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Attorneys For Defendant
GREEN SOLAR NH, LLC

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

MORGAN K. ALLEN, and individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

GREEN SOLAR NH, LLC, a California
Limited Liability Corporation,

Defendants.

CASE NO. 22VECV00919

Assigned for all purposes to the
Hon. Huey P. Cotton, Dept. A

**JOINT STIPULATION AND
PROPOSED APPROVAL ORDER
GRANTING PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE
§ 2698, ET SEQ.) SETTLEMENT
AND RELEASE AGREEMENT**

Complaint Filed: July 5, 2022
Trial Date:

FILED
Superior Court of California
County of Los Angeles
03/12/2025
David W. Stryker, Executive Officer / Clerk of Court
By: R. Redmond Deputy

1 Plaintiff Morgan K. Allen (“Plaintiff”), on behalf of herself and other current and former
2 aggrieved employees, and Defendant Green Solar NH, LLC (“Defendant”), by and through their
3 respective counsel of record, hereby stipulate as follows for purposes of settling this action:

4 1. On May 4, 2022, Plaintiff Morgan Allen filed a PAGA letter with the Labor and
5 Workforce Development Agency (“Allen PAGA Letter”) alleging numerous wage and hour
6 violations, including the following: violations of California Labor Code sections 201, 202, 203,
7 204, 226, 226(a), 226.7, 510, 512, 512(a), 551, 552, 1174(d), 1182.12, 1194, 1194.2, 1197,
8 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders,
9 including Wage Orders 4-2001 and 7-2001.

10 2. On July 5, 2022, Plaintiff Morgan Allen filed a Complaint, *Allen v. Green Solar*
11 *NH, LLC* (California Superior Court, County of Los Angeles, Case No. 22VECV00919)
12 (“PAGA Action”). The Complaint consisted of one PAGA cause of action seeking penalties
13 under the PAGA for the Allen PAGA Letter Alleged Violations.

14 3. The “Action” is defined herein as the PAGA Claim and the Allen PAGA Letter
15 Alleged Violations incorporated therein.

16 4. Plaintiffs and Defendant (collectively, the “Parties”) have engaged in both formal
17 and informal discovery, pursuant to which Plaintiff’s propounded an initial set of written
18 discovery requests on Defendant and Defendant produced a volume of documents and data
19 relevant to Plaintiff’s claims, including but not limited to, Defendant’s relevant policies,
20 procedures, and practices; and a sampling of timekeeping and payroll records and wage
21 statements relating to Plaintiff and the other aggrieved employees.

22 5. Through months of negotiations the parties were able to come to a resolution of
23 the PAGA Action and Plaintiff’s separately filed individual action, *Allen v. Green Solar, NH*,
24 Los Angeles County Superior Court, Case No. 22VECV00602 (filed on April 29, 2022).

25 6. Attached hereto as “EXHIBIT A” is the fully executed Settlement Agreement
26 (“Settlement,” “Settlement Agreement,” or “Agreement”) setting forth the terms of the
27 settlement of the PAGA Action. Attached hereto as “EXHIBIT B” is the Transmittal of
28 Individual Settlement Award letter, which will be sent to all PAGA Settlement Members to

1 provide them with notice of the Settlement and information regarding their respective Individual
2 Settlement Awards.

3 7. The Maximum Settlement Amount agreed to in the Settlement Agreement is
4 \$5,000.00 subject to Court approval. Plaintiffs' Counsel shall receive no portion of this amount
5 and Plaintiff is not seeking any enhancement.

6 8. On or about March 10, 2025, Plaintiff provided notice of the Settlement
7 Agreement to the LWDA by electronically submitting a copy of the Settlement Agreement.

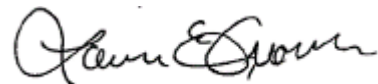
8 9. WHEREAS, attached hereto as "EXHIBIT C" is the email confirmation from the
9 LWDA regarding the submission of the Settlement Agreement.

10 WHEREFORE, IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES
11 HERETO, THROUGH THEIR RESPECTIVE COUNSEL, AS FOLLOWS: The Settlement is
12 fair, adequate, and reasonable, as it represents a reasoned compromise reached through arm's-
13 length negotiations and considers the risks, complexity, and expense of further litigation.

14 Dated: March 10, 2025

GROCHOW LAW, A PROFESSIONAL CORP.

16 By:

17 

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19
20 _____
21 Lauren E. Grochow
22 Daniel M. Kalinowski
23 Attorneys for Plaintiff MORGAN K.
24 ALLEN

25 Dated: March 10, 2025

LAGASSE BRANCH BELL+ KINKEAD LLP

26 By: /s/Zubin Farinpour

27 _____
28 Zubin Farinpour
Danielle E. Montero
Attorneys for Defendant GREEN
SOLAR NH, LLC

~~PROPOSED~~ ORDER AND JUDGMENT

Having duly considered the above stipulation, and good cause appearing, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. All defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement (“Settlement,” “Settlement Agreement,” or “Agreement”).

2. Plaintiff Morgan K. Allen (“Plaintiff”) filed a Complaint for Civil Penalties for Violation of Labor Code § 2698, et seq., on July 5, 2022, Los Angeles Superior Court Case Number 22VECV00919 asserting a single cause of action pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (Labor Code section 2698, et seq.) (the “Action”).

