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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

NIKOL LOCKETT, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

OTO DEVELOPMENT, LLC; and DOES 1
through 10, inclusive,

Defendants

Case No.: 22STCV17405

CLASS ACTION

[Hon. Stuart M. Rice, Dept. 1]

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint filed: May 26, 2022
Trial date: Not set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Nikol Lockett (“Plaintiff”) and Defendant OTO Development, LLC. (“Defendant”). The Agreement refers to Plaintiff and DEFENDANT collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Nikol Lockett, individually, and on behalf of all others similarly situated v. OTO Development, LLC, et al.*, filed on May 26, 2022 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant in California during the PAGA Period, including those that signed arbitration agreements and those who did not.
- 1.5. “Class” means all current and former non-exempt employees who worked for Defendant in California during the Class Period and did not sign arbitration agreements.
- 1.6. “Class Counsel” means Kane Moon, H. Scott Leviant and Mariam Ghazaryan of Moon Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number,

and number of Class Period Workweeks and PAGA Pay Periods.

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

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

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation unless otherwise agreed by the Parties, attached as Exhibit A and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original Exhibit A.

1.12. “Class Period” means the period from May 26, 2018 until November 13, 2023.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

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

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

1.16. “Defendant” means named Defendant OTO Development, LLC.

1.17. “Defense Counsel” means Daniel B. Chammas and Min K. Kim of Ford & Harrison LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court’s final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been

1 filed.

2 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

3 1.20. "Final Approval Hearing" means the Court's hearing on the motion for final approval of
4 the Settlement.

5 1.21. "Gross Settlement Amount" means \$417,500.00 which is the total amount Defendant
6 agrees to pay as part of this Agreement, except as provided in Paragraphs 3.1 and 8 below.
7 The Gross Settlement Amount will be used to pay Individual Class Payments, Individual
8 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class
9 Counsel Litigation Expenses Payment, Class Representative Service Payment and the
10 Administration Expenses Payment.

11 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the
12 Net Settlement Amount calculated according to the number of Workweeks worked during
13 the Class Period.

14 1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
15 the PAGA Penalties calculated according to the number of PAGA Pay Periods worked
16 during the PAGA Period.

17 1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

18 1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency
19 entitled, under Labor Code § 2699(i).

20 1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
21 under Labor Code § 2699(i).

22 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following
23 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
24 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,
25 Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
26 The remainder is to be paid to Participating Class Members as Individual Class Payments.

27 1.28. "Non-Participating Class Member" means any Class Member who opts out of the Class
28 portion of the Settlement by sending the Administrator a valid and timely Request for

1 Exclusion.

2 1.29. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked
3 for Defendant for at least one day during the PAGA Period.

4 1.30. "PAGA Period" means the period from April 7, 2021 until November 13, 2023.

5 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

6 1.32. "PAGA Notice" means Plaintiff's May 8, 2022 letter to Defendant and the LWDA
7 providing notice pursuant to Labor Code § 2699.3(a).

8 1.33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
9 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000.00) and the
10 75% to LWDA (\$30,000.00) in settlement of PAGA claims.

11 1.34. "Participating Class Member" means a Class Member who does not submit a valid and
12 timely Request for Exclusion from the Class portion of the Settlement.

13 1.35. "Plaintiff" means Nikol Lockett, the named plaintiff in the Action.

14 1.36. "Preliminary Approval" means the Court's order granting preliminary approval of the
15 Class portion of the Settlement.

16 1.37. "Preliminary Approval Order" means the proposed order granting preliminary approval of
17 the Class portion of the Settlement.

18 1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.2
19 below.

20 1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3
21 below.

22 1.40. "Released Parties" means: Defendant and each of its former and present directors, officers,
23 shareholders, owners, former and present managing employees, members, attorneys,
24 agents, insurers, predecessors, successors, assigns, subsidiaries, parent companies, related
25 companies, and affiliates.

26 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be
27 excluded from the Class Settlement signed by the Class Member.

28 1.42. "Response Deadline" means 60 days after the Administrator mails Notice to Class

Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline for Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall be extended by 14 calendar days beyond the original Response Deadline.

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

1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On May 26, 2022 Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code § 17200, *et seq.*). On January 19, 2023, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for violation of the Private Attorneys General Act (“PAGA”). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and

the LWDA by sending the PAGA Notice.

