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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JESSE SNOW, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

PLANET ORANGE PROPERTY
SERVICES, INC., a California corporation;
NATURAL ORANGE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 23CV419785

Honorable Charles F. Adams
Department 7

CLASS ACTION

**DECLARATION OF RYAN SLINGER
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: May 7, 2026
Time: 1:30 p.m.
Department: 7

Complaint Filed: July 28, 2023
FAC Filed: June 20, 2025
Trial Date: None Set

DECLARATION OF RYAN SLINGER

I, Ryan Slinger, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Jesse Snow (together, “Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On July 28, 2023, Plaintiff filed the Class Action Complaint for Damages (“Complaint”) in the Superior Court for the County of Santa Clara, thereby commencing the above-captioned lawsuit (“Action”).

3. On December 8, 2023, Defendant Planet Orange Property Services, Inc. noticed the deposition of Plaintiff.

4. On December 8, 2023, Defendant Planet Orange Property Services, Inc. propounded multiple sets of written discovery, including Form Interrogatories—General (Set One), Requests for Admissions (Set One), and Requests for Production of Documents (Set One) on to Plaintiff.

5. On December 15, 2023, Plaintiff propounded multiple sets of discovery, including Form Interrogatories – General (Set One), Requests of Admissions (Set One), Special Interrogatories (Sets One and Two), and Requests for Production of Documents (Set One) on to both Defendants.

6. On December 15, 2023, Plaintiff noticed the depositions of Defendants’ Person Most Knowledgeable designees along with accompanying requests for production of documents.

7. On March 15, 2024, Defendants Planet Orange Property Services, Inc. and Natural Orange, Inc. (together, “Defendants”) filed their Answer to Complaint.

8. On March 28, 2025, Plaintiff provided written notice by electronic upload to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. Marked and attached hereto as

1 “EXHIBIT 1” is a true and correct copy of Plaintiff’s PAGA Notice.

2 9. On June 9, 2025, Plaintiff sought leave to file a First Amended Complaint for
3 Damages & Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.*
4 (“Operative Complaint”), thereby seeking to add a claim for civil penalties under the Private
5 Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Court
6 granted Plaintiff leave to file the proposed Operative Complaint on June 16, 2025, and Plaintiff
7 filed the Operative Complaint on June 20, 2025.

8 **THE PROPOSED SETTLEMENT**

9 10. Marked and attached hereto as “EXHIBIT 2” is a true and correct copy of the Joint
10 Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or
11 “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all
12 others similarly situated and other aggrieved employees, on the one hand, and Defendants, on the
13 other hand (together, the “Parties”). The Parties and their counsel have approved the proposed
14 Notice of Class and Representative Action Settlement (“Class Notice”), which is attached to the
15 Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

16 11. The Settlement provides for a Total Settlement Amount of \$650,000.00 to be paid
17 in a single payment on a non-reversionary basis. The Net Settlement Amount is the Total
18 Settlement Amount less the following amounts, subject to approval by the Court: Attorneys’ Fees
19 of up to \$227,500.00 (if the Total Settlement Amount remains \$650,000.00) and Costs not to
20 exceed \$25,000.00 to Class Counsel, Enhancement Payment to Plaintiff of \$10,000.00, Settlement
21 Administration Costs to the Settlement Administrator not to exceed \$7,000.00, and the PAGA
22 Amount of \$40,000.00. Assuming that the amounts allocated under the Settlement toward these
23 payments are awarded by the Court, the Net Settlement Amount that will be available for
24 distribution to Settlement Class Member is currently \$340,500.00. Additionally, 35% of the
25 PAGA Amount (i.e., PAGA Employee Amount), which is \$14,000.00 out of \$40,000.00, will be
26 distributed to the PAGA Employees, for their respective portion of the PAGA Employee Amount.
27 The Total Settlement Amount will be fully distributed in accordance with the terms of the
28 Settlement and there is no reversion to Defendants.

12. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to 35% of the Total Settlement Amount (i.e., \$227,500.00, if the Total Settlement Amount remains \$650,000.00) and expenses and costs of not more than \$25,000.00, which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 20 through 35, *infra*.

13. The Settlement Agreement provides for payment of up to \$10,000.00 to Plaintiff as an Enhancement Payment, to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition to his individual settlement payment, for his services on behalf of the Class, PAGA Employees, and the State of California.

14. The Parties have agreed to retain ILYM Group, Inc., ("Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint ILYM Group, Inc. to handle these procedures and serve as the Settlement Administrator. Defendants will provide the Settlement Administrator with the Class List, and the Settlement Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Share") and each PAGA Employee's estimated pro rata share of the 35% portion of the PAGA Amount. The Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to California State Controller's Office Unclaimed Property Fund as a *cy pres* recipient

pursuant to California Code of Civil Procedure 384, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administration Costs are currently estimated not to exceed \$7,000.00 and will be paid out of the Total Settlement Amount, subject to approval of the Court.

15. Under the Settlement Agreement, Defendants are responsible for any employer-side tax obligations associated with the Total Settlement Amount and will deposit that amount into the settlement fund in addition to the Total Settlement Amount. Each Settlement Class Member's Individual Settlement Share will be allocated 10% to wages subject to withholdings and 90% to penalties and interest. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

16. **Ascertainability:** The proposed Class is defined as all current and former hourly-paid employees who worked for Defendants in California at any time during the Class Period, which is July 28, 2019 through June 6, 2025.

17. **Numerosity:** Based on data provided by Defendants, the Class is estimated to be approximately 203 individuals who worked an estimated total of 14,477 workweeks.

18. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendants, with respect to Plaintiff, Class Members, and PAGA Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendants' recordkeeping practices with

1 respect to Plaintiff, Class Members, and PAGA Employees were substantially the same during the
2 time period at issue. As a result of said alleged uniform practices, Plaintiff claims that the Class
3 Members were not paid all of the compensation that was owed to them by Defendants. Thus, in
4 Class Counsel's view, it is clear that the outcome of this litigation would be determined by
5 Defendants' uniform operations and employment practices, policies, and procedures that Plaintiff
6 alleges applied across their hourly-paid employees in California during the relevant time period.

7 19. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a
8 class action against his former employer. Plaintiff spent considerable time and effort to produce
9 relevant documents and past employment records and to provide the facts and evidence necessary
10 to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and
11 actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are
12 adverse to the Class. Plaintiff was employed by Defendants during the Class Period and subject to
13 the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the
14 challenge and risk of commencing and maintaining this action, and he has not yet received any
15 monetary benefit for his service to date. Plaintiff put his own interests aside and brought a publicly
16 filed lawsuit against an employer not just for his own benefit, but, instead, on behalf of other
17 hourly-paid employees and the State of California.

18 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

19 20. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
20 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
21 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is
22 the attorney of record in well over a dozen employment-related putative class actions in both state
23 and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who
24 focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA")
25 representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the
26 executive, administrative, and other overtime exemptions to the State of California and federal
27 overtime compensation requirements. During a relatively short time, in association with other law
28 firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of

1 individuals in California.

2 21. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice,
3 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and
4 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has
5 extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute
6 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
7 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
8 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
9 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
10 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
11 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
12 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
13 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In
14 December of 2004, he obtained a license to practice law from the California State Bar. Since in or
15 around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively
16 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
17 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
18 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over
19 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
20 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
21 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
22 involving the executive, administrative, and other overtime exemptions to the State of California
23 and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC
24 has successfully obtained class certification by contested motion practice in approximately sixteen
25 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

26 22. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He
27 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
28 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.