3. The Court finds that Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including and not limited to providing notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant Green Solar NH, LLC (“Defendant”) of the specific provisions of the Labor Code Plaintiffs alleged that Defendant violated as well as the facts and theories supporting the alleged violations. Furthermore, the Court finds that the LWDA was provided notice of the wage-and-hour and payroll practices and facts alleged in the Complaint, including inter alia, by way of written correspondence on May 4, 2022.

4. The “PAGA Settlement Members” covered under the Settlement Agreement consist of the following individuals: named Plaintiff and all current and former persons who worked for Defendant within the State of California at any time during the PAGA Period as either an hourly-paid or non-exempt employee. The PAGA Period means the time from May 4, 2021 to the date of Court Approval.

5. The Court finds that the Parties reached the Settlement as the result of arm’s-length negotiations.

1 6. The Court has considered the Settlement, and the monetary allocations provided
2 thereby, and finds that they are fair, just, reasonable, and adequate.

3 7. The Court approves that Defendant will pay the administrator, Phoenix Class
4 Action Administration Solutions (“Phoenix” or “Settlement Administrator”) for the costs of
5 administering the Settlement (“Settlement Administration Costs”), separate and apart from the
6 Settlement Amount.

7 8. Pursuant to California Labor Code section 2699(l), the Court has reviewed the
8 sum allocated for payment of penalties under PAGA (“PAGA Fund”), determined that the
9 PAGA Fund is fair, just, reasonable, and adequate, and hereby approves the PAGA Fund. The
10 PAGA Fund shall be the entire Settlement Amount (\$5,000.00), as Plaintiff’s counsel is not
11 seeking fees, Plaintiff is not seeking an enhancement, and Defendant is paying the Settlement
12 Administrator directly. Seventy-five percent (75%), or \$3,750.00, of the PAGA Fund will be
13 paid to the LWDA, and twenty-five percent (25%), or \$1,250.00, of the PAGA Fund will be paid
14 to the PAGA Settlement Members on a pro-rata basis, based on the duration of employment of
15 the PAGA Settlement Member worked as an hourly-paid employee of Defendant during the
16 PAGA Period.

17 9. The Parties to this Action are directed to perform in accordance with the terms set
18 forth in the Settlement Agreement.

19 10. The Court hereby directs the Settlement Administrator to administer the
20 Settlement and to make the payments as provided for in the Settlement Agreement and by this
21 Order.

22 11. The Court further finds that PAGA does not require that notice of the Settlement
23 be provided to the PAGA Settlement Members, however, the Settlement Administrator is
24 ordered to distribute payments to the PAGA Settlement Members with a cover letter. The Court
25 26 27 28

1 has reviewed and approved the Transmittal of Individual Settlement Award letter, which will be
2 distributed to the PAGA Settlement Members along with their Individual Settlement Awards.

3 12. Defendant shall provide the Settlement Administrator with a list of the names,
4 addresses, and Social Security Numbers of the PAGA Settlement Members, and the total number
5 of payroll periods worked by each PAGA Settlement Member in the PAGA Period, within
6 fourteen (14) calendar days after the Court issues an Order approving the Settlement.
7

8 13. Within twenty (20) calendar days after the Effective Date (as defined in the
9 Settlement Agreement), Defendant shall deposit with the Settlement Administrator the entire
10 \$5,000.00 of the Settlement Amount for distribution in accordance with the Settlement
11 Agreement.

12 14. Within thirty (30) calendar days after the Effective Date, the Settlement
13 Administrator shall pay the Settlement Administrator Costs, the LWDA payment, and the
14 Individual Settlement Awards to the PAGA Settlement Members.

15 15. Thereafter, all funds associated with checks issued to PAGA Settlement Members
16 that have not been cashed, deposited, or negotiated 180 days after the date of their issuance will
17 be transmitted to the cy pres beneficiary named in paragraph 4.3.5 of the Settlement Agreement.
18

19 16. Plaintiff, the LWDA, and the PAGA Settlement Members are hereby bound by
20 the Settlement and its associated release of Released Claims.

21 17. Upon the Effective Date, all PAGA Settlement members will be barred from
22 asserting or prosecuting all claims on an individual basis, or on behalf of the State of California,
23 for claims and/or causes of action for civil penalties and other relief available under the PAGA
24 against the Released Parties (as defined in paragraph 1.25 of the Settlement Agreement) that
25 were or could have been pled based on any and all of the underlying alleged Labor Code
26 violations, facts, and theories pled in the Action, including but not limited to state wage and hour
27 claims for any and all civil penalties under California's Private Attorneys General Act of 2004
28

1 based on the alleged Labor Code violations, penalties, attorneys' fees, costs, and other amounts
2 recoverable under said causes of action under California law, to the extent permissible, including
3 but not limited to the California Labor Code and the applicable Wage Orders (See also,
4 Settlement Agreement at paragraph 1.24, "Released PAGA Claims").

5 18. PAGA Settlement Members shall not have the right to opt out of or object to the
6 Settlement.