2.3. On September 13, 2023, the Parties participated in an all-day mediation presided over by Steve Serratore, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, policy documents, a sampling of Class Members' time and payroll records, and other relevant data points and information. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5. Class certification has not been granted in this matter.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are aware of one other pending matter or action asserting claims that will be extinguished or affected by the Settlement. That matter is *Jorge Toscano v. OTO Development, LLC, et al.*, Orange County Superior Court Case No. 22CV400192. Counsel for Plaintiff represents that they have entered into a written fee sharing agreement with counsel for Jorge Toscano, and plaintiff Jorge Toscano will not oppose the settlement of this matter.

2.7. Plaintiff has entered into a separate individual settlement agreement with Defendant to resolve all claims not included within this Settlement. That individual settlement agreement is contingent upon approval of this Settlement and includes a general release and a waiver pursuant to Civil Code § 1542. The terms of that individual settlement agreement will be disclosed with the motion for preliminary approval of this Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$417,500.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this

1 Agreement. The Administrator will disburse the entire Gross Settlement Amount without
2 asking or requiring Participating Class Members or Aggrieved Employees to submit any
3 claim as a condition of payment. None of the Gross Settlement Amount will revert to
4 Defendant.

5 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
6 following payments from the Gross Settlement Amount, in the amounts specified by the
7 Court in the Final Approval:

8 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of
9 not more than \$7,500.00 (in addition to any Individual Class Payment, and any
10 Individual PAGA Payment the Class Representative is entitled to receive as a
11 Participating Class Member). Defendant will not oppose Plaintiff's request for a
12 Class Representative Service Payment that does not exceed this amount. As part of
13 the motion for Class Counsel Fees Payment and Class Litigation Expenses
14 Payment, Plaintiff will seek Court approval for any Class Representative Service
15 Payments no later than 16 court days prior to the Final Approval Hearing. If the
16 Court approves a Class Representative Service Payment less than the amount
17 requested, the Administrator will retain the remainder in the Net Settlement
18 Amount. The Administrator will pay the Class Representative Service Payment
19 using IRS Form 1099. Plaintiff assumes full responsibility and liability for
20 employee taxes owed on the Class Representative Service Payment.

21 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third,
22 which is currently estimated to be \$139,166.67 and a Class Counsel Litigation
23 Expenses Payment of not more than \$24,000.00. Defendant will not oppose
24 requests for these payments provided that they do not exceed these amounts.
25 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment
26 and Class Litigation Expenses Payment no later than 16 court days prior to the
27 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
28 and/or a Class Counsel Litigation Expenses Payment less than the amounts

requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration expenses are less or the Court approves payment less than \$15,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on

1 their Individual Class Payment.

2 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
3 Class Payments. Non-Participating Class Members will not receive any
4 Individual Class Payments. The Workweeks of Non-Participating Class
5 Members are not included in the calculation of payments to Participating
6 Class Members and therefor have no effect on the calculation of Individual
7 Class Payments paid from the Net Settlement Amount.

8 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
9 \$40,000.00 to be paid from the Gross Settlement Amount, with 75% (\$30,000.00)
10 allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the
11 Individual PAGA Payments.

12 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
13 dividing the amount of the Aggrieved Employees' 25% share of PAGA
14 Penalties \$10,000.00 by the total number of PAGA Period Pay Periods
15 worked by all Aggrieved Employees during the PAGA Period and (b)
16 multiplying the result by each Aggrieved Employee's PAGA Period Pay
17 Periods. Aggrieved Employees assume full responsibility and liability for
18 any taxes owed on their Individual PAGA Payment.

19 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested,
20 the Administrator will allocate the remainder to the Net Settlement
21 Amount. The Administrator will report the Individual PAGA Payments on
22 IRS 1099-MISC Forms.

23
24 **4. SETTLEMENT FUNDING AND PAYMENTS.**

25 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
26 to date, Defendant estimates there are 565 Class Members who collectively worked a total
27 of 27,365 Workweeks, and 1,826 of Aggrieved Employees who worked a total of 32,198
28

1 PAGA Pay Periods as of August 25, 2023.

2 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the
3 Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
4 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator
5 must maintain the Class Data in confidence, use the Class Data only for purposes of this
6 Settlement and for no other purpose, and restrict access to the Class Data to Administrator
7 employees who need access to the Class Data to effect and perform under this Agreement.
8 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that
9 the Class Data omitted class member identifying information and to provide corrected or
10 updated Class Data as soon as reasonably feasible. Without any extension of the deadline
11 by which Defendant must send the Class Data to the Administrator, the Parties and their
12 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
13 resolve any issues related to missing or omitted Class Data.

14 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
15 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
16 taxes by transmitting the funds to the Administrator no later than 60 calendar days after the
17 Effective Date.