1 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
2 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
3 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
4 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth
5 Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all
6 courts of the State of California and all United States District Courts in the State of California. He
7 has worked on many wage-and-hour class action and representative action cases, taking the lead in
8 taking and defending depositions, arguing motions, and attending mediations. He has played an
9 integral role in preparing matters for class certification, including and not limited to, successful
10 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
11 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
12 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
13 RG13680477). Under his supervision, dozens of class action or representative action cases have
14 resulted in settlements that have been granted court approval. He has handled over one hundred
15 and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or
16 representative action cases which have resulted in settlement.

17 23. Jonna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
18 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
19 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
20 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
21 and in New York (since 2013) and is admitted to practice in all U.S. District Courts in California,
22 the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She
23 has taken and defended dozens of depositions and successfully handled motion practice in class
24 action cases regarding discovery (including and not limited to, regarding class contact
25 information), class certification (both contested class certification and stipulated class
26 certification), arbitration agreements, coordination, and intervention. She has successfully handled
27 briefing and oral argument on appeal and obtained notable decisions regarding the Private
28 Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g.,

1 *Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert.
2 denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*
3 (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to
4 working on cases to obtain class certification through contested motion practice and working on
5 cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling
6 and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified
7 class consisting of approximately 2,600 individuals). She also has extensive experience with class
8 action and/or representative action settlements, and has handled this process in three hundred (300)
9 cases. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, Lawyers for Justice, PC has
10 handled the class certification and court approval process for hundreds of class action and/or
11 representative action matters that have successfully resolved. She is a member of the California
12 Employment Lawyers Association and, on several occasions, she has been a speaker regarding
13 topics in wage and hour law at the organization's continuing legal education events.

14 24. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree
15 from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law
16 School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice
17 before all courts of the State of California. I have worked on many wage-and-hour class action and
18 PAGA representative cases, and my work on these cases has included preparing pleadings and
19 motions, making court appearances, drafting and finalizing settlement agreements.

20 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

21 25. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this
22 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
23 PAGA Employees, and the State of California recover over a reasonably short period of time as
24 opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result
25 that compares favorably with other similar class action settlements of this type given the strengths
26 and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that
27 would have only increased significantly had the case progressed through certification, trial, and/or
28 appeals.

26. Class Counsel has litigated the case for over 2 years and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Tagore Subramaniam, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the this lawsuit and in connection with the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits, and Plaintiff and Class Counsel believed that they would be able to prevail at trial. After conducting investigations, formal and informal discovery, exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Settlement Class Members, and of the Released PAGA Claims of Plaintiff, PAGA Employees, and the State of California, with respect to the Released Parties.

27. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the action for class certification and trial. Plaintiff conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a volume of documents and data obtained from Defendants, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment records, a sampling of Class Members' time data and pay records, Defendants'

1 Employee Handbook, company policy acknowledgements, internal memoranda, Defendants'
2 operations and employment practices, forms, procedures, and policies, among other information
3 and documents. Class Counsel had the opportunity to interview Plaintiff to gather facts and to
4 identify potential witnesses. Counsel for the Parties met and conferred on numerous occasions,
5 e.g., to discuss issues relating to the pleadings, and the production of documents and data prior to
6 the mediation. Class Counsel drafted Plaintiff's pleadings and mediation brief and prepared for and
7 attended court proceedings, settlement negotiations, and the mediation, among other tasks.

8 28. Counsel for the Parties have also invested time researching and investigating the
9 applicable law, which is constantly evolving as it relates to certification, representative PAGA
10 claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and
11 enforcement, Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts
12 discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair, adequate,
13 and reasonable.

14 29. Class Counsel is aware of the defenses and position of Defendants, but believe that
15 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
16 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
17 and the difficulties and delays inherent in such litigation. Plaintiff further recognizes the burdens of
18 proof necessary to establish liability for the claims asserted in the lawsuit, Defendants' defenses,
19 and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel
20 have also considered the Parties' settlement discussions, as well as the evaluations of the mediator,
21 who is experienced and well-regarded in complex labor and employment matters.

22 30. Defendants, on the other hand, denied and continue to deny any liability and
23 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that this
24 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
25 this Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides
26 have also had the opportunity to interview witnesses and review documents and information
27 relating to Plaintiff's, Class Members', and PAGA Employees' employment with Defendants, and
28 Defendants' operations and employment policies, practices, and procedures. The Parties also

1 reviewed and analyzed a volume of documents and data to determine the potential value and
2 strength of the claims. The available information enabled Class Counsel to assess and value the
3 class and PAGA claims and prepare violation, damages, and penalties analyses models.
4 Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be
5 sufficiently informed of the nature and extent of the Class Members' claims, and to enable both
6 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The
7 Settlement takes into account the strengths and weaknesses of each side's position and the
8 uncertainty of how the case might have concluded at trial and/or appeals.

9 ESTIMATE OF THE VALUE OF THE CLAIMS

10 31. Plaintiff's action alleges that Defendants have violated the California Labor Code
11 and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
12 scheme of wage abuse against Plaintiff and the Class Members, including *inter alia*, failing to
13 properly compensate overtime and minimum wages, failing to provide compliant meal and rest
14 periods and associated premium pay, failing to timely pay wages during employment, failing to
15 timely pay wages upon termination and associated waiting-time penalties, failing to provide
16 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
17 necessary business expenses. Plaintiff further contends that Defendants' aforementioned conduct
18 constitutes unfair business practices (under the California Business and Professions Code ("UCL"))
19 and gives rise to civil penalties recoverable under PAGA.

20 32. Based on data provided by Defendants and extrapolated by Plaintiff, the total
21 number of Class Members during the period from July 28, 2019 through June 6, 2025 ("relevant
22 time period") was estimated to be approximately 203 individuals who worked an estimated total of
23 14,477 workweeks with an average hourly rate of pay of \$21.27.

24 33. Plaintiff contended that Defendants required Class Members to perform work
25 before clocking-in and after clocking-out of their scheduled shifts and during meal and rest
26 periods. Plaintiff contended that Defendants discouraged the recordation of overtime hours and
27 required Class Members to perform work off-the-clock. Plaintiff contended that Defendants failed
28 to include non-discretionary bonuses and incentives in the calculation of the regular rate when

1 paying overtime wages. Plaintiff also contended that meal and rest periods were regularly missed,
2 later, shortened, and/or interrupted, that Class Members were required to remain on-call during rest
3 breaks, readily available to assist with work tasks, and that Defendants failed to properly pay
4 premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that
5 Defendants intentionally and willfully failed to pay Plaintiff and Class Members all wages due to
6 them while they were employed by Defendants, within the time period permissible under
7 California law, and that Defendants failed to pay all wages due upon termination, within the time
8 period permissible under California law, thereby triggering waiting-time penalties under California
9 Labor Code section 203. Plaintiff contended that, based on the violations described herein, the
10 wage statements provided by Defendants and the payroll records kept by Defendants were
11 inaccurate. Finally, Plaintiff contended that Defendants failed to reimburse Plaintiff and the other
12 Class Members for necessary business expenses, including, but not limited to, the costs associated
13 with the usage of personal cell phones to perform their work duties.

14 34. Class Counsel considered Defendants' arguments, e.g., that the employer's
15 practices, policies, and procedures complied with the law, that Defendants paid Class Members
16 over the California minimum wage for all hours worked, that Defendants correctly paid overtime
17 for all overtime hours worked, that no waiting-time penalties were due because waiting-time
18 penalties only arise from "willful" failure to pay wages due and owing at the time of termination or
19 resignation, that Plaintiff and Class Members suffered no actual injury from the alleged wage
20 statement violations and that this alleged violation and the alleged recordkeeping violation are
21 entirely derivative of the other causes of action, and that a policy and practice of reimbursing
22 employees for necessary business-related expenses exists. Class Counsel also considered the
23 likelihood of Plaintiff's success in establishing that any of provisions of the California Labor Code,
24 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that
25 such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also
26 considered that trial courts have wide discretion when assessing penalties under PAGA, and that it
27 could be determined that individual liability issues predominate (e.g., due to purported variation in
28 shifts, locations, job duties, and other circumstances which could raise individualized questions of

1 fact) and could pose challenges to certification, manageability, and the merits of Plaintiff's claims.

