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Attorneys for Plaintiff, MERCY HUBBARD

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MERCY HUBBARD,

Plaintiff,

v.

PURELY STORAGE, INC., R&B STORAGE,
LP, DOUGLAS RIDGE LLC dba DR
STORAGE, BARBER FAIRFIELD
MANAGEMENT COMPANY, LLC,
BRADLEY LUND, RONALD L. BARBER,
JOHN TANNER, and DOES 1 through 20,
inclusive,

Defendants.

Case No.: 30-2022-01293900-CU-OE-CXC

Hon. Randall J. Sherman
Dept. CX-105

**STIPULATION BY ALL PARTIES
FOR ORDER APPROVING
SETTLEMENT PURSUANT TO
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS' GENERAL
ACT AND ENTERING JUDGMENT;
[PROPOSED] ORDER**

Complaint Filed: November 28, 2022

Trial Date: Not Set

Plaintiff MERCY HUBBARD
STORAGE, LP, DOUGLAS RIDGE LLC (“Plaintiff”) and PURELY STORAGE, INC., R&B
dba DR STORAGE, BARBER FAIRFIELD
MANAGEMENT COMPANY, LLC, BRADLEY LUND, RONALD L. BARBER, JOHN
TANNER (“Defendants”) (collectively, “the Parties”), by and through their respective
counsel of record, hereby stipulate as follows:

1 **WHEREAS**, on or about August 26, 2022, Plaintiff by and through Plaintiff's
2 counsel, sent a notice to the California Labor Workforce Development Agency ("LWDA")
3 and to Defendants (the "PAGA Notice") alleging that Defendants engaged in violations of
4 the California Labor Code and California Wage Orders, seeking civil penalties pursuant to
5 the California Labor Code Private Attorneys' General Act ("PAGA");

6 **WHEREAS**, on or about November 28, 2022, Plaintiff filed a Complaint in the
7 California Superior Court for the County of Orange entitled Mercy Hubbard v. Purely
8 Storage, Inc., et al., Case Number 30-2022-01293900-CU-OE-CXC (the "Action") alleging
9 individual employment claims and seeking civil penalties pursuant to the PAGA;

10 **WHEREAS**, for purposes of this PAGA Agreement, the alleged aggrieved
11 individuals ("Aggrieved Employees") are defined as all individuals who performed store
12 manager work for or on behalf of Defendants, namely those individuals with the job title of
13 "Store Manager," from the time period within one year prior to filing the Lawsuit through
14 and including the date of execution of this Agreement;

15 **WHEREAS**, Defendants have materially represented that there are 58 such aggrieved
16 employees that meet the above definition;

17 **WHEREAS**, Defendants vigorously dispute and deny the allegations and various
18 causes of action asserted in the Action, including, without limitation, Plaintiff's and the
19 Aggrieved Employees' claim for civil penalties pursuant to PAGA;

20 **WHEREAS**, the Parties engaged in an informal exchange of information. The Parties
21 have also conducted extensive independent investigation and evaluations of the claims and
22 defenses in this matter;

23 **WHEREAS**, according to the PAGA Settlement Agreement, Plaintiff's "PAGA
24 Claims" are defined as any and all claims for civil penalties pursuant to PAGA based on the
25 allegations in Plaintiff's Complaints and/or PAGA Notices, broadly construed, including, but
26 not limited to, civil penalties based on or arising from California Labor Code Sections 201,
27 202, 203, 218, 218.5, 226, 226.3, 510, 1194, 1194.2, 1198, and 2802, California Business
28 and Professions Code Section 17200 *et seq.*, and the California Wage Orders, whether known

1 or unknown, suspected or unsuspected, concealed or hidden, that were alleged in the Action
2 and/or the PAGA Notice, or that could have been alleged in the Action and/or PAGA Notices,
3 which Plaintiff and any Aggrieved Employee have or had at any time through and including
4 the Approval Date, against any of the Releasees identified in the PAGA Settlement
5 Agreement. A true and correct copy of the PAGA Settlement Agreement is attached hereto
6 as **Exhibit A**, and its defined terms are hereby incorporated by reference;

7 **WHEREAS**, California Labor Code Section 2699(l)(2) requires that this Court
8 review and approve any settlement pursuant to PAGA;