18 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
19 Gross Settlement Amount, the Administrator will mail checks for all Individual Class
20 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
21 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
22 Litigation Expenses Payment, and the Class Representative Service Payment.
23 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
24 Payment and the Class Representative Service Payment shall not precede disbursement of
25 Individual Class Payments and Individual PAGA Payments.

26 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
27 Individual PAGA Payments and send them to the Class Members via First Class
28 U.S. Mail, postage prepaid. The face of each check shall prominently state the

1 date (not less than 180 days after the date of mailing) when the check will be
2 voided. The Administrator will cancel all checks not cashed by the void date. The
3 Administrator will send checks for Individual Settlement Payments to all
4 Participating Class Members (including those for whom Class Notice was returned
5 undelivered). The Administrator will send checks for Individual PAGA Payments
6 to all Aggrieved Employees including Non-Participating Class Members who
7 qualify as Aggrieved Employees (including those for whom Class Notice was
8 returned undelivered). The Administrator may send Participating Class Members a
9 single check combining the Individual Class Payment and the Individual PAGA
10 Payment. Before mailing any checks, the Settlement Administrator must update
11 the recipients' mailing addresses using the NCOA database.

12 4.4.2. The Administrator must conduct a Class Member Address Search for all other
13 Class Members whose checks are returned undelivered without a United States
14 Postal Service ("USPS") forwarding address. Within 7 days of receiving a
15 returned check the Administrator must re-mail checks to the USPS forwarding
16 address provided or to an address ascertained through the Class Member Address
17 Search. The Administrator need not take further steps to deliver checks to Class
18 Members whose re-mailed checks are returned as undelivered. The Administrator
19 shall promptly send a replacement check to any Class Member whose original
20 check was lost or misplaced, requested by the Class Member prior to the void date.

21 4.4.3. For any Class Member whose Individual Class Payment check or Individual
22 PAGA Payment check is uncashed and cancelled after the void date, the
23 Administrator shall transmit the funds represented by such checks to the California
24 Controller's Unclaimed Property Fund in the name of the Class Member thereby
25 leaving no "unpaid residue" subject to the requirements of California Code of Civil
26 Procedure § 384(b).

27 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
28 not obligate Defendant to confer any additional benefits or make any additional

1 payments to Class Members (such as 401(k) contributions or bonuses) beyond
2 those specified in this Agreement.

3
4 **5. RELEASES OF CLAIMS.**

5 Effective on the date when DEFENDANT fully funds the entire Gross Settlement Amount and funds all
6 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
7 Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as
8 follows:

9 5.1. Plaintiff's Release. Plaintiff, on behalf of herself and her former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases
11 Released Parties from (i) all claims that were pled in the operative complaint, or which
12 were asserted in the litigation, or which could have been pled in any of the complaints in
13 the Action or PAGA notice submitted by Plaintiff with the Labor Workforce Development
14 Agency based on the factual allegations therein, that arose during the Class Period,
15 including:

- 16 a. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and
17 1197];
18 b. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
19 c. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
20 d. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
21 e. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code §§ 2800,
22 2802];
23 f. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-
24 203];
25 g. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
26 h. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
27 i. Except as set forth in Section 5.3 of this Agreement, Plaintiff does not release
28 any other claims under this Agreement, including claims for vested benefits,

wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were pled in the operative complaint, or which were asserted in the litigation, or which could have been pled in any of the complaints in the Action or PAGA notice submitted by Plaintiff with the Labor Workforce Development Agency based on the factual allegations therein, that arose during the Class Period, including:

- a. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
- b. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
- c. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
- d. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
- e. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code §§ 2800, 2802];
- f. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
- g. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
- h. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
- i. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Class Members Who Are Aggrieved Employees: All Class Members, including Plaintiff, who are Aggrieved Employees are deemed to release, on behalf of themselves

and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA notice submitted by Plaintiff with the Labor Workforce Development Agency, and in the Operative Complaint, or which could have been pled in any of the complaints in the Action or PAGA notice based on the factual allegations therein, including:

- a. Failure to pay for all hours worked, including any claims for failure to pay minimum wages due to alleged rounding policies, “off-the-clock” hours, alleged failure to pay split shift premiums;
- b. Failure to pay overtime, including but not limited to alleged failure to incorporate all remuneration when calculating the correct overtime rate of pay;
- c. Failure to provide legally compliant meal periods;
- d. Failure to authorize and permit legally compliant rest periods;
- e. Failure to maintain accurate and complete records;
- f. Failure to reimburse and indemnify employees for business expenses;
- g. Failure to pay all vacation wages at termination;
- h. Failure to pay all wages owed at termination;
- i. Failure to provide accurate itemized wage statements;
- j. Failure to pay all earned wages two times per month;
- k. Violations of California Labor Code sections 232, 246, 6310, 6311, 6400, 6401, 6402, 6403, 6404.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for preliminary approvals, to the extent the Court maintains such a checklist.

