to pay all wages due at termination; (f) failure to maintain and provide accurate wage statements; and (g) failure to reimburse business expenses.

1 40. On May 31, 2022, Plaintiff filed a putative class action against Defendant in the
2 Superior Court of the County of San Francisco alleging the following causes of action on a class-
3 wide basis: (1) unpaid wages and compensation; (2) failure to provide lawful meal periods; (3)
4 failure to provide lawful rest periods; (4) failure to reimburse business expenses; (5) failure to
5 provide accurate itemized wage statements; (6) failure to pay all wages upon separation; (7) unfair
6 competition; and (8) civil penalties pursuant to PAGA.

7 41. The Parties attended mediation on March 31, 2023 with David A. Rotman, Esq.
8 The Parties reached an agreement in principle for this Settlement on April 24, 2023 subject to
9 Plaintiff reviewing certain confirmatory discovery from Defendant for the purpose of this
10 Settlement.

11 42. Prior to mediation, Plaintiff obtained, through informal discovery, time records,
12 pay records, and other information relating to the size and scope of the Class, as well as data
13 permitting Plaintiff to fully understand the nature and scope of the allegations. Plaintiff's
14 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
15 *Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
16 (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

17 43. The Court has not granted class certification.

18 44. The Parties, Class Counsel and Defendant's Counsel represent that they are not
19 aware of any other pending matter or action asserting claims that will be extinguished or affected
20 by the Settlement.

21 45. The Parties expressly acknowledge that this Agreement is entered into solely for
22 the purpose of compromising significantly disputed claims and that nothing herein is an admission
23 of any liability or wrongdoing by Defendant. If, for any reason this Agreement is not approved, it
24 will be of no force or effect, and the Parties shall be returned to their original respective positions.

25 46. The Parties agree to jointly file a motion for preliminary approval ("Motion for
26 Preliminary Approval") that complies with the Court's current checklist for Preliminary
27 Approvals.
28

47. Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the settlement of Plaintiff's PAGA claim in accordance with California Labor Code § 2699(1)(2), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval").

TERMS OF AGREEMENT

48. Release As to All Class Members. As of the Effective Date, Plaintiff and the Settlement Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns and attorneys, hereby release Defendant and Released Parties from the Released Claims as consideration for Defendant's payment of the Gross Settlement Amount.

Settlement Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Payments constitute payment of all sums allegedly due to them. Settlement Class Members will be deemed to have acknowledged and agreed that California Labor Code § 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows: “**An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages had been made.**”

49. Plaintiff's Individual General Release. Additionally, Plaintiff, on behalf of himself and his heirs, representatives, successors, and assigns releases Defendant and the Released Parties from any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or unasserted, whether in tort, contract, or for violation of any state or federal statute, rule, ordinance or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties prior to the execution of this Agreement. Plaintiff stipulates and agrees that he expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any comparable provision under federal or state law, which provides:

1 **A general release does not extend to claims that the creditor**
2 **or releasing party does not know or suspect to exist in his or**
3 **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.

4 Plaintiff may hereafter discover facts in addition to or different from those he now
5 knows or believes to be true with respect to the subject matter of any claims, but shall be
6 deemed to have, and by operation of the Judgment to have, fully, finally, and forever settled
7 and released any and all claims, whether known or unknown, suspected or unsuspected,
8 contingent or non-contingent, which now exist, or heretofore have existed, upon any theory
9 of law or equity now existing or coming into existence in the future, including, but not limited
10 to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law
11 or rule, without regard to the subsequent discovery or existence of such different or additional
12 facts. Nonetheless, Plaintiff waives and relinquishes any and all rights and protections
13 afforded to him under Section 1542 of the California Civil Code.

14 50. Tax Liability. The Parties make no representations as to the tax treatment or legal
15 effect of the payments called for hereunder, other than that payroll taxes are to be withheld from
16 the portion of the Individual Settlement Payments classified as wages. The responsibility for any
17 taxes withheld from any Individual Settlement Payment lies with the individual Settlement Class
18 Member receiving such Individual Settlement Payment. Except as specifically detailed herein,
19 Settlement Class Members are not relying on any statement or representation by the Parties with
20 respect to the taxability of any other Individual Settlement Payments.

21 51. Notice and Preliminary Approval of Settlement. As part of this Settlement,
22 Plaintiff will request that the Court: (a) grant preliminary approval of the Settlement, (b)
23 certify a Settlement Class, (c) approve distribution of Notice to Settlement Class Members,
24 and (d) grant final approval of the Settlement. Plaintiff shall request a Preliminary Approval
25 Hearing. In conjunction with the Hearing, Plaintiff will submit this Agreement, which sets
26 forth the terms of this Settlement, and will include a proposed Notice, as necessary to
27 implement the Settlement.
28

1 52. Class Counsel will prepare the Motion for Preliminary Approval. Class
2 Counsel shall also submit this Agreement to the LWDA in compliance with PAGA.

3 53. Settlement Administration. Within twenty-one (21) calendar days of the
4 Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class
5 Information for purposes of mailing the Notice to Settlement Class Members. If the 21st day falls
6 on a Saturday, Sunday, or federal holiday, the deadline will be extended to the next business day.

7 a. Notice By First Class U.S. Mail with Business Reply Mail Postage. Upon
8 receipt of the Class Information, the Settlement Administrator will perform a
9 search based on the National Change of Address Database to update and correct
10 any known or identifiable address changes. Within fifteen (15) calendar days of
11 receipt of the Class Information from Defendant, the Settlement Administrator
12 shall mail copies of the Notice to all Settlement Class Members via regular First-
13 Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to
14 determine the current mailing address for each Settlement Class Member. The
15 address identified by the Settlement Administrator as the current mailing address
16 shall be presumed to be the best mailing address for each Settlement Class
17 Member. If the 15th day falls on a Saturday, Sunday, or federal holiday, the
18 deadline will be extended to the next business day.