2 35. Class Counsel considered information, data, and documents obtained from Plaintiff,
3 Defendants, and other sources, and created violation, damages, and penalties valuations and
4 models prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of
5 the claims. However, the potential value of each claim assumed an exposure based on the above-
6 captioned action having been certified and Plaintiff having proven all elements of the claims and
7 entitlement to monetary recovery in the above-captioned action (on a class-wide and a
8 representative basis), despite risks associated with obtaining and maintaining certification and
9 demonstrating manageability, risks to establishing liability and any underlying California Labor
10 Code and IWC Wage Order violations and damages, and significant additional costs that would
11 have to be incurred in order to certify the above captioned action and establish liability, damages,
12 and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized
13 issues predominate, such that the cases are not suitable for class treatment. While Class Counsel
14 disagreed with Defendants' arguments and factual contentions, Class Counsel recognized the
15 circumstances and realities of the cases, applicable case law and regulations, the extensive time
16 and pay records produced by Defendants, the costs and expenses of further litigation and
17 certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel
18 calculated the potential and realistic values of each claim as follows:

- 19 a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to
20 be \$923,922.14 (14,477 workweeks x 2 hours of unpaid overtime wages x overtime
21 hourly rate of \$31.91, which is based on the average hourly rate of \$21.27). At this
22 juncture, a discount of 40% was applied to account for the risks associated with
23 obtaining and maintaining class certification (bringing the value of this claim closer
24 to \$554,353.28), a discount of 45% was applied to account for the risks associated
25 with succeeding on the merits and establishing liability (bringing the value of this
26 claim closer to \$304,894.31), and a discount of 45% was applied to account for the
27 risks associated with proving the extent of damages and obtaining an award thereof
28 (bringing the value of this claim closer to \$167,691.87).

- 1 b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to
2 be \$307,925.79 (14,477 workweeks x 1 hour of unpaid minimum wages x average
3 hourly rate of \$21.27). At this juncture, a discount of 40% was applied to account
4 for the risks associated with obtaining and maintaining class certification (bringing
5 the value of this claim closer to \$184,755.47, a discount of 45% was applied to
6 account for the risks associated with succeeding on the merits and establishing
7 liability (bringing the value of this claim closer to \$101,615.51), and a discount of
8 50% was applied to account for the risks associated with proving the extent of
9 damages and obtaining an award thereof (bringing the value of this claim closer to
10 \$50,807.76).
- 11 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential
12 value of this claim was estimated to be \$923,777.37 (14,477 workweeks x 3 meal
13 period premium x average hourly rate of \$21.27). At this juncture, a discount of
14 40% was applied to account for the risks associated with obtaining and maintaining
15 class certification (bringing the value of this claim closer to \$554,266.42), a
16 discount of 45% was applied to account for the risks associated with succeeding on
17 the merits and establishing liability (bringing the value of this claim closer to
18 \$304,846.53), and a discount of 50% was applied to account for the risks associated
19 with proving the extent of damages and obtaining an award thereof (bringing the
20 value of this claim closer to \$152,423.27).
- 21 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential
22 value of this claim was estimated to be \$615,851.58 (14,477 workweeks x 2 rest
23 period premiums x average hourly rate of \$21.27). At this juncture, a discount of
24 40% was applied to account for the risks associated with obtaining and maintaining
25 class certification (bringing the value of this claim closer to \$369,510.95), a
26 discount of 45% was applied to account for the risks associated with succeeding on
27 the merits and establishing liability (bringing the value of this claim closer to
28 \$203,231.02), and a discount of 50% was applied to account for the risks associated

1 with proving the extent of damages and obtaining an award thereof (bringing the
2 value of this claim closer to \$101,615.51).

3 e. Failure to Timely Pay Wages During Employment: The value of this claim is
4 considered as a part of the valuation of the PAGA claim contained *infra*.

5 f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):

6 Based on information and data provided by Defendants, it was estimated that
7 approximately 122 Class Members had been terminated during the three-year
8 statute of limitations (i.e., from July 28, 2020). Assuming that these individuals
9 were not timely paid all wages due to them upon termination, the potential value of
10 waiting-time penalties was estimated to be \$622,785.60 collectively (122
11 individuals x [30 days x hourly rate of \$21.27 x 8 hours]), or approximately
12 \$5,104.80 per individual. At this juncture, a discount of 40% was applied to account
13 for the risks associated with obtaining and maintaining class certification (bringing
14 the value of this claim closer to \$373,671.36), a discount of 45% was applied to
15 account for the risks associated with succeeding on the merits and establishing
16 liability (bringing the value of this claim closer to \$205,519.25), and a discount of
17 50% was applied to account for the risks associated with proving the extent of
18 damages and obtaining an award thereof (bringing the value of this claim closer to
19 \$102,759.62).

20 g. Failure to Provide Compliant Wage Statements: The potential value of this claim
21 was calculated to be \$412,000.00 ([103 initial violations x \$50 statutory penalty] +
22 [6,164 subsequent violations x \$100 statutory penalty]). At this juncture, a discount
23 of 40% was applied to account for the risks associated with obtaining and
24 maintaining class certification (bringing the value of this claim closer to
25 \$247,200.00), a discount of 45% was applied to account for the risks associated
26 with succeeding on the merits and establishing liability (bringing the value of this
27 claim closer to \$135,960.00), and a discount of 50% was applied to account for the
28 risks associated with proving the extent of damages and obtaining an award thereof

(bringing the value of this claim closer to \$67,980.00).

- h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.
- i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$52,117.20 (14,477 workweeks x \$3.60 unreimbursed business expenses). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$31,270.32), a discount of 45% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$17,198.68), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$8,599.34).
- j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$180,250.00 (103 aggrieved employees estimated to have worked during one-year statutory period x \$1,750 civil penalties). At this juncture a discount of 40% was applied to account for the risks associated with possible bifurcation of discovery and/or trial (bringing the value of this claim closer to \$108,150.00), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$64,890.00), and a discount of 40% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$38,934.00).

36. The foregoing discussion confirms that the amount of the Settlement is adequate in

light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

37. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, the PAGA Employees, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 15th day of April 2026, at Glendale, California.



Ryan Slinger

EXHIBIT 1



March 28, 2025

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

**Re: PLANET ORANGE PROPERTY SERVICES, INC. AND NATURAL
ORANGE, INC.**

Dear Representative:

We have been retained to represent Jesse Snow against Planet Orange Property Services, Inc. and Natural Orange, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Planet Orange”) for violations of California wage-and-hour laws. Mr. Snow seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Snow seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Planet Orange employed Mr. Snow as an hourly-paid, non-exempt employee from approximately January 2018 to approximately March 2021, in the State of California.

The “aggrieved employees” that Mr. Snow may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Planet Orange has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 5-2001.

Planet Orange required Mr. Snow and other aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate Mr. Snow and other aggrieved employees for this time. Such work included, but was not limited to answering calls, texts, and emails with supervisors prior to clocking in, answering questions about jobs after clocking out, processing paperwork, meeting with customers, and completing jobs.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Snow and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Snow and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Planet Orange required Mr. Snow and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Planet Orange failed to pay Mr. Snow and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Planet Orange failed to pay Mr. Snow and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Planet Orange did not provide Mr. Snow and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Planet Orange were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Snow and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Snow and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Snow and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Snow and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Snow and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Planet Orange failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Snow and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Planet Orange did not provide Mr. Snow and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Planet Orange failed to pay Mr. Snow and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Snow and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Planet Orange failed to pay Mr. Snow and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which

Mr. Snow and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Snow and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Planet Orange. These costs include, but are not limited to, the use of a personal phone for work-related tasks.