6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 7 days of the full

1 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
2 declaration from Defendant and/or Defense Counsel disclosing all facts relevant to any
3 actual or potential conflicts of interest with the Administrator, *if any such actual or*
4 *potential conflicts exist*. Similarly, if any other pending matter or action asserting claims
5 will be extinguished or adversely affected by the Settlement, Defendant shall prepare and
6 deliver to Class Counsel a signed declaration from Defendant and/or Defense Counsel
7 identifying any other pending matter or action asserting claims that will be extinguished or
8 adversely affected by the Settlement. Alternatively, if such other actions are filed between
9 the execution of this Agreement and the filing of the Motion for Preliminary Approval and
10 become known to Defendant and/or Defense Counsel, Defense Counsel will advise Class
11 Counsel.

12 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
13 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
14 notice, and memorandum in support, of the Motion for Preliminary Approval that includes
15 an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA
16 Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed order granting
17 preliminary approval and approval of PAGA settlement; (iii) a draft proposed Class
18 Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid
19 for administering the Settlement and attesting to its willingness to serve; competency;
20 operative procedures for protecting the security of Class Data; insurance coverage for any
21 data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or
22 potential conflicts of interest with Class Members and the nature and extent of any
23 financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed
24 declaration from Plaintiff confirming willingness and competency to serve and disclosing
25 all facts relevant to any actual or potential conflicts of interest with Class Members, and
26 the Administrator and, (vi) a signed declaration from each Class Counsel firm attesting to
27 its competency to represent the Class Members; its timely transmission to the LWDA of all
28 necessary PAGA documents (initial notice of violations [Labor Code § 2699.3(a)],

Operative Complaint [Labor Code § 2699(l)(1)], this Agreement [Labor Code § 2699(l)(2)]; and, all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement or disclose the existence of any such pending matters.

Alternatively, if such other actions are filed between the execution of this Agreement and the filing of the Motion for Preliminary Approval and become known to Class Counsel, Class Counsel will advise Defense Counsel.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Class Counsel shall provide a draft of the Motion for Preliminary Approval to Defense Counsel with sufficient time so the Parties can agree on the finalized version of the motion.

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

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.,

1 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
2 this Agreement in exchange for payment of Administration Expenses. The Parties and
3 their Counsel represent that they have no interest or relationship, financial or otherwise,
4 with the Administrator other than a professional relationship arising out of prior
5 experiences administering settlements.

6 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
7 Identification Number for purposes of calculating payroll tax withholdings and providing
8 reports state and federal tax authorities.

9 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
10 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation §
11 468B-1.

12 7.4. Notice to Class Members.

13 7.4.1. No later than three (3) business days after receipt of the Class Data, the
14 Administrator shall notify Class Counsel that the list has been received and state
15 the number of Class Members, Aggrieved Employees, Workweeks, and Pay
16 Periods in the Class Data.

17 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
18 after receiving the Class Data, the Administrator will send to all Class Members
19 identified in the Class Data, via first-class USPS mail, the Class Notice with
20 Spanish translation, substantially in the form attached to this Agreement as **Exhibit**
21 **A**. The first page of the Class Notice shall prominently estimate the dollar amounts
22 of each Individual Class Payment and/or Individual PAGA Payment payable to the
23 Class Member and/or Aggrieved Employee, and the number of Workweeks and
24 PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing
25 Class Notices, the Administrator shall update Class Member addresses using the
26 NCOA database.

27 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
28 returned by the USPS as undelivered, the Administrator shall re-mail the Class

1 Notice using any forwarding address provided by the USPS. If the USPS does not
2 provide a forwarding address, the Administrator shall conduct a Class Member
3 Address Search, and re-mail the Class Notice to the most current address obtained.
4 The Administrator has no obligation to make further attempts to locate or send
5 Class Notice to Class Members whose Class Notice is returned by the USPS a
6 second time.

7 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks
8 and/or pay periods, and Requests for Exclusion will be extended an additional 14
9 days beyond the 60 days otherwise provided in the Class Notice for all Class
10 Members whose notices are re-mailed. The Administrator will inform the Class
11 Member of the extended deadline with the re-mailed Class Notice.

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

21 7.5. Requests for Exclusion (Opt-Outs).