9 **WHEREAS**, the Parties' PAGA Settlement Agreement contemplates:
10 (a) issuance of a Court order approving the PAGA Settlement; (b) discharge of Releasees
11 from and with respect to Plaintiff's PAGA Claims; (c) release by Plaintiff, the State of
12 California, and all Aggrieved Employees with respect to the PAGA Claims; and (d) barring
13 and enjoining Plaintiff, the State of California, and all Aggrieved Employees from instituting
14 or prosecuting, either directly or indirectly, individually, collectively, and/or
15 representatively, any and all PAGA Claims, such that the PAGA Settlement Agreement may
16 be pleaded by any Releasee as a full and complete defense to, and may be used as the basis
17 for an injunction against, any action, suit or other proceeding that has been or may be
18 instituted, prosecuted or attempted, asserting any PAGA Claims;

19 **WHEREAS**, the Parties recognize that the issues presented in the Action are likely
20 only to be resolved with extensive and costly discovery, pretrial and trial proceedings, and
21 that further litigation will cause inconvenience, distraction, disruption, delay and expense
22 disproportionate to the potential benefits of litigation. The Parties have taken into account
23 the risk and uncertainty of the outcome inherent in any litigation;

24 **WHEREAS**, based on their own independent investigations and evaluations, the
25 Parties and their respective counsel are of the opinion that the settlement of the PAGA Claims
26 on the terms set forth in the PAGA Settlement Agreement are fair, reasonable and adequate
27 and is in the best interests of the Parties, the LWDA, and Aggrieved Employees in light of
28 all known facts and circumstances and the risks inherent in litigation;

1 **WHEREAS**, the Parties recognize that this Court may, pursuant to California Labor
2 Code Section 2699(e)(2), award a lesser amount than the maximum civil penalty amount
3 permitted under PAGA if, based on the facts and circumstances of the particular case, to do
4 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory;

5 **WHEREAS**, the counsel for Plaintiff and Defendants hereby attest that herein that they have
6 no knowledge of any other class action or PAGA lawsuits pending against Defendants for any or all
7 of the labor law violations asserted in this action;

8 **WHEREAS**, the Parties have provided a copy of this Joint Stipulation and the
9 proposed PAGA Settlement Agreement to the LWDA in accordance with Labor Code
10 Section 2699(l)(2), and a proof of service to the LWDA is attached hereto as **Exhibit B**;

11 **WHEREAS**, the Parties have prepared an objectively worded cover letter to be sent
12 to the aggrieved employees with their penalty checks to explain the purposes of the checks,
13 which is attached hereto as **Exhibit C**:

14 **WHEREAS**, in consideration of the terms and conditions set forth in the PAGA
15 Settlement Agreement, the Parties agree to be bound to the terms and conditions set forth in
16 the PAGA Settlement Agreement, including that:

17 Within thirty (30) calendar days after the Approval Date, the Company shall
18 pay the total sum of Sixty-Five Thousand Dollars (\$65,000.00) (the “Settlement Sum”) on
19 account of disputed and alleged civil penalties as follows:

20 A. Twenty-Five Thousand Dollars (\$25,000) of the Settlement Sum of
21 \$65,000.00, shall be paid to Plaintiff and her counsel, Bana Legal Group, P.C., for Plaintiff’s
22 individual claims against Defendants, including Plaintiff’s attorney’s fees and costs;

23 B. The remaining balance after deducting the amount being paid to
24 Plaintiff and her counsel for Plaintiff’s individual claims, attorneys’ fees, costs and expenses,
25 \$40,00.00 (the “Net Settlement Amount”) shall be distributed as follows:

26 i. Seventy-Five Percent (75%) of the Net Settlement Amount,
27 \$30,000.00 shall be made payable to Plaintiff’s counsel, who shall prepare a check in the
28 same amount, payable to the LWDA, and mail it directly to the LWDA within 10 days of

1 receipt of such payment from Defendant. This represents civil penalties payable to the
2 LWDA under the PAGA, Labor Code section 2698, *et seq.*;

3 ii. Twenty Five Percent (25%) of the Net Settlement Amount,
4 \$10,000.00, (the “Aggrieved Employee Amount”) shall be paid to the 58 Aggrieved
5 Employees, which represents civil penalties allegedly owed on the PAGA Claims during the
6 PAGA Period as follows: a) each of the fifty-eight (58) Aggrieved Employees who were
7 classified as employees shall be paid \$172.41 each;

8 Defendants’ counsel, Lawrence W. Miles, Jr., shall be the Settlement
9 Administrator. All checks to Aggrieved Employees will be sent by the Settlement
10 Administrator or his designee to each Aggrieved Employees’ last known address on file with
11 Defendants and shall remain valid and negotiable for 120 days from the date of their issuance
12 to Aggrieved Employees. If any checks are returned as undeliverable, the Settlement
13 Administrator shall make reasonable efforts to obtain an updated address and reissue a check
14 to that Aggrieved Employee. All funds not claimed within 120 days of the initial mailing
15 shall be redistributed equally to the Aggrieved Employees who did cash their initial checks.