Therefore, on behalf of all aggrieved employees, Mr. Snow seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in blue ink, appearing to read 'Melissa LeBlanc-Mansell', with a stylized flourish at the end.

Melissa LeBlanc-Mansell, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Planet Orange Property Services, Inc. and Natural Orange, Inc.
c/o Sat Sang Khalsa
GORDON REES SCULLY MANSUKHANI, LLP
315 Pacific Avenue
San Francisco, California 94111

DL / 15940

LAWYERS FOR JUSTICE

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c/o Sat Sang Khalsa
GORDON REES SCULLY MANSUKHANI, LLP
315 Pacific Avenue
San Francisco, California 94111

PAGA NOTICE
Snow vs. Planet Orange Property Services, Inc., et al.

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Planet Orange
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- Print your name and address on the reverse so that we can return the card to you.
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Planet Orange Property Services, Inc. and Natural Orange, Inc.
c/o Sat Sang Khalsa
GORDON REES SCULLY MANSUKHANI, LLP
315 Pacific Avenue
San Francisco, California 94111

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- A. Signature ☒ Agent ☐ Addressee
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PS Form 3811, July 2020 PSN 7530-02-000-9053

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c/o Sat Sang Khalsa

GORDON REES SCULLY MANSUKHANI, LLP

315 Pacific Avenue

San Francisco, California 94111

PAGA NOTICE

City Snow vs. Planet Orange Property Services, Inc., et al.

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Orange Property Services, Inc. and Natural Orange, Inc.

c/o Sat Sang Khalsa

GORDON REES SCULLY MANSUKHANI, LLP

315 Pacific Avenue

San Francisco, California 94111



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PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature

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Agent

Addresssee

B. Received by (Printed Name)

Jay Love

C. Date of Delivery

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EXHIBIT 2

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Jesse Snow (“Plaintiff”), individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to PAGA Employees pursuant to the Private Attorneys General Act, and Planet Orange Property Services Inc. and Natural Orange, Inc. (together, “Defendants”) (collectively, Plaintiff and Defendants are referred to as the “Parties” and individually they are referred to as “Party”).

This Joint Stipulation of Class Action and PAGA Settlement and Release shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California with respect to PAGA Employees (as defined herein) and on Defendants, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On July 28, 2023, Plaintiff filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Jesse Snow v. Planet Orange Property Services, et. al.* in the Superior Court of California for the County of Santa Clara, Case No. 23CV419785 (“Action”) against Defendants for the following alleged violations of the California Labor Code: (1) failure to pay overtime pursuant to Labor Code sections 510 and 1198; (2) failure to provide meal period premiums in violation of sections 226.7 and 512(a); (3) failure to provide rest period premiums in violation of section 226.7; (4) failure to pay minimum wages pursuant to sections 1194, 1197, and 1197.1; (5) failure to timely pay wages upon termination in violation of sections 201 and 202; (6) failure to timely pay wages during employment in violation of section 204; (7) failure to provide accurate and itemized wage statements in violation of section 226(a); (8) failure to keep requisite payroll records in violation of section 1174(d); (9) failure to reimburse business expenses in violation of sections 2800 and 2802; and, (10) violations of California Business and Professions Code §§ 17200, et seq.

2. On March 28, 2025, Plaintiff provided notice by electronic upload to the Labor and Workforce Development Agency and written notice by certified mail to Defendants of his intent to pursue civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) for Defendants’ alleged violations of the California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552,

558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 5-2001 (“PAGA Notice”). A true and correct copy of the PAGA Notice is attached hereto as “**EXHIBIT B.**”

3. On June 20, 2025, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“First Amended Complaint”, thereby adding a claim for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”), on behalf of the State of California in connection with Plaintiff and aggrieved employees.

4. Defendants deny all material allegations set forth in the Operative Complaint in the Action and have asserted numerous affirmative defenses in the case. Notwithstanding, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Action, the Released Class Claims, and the Released PAGA Claims.

5. Class Counsel diligently investigated the claims against Defendants, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of Defendants’ employment and operations policies, practices, and procedures.

6. On January 21, 2025, the Parties participated in mediation with Tagore Subramaniam, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believe that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

7. The Parties expressly acknowledge that this Settlement Agreement is entered into solely

1 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
2 of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved,
3 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

4 **DEFINITIONS**

5 8. The following definitions are applicable to this Settlement Agreement. Definitions
6 contained elsewhere in this Settlement Agreement will also be effective:

7 a. “Action” means the putative class action and PAGA representative action entitled
8 *Jesse Snow v. Planet Orange Property Services, et. al.* filed in the Superior Court of California for the
9 County of Santa Clara, Case No. 23CV419785.

10 b. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
11 and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the
12 Actions, as set forth in Paragraph 13.

13 c. “Class Counsel” means Arby Aiwezian, Joanna Ghosh, Yasmin Hosseini, and Ani
14 Menedjian of Lawyers *for* Justice, PC.

15 d. “Class List” means a complete list of all Class Members that Defendants will
16 diligently and in good faith compile from their records and provide to the Settlement Administrator. The
17 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
18 Class Member’s: (i) last-known full name, (ii) mailing address, (iii) Social Security Number, (iv) start
19 and end dates employed as a non-exempt, hourly-paid employee of Defendants in California during the
20 Class Period and PAGA Period, (v) number of Workweeks during the Class Period, (vi) the number of
21 PAGA Pay Periods during the PAGA Period, and such other information as is necessary for the
22 Settlement Administrator to calculate Workweeks and PAGA Pay Periods (as defined herein).

23 e. “Class Member(s)” or “Class” means all current and former hourly-paid
24 employees who worked for Defendants in California at any time during the Class Period. Defendants
25 represent that the number of Class Members is approximately One Hundred Eighty-Six (186)
26 individuals, as of January 21, 2025.

27 f. “Class Notice” means the Notice of Class and Representative Action Settlement,
28 substantially in the form attached as “**Exhibit A.**”

1 g. “Class Period” means the time period from July 28, 2019 through June 6, 2025.

2 h. “Class Representative” or “Plaintiff” means Jesse Snow.

3 i. “Class Settlement” means the settlement and resolution of all Released Class

4 Claims.

5 j. “Court” means the Superior Court of California for the County of Santa Clara.

6 k. “Defendants” means Planet Orange Property Services, Inc. and Natural Orange,

7 Inc.

8 l. “Defendants’ Counsel” means Mollie Burks, Sat Sang S. Khalsa, and Ryan J.

9 Greenspan of GORDON REES SCULLY MANSUKHANI, LLP

10 m. “Effective Date” means the later of (a) the last day on which any appeal might be

11 filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date

12 of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including

13 expiration of any time to seek reconsideration or further review.

14 n. “Employer Taxes” means the employers’ share of taxes and contributions in

15 connection with the wages portion of Individual Settlement Shares.

16 o. “Enhancement Payment” means the amount to be paid to Plaintiff in recognition

17 of his efforts and work in prosecuting the Action.

18 p. “Final Approval” means the determination by the Court that the Settlement is fair,

19 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

20 q. “Final Approval Hearing” means the hearing at which the Court will consider and

21 determine whether the Settlement should be granted Final Approval.

22 r. “Individual PAGA Payment(s)” means the *pro rata* share of the PAGA Employee

23 Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement.