19 i. Undeliverable Notices. Any Notice returned to the Settlement
20 Administrator as non-delivered on or before the Response Deadline shall be
21 re-mailed to the forwarding address affixed thereto. If no forwarding address
22 is provided, the Settlement Administrator shall promptly attempt to
23 determine a correct address by use of skip-tracing, or other search using the
24 name, address and/or Social Security number of the respective Settlement
25 Class Member and perform a re-mailing if another mailing address is
26 identified by the Settlement Administrator. If a Settlement Class Member's
27 Notice is returned to the Settlement Administrator more than once as non-
28 deliverable on or before the Response Deadline, then an additional Notice

1 need not be re-mailed, and the Settlement Class Member is deemed to have
2 received Notice. Those Settlement Class Members who receive a re-mailed
3 Notice, whether by skip trace or by request, will have between the later of
4 (a) an additional fifteen (15) calendar days (unless the 15th day falls on a
5 Saturday, Sunday, or federal holiday, in which case the deadline will be
6 extended to the next business day) or (b) the Response Deadline to submit a
7 Request for Exclusion or Notice of Objection.

8 b. No Claim Form Necessary. All Settlement Class Members who do not
9 timely submit a Request for Exclusion will receive Individual Settlement
10 Payments from the Net Settlement Amount; submission of a claim form is not
11 necessary to receive an Individual Settlement Payment. Estimated Individual
12 Settlement Payments will be stated in the Notice.

13 i. Disputes Regarding Individual Settlement Payments. Settlement
14 Class Members will have the opportunity, should they disagree with
15 Defendant's records regarding their employment dates or Total Weeks
16 Worked, to provide documentation and/or an explanation to correct the
17 information and seek modification of their estimated Individual Settlement
18 Payments. If there is a dispute, the Settlement Administrator will consult with
19 the Parties to determine whether an adjustment is warranted. The Settlement
20 Administrator shall determine the eligibility for, and the amounts of, any
21 Individual Settlement Payments under the terms of this Agreement. The
22 Settlement Administrator's determination of the eligibility for and amount of
23 any Individual Settlement Payment shall be final and binding upon the
24 Settlement Class Members and the Parties.

25 ii. Disputes Regarding Administration of Settlement. Any disputes not
26 resolved concerning the administration of the Settlement will be resolved by
27 the Court, under the laws of the State of California. Prior to any such
28

1 involvement of the Court, Counsel for the Parties will confer in good faith to
2 resolve the disputes without the necessity of involving the Court.

3 c. Exclusions. The Notice shall state that Settlement Class Members who
4 wish to exclude themselves from the Settlement must submit a written Request for
5 Exclusion by the Response Deadline. The written Request for Exclusion must:
6 (1) contain the name, address, and telephone number of the person requesting
7 exclusion, (2) be signed by the Settlement Class Member; (3) be postmarked by
8 the Response Deadline and returned to the Settlement Administrator at the
9 specified address; and (4) state the Settlement Class Member's intent to request
10 exclusion, opt out, or words to that effect. If a signed Request for Exclusion is not
11 timely submitted stating the name and address of the Settlement Class Member, it
12 will not be deemed valid for exclusion from this Settlement. The date of the
13 postmark on the return mailing envelope of the Request for Exclusion shall be the
14 exclusive means used to determine whether the Request for Exclusion was timely
15 submitted. Any Settlement Class Member who submits a valid and timely written
16 Request for Exclusion will not be entitled to any recovery under the Settlement
17 and will not be bound by the terms of the Settlement or have any right to object,
18 appeal or comment thereon. Settlement Class Members who do not or fail to
19 submit a valid and timely written Request for Exclusion on or before the Response
20 Deadline shall be bound by all terms of the Settlement and any Final Approval
21 Order and Judgment entered in this Action.

22 i. No later than ten (10) calendar days after the Response Deadline,
23 the Settlement Administrator shall provide Counsel for the Parties with a
24 complete list of all Settlement Class Members who have timely submitted
25 valid written Requests for Exclusion. At no time shall any of the Parties or
26 their Counsel seek to solicit or otherwise encourage members of the
27 Settlement Class to submit Requests for Exclusion from the Settlement.
28

1 ii. No later than thirty (30) calendar days after the Response Deadline,
2 the Settlement Administrator will provide Defendant with an accounting of
3 all payments and awards payable from the Gross Settlement Amount.

4 d. Objections. The Notice shall state that Settlement Class Members who
5 wish to object to the Settlement may mail to the Settlement Administrator a written
6 Notice of Objection by the Response Deadline. The date of the postmark on the
7 return envelope shall be the exclusive means for determining whether a Notice of
8 Objection was timely submitted. The Notice of Objection must be signed by the
9 Settlement Class Member and state: (1) the full name of the Settlement Class
10 Member, and (2) the specific basis for the objection. Class Counsel shall include
11 all objections received and Plaintiff's response(s) with Plaintiff's Motion for Final
12 Approval of the Settlement. Settlement Class Members who submit a timely
13 Notice of Objection will have a right to have their objections heard at the Final
14 Approval/Settlement Fairness Hearing. Class Counsel shall not represent any
15 Settlement Class Members with respect to any such objections.

16 e. No Solicitation of Settlement Objections or Exclusions. The Parties agree
17 to use their best efforts to carry out the terms of this Settlement. At no time shall
18 any of the Parties or their Counsel seek to solicit or otherwise encourage
19 Settlement Class Members to submit either Notices of Objection to the Settlement
20 or requests for exclusion from the Settlement, or to appeal from the Court's
21 Judgment.

22 f. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to
23 sign this Agreement, and by signing this Agreement, is hereby bound by the terms
24 herein. For good and valuable consideration, Plaintiff agrees that he will not
25 request to be excluded from the Settlement, nor object to any terms herein. Any
26 such request for exclusion or objection by Plaintiff will be void and of no force or
27 effect. Any effort by Plaintiff to circumvent the terms of this paragraph will be
28 void and of no force and effect.