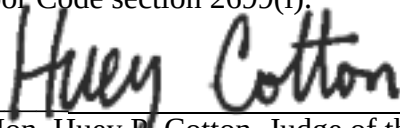
7 19. Pursuant to the Settlement, the Action is hereby dismissed with prejudice.

8 20. The Court shall retain jurisdiction as to the implementation and enforcement of
9 the terms of the Settlement.

10 21. Notice of this Order and Judgment shall be given to the LWDA by submission
11 through the online system established for the filing of notices and documents, within ten (10)
12 calendar days after its entry, in conformity with Labor Code section 2699(l).

13 Dated:

14 3/12/25

15 
16 Hon. Huey D. Cotton, Judge of the Superior
17 Court

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EXHIBIT A

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12 Attorneys for Defendant
13 GREEN SOLAR NH, LLC

14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16
17 COUNTY OF LOS ANGELES

18 MORGAN K. ALLEN, an individual

19 Plaintiff,

20 v.

21 GREEN SOLAR NH, LLC., a California
22 Limited Liability Corporation, and DOES 1 to
50, inclusive,

23 Defendants.

Case No.: 22VECV00919

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: July 5, 2022
Trial Date: Not set

24
25 This Private Attorneys General Act Settlement Agreement and Release ("Agreement" or
26 "Settlement") is entered into by and between MORGAN K. ALLEN ("Plaintiff"), for herself and as
27 a representative of the State of California and the Aggrieved Employees, and GREEN SOLAR NH,
28 LLC ("Defendant"), subject to review and approval by the Court (Los Angeles County Superior

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PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE

Court, hereinafter, the "Court"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party." This Settlement is contingent on the review and approval of the Court as required under the previous version of California Labor Code section 2699(1)(2) in effect at the time Plaintiff submitted the requisite PAGA Notice.

1. DEFINITIONS.

1.1. "Action" means Plaintiff's lawsuit against Defendant captioned "*MORGAN K. ALLEN, an individual, on behalf of herself and the STATE OF CALIFORNIA, as a Private Attorney General, Plaintiff v. GREEN SOLAR NH, LLC, a California Corporation and DOES 1 through 50, inclusive, Defendants*" Case No. 22VECV00919, initiated on July 5, 2022, in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement and related matters.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid by Defendant to reimburse its reasonable fees and expenses for the cost of its services.

1.4. "Aggrieved Employee(s)" means all current and former persons who worked for Defendant within the State of California at any time during the PAGA Period as either hourly-paid or non-exempt employee.

1.5. "Aggrieved Employee Data" means the Aggrieved Employee's name, last-known mailing address, Social Security number, and years of employment in Defendant's possession.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Approval Order" means the Court's final order approving the PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of Los Angeles.

1.9. "Defense Counsel" means Lagasse Branch Bell + Kinkad.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the

1 Court confirms and approves and enters a Judgment on the PAGA Settlement and (b) the Judgment
2 is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court
3 enters Judgment; (b) if the California Labor and Workforce Development Agency ("LWDA") or any
4 other individual or entity does not object to the Settlement, the day the Court enters Judgment; (c) if
5 the LWDA or any other individual or entity objects to the Settlement, the day after the deadline for
6 filing a notice of appeal from the Judgment; or (d) if a timely appeal from the Judgment is filed by
7 the LWDA or any other individual or entity, the day after the date of final resolution of that appeal
8 (including any requests for rehearing and/or petitions for certiorari), resulting in final and complete
9 judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being
10 possible.

11 1.11. "Gross Settlement Amount" means Five Thousand Dollars and No Cents (\$5,000.00),
12 which is the total non-reversionary settlement amount Defendant agrees to pay under the Settlement.
13 The Gross Settlement Amount will fund the Individual PAGA Payments and the LWDA PAGA
14 Payment. The Administrator's Expenses Payment is not included in this amount and will be paid by
15 Defendant separately. No portion of the Gross Settlement Amount will be apportioned to PAGA
16 Counsel. Plaintiff will only receive her Individual PAGA Payment from the Gross Settlement
17 Amount in the same manner as all other Aggrieved Employees. Plaintiff has entered into a separate
18 settlement agreement covering her Individual Non-PAGA Claims and in consideration for her
19 general release.

20 1.12. "Individual Non-PAGA Claims" shall refer to the first through seven causes of action
21 brought by Plaintiff in the Operative Complaint in her individual capacity only filed separately on
22 April 29, 2022 and the First Amended Complaint filed on May 17, 2022 (Los Angeles County
23 Superior Court, Case No. 22VECV00602). The Individual Non-PAGA Claims are subject to a
24 separate settlement agreement reached between the Parties.

25 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%
26 of the PAGA Penalties calculated according to the number of years worked by Aggrieved Employee
27 during the PAGA Period.

28
3
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE

1.14. "Judgment" means the judgment or the dismissal entered by the Court based upon the approval of the Settlement.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under the prior version of California Labor Code section 2699, subd. (i) in effect at the time Plaintiff submitted the requisite PAGA Notice.

1.16. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under the prior version of California Labor Code section 2699, subd. (i) in effect at the time Plaintiff submitted the requisite PAGA Notice

1.17. "PAGA Claims" means Plaintiff's cause of action brought in the Operative Complaint in both an individual and representative capacity pursuant to the PAGA (California Labor Code §§ 2698, *et. seq.*), seeking civil penalties for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 512(a), 551, 552, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including Wage Orders 4-2001 and 7-2001, on behalf of herself, the Aggrieved Employees, and the State of California.