24 s. “Individual Settlement Payment(s)” means the net payment of each Settlement

25 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and

26 withholdings with respect to the wages portion of the Individual Settlement Share.

27 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement

28 Amount that a Class Member may be eligible to receive for the Class Settlement.

1 u. “LWDA Payment” means the amount of Twenty Six Thousand Dollars
2 (\$26,000.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to pay to the California Labor
3 and Workforce Development Agency (“LWDA”) for the PAGA Settlement.

4 v. “Net Settlement Amount” means the Total Settlement Amount less the Court-
5 approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees
6 and Costs.

7 w. “Objection” means a Class Member’s written objection to the Class Settlement,
8 which must: (a) contain the case name and number of the Class Action; (b) contain the Class Member’s
9 full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c)
10 contain a written statement of all grounds for the objection accompanied by any legal and factual support
11 for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection
12 is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked
13 on or before the Response Deadline.

14 x. “Operative Complaint” means the First Amended Class Action Complaint for
15 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et
16 Seq.

17 y. “PAGA Amount” means the allocation of Forty Thousand Dollars (\$40,000.00)
18 from the Total Settlement Amount as civil penalties pursuant to the Private Attorneys General Act,
19 California Labor Code section 2698 *et seq.*, for the settlement and resolution of the Released PAGA
20 Claims. Seventy-five percent (65%) of the PAGA Amount, or \$26,000.00, will be paid to the LWDA
21 (i.e., the LWDA Payment) and the remaining thirty-five percent (35%), or \$14,000.00, will be
22 distributed to PAGA Employees (i.e., the PAGA Employee Amount).

23 z. “PAGA Employees” means all current and former non-exempt employees who
24 worked for Defendants in the State of California at any time during the PAGA Period.

25 aa. “PAGA Employee Amount” means the amount of Fourteen Thousand Dollars
26 (\$14,000.00), i.e., 35% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis
27 based on their PAGA Pay Periods during the PAGA Period.

28 bb. “PAGA Pay Periods” means the number of paychecks a PAGA Employee

received during the PAGA Period.

cc. “PAGA Period” means the time period from January 1, 2023 through June 6, 2025.

dd. “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.

ee. “Parties” means Plaintiff and Defendants, collectively, and “Party” means any of the Plaintiff or Defendants.

ff. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

gg. “Released Class Claims” means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each participating class member had, now has, or may hereafter claim to have against the Released Parties and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiff’s Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law during the Class Release Period, including Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and the related IWC Wage Orders and Business & Professions Code §§ 17200, et seq. claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to timely pay employees upon separation or discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to reimburse necessary business expenditures, (4) failure to provide meal or rest periods of compensation in lieu thereof, (5) failure to provide accurate itemized wage statement, (6) all related violations of the applicable Wage Orders; (7) all related violations of California’s unfair competition law; and (8) interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action.

1 hh. “Released PAGA Claims” means any and all claims for civil penalties under
2 California Labor Code § 2698, et seq. (“PAGA”), arising out of the facts alleged in the LWDA Notice
3 and Operative Complaint, arising during the PAGA Period, for violations of California Labor Code §§
4 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and
5 2802 for (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal
6 periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest
7 periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages
8 under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code
9 Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure
10 to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite
11 payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor
12 Code Sec. 2800, 2802, and (10) all related violations of the applicable Wage Orders.

13 ii. “Released Parties” means Defendants Planet Orange Property Services, Inc., and
14 Natural Orange, Inc., and their respective agents, officers, executive-level-employees, directors, owners,
15 subsidiaries, DBA’s, affiliates and parent companies.

16 jj. “Request for Exclusion” means a Class Member’s written letter indicating a
17 request to be excluded from the Class Settlement, which must: (a) contain the case name and number of
18 the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last
19 four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class
20 Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement
21 Administrator at the specified address, postmarked on or before the Response Deadline.

22 kk. “Response Deadline” means the deadline by which Class Members must submit
23 a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is sixty
24 (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless
25 the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended
26 to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-mailed to
27 a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15)
28 calendar days from the initial Response Deadline.

1 ll. “Settlement Administrator” means ILYM Group, Inc., subject to approval by the
2 Court, for purposes of administering this Settlement. The Parties and their counsel each represent that
3 they do not have any financial interest in the Settlement Administrator or otherwise have a relationship
4 with the Settlement Administrator that could create a conflict of interest.

5 mm. “Settlement Administration Costs” means the costs payable from the Total
6 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
7 Settlement.

8 nn. “Settlement Class Members” or “Settlement Class” means all Class Members who
9 do not submit a timely and valid Request for Exclusion.

10 oo. “Total Settlement Amount” means the amount of Six Hundred Fifty Thousand
11 Dollars (\$650,000.00) to be paid by Defendants in full resolution of all Released Class Claims, Released
12 PAGA Claims, and the Action provided for under the Class Settlement and PAGA Settlement, which
13 includes all Attorneys’ Fees and Costs to be paid to Class Counsel, Enhancement Payment to be paid to
14 Plaintiff, PAGA Amount to be paid to the LWDA and PAGA Employees, Net Settlement Amount to be
15 paid to the Settlement Class Members, and Settlement Administration Costs to be paid to the Settlement
16 Administrator. The Total Settlement Amount may increase to the extent provided in the Escalator
17 Clause. The Total Settlement Amount does not include Employer Taxes; Employer Taxes will be paid
18 by Defendants, separately and in addition to the Total Settlement Amount.

19 pp. “Workweeks” means the number of weeks each Class Member worked for
20 Defendants as a non-exempt employee in the State of California at any time during the Class Period.

21 qq. “Workweeks Dispute” means a Class Member and/or PAGA Employee’s written
22 letter disputing the pre-printed information on the Class Notice as to the number of Workweeks and/or
23 PAGA Pay Periods credited to them, which must: (a) contain the case name and number of the Action;
24 (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits
25 of Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks
26 and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number to
27 be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e)
28 be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before

the Response Deadline.

CLASS CERTIFICATION

9. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

10. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under California Code of Civil Procedure section 382. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate as to any of the claims asserted by Plaintiff against Defendants in a non-settlement context.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

11. Amendment of Complaint. To implement the terms of the Settlement, Parties have agreed that Plaintiff will file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* in the Action, that will add a PAGA cause of action. Parties will enter into a separate stipulation seeking an order from the Court granting Plaintiff leave to file the contemplated amended complaint and/or Plaintiff will move the Court for leave to file the contemplate amended complaint (and Defendants will not oppose this request).

12. Funding and Disbursement of the Total Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting estimate of the amounts to be paid by Defendants pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement. Within thirty (30) calendar days after the Effective Date, Defendants will make a one-time deposit of the Total Settlement Amount into the settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment to the

1 LWDA; (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f)
2 Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator
3 will obtain funds from Defendants that are sufficient for the Employer Taxes that Defendants must fund
4 separately and in addition to the Total Settlement Amount. The Settlement Administrator will also
5 undertake filings and remittances in connection with the employee's share of taxes on the wages portion
6 of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the
7 Settlement.

8 13. Attorneys' Fees and Costs. Class Counsel will request and Defendants will not oppose
9 attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$227,500.00
10 if the Total Settlement Amount is \$650,000.00) and reimbursement of actual costs and expenses
11 associated with Class Counsel's litigation and settlement of the Action, supported by declaration, in an
12 amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), both of which will be paid from the
13 Total Settlement Amount subject to Court approval. These amounts will cover any and all work
14 performed and any and all costs incurred by Class Counsel in connection with the litigation and
15 settlement of the Action, including without limitation all work performed and costs incurred to date,
16 and all work to be performed and all costs to be incurred in connection with obtaining the Court's
17 approval of this Settlement Agreement, including any objections raised and any appeals necessitated by
18 those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
19 compensation for tax purposes and for paying any taxes on the amounts received. With respect to the
20 Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to
21 utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles for Class
22 Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall
23 not be included within the Settlement Administration Costs. Defendants and Defendants' Counsel shall
24 not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles
25 for Class Counsel by the Settlement Administrator. Any portion of the requested Attorneys' Fees and
26 Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of
27 Settlement Class Members.