16 To help facilitate the settlement of this matter, the Parties request the Court to
17 refund \$9,000 of the \$10,000 filing fee to Defendants since the filing fee is excessive in light
18 of the prompt settlement of this matter.

19 This Court shall retain jurisdiction to enforce the terms of the PAGA
20 Settlement Agreement pursuant to California Code of Civil Procedure Section 664.6; and

21 Subject to the Court’s approval and order based upon this Stipulation, the
22 Parties shall bear their own respective costs and attorneys’ fees, except as otherwise provided
23 in the PAGA Settlement Agreement;

24 **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA
25 Settlement set forth in the PAGA Settlement Agreement.

DATED: October 12, 2023

BANA LEGAL GROUP, P.C.

By: *Eli Banayan*
Eli Banayan, Esq.

Koorosh Banayan, Esq.

Attorneys for Plaintiff

DATED: October 12, 2023

MILES MCLEOD

Lawrence
W. Miles, Jr.

Digitally signed by: Lawrence W.
Miles, Jr.
DN: CN = Lawrence W. Miles, Jr.,
email = larry@milesfirm.com
US O = Miles McLeod Law Firm
Date: 2023.10.12 13:11:43 -07'00'

By: _____

Lawrence W. Miles, Jr., Esq.

Attorneys for Defendants

[PROPOSED] ORDER

Upon good cause being shown as set forth in the stipulation of legal counsel for the parties, the Court hereby adopts the Stipulation. The Court orders the Clerk of the Court to refund to the Defendants the sum of \$6,000 ~~\$9,000~~ from Complex filing fees paid by defendants, payable to the Miles McLeod Law Firm Attorney-Client Trust Account for distribution to defendants.

It is further ordered that a Final Report Hearing is set for May 24, 2024 at 10:00 a.m., to confirm that distribution efforts are fully completed. All supporting papers must be filed at least 16 days before the Final Report Hearing date.

IT IS SO ORDERED.

DATED: **October 13, 2023**

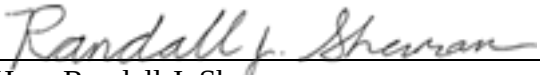

Hon. Randall J. Sherman
Judge of the Orange County Superior Court

EXHIBIT A

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement and Release Agreement (“Agreement”) is entered into as of the date this Agreement, signed by and among PURELY STORAGE, INC., R&B STORAGE, LP, DOUGLAS RIDGE LLC dba DR STORAGE, BARBER FAIRFIELD MANAGEMENT COMPANY, LLC, BRADLEY LUND, RONALD L. BARBER, and JOHN TANNER, (“Defendants” or “Company”), on the one hand, and MERCY HUBBARD (“Employee” or “Plaintiff”), an individual on behalf of herself and Similarly Aggrieved Employees, as defined herein, on the other hand. Defendant and Employee are sometimes collectively referred to herein as “Parties,” or “Party” in the singular to refer to any one of them.

RECITALS

A. WHEREAS, Employee was hired by PURELY STORAGE, INC., R&B STORAGE, LP, DOUGLAS RIDGE LLC dba DR STORAGE (hereinafter referred to as the “Company”) in or about November 5, 2021 in the position of a manager;

B. WHEREAS, Employee was employed by Defendant whereby employment was “at-will;”

C. WHEREAS, Employee’s employment with Defendant ended on or about June 25, 2022;

D. WHEREAS, on or about August 26, 2022, Employee filed a letter (“PAGA Notice Letter”) with California’s Labor and Workforce Development Agency (“LWDA”) relating to the claims and Labor Code violations alleged in the Lawsuit against Defendant;