22 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of
23 the Settlement must send the Administrator, by fax, email, or mail, a signed written
24 Request for Exclusion not later than 60 days after the Administrator mails the Class
25 Notice (plus an additional 14 days for Class Members whose Class Notice is re-
26 mailed). A Request for Exclusion is a letter from a Class Member or his/her
27 representative that reasonably communicates the Class Member's election to be
28 excluded from the Class portion of the Settlement and includes the Class Member's

1 name, address and email address or telephone number. To be valid, a Request for
2 Exclusion must be timely faxed, emailed, or postmarked by the Response
3 Deadline.

4 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
5 fails to contain all the information specified in the Class Notice. The Administrator
6 shall accept any Request for Exclusion as valid if the Administrator can reasonably
7 ascertain the identity of the person as a Class Member and the Class Member's
8 desire to be excluded. The Administrator's determination shall be final and not
9 appealable or otherwise susceptible to challenge. If the Administrator has reason to
10 question the authenticity of a Request for Exclusion, the Administrator may
11 demand additional proof of the Class Member's identity. The Administrator's
12 determination of authenticity shall be final as to the Parties, but a Class Member
13 whose Request for Exclusion is rejected by the Administrator may present a
14 challenge to that determination to the Court.

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

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

28 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the

1 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
2 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
3 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member
4 may challenge the allocation by communicating with the Administrator via fax, email or
5 mail. The Administrator must encourage the challenging Class Member to submit
6 supporting documentation. In the absence of any contrary documentation, the
7 Administrator is entitled to presume that the Workweeks contained in the Class Notice are
8 correct so long as they are consistent with the Class Data. The Administrator's
9 determination of each Class Member's allocation of Workweeks and/or PAGA Pay
10 Periods shall be final as to the Parties (although Defendant shall retain the right to correct
11 erroneous Class Data if subsequently discovered), but a Class Member whose Workweek
12 and/or Pay Period challenge is rejected by the Administrator may present the same
13 evidence supporting the Workweek and/or Pay Period challenge to the Court for review.
14 The Administrator shall promptly provide copies of all challenges to calculation of
15 Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the
16 Administrator's determination the challenges.

17 **7.7. Objections to Settlement.**

18 7.7.1. Only Participating Class Members may object to the class action components of
19 the Settlement and/or this Agreement, including contesting the fairness of the
20 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
21 Counsel Litigation Expenses Payment and/or Class Representative Service
22 Payment.

23 7.7.2. Participating Class Members may send written objections to the Administrator, by
24 fax, email, or mail. In the alternative, Participating Class Members may appear in
25 Court (or hire an attorney to appear in Court) to present verbal objections at the
26 Final Approval Hearing. A Participating Class Member who elects to send a
27 written objection to the Administrator must do so not later than 60 days after the
28 Administrator's mailing of the Class Notice (plus an additional 14 days for Class

Members whose Class Notice was re-mailed).

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

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use a webpage or webpages of its internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the motion for final approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final approval Order and the Judgment. No separate domain for this Settlement will be established by the Administrator. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

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

1 Requests for Exclusion (whether valid or invalid) received, objections received,
2 and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved
3 (“Weekly Report”). The Weekly Reports must include provide the Administrator’s
4 assessment of the validity of Requests for Exclusion and attach copies of all
5 Requests for Exclusion and objections received. In addition to the Weekly Reports,
6 the Administrator shall report to the Parties when it has completed the initial
7 distribution of the Individual Class Payments and Individual PAGA Payments to
8 all individuals with valid addresses.

9 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
10 address and make decisions consistent with the terms of this Agreement on all
11 Class Member challenges over the calculation of Workweeks and/or PAGA Pay
12 Periods. The Administrator’s determination of each Class Member’s allocation of
13 Workweeks and/or PAGA Pay Periods shall be final as to the Parties (although
14 Defendant shall retain the right to correct erroneous Class Data if subsequently
15 discovered), but a Class Member whose Workweek and/or Pay Period challenge is
16 rejected by the Administrator may present the same evidence supporting the
17 Workweek and/or Pay Period challenge to the Court for review.

18 7.8.5. Administrator’s Declaration. Not later than 10 days before the date by which
19 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
20 Administrator will provide to Class Counsel and Defense Counsel, a signed
21 declaration suitable for filing in Court attesting to its due diligence and compliance
22 with all of its obligations under this Agreement, including, but not limited to, its
23 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing
24 of Class Notices, attempts to locate Class Members, the total number of Requests
25 for Exclusion from Settlement it received (both valid or invalid), the number of
26 written objections and attach the Exclusion List. The Administrator will
27 supplement its declaration as needed or requested by the Parties and/or the Court.
28 Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

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

8. CLASS SIZE ESTIMATES

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 565 Class Members and 27,365 Total Workweeks during the Class period as of August 25, 2023 and (2) there were 1,826 Aggrieved Employees who worked 32,198 Pay Periods during the PAGA Period as of August 25, 2023.

9. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a

1 motion for final approval of the Settlement that includes a request for approval of the PAGA settlement
2 under Labor Code § 2699(I), a Proposed final approval order and a proposed Judgment (collectively
3 “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not
4 later than five days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
5 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements
6 concerning the Motion for Final Approval.

7 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
8 a Participating Class Member, including the right to file responsive documents in Court no
9 later than five court days prior to the Final Approval Hearing, or as otherwise ordered or
10 accepted by the Court.

11 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
12 Approval on any material change to the Settlement (including, but not limited to, the scope
13 of release to be granted by Class Members), the Parties will expeditiously work together in
14 good faith to address the Court’s concerns by revising the Agreement as necessary to
15 obtain Final Approval. The Court’s decision to award less than the amounts requested for
16 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
17 Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute
18 a material modification to the Agreement within the meaning of this paragraph.

19 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
20 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
21 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
22 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
23 law.

24 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
25 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
26 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the
27 Parties, their respective counsel, and all Participating Class Members who did not object to
28 the Settlement as provided in this Agreement, waive all rights to appeal from the

Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

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

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed

1 as an admission by Plaintiff that Defendant's defenses in the Action have merit. The
2 Parties agree that class certification and representative treatment is for purposes of this
3 Settlement only. If, for any reason the Court does grant Preliminary Approval, Final
4 Approval or enter Judgment, Defendant reserves the right to contest certification of any
5 class for any reasons, and Defendant reserves all available defenses to the claims in the
6 Action, and Plaintiff reserves the right to move for class certification on any grounds
7 available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
8 willingness to settle the Action will have no bearing on, and will not be admissible in
9 connection with, any litigation (except for proceedings to enforce or effectuate the
10 Settlement and this Agreement).

11 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
12 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
13 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize,
14 or cause or permit another person to disclose, disseminate or publicize, any of the terms of
15 the Agreement directly or indirectly, specifically or generally, to any person, corporation,
16 association, government agency, or other entity except: (1) to the Parties' attorneys,
17 accountants, or spouses, all of whom will be instructed to keep this Agreement
18 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
19 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
20 response to an inquiry or subpoena issued by a state or federal government agency. Each
21 Party agrees to immediately notify each other Party of any judicial or agency order,
22 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
23 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
24 other communication, before the filing of the Motion for Preliminary Approval, with any
25 third party regarding this Agreement or the matters giving rise to this Agreement except to
26 respond only that "the matter was resolved," or words to that effect. This paragraph does
27 not restrict Class Counsel's communications with Class Members in accordance with Class
28 Counsel's ethical obligations owed to Class Members.

- 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230

(31 CFR Part 10, as amended) or otherwise.

12.9. Modification of Agreement. Except as otherwise provided herein at Paragraph 1.11, this Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

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

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

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is

1 inserted for convenience of reference only and does not constitute a part of this
2 Agreement.

3 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
4 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
5 weekend or federal legal holiday, such date or deadline shall be on the first business day
6 thereafter.

7 12.17. Notice. All notices, demands or other communications between the Parties in connection
8 with this Agreement will be in writing and deemed to have been duly given as of the third
9 business day after mailing by United States mail, or the day sent by email or messenger,
10 addressed as follows:

11 To Plaintiff:

12 Kane Moon (SBN 249834)
13 kmoon@moonlawgroup.com
14 H. Scott Leviant (SBN 200834)
15 hsleviant@moonlawgroup.com
16 Mariam Ghazaryan (SBN 341119)
17 mghazaryan@moonlawgroup.com
18 **MOON LAW GROUP, PC**
19 1055 W. Seventh St., Suite 1880
20 Los Angeles, California 90017
21 Telephone: (213) 232-3128
22 Facsimile: (213) 232-3125

23 To Defendant:

24 Daniel B. Chammas (SBN 204825)
25 dchammas@fordharrison.com
26 Min K. Kim (SBN 305884)
27 mkim@fordharrison.com
28 **FORD & HARRISON LLP**
350 South Grand Avenue, Suite 2300
Los Angeles, CA 90071
Telephone: (213) 237-2400

24 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
25 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement
26 shall be accepted as an original. All executed counterparts and each of them will be
27 deemed to be one and the same instrument if counsel for the Parties will exchange between
28 themselves signed counterparts. Any executed counterpart will be admissible in evidence

to prove the existence and contents of this Agreement.