28 14. Enhancement Payment. In recognition of his efforts and work in prosecuting the Action,

Defendants agree not to oppose or impede any application or motion for an Enhancement Payment to Plaintiff in the amount of up to Ten Thousand Dollars (\$10,000.00). The Enhancement Payment, which will be paid from the Total Settlement Amount subject to Court approval, will be in addition to any Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is eligible to receive pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any and all taxes on the amounts received. Should the Court not approve the Enhancement Payment to Plaintiff, or approve it in an amount that is less than that set forth above, Plaintiff shall not have the right to revoke this Agreement, and it will remain binding, and the difference between the amount approved by the Court (if any) and the amount allocated toward the Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Seven Thousand Dollars (\$7,000.00). These costs, which will be paid from the Total Settlement Amount subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator, to undertake the requirement settlement administration duties, will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Forty Thousand Dollars (\$40,000.00) from the Total Settlement Amount will be allocated toward civil

penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$26,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$14,000.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on PAGA Pay Periods during the PAGA Period (i.e., the Individual PAGA Payment).

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks during the Class Period, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of PAGA Pay Periods during the PAGA Period as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the total number of PAGA Pay Periods of all PAGA Employees during the PAGA Period to yield the "PAGA Pay Period Value," and multiply each PAGA Employee's individual PAGA Pay Periods during the PAGA Period by the PAGA Pay Period Value to yield his or her Individual PAGA Payment.

19. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement

shall not in any way entitle Plaintiff, Settlement Class Members, or PAGA Employees to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendants to the Settlement Class Members and PAGA Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

20. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code section 2699(l)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court for preliminary approval.

21. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

22. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the United States Postal Service's National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via U.S. mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

c. Dispute Regarding Workweeks and/or PAGA Pay Periods. The Class Notice will include the procedure by which a Class Member and/or PAGA Employee may dispute the number of Workweeks and/or PAGA Pay Periods allocated to him or her by submitting a timely and valid

1 Workweeks Dispute. The date of the postmark on the return mailing envelope will be the exclusive
2 means to determine whether a dispute has been timely submitted. Absent evidence rebutting the
3 accuracy of Defendants' records and data as they pertain to the number of Workweeks and/or PAGA
4 Pay Periods to be credited to a disputing Class Member, Defendants' records will be presumed correct
5 and determinative of the dispute. The Settlement Administrator will evaluate the information and/or
6 documents submitted by the Class Member and the Settlement Administrator will resolve and determine
7 the number of Workweeks and/or PAGA Pay Periods that the disputing Class Member should be
8 credited with under the Settlement. The Settlement Administrator's decision on such disputes will be
9 final and non-appealable.

10 23. Settlement Checks.

11 a. The Settlement Administrator will be responsible for undertaking appropriate
12 deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to
13 the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA
14 Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement
15 Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one
16 check if the intended recipient for both payments is one individual.

17 b. The Settlement Administrator shall remit and report the applicable portions of the
18 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
19 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent
20 necessary to determine the amount of the payroll tax payment required

21 c. Each Individual Settlement Payment check and Individual PAGA Payment check
22 will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original
23 issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the
24 cancelation of checks issued to Settlement Class Members and PAGA Employees, shall be paid to the
25 California State Controller's Office Unclaimed Property Fund in the name and respective payment
26 amounts for the Settlement Class Members or PAGA Employees whose checks were canceled (i.e., in the
27 names of the original intended recipient of the funds), or to such other cy pres recipient designated by the
28 Court in its discretion in connection with the Court's consideration and approval of the Settlement.

1 Payment to the Cy Pres Recipient (if necessary) shall be made after the Court enters an order approving
2 the Parties' stipulation to amend the judgment, which Parties shall prepare and file in accordance with
3 California Code of Civil Procedure section 384.5, *et seq.*

4 d. The Settlement Administrator shall undertake amended and/or supplemental tax
5 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated
6 due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks.
7 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,
8 nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will
9 have claim preclusive impact with respect to them and all Settlement Class Members with respect to the
10 Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the
11 PAGA Employees with respect to the PAGA Settlement irrespective of whether their Individual PAGA
12 Payment checks are canceled.

13 24. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member
14 wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion
15 to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark
16 on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
17 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
18 Defendants' Counsel, the number of timely and valid Requests for Exclusion that were submitted, and
19 also identify the individuals who submitted them, in a declaration that is to be filed with the Court in
20 advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request
21 for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
22 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not
23 be issued an Individual Settlement Payment. All PAGA Employees will be bound by the PAGA
24 Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a
25 Request for Exclusion.

26 a. If more than five percent (5%) of the Class Members timely request to be excluded
27 from the Class Settlement, either party may withdraw from this Agreement within
28 seven (7) calendar days after the Response Deadline and written notice from the

1 Settlement Administrator of the final opt out rate. The withdrawing party shall
2 provide written notice of such withdrawal to the opposing counsel. The withdrawal
3 shall have the same effect as a termination of this Agreement for failure to satisfy a
4 condition of Settlement, and the Agreement shall become null and void and have no
5 further force or effect, and the withdrawing party will be responsible for any and all
6 Settlement Administration Costs incurred thus far

7 25. Procedures for Objecting to the Class Settlement. Class Members who have not opted
8 out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To
9 object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection
10 to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be
11 signed by the Settlement Class Member and contain all information required by Section 8w. of this
12 Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the
13 Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise
14 encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval
15 Order and Judgment. Settlement Class Members may also present their objection orally at the Final
16 Approval Hearing, irrespective of whether they submit a written Objection. The Settlement
17 Administrator will certify jointly to Class Counsel and Defendants' Counsel the Objections that were
18 timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in
19 advance of the Final Approval Hearing.

20 26. Reports by the Settlement Administrator Regarding Settlement Administration. The
21 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which
22 certifies: (a) the number of Class Members who have submitted Workweeks Disputes; (b) the number
23 of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number of Class
24 Members who have submitted timely and complete Objections; (d) the number of undeliverable Class
25 Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement Administrator will
26 provide to counsel for both Parties any updated reports regarding the administration of the Settlement
27 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
28 an individual or any other entity regarding inclusion in the Class and/or Settlement.

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2 27. Certification of Completion. Upon completion of administration of the Settlement, the
3 Settlement Administrator will provide a written declaration under oath to certify such completion to the
4 Court and counsel for all Parties.

5 28. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
6 Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety percent
7 (90%) penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and
8 the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form-
9 1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share
10 of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and
11 issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of
12 their Individual Settlement Share net of these taxes and withholdings). Each Individual PAGA Payment
13 will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099
14 (if applicable) by the Settlement Administrator.

15 29. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
16 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class
17 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
18 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
19 payroll taxes, contributions, and withholdings to the appropriate government authorities.

20 30. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
21 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications
22 to Class Members or PAGA Employees regarding the Settlement to constitute advice regarding taxes or
23 taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other
24 communication regarding the Settlement be relied on as such. Plaintiff, Settlement Class Members, and
25 PAGA Employees understand and agree that they will be solely responsible for correctly characterizing
26 any compensation received by them under the Settlement on their personal income tax returns and
27 paying any and all taxes due for any and all amounts paid to them under the Settlement.

28 31. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR

PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

32. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged.