E. WHEREAS, on November 28, 2022, Employee filed an individual and representative action in the Superior Court for the County of Orange, entitled MERCY HUBBARD; v. Purely Storage, Inc., et al.; Case No. 30-2022-01293900-CU-OE-CX(C“Lawsuit”). Employee filed a First Amended Complaint on January 4, 2023. The Lawsuit alleges causes of action for: (1) failure to pay all wages due upon termination (Cal. Lab. Code §§ 201-203); (2) failure to pay all wages earned (Cal. Lab. Code § 201-202, 218, 218.5, 1194, 1194.2, 1198); (3) failure to pay overtime compensation (Cal. Lab. Code § 1198); (4) failure to furnish accurate wage and hour statement (Cal. Lab. Code § 226); (5) violation of California’s Unfair Competition Act (Bus. & Prof Code § 17200 et seq.); (6) Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.; (7) failure to reimburse employee expenses (Cal. Lab. Code § 2802);

F. WHEREAS, Defendants deny all liability and/or wrongdoing asserted against it by Employee in the Lawsuit, PAGA Notice Letter, or otherwise, and deny that they have committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct whatsoever;

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G. WHEREAS, the Parties, in order to avoid the uncertainty, delay, and expense of litigation, desire to settle fully and finally any and all claims, known or unknown, which the Employee has or may have against Defendant;

H. WHEREAS, the Parties participated in direct negotiations and a settlement in principle was reached and accepted by all Parties, the material terms of which are encompassed within this Agreement, arrived at after arms-length negotiations;

I. WHEREAS, the Parties understand, acknowledge, and agree that this Agreement constitutes a final and complete settlement and resolution of Employee's individual claims and representative PAGA claim and that this Agreement provides a fair, adequate, and reasonable resolution of Employee's representative PAGA claim; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions

- a. The term “**Agreement**” means this Settlement and Release Agreement.
- b. The term “**Employee**” means MERCY HUBBARD, on behalf of herself, her successors, assigns, representatives, heirs, attorneys.
- c. The term “**Defendants**” means PURELY STORAGE, INC., R&B STORAGE, LP, DOUGLAS RIDGE LLC dba DR STORAGE, BARBER FAIRFIELD MANAGEMENT COMPANY, LLC, BRADLEY LUND, RONALD L. BARBER, and JOHN TANNER.
- d. The term “**Employee's Releasees**” means Defendants and Managed Companies, and each of Defendants' and Managed Companies' owners, shareholders, predecessors, successors, assigns, agents, directors, officers, employers, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and all persons acting by, through, under or in concert with any of them.
- e. The term “**Lawsuit**” means the action filed by Employee in the Superior Court for the County of Orange, entitled MERCY HUBBARD v. PURELY STORAGE, INC., R&B STORAGE, LP, DOUGLAS RIDGE LLC dba DR STORAGE, BARBER FAIRFIELD

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MANAGEMENT COMPANY, LLC, BRADLEY LUND, RONALD L. BARBER, JOHN TANNER; and DOES 1 through 20, inclusive; Case No. 30-2022-01293900-CU-OE-CXC.

f. The term “**Court**” means the Superior Court for the State of California, County of Orange, including Department CX-105, and any appellate court which may review this Agreement or any orders entered into by the trial court related to the Parties’ settlement or this Agreement. Court also means any other court and/or department that may gain jurisdiction over the Lawsuit.

g. The term “**PAGA**” means the California Labor Code Private Attorneys General Act of 2004, as amended (Labor Code §§ 2698 *et seq.*);

h. The term “**PAGA Notice Letter**” means the letter dated August 26, 2022, and any subsequent amendments, filed by Employee with the LWDA with respect to claims and Labor Code violations alleged in the Lawsuit;

i. The term “**Gross Settlement Sum**” means the amount Defendant shall have to pay in connection with the settlement of the Lawsuit, which shall be inclusive of attorneys’ fees and costs, and individual settlement payments to Employee, including without limitation, all monies claimed for unpaid wages, penalties, amounts due to the State of California pursuant to PAGA and any sums claimed or that may be claimed with respect to Employee's Released Claims. Subject to Court approval of this Agreement, the Gross Settlement Sum Defendants shall be required to pay is Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00).

j. The term “**Payment**” means all payments constituting the Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00) Gross Settlement Sum, to be paid by Defendant pursuant to the terms of this Agreement as set forth in Sections 2 and 3 of this Agreement.

k. The term “PAGA Members” or “**Similarly Aggrieved Employees**” means the 58 individuals who performed store manager work for or on behalf of Defendants or the Managed Companies, namely those individuals with the job title of “Store Manager Employees,” from the time period within one year prior to filing the Lawsuit through and including the date of Court Approval of this Agreement.

l. The term “**Managed Companies**” means the California companies that have management contracts with defendant Purely Storage, Inc. as set forth in Exhibit A.