1.18. "PAGA Counsel" or "Plaintiff's Counsel" means Grochow Law, A Professional Corporation.

1.19. "PAGA Period" means the period from May 4, 2021, to the date of Court Approval.

1.20. "PAGA" means the Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*).

1.21. "PAGA Notice" means Plaintiff's May 4, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of the Released PAGA Claims. In this case, the entire Gross Settlement Amount will be PAGA Penalties. PAGA Counsel shall give timely notice of the Settlement and the Court's judgment and order approving this Settlement to the LWDA under the prior version of California Labor Code

1 section 2699(1)(2)-(3) in effect at the time Plaintiff submitted the requisite PAGA Notice.

2 1.23. "Operative Complaint" means the Complaint filed by Plaintiff on July 5, 2022 in the
3 instant Action.

4 1.24. "Released PAGA Claims" means all penalties, claims, causes of actions, liabilities,
5 demands, obligations, interest, damages, liquidated damages, equitable relief, restitution, declaratory
6 relief, expenses, costs, attorneys' fees, and all other legal responsibilities of any form whatsoever,
7 under the California Private Attorneys General Act, California Labor Code section 2698 *et seq.*, that
8 were asserted or could have been asserted based upon the facts and allegations made in the PAGA
9 Notice and Operative Complaint during the PAGA Period, including, but not limited to, being
10 predicated on the failure to pay minimum, regular, and overtime wages, failure to pay for all hours
11 worked, failure to provide compliant meal periods and associated premiums, failure to provide
12 compliant rest periods and associated premiums, failure to timely pay wages during employment,
13 failure to timely pay wages upon termination and separation of employment, failure to provide
14 compliant and accurate wage statements, failure to maintain complete and accurate payroll records,
15 and failure to reimburse necessary business-related expenses and costs, in violation of California
16 Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 511, 512, 551, 552,
17 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and applicable
18 Industrial Welfare Commission Wage Orders.

19 1.25. "Released Parties" means Defendant and each of its past, present, and future agents,
20 employees, representatives, administrators, officers, directors, boards, members, shareholders,
21 attorneys, accountants, insurers, receivers, advisors, consultants, partners, partnerships, parents,
22 divisions, owners, auditors, subsidiaries, affiliates or related entities, assigns, successors, heirs,
23 executors, pension and welfare benefit plans, predecessors in interest, joint venturers, trustees,
24 investors, fiduciaries, and commonly controlled corporations, as well as any individual or entity who
25 or which could be jointly liable with Defendant, and all persons or entities acting by, through, under,
26 or in concert with any of them, and Defendant's counsel of record in the Action.

2. RECITALS.

2.1. Plaintiff is a former employee of Defendant.

2.2. On May 4, 2022, Plaintiff's Counsel submitted the PAGA Notice on behalf of Plaintiff, to the LWDA and Defendant, to notify the LWDA and Defendant, pursuant to the PAGA, of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 512(a), 551, 552, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including Wage Orders 4-2001 and 7-2001, thereby initiating LWDA Case Number LWDA-CM-936026-23.

2.3. On July 5, 2022, Plaintiff filed a complaint in Los Angeles County Superior Court.

2.4. Defendant denies each and all of the allegations, claims, and contentions alleged by Plaintiff in the Action, Operative Complaint, and PAGA Notice and expressly denies each and all alleged charges of wrongdoing or liability arising out of the acts, omissions, facts, matters, transactions, or occurrences alleged, or that could have been alleged, in the Action, Operative Complaint, and PAGA Notice. Defendant denies any and all liability for the claims alleged. Defendant expressly contends that it has complied with applicable state, municipal, and federal statutes, ordinances, regulations, common laws, and applicable Industrial Wage Orders concerning wage and hour laws. Defendant further denies that, for any purpose other than settling this Action, these alleged claims are appropriate for representative treatment. Nevertheless, Defendant has concluded that further proceedings in the Action would be protracted and expensive. Defendant, therefore, has determined that it is desirable and beneficial that the Action be settled in a manner and upon the terms and conditions set forth in the Agreement.

2.5. Pursuant to California Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.

2.6. There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released PAGA Claims.

2.7. No Admission of Liability or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement shall be construed as or deemed to be an admission, concession, or indication by Defendant that any of the allegations in the Action, Operative Complaint, and PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor shall it be construed as or deemed to be an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant approval of the Settlement or enter Judgment, Defendant reserves the right to contest representative treatment, challenge administrative exhaustion and jurisdiction, and assert all available defenses to the claims in the Action. Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation or any civil, criminal, or administrative proceeding in any court, administrative agency, alternative dispute resolution forum, or other tribunal (except for proceedings to enforce or effectuate the Settlement and this Agreement).