33. Releases of Claims.

a. Class Settlement Release. Upon the Effective Date and full funding of the Total

1 Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for
2 Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released,
3 settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class
4 Claims.

5 b. PAGA Settlement Release. In addition, Plaintiff Jesse Snow, as a representative
6 of the State of California, and on behalf of the group of Aggrieved Employees, shall agree to release
7 any and all claims that could have been asserted by the Labor Commissioner against Planet Orange
8 Property Services, Inc. and Natural Orange, Inc. based on Labor Code sections §§ 201, 202, 203, 204,
9 210, 216, 223, 225.5, 226, 226.3, 226.7, 500, 510, 512, 558, 1174, 1174.5 1182.12, 1194, 1194.2, 1197,
10 1198 and 2802, the related IWC Wage Orders and any Labor Code violations raised in Plaintiff's PAGA
11 notice to the LWDA against Planet Orange Property Services, Inc. and Natural Orange, Inc..

12 c. Plaintiff's Release. Plaintiff individually agrees to release any and all claims
13 whatsoever regarding Plaintiff's employment and/or the termination of employment including, but not
14 limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits,
15 stock options, violation of any personnel policy, any claims based on discrimination, harassment,
16 unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any
17 common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory
18 of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any
19 Defendant's right to terminate the employment relationship, or any federal, state, or other governmental
20 statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the
21 fullest extent provided by law. Plaintiff shall be deemed to have, and by operation of the Judgment shall
22 have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights,
23 and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal
24 or state law that purports to limit the scope of a general release. Plaintiff has read Section 1542 of the
25 Civil Code of the State of California, which provides as follows:

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

Plaintiff understands that Section 1542 gives the right not to release existing claims of which each is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542, and elects to assume all risks for claims that now exist in their favor, known or unknown.

34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's motion for preliminary approval of the Settlement, and submit this Settlement Agreement to the Court in support of said motion. Defendants agree not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiff's motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval

Order and Judgment”), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Appointment of Plaintiff as representative of the Settlement Class;
- d. Appointment of Class Counsel as counsel for the Settlement Class;
- e. Approval of the application for Attorneys’ Fees and Costs to Class Counsel;
- f. Approval of the application for Enhancement Payment to Plaintiff;
- g. Directing Defendants to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- h. Entering judgment in this Action, while maintaining continuing jurisdiction to implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Effects of Termination of the Settlement. In the event that the Settlement Agreement is not approved by the Court, such a development shall have the following effects:

- a. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;
- b. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be offered into evidence in the Action or any other action for any purpose whatsoever; and
- c. Any documents generated to bring the Settlement into effect, will be null and void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

37. Escalator Clause. Defendants represent that through the date of mediation the Class Members worked a total of 13,541 total Workweeks. Should the total Workweeks worked by the Class Members during the Class Period exceed that amount by more than 10%, the Total Settlement Amount shall increase on a pro-rata basis equal to the percentage increase beyond 10%. (e.g., if the number of

1 Workweeks increases by 11%, the Total Settlement Amount will increase by 1%).

2 38. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
3 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
4 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
5 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
6 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

7 39. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
8 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
9 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

10 40. Limitation on Publicity. Plaintiff and Class Counsel agree not to issue press releases and
11 engage in any publicity regarding the Settlement, except as shall be contractually required to effectuate
12 the terms of the Settlement and respond to inquiries received from Class Members and PAGA
13 Employees. However, for the limited purpose of allowing Class Counsel to prove their experience and
14 adequacy as class counsel in other actions, Class Counsel may reference the Settlement in the Action
15 for such purposes. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures and
16 submissions required to be made to the LWDA in conformity with PAGA.

17 41. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
18 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
19 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section
20 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal
21 law, which provide that a written agreement is to be construed according to its terms and may not be
22 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
23 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This
24 Settlement Agreement contains the entire agreement between the Parties relating to the settlement and
25 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
26 representations, and statements, whether oral or written and whether by a Party or such Party's legal
27 counsel, are merged herein.

28 42. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the

1 Action (including, and not limited to, the deadline to bring the Action to trial under California Code of
2 Civil Procedure section 583.310), except such proceedings necessary to implement and complete the
3 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

4 43. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of
5 this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject
6 to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
7 will not constitute a waiver of any other provision.

8 44. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
9 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
10 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
11 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
12 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
13 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
14 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
15 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
16 provisions that otherwise might apply under state or federal law.

17 45. Signatories. It is agreed that because the members of the Class are so numerous, it is
18 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class
19 Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement
20 Class Members, and the release shall have the same force and effect as if this Settlement Agreement
21 were executed by each Settlement Class Member.

22 46. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
23 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

24 47. California Law Governs. All terms of this Settlement Agreement and attached exhibits
25 hereto will be governed by and interpreted according to the laws of the State of California.

26 48. Execution and Counterparts. This Settlement Agreement is subject only to the execution
27 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
28 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the

signature page, will be deemed to be one and the same instrument.

49. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, Released Class Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

50. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and enforceable.

51. Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the terms herein and agree to fully cooperate to implement the Settlement.

52. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or

proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

53. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

54. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

55. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full by the Parties with the assistance of their respective counsel.

56. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

57. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Ani Menedjian, Esq.
LAWYERS for JUSTICE, PC
450 North Brand Boulevard,
Suite 900
Glendale, California 91203

To Defendants:

Mollie Burks, Esq.
Sat Sang S. Khalsa, Esq.
Ryan J. Greenspan, Esq.
GORDON REES SCULLY
MANSUKHANI, LLP
275 Battery Street, Suite 2000
San Francisco, California 94111

58. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,

1 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
2 sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized
3 notice of the Final Approval Order and Judgment to the Class will be required.

4 59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
5 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
6 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
7 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
8 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
9 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
10 assistance of the Mediator and then the Court to resolve such disagreement.

11 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
12 Stipulation of Class and PAGA Settlement and Release between Plaintiff and Defendants:

13 **IT IS SO AGREED.**

14
15
16 **[SIGNATURES ON FOLLOWING PAGE]**
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PLAINTIFF JESSE SNOW

Electronically Signed 2025-11-06 18:31:38 UTC - 172.56.168.152

Lentix AssureSign® 0270-6c17-19-ace7-b38d01808ad5

11/06/2025
Dated: _____, 2025

Jesse Snow, Plaintiff

DEFENDANT PLANET ORANGE PROPERTY SERVICES, INC.

Dated: _____, 2025

Keeley Horton
On behalf of Planet Orange Property Services, Inc.

DEFENDANT NATURAL ORANGE, INC.

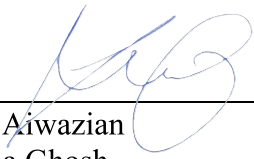
Dated: _____, 2025

Keeley Horton
On behalf of Natural Orange, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

11/06/2025
Dated: _____, 2025


Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
Ani Menedjian
Attorneys for Plaintiff and Proposed Class Counsel

GORDON REES SCULLY MANSUKHANI, LLP

Dated: _____, 2025

Mollie Burks
Sat Sang S. Khalsa
Ryan J. Greenspan
Attorneys for Defendants Planet Orange Property Services, Inc. and Natural Orange, Inc.