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

Plaintiff & Class Representative:

Dated: March 18, 2024

By: _____

Plaintiff, Nikol Lockett

DocuSigned by:

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Plaintiff's Counsel:

Dated: March 19, 2024

MOON LAW GROUP, PC

By: _____

Kane Moon
H. Scott Leviant
Mariam Ghazaryan

Attorneys for Plaintiff

Defendant:

Dated: March ___, 2024

OTO DEVELOPMENT, LLC

By: _____

Print Name

Signature

Title

to prove the existence and contents of this Agreement.

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

Plaintiff & Class Representative:

Dated: March __, 2024

By: _____
Plaintiff, Nikol Lockett

Plaintiff's Counsel:

Dated: March __, 2024

MOON LAW GROUP, PC

By: _____
Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Attorneys for Plaintiff

Defendant:

Dated: March 19, 2024

OTO DEVELOPMENT, LLC

Jason C. Lynch

By: _____

Print Name

DocuSigned by:

Jason Lynch

309F0A284DFD497...

Signature

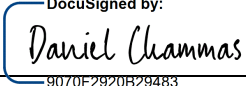
General Counsel

Title

Defendant's Counsel:

Dated: March ¹⁹__, 2024

FORD HARRISON LLP

By: 
Daniel B. Chammas
Min K. Kim

Attorneys for Defendant, OTO Development,
LLC

Exhibit “A”

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

Lockett et. al., v. OTO Development, LLC, Case No. 22STCV17405

*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”) against defendant OTO Development, LLC (“OTO” or “Defendant”) for alleged wage and hour violations. The Action was filed by former OTO employee Nikol Lockett and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members” or “Class Member”) who worked for OTO during the “Class Period” (May 26, 2018 through November 13, 2023); and, (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for OTO during the “PAGA Period” (April 7, 2021 to November 13, 2023) (“Aggrieved Employees” or “Aggrieved Employee”).

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

Based on Defendant’s records, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for such a payment under the Settlement because you didn’t work during the covered period commencing April 7, 2021.)

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

The court has 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, depending on whether you take action or do nothing in response to this Notice. 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 OTO to make payments under the Settlement and requires Class Members and the LWDA to give up their rights to assert certain claims against OTO. The final approval hearing is scheduled to be held on _____ at _____ in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment as a Class Member and/or an Individual PAGA Payment as an Aggrieved Employee. As a Class Member, though, you will give up your right to assert Class Period wage claims against OTO. You will have the right to object to any part of the proposed Settlement if you do not exclude yourself from the Class Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a Request for Exclusion to the Administrator, 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 OTO, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment in the Action. You cannot opt-out of the PAGA portion of the proposed Settlement.

OTO 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 participant in the Settlement, 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 OTO 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	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. OTO must pay individual PAGA Settlement payments to all Aggrieved Employees, and the LWDA and Plaintiff give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the court's remote appearance options. Participating Class Members can verbally object to the Settlement at the final approval hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to OTO's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former OTO employee. The Action accuses OTO of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Moon Law Group, APC ("Class Counsel.")

OTO strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the court has made no determination whether OTO or Plaintiff are correct on the merits. In the meantime, Plaintiff and OTO (the "Parties") hired an experienced, neutral mediator, Steve Serratore, Esq., in an effort to resolve the Action by negotiating and to end 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 written settlement agreement ("Agreement") and agreeing to jointly ask the court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and OTO 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, OTO 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) OTO has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. OTO will pay \$417,500.00 as the Gross Settlement Amount ("Gross Settlement"). OTO 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 Counsels' attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the court grants final approval, OTO will fund the Gross Settlement 60 days after the judgement 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.

2. 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:

A. Up to \$139,166.67 (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$24,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500.00 for the class representative service award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment, and any Individual PAGA Payment.

C. Up to an estimated \$15,000.00 to the Administrator for services administering the Settlement.

D. \$40,000.00 for PAGA penalties, allocated 75% to the LWDA (\$30,000.00) and 25% in Individual PAGA Payments (\$10,000.00) to the Aggrieved Employees based on their PAGA Period pay periods.

Participating Class Members have the right to object to any of these deductions. The court will consider all objections.

3. Net Settlement distributed to Class Members. After making the above deductions in amounts approved by the court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period workweeks.

4. Taxes owed on payments to Class Members. Plaintiff and OTO are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. OTO 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 OTO have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to promptly cash payment checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be cancelled, and the monies will be redirected to California Controller's Unclaimed Property Fund in your name.

6. Requests for exclusion from the Class Settlement ("Opt-Outs"). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to Opt-Out. The easiest way to notify the Administrator is to send in a Request for Exclusion by the [REDACTED] response deadline. The Request for Exclusion should be signed. 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 OTO.