3. MONETARY TERMS.

3.1. Gross Settlement Amount. In consideration for the Settlement of the PAGA Claims within the Action and Operative Complaint and the release of all Released PAGA Claims of Plaintiff, the Aggrieved Employees, and the LWDA against Defendant and Released Parties, Defendant agrees to pay Five Thousand Dollars and No Cents (\$5,000.00) (and no more as the Gross Settlement Amount), for Individual PAGA Payments and the LWDA PAGA Payment. Defendant agrees to pay the Administrator's Expenses Payment separately. No portion of the Gross Settlement Amount will be paid to PAGA Counsel. Plaintiff will not receive any portion of the Gross Settlement Amount beyond her Individual PAGA Payment in the same manner as other Aggrieved Employees, with Plaintiff releasing her PAGA Claims through receipt of her Individual PAGA Payment. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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3 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
4 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
5 Court in the Approval Order:

6 3.2.1. To the LWDA and Aggrieved Employees: Seventy-five percent
7 (75%) of the PAGA Penalties to the LWDA, and the remaining twenty-five percent (25%) of the
8 PAGA Penalties to the Individual PAGA Payments.

9 3.2.1.1. The Administrator will calculate each Individual PAGA
10 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by
11 the total number of years worked by all Aggrieved Employees during the PAGA Period and (b)
12 multiplying the result by the total number of years worked by each Aggrieved Employee as indicated
13 by the records in Defendant's possession.

14 3.2.1.2. The Administrator will report the LWDA PAGA Payment and
15 Individual PAGA Payments on IRS 1099 Forms. The LWDA assumes full responsibility and liability
16 for any taxes owed on the LWDA PAGA Payment, the Aggrieved Employees assume full
17 responsibility and liability for any taxes owed on their Individual PAGA Payment, and the LWDA
18 and Aggrieved Employees shall hold Defendant and Released Parties harmless and indemnify
19 Defendant and the Released Parties from any and all liability with regard thereto.

20 3.2.1.3. Because this is a settlement of PAGA claims for civil penalties
21 only, no portion of the Settlement is allocated to alleged unpaid wages. One Hundred Percent (100%)
22 of all Individual PAGA Payments to Aggrieved Employees are to be considered penalties and will
23 not be subject to local, state, or federal payroll tax withholdings.

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

25 4.1. PAGA Data. Not later than twenty-one (21) calendar days after the Court Confirms
26 enters an Order approving of the Settlement, Defendant will deliver the PAGA Data to the
27 Administrator, in the form of a spreadsheet. To protect PAGA Members' privacy rights, the
28 Administrator must maintain the PAGA Data in confidence, use the PAGA Data only for purposes
of this Settlement and for no other purpose, and restrict access to the PAGA Data to Administrator

employees who need access to the PAGA Data to effect and perform under this Agreement. PAGA Counsel and Plaintiff will not be provided identifying or contact information or Social Security Numbers for any Aggrieved Employee in connection with the Settlement. The PAGA Data provided to the Administrator will remain confidential and will not be disclosed to anyone, except as required to applicable tax authorities, unless Defendant provides the express written consent thereto, or by order of the Court, provided that the Administrator may communicate total sums of Individual PAGA payments to PAGA Counsel and Defense Counsel.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) business days after the Effective Date. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

4.3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks or disburse funds for all Individual PAGA Payments, the LWDA PAGA Payment, and the Administrator's Expenses Payment.

4.3.1. The Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A".

4.3.2. The Administrator shall conduct one (1) National Change of Address ("NCOA") search for all Aggrieved Employees identified in the PAGA Data prior to the mailing of the agreed-upon Cover Letter and Individual PAGA Payment, and update addresses for the Aggrieved Employees to the extent updated addresses are located through the NCOA search.

4.3.3. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along with the Cover Letter. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the

void date.

4.3.4. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, or requested by the Aggrieved Employee prior to the void date, provided that the Administrator first void the original check prior to sending the new check.

4.3.5. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the cy pres beneficiary, Los Angeles Ronald McDonald House.

4.3.6. The payment of Individual PAGA Payments shall not obligate Defendant or Released Parties to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Neither the Agreement nor any amounts paid under the Agreement will modify any previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored by Defendant or Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant or Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant or Released Parties' benefit plan, policy, or bonus program. Defendant and Released Parties retain the right to modify the language of its benefits plans, policies, and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for "pay periods" or any similar measuring term as defined by applicable plans, policies, and bonus programs for purpose of

eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement. Defendant and Released Parties do not consider the payments as part of this Agreement "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs, or any other plan sponsored by Defendant or Released Parties.

5. **RELEASES OF CLAIMS.** Upon the Effective Date and Defendant fully funding the Gross Settlement Amount, Plaintiff, Aggrieved Employees, LWDA, and PAGA Counsel will release claims against Defendant and all Released Parties as follows:

5.1. **Release by Plaintiff, Aggrieved Employees, and LWDA/State of California Regarding PAGA Claims:** All Aggrieved Employees, on behalf of themselves and their former and present heirs, spouses, agents, attorneys, executors, administrators, successors, assigns, and representatives, and the LWDA, knowingly and voluntarily, each release Defendant and the Released Parties from all Released PAGA Claims during the PAGA Period.

It is the desire of the Parties, Aggrieved Employees, and LWDA to fully, finally, and forever settle, compromise, and discharge the Released PAGA Claims against Defendant and the Released Parties. Each Aggrieved Employee and the LWDA will be bound by the release of the Released PAGA Claims as a result of this Agreement and bound by the terms of the judgment and satisfaction of such judgment.