1 **PLAINTIFF JESSE SNOW**

2
3 Dated: _____, 2025

Jesse Snow, Plaintiff

5 **DEFENDANT PLANET ORANGE PROPERTY**
6 **SERVICES, INC.**

7 Dated: 11/3/2025, 2025

8 
Keeley Horton
On behalf of Planet Orange Property Services, Inc.

10 **DEFENDANT NATURAL ORANGE, INC.**

11 Dated: 11/3/2025, 2025

12 
Keeley Horton
On behalf of Natural Orange, Inc.

14 **APPROVED AS TO FORM:**

16 **LAWYERS for JUSTICE, PC**

17 Dated: _____, 2025

18 _____
Arby Aiwazian
19 Joanna Ghosh
Yasmin Hosseini
20 Ani Menedjian
Attorneys for Plaintiff and Proposed Class Counsel

22 **GORDON REES SCULLY MANSUKHANI, LLP**

23
24 Dated: _____, 2025

25 _____
Mollie Burks
26 Sat Sang S. Khalsa
Ryan J. Greenspan
Attorneys for Defendants Planet Orange Property Services,
27 Inc. and Natural Orange, Inc.

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Jesse Snow v. Planet Orange Property Services, Inc., et al.
Superior Court of California for the County of Santa Clara, Case No. 23CV419785

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the class settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Jesse Snow ("Plaintiff") and Defendants Planet Orange Property Services, Inc. and Natural Orange, Inc. (together, "Defendants") (Plaintiff and Defendants are together referred to as the "Parties") in the case entitled *Jesse Snow v. Planet Orange Property Services, Inc., et al.*, Superior Court of California for the County of Santa Clara, Case No. 23CV419785 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid employees who were hired by Defendants in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from July 28, 2019 through June 6, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"PAGA Employees" means all current and former non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"PAGA Period" means the time period from January 1, 2023 through June 6, 2025.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On July 28, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages against Defendants in the Santa Clara County Superior Court, Case Number 23CV419785 ("Action"). On March 28, 2025, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of his intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and the basis for those claims ("LWDA Notice"). On June 20, 2025, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, Labor Code § 2698, *et seq.* ("Operative Complaint").

Plaintiff alleges that Defendants violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct in violation of California Business & Professions Code section 17200, *et seq.* and engaged in conduct that gives rise to civil penalties

under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Jesse Snow as representative of the Class ("Class Representative"), and the following attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Ani Menedjian, Esq.
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object to or seek exclusion from the PAGA Settlement; all PAGA Employees will be bound by the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, the State of California, and/or PAGA Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, PAGA Employees, and the State of California. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Settlement Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in an amount up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$227,500.00 if the Total Settlement Amount remains \$650,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his services in the Action; (3) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) to the Settlement Administrator; and (4) PAGA Amount in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00), consisting of payment to the LWDA in the amount of Twenty Six Thousand Dollars and Zero Cents (\$26,000.00) for its 65% portion of the PAGA Amount ("LWDA Payment") and payment of Fourteen Thousand Dollars and Zero Cents (\$14,000.00) constituting 35% of the PAGA Amount ("PAGA Employee Amount") that is to be paid to the PAGA Employees on a *pro rata* basis based on PAGA Pay Periods during the PAGA Period (i.e., Individual PAGA Payment(s)).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendants as a non-exempt employee in the State of California at any time during the Class Period (“Workweeks”).

The Settlement Administrator has divided the estimated Net Settlement Amount by Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) wages, which will be reported on an IRS Form W-2, and ninety percent (90%) penalties and interest, which will be reported on an IRS Form 1099 (if required). Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”).

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 35% share of the PAGA Amount (i.e., \$14,000.00) payable to PAGA Employees (“Individual PAGA Payment(s)”) based on the number of paychecks a PAGA Employee received during the PAGA Period (“PAGA Pay Periods”).

The Settlement Administrator has divided the PAGA Employee Amount by the total number of PAGA Pay Periods of all PAGA Employees during the PAGA Period to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). PAGA Employees shall receive an Individual PAGA Payment and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, for which the Settlement Administrator will not deduct taxes or undertake withholdings, and which will be reported on an IRS Form 1099-MISC, if necessary. The employer’s share of taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) shall be paid by Defendants separately and in addition to the Total Settlement Amount.

If the Court grants final approval of the Settlement, within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting estimate of the amounts to be paid by Defendants pursuant to the terms of the Settlement. Within thirty (30) calendar days after the Effective Date, Defendants will fund the Settlement by making a one-time deposit of the Total Settlement Amount, plus an amount sufficient for the Employer Taxes.

Individual Settlement Payments will be mailed to Settlement Class Members and/or Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and/or PAGA Pay Periods Based on Defendants’ Records

According to Defendants’ records, you have been credited with [REDACTED] Workweeks during the Class Period, i.e., from July 28, 2019 through June 6, 2025.

According to Defendants’ records, you have been credited with [REDACTED] PAGA Pay Periods during the PAGA Period, i.e., from January 1, 2023 through June 6, 2025.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you may submit your dispute by way of written letter (“Workweeks Dispute”) that is sent to the Settlement Administrator. The Workweeks Dispute must: (a) contain the case name and number of the Action; (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number to be credited to you; (e) include information and/or

attach documentation demonstrating the number of Workweeks and/or PAGA Pay Periods that you contend should be credited to you are correct; and (f) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you during the Class Period and your estimated Individual PAGA Payment is based on the number of PAGA Pay Periods credited to you during the PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, as a representative of the State of California, and on behalf of the group of Aggrieved Employees, shall agree to release any and all claims that could have been asserted by the Labor Commissioner against Planet Orange Property Services, Inc. and Natural Orange, Inc. based on Labor Code sections §§ 201, 202, 203, 204, 210, 216, 223, 225.5, 226, 226.3, 226.7, 500, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198 and 2802, the related IWC Wage Orders and any Labor Code violations raised in Plaintiff's PAGA notice to the LWDA against Planet Orange Property Services, Inc. and Natural Orange, Inc.

"Released Class Claims" means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each participating class member had, now has, or may hereafter claim to have against the Released Parties and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiff's Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law during the Class Release Period, including Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and the related IWC Wage Orders and Business & Professions Code §§ 17200, *et seq.* claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to timely pay employees upon separation or discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to reimburse necessary business expenditures, (4) failure to provide meal or rest periods of compensation in lieu thereof, (5) failure to provide accurate itemized wage statement, (6) all related violations of the applicable Wage Orders; (7) all related violations of California's unfair competition law; and (8) interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action.

"Released PAGA Claims" means any and all claims for civil penalties under California Labor Code § 2698, *et seq.* ("PAGA"), arising out of the facts alleged in the LWDA Notice and Operative Complaint, arising during the PAGA Period, for violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197,

1197.1, 1198, 2800, and 2802 for (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802, and (10) all related violations of the applicable Wage Orders.

“Released Parties” means Defendants Planet Orange Property Services, Inc., and Natural Orange, Inc., and their respective agents, officers, executive-level-employees, directors, owners, subsidiaries, DBA’s, affiliates and parent companies.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$227,500.00, if the Total Settlement Amount remains \$650,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (together, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and the State of California with respect to PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Employees of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Parties of the Released Class Claims described in Section III.D above.

If you are PAGA Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and/or PAGA Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written letter (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you do not wish to be included in the Class Settlement; and (e) be submitted by mail to the Settlement Administrator, postmarked **no later than [Response Deadline]** at the following address:

[Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. However, consistent with applicable law, PAGA Employees may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

The Objection must: (a) contain the case name and number of the Action; (b) contain your full name, address, telephone number, and last four digits of your Social Security Number; (c) clearly state all grounds for the objection accompanied by any legal or factual support for such objection; (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; (f) be signed by you; and (g) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 7 of the Santa Clara County Superior Court, located at the Old Courthouse, 191 North First Street, San Jose, California 95113, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Instructions are provided by the Court at: <https://santaclara.courts.ca.gov/online-services/remote-hearings>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records filed in the Action online at https://www.sccscourt.org/online_services/case_info.shtml, or by visiting the office of the Clerk of the Superior Court for the State of California County of Santa Clara, located at 191 North First Street, San Jose, California 95113, during business hours.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.