1 54. Funding and Allocation of Gross Settlement Amount. Defendant shall pay Two
2 Hundred Fifteen Thousand Dollars and Zero Cents (\$215,000.00) and no more as the Gross
3 Settlement Amount. The Gross Settlement Amount is to be deposited in an interest-bearing
4 account set up by the Settlement Administrator no later than twenty (20) calendar days after the
5 Effective Date. If the 20th day falls on a Saturday, Sunday, or federal holiday, the deadline will be
6 extended to the next business day. Defendant has no obligation to pay the Gross Settlement
7 Amount (or any payroll taxes) prior to twenty-one (21) days after the Effective Date. Payments
8 from the Gross Settlement Amount shall be made, as specified in this Agreement and approved
9 by the Court, by the Settlement Administrator within ten (10) calendar days of receipt of the Gross
10 Settlement Amount for: (1) Individual Settlement Payments to Settlement Class Members who
11 do not submit a timely and valid written Request for Exclusion, (2) Class Representative
12 Enhancement Award, (3) Class Counsel Award, (4) PAGA Settlement Fund, and (5) the
13 Settlement Administrator Costs.

14 a. Individual Settlement Payments. Individual Settlement Payments will be
15 paid from the Net Settlement Amount and shall be paid pursuant to the terms set
16 forth above. Individual Settlement Payments shall be mailed by regular First-Class
17 U.S. Mail to the respective Settlement Class Member's last known mailing
18 address. Individual Settlement Payments will be allocated as follows: 15% as
19 wages (subject to tax withholding and payroll taxes). Defendant shall pay the
20 employer's share of any payroll taxes or withholdings separate and apart from the
21 Gross Settlement Amount, and the balance as penalties and interest (to be reported
22 on 1099 forms). Any checks issued to Settlement Class Members shall remain
23 valid and negotiable for one hundred and eighty (180) days from the date of their
24 issuance. Individual Settlement Payment checks will contain the following printed
25 notice advising Settlement Class Members that by cashing, depositing or otherwise
26 negotiating their Individual Settlement Payment checks they are affirmatively
27 opting into the settlement for purposes of the FLSA: "BY CASHING THIS
28 CHECK YOU ARE AGREEING TO THE TERMS OF THE SETTLEMENT

1 REACHED IN SMITH V. PETRA LIVING, INC. CASE NO. CGC-22-599900,
2 AND AGREE TO OPT-IN TO THE SETTLEMENT AND TO RELEASE
3 CLAIMS UNDER THE FAIR LABOR STANDARDS ACT PURSUANT TO
4 THE SETTLEMENT.”

5 i. Calculation of Individual Settlement Payments other than PAGA
6 payments. Defendant will provide the Settlement Administrator with
7 sufficient information to calculate available Individual Settlement
8 Payments other than Individual PAGA Settlement Payments to all
9 Settlement Class Members. This information includes the dates of
10 employment of each Settlement Class Member. For each Settlement Class
11 Member, the Total Weeks Worked in the Class Period will be calculated.
12 The respective Total Weeks Worked for each Settlement Class Member
13 will be divided by the Total Weeks Worked in the Class Period for all
14 Settlement Class Members, resulting in the Payment Ratio for each
15 Settlement Class Member. Each Settlement Class Member’s Payment
16 Ratio is then multiplied by the Net Settlement Amount to determine his or
17 her Individual Settlement Payment. Each Individual Settlement Payment
18 will be reduced by any legally mandated deductions or withholdings for
19 each Settlement Class Member. Settlement Class Members are not eligible
20 to receive any compensation under the Settlement other than Individual
21 Settlement Payments and/or Individual PAGA Settlement Payments. The
22 wage portions are subject to tax withholding and will be reported on IRS
23 W-2 Forms. The non-wage portions are not subject to tax withholding and
24 will be reported on IRS 1099 – MISC Forms.

25 ii. Calculation of Individual PAGA Settlement Payments. Defendant
26 will provide to Plaintiff sufficient information to calculate the Individual
27 PAGA Settlement Payments to all Settlement Aggrieved Employees. This
28 information includes the dates of employment of each Settlement

1 Aggrieved Employee. For each Settlement Aggrieved Employee, the Total
2 PAGA Pay Periods in the PAGA Period will be calculated. The respective
3 Total PAGA Pay Periods for each Settlement Aggrieved Employee will be
4 divided by the Total PAGA Pay Periods in the PAGA Period for all
5 Settlement Aggrieved Employees, resulting in the Payment Ratio for each
6 Settlement Aggrieved Employee. Each Settlement Aggrieved Employee's
7 Payment Ratio is then multiplied by 25% of the PAGA Settlement Fund to
8 determine his or her Individual PAGA Settlement Payment. Settlement
9 Aggrieved Employees are not eligible to receive any compensation under
10 the Settlement other than Individual Settlement Payments and/or
11 Individual PAGA Settlement Payments. The Individual PAGA Settlement
12 Payments are not subject to tax withholding and will be reported on IRS
13 1099 – MISC Forms. Settlement Aggrieved Employees cannot opt out of
14 the PAGA Settlement.

15 b. Cy Pres Charity. In accordance with California Rule of Civil Procedure
16 section 384, any unpaid cash residue or unclaimed or abandoned class member
17 funds, plus any accrued interest that has not otherwise been distributed pursuant to
18 order of this Court within 180 calendar days from the date the check was issued,
19 shall be paid to Legal Aid at Work, a nonprofit organization that furthers the
20 objectives and purposes underlying this Action and that provides civil legal
21 services to the indigent.