5.2. **Release by PAGA Counsel:** PAGA Counsel, on behalf of their former, present, and future attorneys, employees, agents, successors, and assigns, releases Defendant and the Released Parties from all claims for PAGA attorneys' fees and costs incurred in connection with this Action, Operative Complaint, and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

6.1. **Plaintiff's and PAGA Counsel Responsibilities.** Plaintiff/PAGA Counsel shall also submit to the Court a Proposed Approval Order. Each Party shall cooperate when seeking approval of the PAGA Settlement. Plaintiff shall provide drafts of the Proposed Approval Order documents to Defense Counsel no later than fifteen (15) calendar days prior to filing. PAGA Counsel and

1 Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to
2 resolve any disagreements concerning these documents. PAGA Counsel is responsible for delivering
3 the Court's Approval Order to the Administrator.

4 6.1.1 Plaintiff/PAGA Counsel will also prepare and deliver to Defense Counsel and
5 the Court all documents necessary for obtaining approval of this Settlement under the prior version
6 of California Labor Code Section 2699, subd. (1)(2) in effect at the time Plaintiff submitted the
7 requisite PAGA Notice) including, but not limited to, (i) a signed declaration from the Administrator
8 for administering the Settlement and attesting to its willingness to serve; competency; operative
9 procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage
10 for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or
11 potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of
12 any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (ii) a signed
13 declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all
14 necessary PAGA documents (initial notice of violations (California Labor Code section 2699.3,
15 subd. (a)), Operative Complaint (the prior version of California Labor Code section 2699, subd.(1)(1)
16 in effect at the time Plaintiff submitted the requisite PAGA Notice), this Agreement (the prior version
17 of California Labor Code section 2699, subd. (1)(2) in effect at the time Plaintiff submitted the
18 requisite PAGA Notice) and all facts relevant to any actual or potential conflict of interest with
19 Aggrieved Employees and/or the Administrator.

20 6.2 Duty to Cooperate. The Parties expressly acknowledge that the Court's approval of
21 the Agreement is a condition precedent to any payments described in this Agreement. If the Court
22 does not grant approval of the PAGA Settlement, conditions approval on any material change to this
23 Settlement (including, but not limited to, the scope of release to be granted by Plaintiff, the
24 Aggrieved Employees, the LWDA, and PAGA Counsel), and/or refuses to grant judgment or
25 dismissal of the Action with prejudice, this Agreement will be null and void. The Parties shall
26 nevertheless expeditiously work together in good faith to address the Court's concerns and obtain
27 approval, if such can be done in a manner that is mutually agreed upon by the Parties. The Parties

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PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE

1 will work together to make any non-material modifications of the Settlement requested by the Court to obtain approval of the Parties' Settlement.

6.2.1 The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while other courts have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action with prejudice. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal with prejudice).

7. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement and such other duties as requested by the Parties, including, but not limited to, maintaining the settlement funds in an appropriate account, locating Aggrieved Employees, and calculating, administering, distributing all payments under the Agreement and issuing all tax forms (i.e. IRS 1099 Forms, etc.) and tax reports to state and federal tax authorities as may be required by law for all amounts paid pursuant to this Agreement, in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.1.1 Any tax forms issued to Aggrieved Employees in connection with the proceeds from any uncashed checks will be withdrawn and voided by the Administrator. All expenses and costs incurred by, or at the direction of, the Administrator in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing or failing to file the informational and other tax returns described in this Agreement) shall be treated

as, and considered to be, costs of administration of this Settlement and thus part of the Administrator Expenses Payment.

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

7.3 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.

7.3.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Aggrieved Employee calls, faxes, and emails.

7.3.2 Report by Administrator. The Administrator shall notify PAGA Counsel and Defense Counsel of the following: (i) when each of the payments have been issued as required under this Agreement and (ii) when all payments have been issued as required under this Agreement.

7.3.3 Final Report by Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount including the payment to the cy pres beneficiary, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing all payments made under this Agreement and its disbursements by employee identification number only of all payments made to the Aggrieved Employees. Within fifteen (15) days after the Administrator disburses all funds in the Gross Settlement Amount also including the payment to the cy pres beneficiary, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court, if required.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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3 8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
4 conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from
5 the Judgment, including all rights to post-judgment and appellate proceedings, the right to file
6 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
7 appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another
8 party appeals the Judgment, the Parties' obligations to perform under this Agreement will be
9 suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10 8.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
11 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
12 modification of this Agreement (including, but not limited to, the scope of release to be granted by
13 Plaintiff, the Aggrieved Employees, the LWDA, and PAGA Counsel), this Agreement shall be null
14 and void. The Parties shall nevertheless expeditiously work together in good faith to address the
15 appellate court's concerns and obtain approval, if such can be done in a manner that is mutually
16 agreed upon by the Parties.

17 8.3 Amended Judgment. If any amended judgment is required, the Parties will work
18 together in good faith to jointly submit a proposed amended judgment.

19 9. NULLIFICATION OF THIS AGREEMENT.