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 in the Action but are required to give up their right to assert PAGA claims against OTO based on the PAGA Period facts alleged in the Action.

7. The proposed settlement will be void if the court denies final approval. It is possible the court will 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 OTO have agreed that, in either case, the Settlement will be void: OTO will not pay any money and Class Members will not release any claims against OTO.

8. Administrator. The court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ requests for exclusion. The Administrator will also decide Class Member challenges over workweeks and/or pay periods, 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.

9. Participating Class Members’ release. After the judgment is final and OTO 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 another lawsuit against OTO or related entities for wages and related claims based on the Class Period facts as alleged in the Action and resolved by this Settlement. Class Members cannot opt out of the PAGA release.

The “Released Parties” are OTO and each of its former and present directors, officers, shareholders, owners, former and present managing employees, members, attorneys, agents, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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 (i) all claims that were pled in the operative complaint, or which were asserted in the litigation, or which could have been pled in any of the complaints in the Action or PAGA notice submitted by Plaintiff with the Labor Workforce Development Agency based on the factual allegations therein, that arose during the Class Period, including:

- a. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
- b. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
- c. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
- d. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
- e. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code §§ 2800, 2802];
- f. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201- 203];
- g. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
- h. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].

10. The PAGA release. After the court’s judgment is final, and OTO has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff and the LWDA will release the PAGA claim for violations identified in Plaintiff’s PAGA Notice to the LWDA.

The PAGA Release is as follows:

All Class Members, including Plaintiff, who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA notice submitted by Plaintiff with the Labor Workforce Development Agency, and in the Operative Complaint, or which could have been pled in any of the complaints in the Action or PAGA notice based on the factual allegations therein, including:

- a. Failure to pay for all hours worked, including any claims for failure to pay minimum wages due to alleged rounding policies, “off-the-clock” hours, alleged failure to pay split shift premiums;
- b. Failure to pay overtime, including but not limited to alleged failure to incorporate all remuneration when calculating the correct overtime rate of pay;

- c. Failure to provide legally compliant meal periods;
- d. Failure to authorize and permit legally compliant rest periods;
- e. Failure to maintain accurate and complete records;
- f. Failure to reimburse and indemnify employees for business expenses;
- g. Failure to pay all vacation wages at termination;
- h. Failure to pay all wages owed at termination;
- i. Failure to provide accurate itemized wage statements;
- j. Failure to pay all earned wages two times per month; and
- k. Violations of California Labor Code sections 232, 246, 6310, 6311, 6400, 6401, 6402, 6403, 6404.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000.00 by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.
3. Workweek/pay period challenges. The number of Class Period workweeks you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in OTO's records, are stated in the first page of this Notice. You have until [REDACTED] 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 OTO's calculation of workweeks and/or pay periods based on OTO'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 Class Members) and OTO's Counsel.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out), including all Class Members who qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is eligible as an Aggrieved Employee).

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

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

Send in a Request for Exclusion to the Administrator. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to identify the Action in a way that is clear (include the case name and case number). The Administrator must receive your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

If you wish to opt-out of the Class Settlement, DO NOT send in a written objection.

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 OTO are asking the court to approve. At least 16 court days before the [REDACTED] final approval hearing, Class Counsel and/or Plaintiff will file in court a motion for final approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of fees, litigation expenses and a 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 Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Settlement, the motion for final approval and for awards of 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 [REDACTED]. Be sure to tell the Administrator in your written objection what you object to, why you object, and any facts that support your objection. If you submit a written objection, make sure you identify the Action (by including the case name and case number) and print your name, address and email address or telephone number and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally hire 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 (below) for specifics regarding the final approval hearing.

If you wish to object in writing or in person, DO NOT send in a Request for Exclusion.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on [REDACTED] at [REDACTED] in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the court will decide whether to grant final approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or telephonically.

It's possible the court will reschedule the final approval hearing. You should contact Class Counsel to verify the date and time of the final approval hearing if you are planning to attend the hearing or have your own lawyer attend.

9. HOW CAN I GET MORE INFORMATION?

The Agreement signed by the Parties and attached to the document entitled "DECLARATION OF H. SCOTT LEVIANT IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT," filed on <<[REDACTED]>>, in support of the motion for preliminary approval sets forth everything GCC and Plaintiff have promised to do under the proposed Settlement. The easiest way to obtain and read the Agreement or any other Settlement document is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>, selecting the case number search and entering the case number for the Action, 22STCV17405, as instructed on the web form.

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

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Settlement Administrator:

Name of Company: IYLM Group, Inc.
Email Address:
Mailing Address:
Telephone:
Fax Number:

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.

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.