22 c. Class Representative Enhancement Award. Subject to Court approval, in
23 exchange for the release of all Released Claims, a general release under
24 Section 1542 of the California Civil Code, and for his time and effort in bringing
25 and prosecuting this matter, Plaintiff shall be paid from the Gross Settlement
26 Amount up to Five Thousand Dollars and Zero Cents (\$5,000.00), subject to Court
27 approval. Any portion of the requested Class Representative Enhancement Award
28 that is not awarded to the Class Representative shall be part of the Net Settlement

1 Amount and shall be distributed to Settlement Class Members as provided in this
2 Agreement. The Settlement Administrator shall issue an IRS Form 1099 – MISC
3 to Plaintiff for his Class Representative Enhancement Award. Plaintiff shall be
4 solely and legally responsible to pay any and all applicable taxes on his Class
5 Representative Enhancement Award and shall hold harmless Defendant and
6 Released Parties from any claim or liability for taxes, penalties, or interest arising
7 as a result of the Class Representative Enhancement Award. The Class
8 Representative Enhancement Award shall be in addition to Plaintiff's Individual
9 Settlement Payment as a Settlement Class Member.

10 d. Class Counsel Award. Class Counsel may apply for a Class Counsel Fees
11 Payment not to exceed Seventy-One Thousand Six Hundred Sixty-Six Dollars and
12 Sixty-Seven Cents (\$71,666.67), or one-third of the Gross Settlement Amount.
13 Class Counsel may apply for a Class Counsel Litigation Expenses Payment for the
14 reimbursement of actual costs incurred in prosecuting the Action up to Ten
15 Thousand Dollars and Zero Cents (\$10,000.00), subject to: (i) submission of
16 records to the Court, associated with Class Counsel's prosecution of this Action
17 from the Gross Settlement Amount, and (ii) Class Counsel's agreement not to
18 appeal any award of attorneys' fees or costs. Any portion of the requested Class
19 Counsel Award that is not awarded to Class Counsel shall be part of the Net
20 Settlement Amount and distributed to Settlement Class Members as provided in
21 this Agreement. Class Counsel shall be solely and legally responsible to pay all
22 applicable taxes on the payment made pursuant to this paragraph. The Settlement
23 Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the
24 payments made pursuant to this paragraph. This Settlement is not contingent upon
25 the Court awarding Class Counsel any particular amount in attorneys' fees and
26 costs.

27 e. PAGA Payment. Twenty-Five Thousand Dollars and Zero Cents
28 (\$25,000.00) shall be allocated to the release of Plaintiff and the Settlement

1 Aggrieved Employee's PAGA claims. From that allocation, the Settlement
2 Administrator shall make the PAGA Payment to the LWDA in the amount of
3 Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00).
4 The remaining Six Thousand Two Hundred Fifty Dollars and Zero Cents
5 (\$6,250.00) of the PAGA Payment shall be included in the Individual PAGA
6 Settlement Payments to be paid to the Settlement Aggrieved Employees.
7 Settlement Aggrieved Employees cannot opt out of the PAGA Settlement.

8 f. Settlement Administration Costs. The Settlement Administrator shall be
9 paid for the costs of administration of the Settlement from the Gross Settlement
10 Amount. The capped cost of administration for this Settlement is \$5,000 Dollars
11 (\$5,000). The Settlement Administrator shall provide the Parties with a declaration
12 to support the cost of administration. The Settlement Administrator, on
13 Defendant's behalf, shall have the authority and obligation to make payments,
14 credits and disbursements, including in the manner set forth herein, to Settlement
15 Class Members and Settlement Aggrieved Employees, calculated in accordance
16 with the methodology set out in this Agreement and orders of the Court.

17 i. The Parties agree to cooperate in the Settlement administration
18 process and to make all reasonable efforts to control and minimize the costs
19 and expenses incurred in administration of the Settlement. The Parties each
20 represent they do not have any financial interest in the Settlement
21 Administrator or otherwise have a relationship with the Settlement
22 Administrator that could create a conflict of interest.

23 ii. The Settlement Administrator shall be responsible for: processing
24 and mailing payments from Defendant to the Plaintiff, Class Counsel,
25 Settlement Class Members, Settlement Aggrieved Employees, the LWDA,
26 and cy pres recipient; printing and mailing the Notice to the Settlement
27 Class Members and Settlement Aggrieved Employees, as directed by the
28 Court; receiving and reporting the Requests for Exclusion and Notices of

1 Objection submitted by Settlement Class Members; distributing all tax
2 forms for payments under this Agreement; providing declaration(s) and
3 reports as necessary in support of preliminary and final approval of this
4 Settlement; and other tasks as the Parties mutually agree or the Court orders
5 the Settlement Administrator to perform both before and after distribution
6 of the Gross Settlement Amount. The Settlement Administrator shall keep
7 the Parties timely apprised of the performance of all Settlement
8 Administrator responsibilities.

9 g. No person shall have any claim against Defendant, Defendant's Counsel,
10 Plaintiff, Settlement Class Members, Settlement Aggrieved Employees, Class
11 Counsel or the Settlement Administrator based on distributions and payments
12 made in accordance with this Agreement.

13 55. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration
14 of the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness
15 Hearing shall be conducted to determine final approval of the Settlement along with the
16 amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative
17 Enhancement Award, (iii) Individual Settlement Payments, (iv) the Settlement Administrator
18 Cost, and (v) the PAGA Payment. Pursuant to California Rule of Court 3.769(h), after
19 granting Final Approval, the Court shall retain jurisdiction over the Parties to enforce the
20 terms of the Judgment.

21 56. Option to Terminate Settlement. If more than ten percent (10%) of all
22 Settlement Class Members submit timely and valid written Requests for Exclusion from the
23 Settlement, Defendant shall have, in its sole discretion, the option to terminate this
24 Settlement. In such case, Defendant's Counsel will notify Class Counsel of the decision to
25 terminate the Settlement within ten (10) calendar days following a final report by the
26 Settlement Administrator of the number of Requests for Exclusion. Further, to the extent
27 Defendant has made any payments under this Agreement, all payments shall be fully
28 refunded to Defendant, except that any fees already incurred by the Settlement Administrator

1 shall be paid by Defendant, and the Parties shall proceed in all respects as though this
2 Agreement had not been executed.