20 9.1 Non-Approval of the Agreement. In the event that the Court fails to approve the
21 Settlement under the terms agreed to by the Parties, or if the appropriate appellate court fails to
22 uphold or affirm approval of the Settlement, or if the Agreement is otherwise terminated: (1) the
23 Agreement shall have no force and effect and the Parties shall be restored to their respective positions
24 prior to entering into it, and no Party shall be bound by any of the terms of the Agreement; (2)
25 Defendant and Released Parties shall have no obligation to make any payments under this
26 Agreement; (3) Defendant shall pay the Administrator's costs incurred to that point; (3) any approval
27 order or judgment shall be vacated; and (4) the Agreement and all negotiations, statements,
28 proceedings, and data relating thereto shall be deemed confidential mediation settlement
communications and not subject to disclosure for any purpose in any proceeding. However, any such

non-approval will not impact Plaintiff's individual settlement.

10. ADDITIONAL PROVISIONS.

11.1 Invalidity of Any Provision. Before declaring any provision or term(s) of this Agreement invalid, the Court shall first attempt to construe the provision or term(s) as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions or term(s) of this Agreement valid and enforceable. Any invalid, illegal, or unenforceable provision or term(s) determined by the Court shall in no way affect any other provision or term(s) if Defendant and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision or term(s) had never been included in this Agreement.

11.2 Invalidation. Invalidation of any material portion of the Settlement shall invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

11.3 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 all prior or contemporaneous agreements, representations, warranties, covenants, or inducements, whether oral or written, and whether to or by a Party or such Party's legal counsel.

11.5 Attorney Authorization. PAGA 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.

11.6 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 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.

11.7 Different Facts. The Parties hereto, and each of them, acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Agreement may turn out to be other than or different from the facts now known by each Party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Agreement shall be in all respects effective and binding despite such difference.

11.8 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.9 Settlement Amounts and Taxes. Defendant and Released Parties shall have no responsibility for deciding the validity of the Individual PAGA Payment or any other payments made pursuant to this Stipulation, shall have no involvement in or responsibility for the determination or payment of taxes, and shall have no liability for any errors made with respect to taxes. Plaintiff, PAGA Counsel, Aggrieved Employees, and the LWDA shall be solely responsible for any and all tax obligation associated with their respective payments under this Agreement.

11.10 No Tax Advice. Neither Plaintiff, PAGA 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.

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

11.12 No Waiver. If Plaintiff or Defendant fail to enforce this Agreement or to insist on

performance of any term, that failure does not mean a waiver of that term or of the Agreement. The Agreement remains in full force and effect anyway.

11.13 Agreement Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the Parties, LWDA, and Aggrieved Employees and their respective present and former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

11.14 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.

11.15 Construction. The Parties have cooperated in the drafting and preparation of this Agreement. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that this Agreement is not to be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

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

11.17 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA 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 Administrator discharges its obligation to all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Data received from Defendant unless, prior to the Administrator's payment of all

Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

11.18 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.19 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

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

To Plaintiff:
LAUREN E. GROCHOW (SBN: 293601)
lauren@grochowlaw.com
DANIEL M. KALINOWSKI (SBN: 305087)
lauren@grochowlaw.com
GROCHOW LAW, A PROFESSIONAL CORP
33 Brookline
Aliso Viejo, CA 92656
Tel: (949) 506-1494

To Defendant:
Christopher C. Cianci (SBN: 266174)
ccianci@lbbklaw.com
LAGASSE BRANCH BELL+ KINKEAD LLP
626 Wilshire Blvd., Suite 1000
Los Angeles, CA 90017
Telephone: (213) 212-8477
Facsimile: (213) 817-9154

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

11.22 Action to Enforce Agreement. In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their attorneys' fees and costs.

11.23 California Labor Code §§ 206 and 206.5 Do Not Apply. The Parties agree that this Settlement involves the settlement of highly contested and disputed claims, such that the provisions of California Labor Code §§ 206 and 206.5 are not applicable to this Settlement or the Releases required by this Agreement.

11.24 Attorneys' Fees, Costs, and Expenses. Except as otherwise specifically provided for herein, each party shall bear their own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Stipulation.

11.25 Stay of Litigation. The Parties agree that upon the full execution of this Agreement, the litigation shall be stayed, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

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HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily and their counsel have

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PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
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1 executed this Stipulation on the date(s) below. The date of the Stipulation shall be the date of the
2 latest signature.

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4 Dated: January 10th, 2025

MORGAN K. ALLEN

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7 Morgan K. Allen (Jan 10, 2025 16:29 PST)

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9 Dated: _____, 2025

GREEN SOLAR NH, LLC

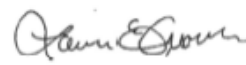
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PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE

1 AGREEED AS TO FORM:

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3 Dated: January 10, 2025

GROCHOW LAW, APC

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5 By: 

6 Lauren Grochow
7 Daniel Kalinowski
8 PAGA Counsel and Attorneys for Morgan
9 K. Allen

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11 Dated: _____, 2025

LAGASSE BRANCH BELL + KINKEAD

12
13 By: _____

14 Christopher C. Cianci
15 Danielle E. Montero
16 Attorneys for Green Solar NH, LLC
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PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
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EXHIBIT B

SETTLEMENT ADMINISTRATOR LETTERHEAD

NOTICE OF SETTLEMENT

I. What is the Purpose of this Notice?

The purpose of this notice is to let you know that a representative action lawsuit was settled in the Superior Court of California for the County of Los Angeles (the "Court"), and you are considered to be a PAGA Settlement Member for purposes of the settlement entitled *Allen v. Green Solar NH, LLC*, Los Angeles County Superior Court Case No. 22VECV00919 (the "Lawsuit"). In the lawsuit, Ms. Morgan K. Allen pursued various claims against Green Solar NH, LLC ("Defendant") under Labor Code § 2698 et seq., the California Private Attorney General Act ("PAGA"), on behalf of herself and other aggrieved employees who worked directly for Defendant between May 4, 2021, until the date the Court grants approval ("PAGA Settlement Members").