3 57. Nullification of Settlement Agreement. In the event: (i) the Court does not
4 enter an order for preliminary approval; (ii) the Court does not enter an order for final
5 approval; (iii) the Court does not enter a judgment; (iv) the Effective Date is not triggered;
6 or (v) the Settlement does not become final for any other reason, this Settlement Agreement
7 shall be null and void and any order or judgment entered by the Court in furtherance of this
8 Settlement shall be treated as void from the beginning. In such case, Defendant shall not
9 make any payment under this Agreement, and the Parties shall proceed in all respects as if
10 this Agreement had not been executed, except that any fees already incurred by the
11 Settlement Administrator shall be paid by the Parties in equal shares. In such a case, this
12 Agreement or its related exhibits shall not be admissible in evidence, nor may they be used
13 in discovery.

14 58. No Effect or Trigger on Employee Benefits. Amounts paid to Plaintiff,
15 Settlement Class Members, or Settlement Aggrieved Employees pursuant to this Agreement
16 shall be deemed not to be pensionable earnings and shall not trigger or have any effect on
17 the eligibility for, or calculation of, any of the employee earnings, benefits (e.g., vacations,
18 holiday pay, retirement plans, etc.) or bonuses of the Plaintiff, Settlement Class Members, or
19 Settlement Aggrieved Employees.

20 59. No Admission by Defendant. Defendant denies any and all claims alleged in
21 this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or
22 admission of any liability or wrongdoing by Defendant, and it shall not be used against
23 Defendant as an admission with respect to any claim of fault, concession or omission by
24 Defendant in this or any other proceeding.

25 60. Exhibits and Headings. The terms of this Agreement include the terms set forth
26 in the attached exhibits, which are incorporated by this reference as though fully set forth
27 herein. The exhibits to this Agreement are an integral part of the Settlement; however, the
28

1 terms of this Agreement control in case of conflict. The descriptive headings of any
2 paragraphs or sections of this Agreement are inserted for convenience of reference only.

3 61. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
4 Action, except such proceedings necessary to implement and complete the Settlement,
5 pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

6 62. Amendment or Modification. This Agreement may be amended or modified
7 only by a written instrument signed by Counsel for all Parties or their successors-in-interest.

8 63. Entire Agreement. This Agreement and the attached exhibits constitute the
9 entire Agreement among these Parties, and no oral or written representations, warranties or
10 inducements have been made to any Party concerning this Agreement or its exhibits other
11 than the representations, warranties and covenants contained and memorialized in the
12 Agreement and its exhibits.

13 64. Authorization to Enter into Settlement Agreement. While the decision to enter
14 this Agreement is the Parties' alone, Counsel for the Parties warrant and represent they have
15 been and are expressly authorized by the Party whom they each represent to negotiate this
16 Agreement, and to take all appropriate actions required or permitted to be taken by such
17 Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents
18 required to effectuate the terms of this Agreement, following the Parties' execution of this
19 Agreement. The Parties and their Counsel will cooperate with each other and use their best
20 efforts to effect the implementation of the Settlement. In the event the Parties are unable to
21 reach an agreement on the form or content of any document needed to implement the
22 Settlement, or on any supplemental provisions that may become necessary to effectuate the
23 terms of this Settlement, the Parties may seek the assistance of the Court or mediator to
24 resolve such disagreement. The person signing this Agreement on behalf of Defendant
25 represents and warrants that he/she is authorized to sign this Agreement on behalf of
26 Defendant. The person signing this Agreement on behalf of Plaintiff represents and warrants
27 that he/she is authorized to sign this Agreement and that he/she has not assigned any claim,
28 or part of a claim, covered by this Settlement to a third-party.

1 65. Binding on Successors and Assigns. This Agreement shall be binding upon,
2 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
3 defined.

4 66. California Law Governs. All terms of this Agreement and the exhibits hereto
5 shall be governed by and interpreted according to the laws of the State of California.

6 67. Counterparts. This Agreement may be executed in one or more counterparts
7 and/or electronically. All executed counterparts together shall be deemed to be one and the
8 same instrument.

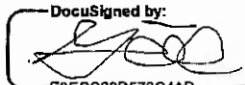
9 68. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
10 Settlement is a fair, adequate and reasonable settlement of this Action under the
11 circumstances unique to the Parties and have arrived at this Settlement after extensive arms-
12 length negotiations, taking into account all relevant factors, documents, and information,
13 present and potential.

14 69. Jurisdiction of the Court. In accordance with California Rule of Court
15 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the
16 interpretation, implementation and enforcement of the terms of this Agreement and all orders
17 and judgments entered in connection therewith, and the Parties and their counsel hereto
18 submit to the jurisdiction of the Court for purposes of interpreting, implementing and
19 enforcing the Settlement embodied in this Agreement and all orders and judgments entered
20 in connection therewith.

21 70. Invalidity of Any Provision. In the event that any word, paragraph, clause, or
22 portion of this Agreement is deemed illegal or unenforceable, it shall be stricken, and the
23 remainder of the Agreement shall be enforced. Before declaring any provision of this
24 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
25 extent possible consistent with applicable precedents so as to define all provisions of this
26 Agreement valid and enforceable.

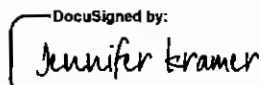
PLAINTIFF

3/27/2024
Date: _____

DocuSigned by:

F8ECC89B570C4AD...
GIOVONNIE SMITH

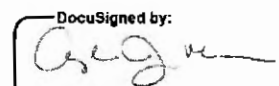
CLASS COUNSEL
HENNIG KRAMER RUIZ & SINGH, LLP

3/25/2024
Date: _____

DocuSigned by:

76A477A47C154AF...
Jennifer Kramer

LAW OFFICES OF ANGEL J. HORACEK, PC

3/25/2024
Date: _____

DocuSigned by:

DA21E7DEEF2B424...
Angel J. Horacek

Attorneys for Plaintiff, the Settlement Class
Members, and the Settlement Aggrieved
Employees

DEFENDANT

Date: _____

Michael A. Maidy
Petra (assignment for the benefit of creditors), LLC
Solely in its capacity as Assignee for the benefit
of creditors of Petra Living, Inc.