II. What is the Position of Defendants on Settlement?

Defendant Green Solar NH, LLC, views this settlement as a compromise, to which it has agreed in order to avoid the uncertainty of litigation. Defendant is not admitting to any allegations in the case. In fact, Defendant denied and continue to deny that it has engaged in any unlawful activity, that it has failed to comply with the law in any material respect, or that it has any liability to anyone under the claims asserted in the Lawsuit.

III. Why Did I Get this Notice?

You received this notice because Defendant's records identify you as a PAGA Settlement Member for purposes of the Lawsuit, and you are receiving the enclosed check as a result. Specifically, a "PAGA Settlement Member" is defined as follows: all current and former persons who worked for Defendant within the State of California at any time during the PAGA Period as either an hourly-paid or non-exempt employee during the period May 4, 2021, until the date the Court grants approval. The enclosed check is your share of the settlement. Your settlement amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. Funds attributable to any uncashed check will be cancelled after the void date, and the funds will be transmitted to a cy pres beneficiary, the Los Angeles Ronald McDonald House.

IV. What is the Effect of this Settlement on My Rights?

As a result of this settlement and your designation as a PAGA Settlement Member, you are releasing Released Claims (defined in this paragraph) against Defendant and all related Released Parties. Upon the approval by the Court and non-objection by the LWDA of this Agreement, effective on the date the Court enters the order approving the settlement of the Lawsuit, you are releasing and will be barred from asserting or prosecuting claims on an individual basis, or on behalf of the State of California, for claims and/or causes of action for civil penalties and other relief available under the PAGA against the Released Parties that were or could have been pled based on any and all of the underlying alleged Labor Code violations, facts, and theories pled in the Lawsuit, and in the Allen PAGA Letter (the "Action"), including but not limited to state wage and hour claims for any and all civil penalties under California's Private Attorneys General Act of 2004 based on the alleged Labor Code violations, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of

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4 action under California law, to the extent permissible, including but not limited to the California
Labor Code and the applicable Wage Orders (the release is also explained in the parties' Settlement
Agreement at paragraph 1.24, "Released PAGA Claims.").

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V. Who Can I Contact if I Have Any Questions?

You can contact the Settlement Administrator, Phoenix Class Action Administration Solutions, at
(800) 523-5773 to ask questions, provide updated contact information, or correct your employment
information. The Settlement Administrator is an independent third party selected by Plaintiff and the
Defendant, and approved by the Court, to send notice, process and issue checks, and administer the
settlement. You may also contact the Attorneys for Plaintiff, Grochow Law, A Professional Corp, at
(949) 506-1494 or contact them via email at lauren@grochowlaw.com.

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EXHIBIT C

Monday, March 10, 2025 at 10:27:50 Pacific Daylight Time

Subject: Thank you for your Proposed Settlement Submission
Date: Monday, March 10, 2025 at 10:27:11 AM Pacific Daylight Time
From: DIR PAGA Unit
To: Lauren Grochow

03/10/2025 10:26:52 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

1 of 1

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: Grochow Law, APC, 33 Brookline, Aliso Viejo, CA 92656. On the date below, I served the within documents:

**JOINT STIPULATION AND [PROPOSED] APPROVAL ORDER GRANTING
PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AND RELEASE AGREEMENT**

- ☒ **Via Electronic Transmission:** By transmitting via electronic mail the document(s) listed above to the e-mail address(es) set forth below.
- ☐ **Via Hand Delivery:** By causing the document(s) listed above to be hand delivered to the person(s) at the address(es) set forth below.
- ☐ **Via FedEx:** By placing a true copy thereof enclosed in a sealed envelope, at a station designated for collection and processing of envelopes and packages for overnight delivery by FedEx as part of the ordinary business practices of Grochow Law, a Professional Corp. addressed as set forth below.
- ☐ **Via Certified U.S. Mail with Return Receipt:** By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in United States mail in the State of California at Irvine, addressed as set forth below.

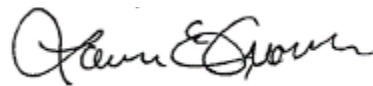
LAGASSE BRANCH BELL + KINKEAD, LLP

Christopher C. Cianci
ccianci@lbbklaw.com
Zubin Farinpour
zfarinpour@lbbklaw.com
Danielle E. Montero
dmontero@lbbklaw.com
Andrea Amezcua
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626 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90017

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

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

Executed on **Monday, March 10, 2025** at Aliso Viejo, California.



Lauren E. Grochow