DEFENDANT'S COUNSEL

Date: _____

Nicky Jatana
Andrea F. Oxman
Kishaniah Dhamodaran
Attorneys for Defendant,
Petra Living, Inc. d/b/a Oliver Space

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PLAINTIFF

Date: _____

GIOVONNIE SMITH

CLASS COUNSEL

HENNIG KRAMER RUIZ & SINGH, LLP

Date: _____

Jennifer Kramer

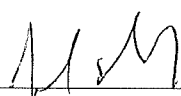
LAW OFFICES OF ANGEL J. HORACEK, PC

Date: _____

Angel J. Horacek
Attorneys for Plaintiff, the Settlement Class
Members, and the Settlement Aggrieved
Employees

DEFENDANT

Date: March 26, 2024


Michael A. Maity
Petra (assignment for the benefit of creditors), LLC
Solely in its capacity as Assignee for the benefit
of creditors of Petra Living, Inc.

DEFENDANT'S COUNSEL

Date: March 26, 2024


Nicky Jatana
Andrea F. Oxman
Kishaniah Dhamodaran
Attorneys for Defendant,
Petra Living, Inc. d/b/a Oliver Space

EXHIBIT 1

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

Giovonnie Smith v. Petra Living, Inc. (Case No. CGC-22-599900)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) entitled *Giovonnie Smith v. Petra Living, Inc.* for alleged wage and hour violations. The Action was filed by former employee of Petra Living Inc. dba Oliver Space (“Oliver Space”), Giovonnie Smith (“Plaintiff”) and seeks (1) monetary relief for a class of current and former non-exempt drivers and drivers’ assistants employed by Oliver Space in the State of California who worked for Oliver Space during the Class Period from May 31, 2018 through March 31, 2023 (but excluding those individuals who provided Oliver Space a release of claims) (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt drivers and drivers’ assistants employed by Oliver Space in the State of California who worked for Oliver Space during the PAGA Period from April 1, 2021 through March 31, 2023 (“Aggrieved Employees”). For the purposes of this Notice, Oliver Space shall be referred to here as the “Company.”

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

Based on the Company’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [redacted] (less withholding) and your Individual PAGA Payment is estimated to be \$ [redacted]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to the Company’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on the Company’s records showing that you worked [redacted] workweeks during the Class Period and you worked [redacted] workweeks during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires the

Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

If you worked for the Company during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against the Company.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against the Company. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Class Settlement.** You can tell the Court why you do not agree with the proposed Settlement, following the procedures described more fully below. You can only object to the Class Settlement if you have not excluded yourself from it (opt-out). The Court may or may not agree with your objection. However, if the Court does not agree with your objection, you may still be paid your Individual Class Payment. You cannot object to the PAGA portion of the proposed Settlement.

The Company will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You don't have to do anything to participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Company that are covered by this Settlement (Released Claims).
You can opt-out of the Class Settlement but not the PAGA Settlement. The opt-out deadline is 7.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give

	up their rights to pursue Released Claims (defined below) under the PAGA.
Participating Class Members can object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by II.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
You can participate in the Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on II. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.
You can challenge the calculation of your Workweeks/Pay Periods. Written challenges must be submitted by II.	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks in which you worked at least one day during the Class Period and how many Pay Periods in which you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Pay Periods you worked according to the Company’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by II. <i>See</i> Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Company employee. The Action accuses the Company of violating California labor laws by failing to pay wages, failing to provide meal periods and rest periods wages, failing to reimburse business expenses, failing to provide accurate itemized wage statements, and failing to pay all wages due upon termination. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

The Company denies any and all liability or wrongdoing.

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

So far, the Court has made no determination whether the Company or Plaintiff is correct on the merits. In the meantime, Plaintiff and the Company hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and the Company have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Company does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the Company has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation, including that the Company has ceased doing business and is in the process of winding down; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

- a. The Company Will Pay \$215,000.00 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Settlement Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, the Company will fund the Gross Settlement not more than 65 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$71,666.67 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$10,000.00 for litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - ii. Up to \$5,000.00 as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will

receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

- iii. Up to \$4,500.00 to the Administrator for services administering the Settlement.
- iv. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 15% ("Wage Portion") of each Individual Class Payment to taxable wages and 85% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Company will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably be lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, no later than , that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a

letter from a Class Member setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against the Company based on the PAGA Period facts alleged in the Action.

- g. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.
- h. Administrator. The Court has appointed a neutral company, Apex (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- i. Participating Class Members' Release. After the Judgment is final and the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Company or related entities for wages and penalties based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims under state, federal, the Federal Labor Standards Act ("FLSA"), or local law, whether statutory, administrative, or common law arising out of the claims expressly pleaded in the Action and all other claims not pled, such as those under the California Labor Code, applicable Wage Orders, regulations, and/or other provisions of law, that could have been pled based on the facts pleaded in the Action for unpaid wages

(including without limitation overtime and double time pay), meal/rest periods, wage statements, business expense reimbursement, violation of Business and Professions Code §17200, et seq., penalties including waiting time penalties and penalties under PAGA (arising out of the facts alleged in the pleadings filed in the Action), interest, and attorney's fees. .

- j. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and the Company has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against the Company, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Company or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: For each Participating Class Member, the Total Weeks Worked in the Class Period will be calculated. The respective Total Weeks Worked for each Participating Class Member will be divided by the Total Weeks Worked in the Class Period for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated deductions or withholdings for each Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments For each Aggrieved Employee and the Total PAGA Pay Periods in the PAGA Period. The respective Total PAGA Pay Periods for each Settlement Aggrieved Employee will be divided by the Total PAGA Pay Periods in the PAGA Period for all Aggrieved Employees, resulting in the Payment Ratio for each Settlement Aggrieved Employee. Each Settlement Aggrieved Employee's Payment Ratio is then multiplied by 25% of the PAGA Settlement Fund (\$6,250) to determine his or her Individual PAGA Settlement Payment.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated in the first page of this Notice. You have until to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of Workweeks and/or Pay Periods based on the Company's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if applicable.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator (APEX) as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Giovonnie Smith v. Petra Living, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **7**, or it will be invalid. Section 9 of the Notice has the Administrator's contact information. Remember, you cannot opt-out of the PAGA portion of the Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and the Company are asking the Court to approve. At least **7** days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award

stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Service Award for being a Class Representative. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website ([II](#)).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [II](#). Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Giovonnie Smith v. Petra Living, Inc.* and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [II](#) at [II](#) at the San Francisco County Superior Court, Civic Center Courthouse, Department 304, located at 400 McAllister St, San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel, and the Company's counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom or CourtCall (<https://sf.courts.ca.gov/online-services/virtual-courtrooms>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website ([II](#)) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Company and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://sf.courts.ca.gov/online-services/case-information>) and entering the Case Number for the Action, Case No. CGC-22-599900. You can also make an appointment to personally review court documents in the Clerk's Office.

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

The contact information for the Settlement Administrator is as follows:



The addresses for the Parties' Counsel are as follows:

Class Counsel	Defense Counsel
Jennifer Kramer HENNIG KRAMER RUIZ & SINGH, LLP 3600 Wilshire Blvd., Suite 1908 Los Angeles, CA 90010 Telephone: (213) 310-8301 Facsimile: (213) 310-8302 jennifer@employmentattorneyla.com Angel J. Horacek Email: angel@horaceklaw.com Law Offices of Angel J. Horacek, PC 5701 West Slauson Avenue, Suite 210 Culver City, CA 90230 Telephone: (310) 774-3945	Nicky Jatana Andrea F. Oxman Kishaniah Dhamodaran Jackson Lewis P.C. 725 S. Figueroa St., Suite 2500 Los Angeles, CA 90017 Tel.: (213) 689-0404 Fax: (213) 689-0430 E-Mail: Nicky.Jatana@jacksonlewis.com E-Mail: Andrea.Oxman@jacksonlewis.com E-Mail: Kishaniah.Dhamo@jacksonlewis.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

GIOVONNIE SMITH, as an individual and on
behalf of others similarly situated,

Plaintiff,
vs.

PETRA LIVING, INC., a Delaware
Corporation d/b/a Oliver Space, and DOES 1
through 80, Inclusive,

Defendants.

Case No.: CGC-22-599900

Assigned to the Hon. Ethan P. Schulman,
Department 304

[PROPOSED] JUDGMENT

1 **JUDGMENT**

2 This Court, having granted final approval of the Stipulation of Class Action Settlement and
3 Release (“Stipulation”) filed [REDACTED], between Plaintiff GIOVONNIE SMITH (“Plaintiff”), on
4 behalf of himself and the Settlement Class Members, on the one hand, and Defendant PETRA
5 LIVING, INC. dba Oliver Space (“Defendant”), on the other hand, in the above-entitled case, and
6 due and adequate notice having been given to the Class Members, as required by the Court’s Orders,
7 **HEREBY ENTERS JUDGMENT AS FOLLOWS:**

- 8 1. All terms used herein shall have the same meaning as defined in the Stipulation.
- 9 2. This Court has jurisdiction over the subject matter of this Action and over all parties
10 to this Action, including all Class Members.
- 11 3. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court hereby enters
12 judgment consistent with and as expressly set forth in the terms of the Stipulation, as modified by
13 the Final Approval Order, in the above-entitled case for Plaintiff and the Class Members who did
14 not exclude themselves from the Settlement and who are identified in the class list(s) that Defendant
15 provided to the Settlement Administrator.
- 16 4. Except as noted below, the Class Members bound by this Judgment include all
17 current and former non-exempt drivers and drivers assistants employed by Defendant in the State
18 of California who worked for Defendant during the period from May 31, 2018 through March 31,
19 2023, except for those individuals who previously signed releases of the claims pled in Plaintiff’s
20 operative complaint.
- 21 5. Distribution of the Notice directed to the Class Members as set forth in the
22 Stipulation and the other matters set forth therein have been completed in conformity with the
23 Preliminary Approval Order, including individual notice to all Class Members who could be
24 identified through reasonable effort, and the best notice practicable under the circumstances. The
25 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
26 including the proposed Settlement set forth in the Stipulation, to all persons entitled to such Notice,
27 and the Notice fully satisfied the requirements of due process. All Class Members and all Released
28 Claims are covered by and included within the Settlement and this Judgment.

1 6. The Court further finds that the Settlement is fair, reasonable, and adequate and that
2 Plaintiff has satisfied the standards and applicable requirements for final approval of this class
3 action Settlement under California law, including the provisions of California Code of Civil
4 Procedure section 382 and Federal Rule of Civil Procedure, rule 23, approved for use by the
5 California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

6 7. The Court hereby approves the Settlement set forth in the Stipulation and finds that
7 the Settlement is, in all respects, fair, adequate, and reasonable, and directs the parties to effectuate
8 the Settlement according to its terms. The Court finds that the Settlement has been reached because
9 of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the
10 parties have conducted reasonable investigation and research, and counsel for the parties are able
11 to reasonably evaluate their respective positions. The Court also finds that Settlement at this time
12 will avoid additional substantial costs, as well as avoid the delay and risks that would be presented
13 by the further prosecution of the Action. The Court has reviewed the benefits that are being granted
14 as part of the Settlement and recognizes the value to the Class Members. The Court also finds that
15 the Class is properly certified as a class for settlement purposes only.

16 8. Neither the Settlement nor any of the terms set forth in the Stipulation is an
17 admission by Defendant or any of the other Released Parties, nor is this Judgment a finding of the
18 validity of any claims in the Action or any wrongdoing by Defendant or any of the other Released
19 Parties. Neither this Judgment, the Stipulation, or any document referred to herein, nor any action
20 taken to carry out the Stipulation, is, may be construed as, or may be used as an admission by or
21 against Defendant, or any of the other Released Parties, of any fault, wrongdoing, or liability
22 whatsoever. The entering into or carrying out of the Stipulation, and any negotiations or
23 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
24 admission or concession by Defendant or any of the other Released Parties, and shall not be offered
25 in evidence in any action or proceeding in any court, administrative agency or other tribunal for
26 any purpose whatsoever other than to enforce the provisions of this Judgment, the Stipulation, the
27 Released Claims, or any related agreement or release. Notwithstanding these restrictions, any of
28 the Released Parties may file in the Action, or submit in any other proceeding, the Judgment, the

1 Stipulation, and any other papers and records on file in the Action as evidence of the Settlement to
2 support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue
3 preclusion or similar defense as to the Released Claims.

4 9. The Court hereby finds the Settlement payments provided for under the Settlement
5 to be fair and reasonable considering all the circumstances. The Court, therefore, orders the
6 calculations and the payments to be made and administered in accordance with the terms of the
7 Settlement.

8 10. The Court hereby confirms Hennig Kramer Ruiz & Singh, LLP and Law Offices of
9 Angel J. Horacek, PC as Class Counsel in the Action.

10 11. Pursuant to the terms of the Settlement, the Court also hereby approves and orders
11 payment from Defendant to the California Labor and Workforce Development Agency in the
12 amount of \$18,750, which represents 75% of the \$25,000 allocated to settle Plaintiff's claims under
13 the Private Attorneys General Act ("PAGA").

14 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
15 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
16 of \$[REDACTED], and attorneys' costs of \$[REDACTED], as final payment for and complete satisfaction of all
17 attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity
18 related to the Action. The Court further orders that the award of attorneys' fees and costs set forth
19 in this paragraph shall be administered pursuant to the terms of the Stipulation.

20 13. Pursuant to the Preliminary Approval Order, the Court also hereby approves and
21 orders payment in the amount of \$[REDACTED] for the claims administration expenses incurred by APEX.

22 14. The Court also hereby finds and orders that the Stipulation is and constitutes a fair,
23 reasonable, and adequate compromise of the Released Claims against Defendant and the Released
24 Parties.

25 15. Provided the Settlement becomes effective under the terms of the Stipulation, the
26 Court also hereby orders that the deadline for mailing the Court-approved Settlement Awards,
27 attorneys' fees and costs, and service payment is as set forth in the schedule within the Preliminary
28 Approval Order and as set forth in the Stipulation.

1 16. The Court also hereby finds that there were no objections to the Settlement raised
2 by any person on the record at the hearing on the Final Order.

3 17. The Class Members do not include the following persons who timely and properly
4 filed requests exclusion from the Settlement: **None.**

5 18. Any envelope transmitting a Settlement distribution to a class member shall bear the
6 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

7 19. Any Settlement distribution check shall be negotiable for 180 days from the date of
8 mailing.

9 20. The Class Representative and each Class Member, on their behalf and on behalf of
10 their respective spouses, heirs, executors, administrators, agents, and attorneys, fully and forever
11 release and discharge Defendant and its past or present parent companies, subsidiaries, divisions,
12 concepts, related or affiliated companies, shareholders, officers, directors, employees, partners,
13 agents, attorneys, insurers, successors and assigns, the assignee for the benefit of creditors of
14 Defendant, Petra (assignment for the benefit of creditors), LLC, a California limited liability
15 company, and its representatives, agents, attorneys, officers, managers, members, and affiliates,
16 and any individual or entity which could be jointly liable with any of the foregoing, ("Released
17 Parties") from all claims under state, federal, or local law, whether statutory or common law arising
18 out of the claims expressly pleaded in the Actions and all other claims not pled, such as those under
19 the California Labor Code, applicable Wage Orders, regulations, and/or other provisions of law,
20 that could have been pleaded based on the facts pleaded in the Action for unpaid wages (including
21 without limitation overtime and double time pay), meal/rest periods, wage statements, violation of
22 Business and Professions Code §17200, et seq., penalties including waiting time penalties and
23 penalties under the PAGA (arising out of the facts alleged in the pleadings filed in the Action),
24 interest, and attorney's fees. It avoids further costs and risks of continuing the lawsuit towards trial,
25 pays money to Settlement Class Members who do not request to be excluded, and releases
26 Defendant and the Released Parties from liability from the claims asserted in this lawsuit
27 (collectively, the "Released Claims").

28 21. Class Representative and the Class Members are not waiving any rights that cannot

1 legally be waived, including (i) any claims for unemployment compensation or workers'
2 compensation benefits or (ii) any claims relating solely to the validity or enforceability of the
3 Stipulation.

4 22. Class Representative and the Class Members forever agree that they, and each of
5 them, shall not institute, nor accept any other relief from, any other suit, class or collective action,
6 administrative claim, or other claim of any sort or nature whatsoever against Defendant or the
7 Released Parties, relating to the Released Claims for any period up to and including the Effective
8 Date.

9 23. As of the Effective Date, each Released Claim of every Class Member is and shall
10 be deemed to be conclusively released as against the Released Parties. All Class Members as of
11 the Effective Date are hereby forever barred and enjoined from prosecuting the Released Claims
12 contained in the Settlement against the Released Parties.

13 24. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of
14 the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
15 Action, the Class Representative, the Class Members, and Defendant for the purposes of the
16 enforcement of the terms of this Judgment, the interpretation, implementation and enforcement of
17 the Settlement, and the enforcement of all orders entered in connection with the Settlement.

18 25. The Settlement Administrator shall post a copy of this signed Judgment for thirty
19 (30) calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court
20 to provide notice to the Class Members of this Judgment.

21 26. This Judgment is intended to be a final disposition of the above-entitled action in its
22 entirety, and it is intended to be immediately appealable.

23 **IT IS SO ORDERED.**

24
25 Dated: _____

26 _____
JUDGE OF THE SUPERIOR COURT