1. **Court Approval.** This Agreement is expressly conditioned upon final approval by the Court, pursuant to California Labor Code section 2699(1)(2). The Parties agree to cooperate and use their best efforts to submit a Motion or Stipulation for Court approval of this Agreement and timely provide requisite notice to the LWDA. The Parties

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agree that a copy of this Agreement will be included in any stipulation or motion to obtain Court approval of this settlement. Each Party unilaterally reserves the right to withdraw from this Agreement if the Court, the LWDA or any administrative agency acting within its authority, in any way modifies or fails to approve of the Gross Settlement Sum or any material term(s) of this Agreement. In such an event, Defendant shall have the first right to agree to tender additional payment of any necessary increased amount as may be required to obtain Court approval before any Party may invoke the right to withdraw from this Agreement. The exercise of such right by Defendant shall not reduce the Gross Settlement Sum payable to Plaintiff. An order or ruling of the Court disapproving this Agreement on the basis of requiring submission of supplemental briefs to clarify a point of law, provide additional facts, or cure evidentiary defects shall not be grounds for any Party to unilaterally withdraw from this Agreement, provided the material terms of this Agreement remain unaffected. The parties understand and agree that this settlement agreement and subsequent Motion or Stipulation for Court approval of this Agreement shall be submitted to the LWDA and the Court.

a. Request for Abatement of Court Filing Fees. To facilitate and encourage this Settlement and in the interest of justice, the Motion for Court approval shall request that the Court abate Defendants' \$10,000 filing fee to file an Answer in this case to \$1,000. Any abatement ordered by the Court shall be refunded to Defendants.

2. **Settlement Amount.** As consideration for the promises and undertakings herein, and expressly conditioned on the Court's final approval of this Agreement, Defendant shall pay the Gross Settlement Sum of Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00), which will be paid as set forth and apportioned below:

PAGA Penalties

a. Defendant agrees to pay Forty Thousand Dollars (\$40,000) in settlement of the alleged Private Attorneys General Act ("PAGA") violations and claims alleged in the Lawsuit. California Labor Code section 2699(i) requires that any settlement under this section shall be distributed as follows: 75% to the LWDA for enforcement of labor laws and education of employers, and 25% to Similarly Aggrieved Employees. Thirty Thousand Dollars (\$30,000.00) will be paid to the LWDA by Plaintiff's counsel and the remaining Ten Thousand Dollars (\$10,000.00) shall be distributed by Defendants to the Similarly Aggrieved "Store Manager Employees," including Plaintiff as follows:

(i) Each of the 58 Similarly Aggrieved Employees shall receive an equal payment of the \$10,000, or \$172.41.

(ii) Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Defendants shall direct all unclaimed funds to the

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California Department of Industrial Relations Unpaid Wage Fund in the name of the Aggrieved Employee to whom the check was issued.

(iii) Because the PAGA payment is in the nature of a statutory penalty, as provided for in Labor Code section 2699(i), these payments shall not be subject to withholding. Counsel for Employee shall prepare a motion or stipulation seeking approval of the settlement agreement as to the PAGA claim, which shall be filed by November 15, 2023. If the court declines to approve the PAGA settlement, the Parties shall work together in good faith to address the court's concerns. This Agreement shall be deemed void absent court approval of the settlement agreement as to the PAGA claim, and payment of the Settlement Payment shall be contingent upon court approval of the settlement as to the PAGA claim.

Attorney's Fees, Costs, and Employee's Settlement Amount

b. Defendant shall issue a check made payable to "Bana Legal Group, P.C. Trust Account" in the amount of \$55,000, representing the Gross Settlement Amount less the amount that Defendants shall pay to the Similarly Aggrieved Employees, as set forth below in Section 3. The \$55,000 is inclusive of the \$30,000 LWDA Payment, Plaintiff's individual claims and Plaintiff's counsel's attorney's fees and costs.

3. Method and Timing of Settlement Payment.

a. Employee's counsel shall be responsible for preparing the check in the amount of \$30,000.00 made payable to the LWDA and mailing said check directly to the LWDA within ten (10) days after receipt of the payment from Defendant's counsel. Employee's counsel shall file with the Court proof of payment to LWDA. Defendant's counsel shall administer the PAGA checks to the aggrieved employees in accordance with the terms of this Settlement Agreement.

b. All payments to Employee's counsel as set forth in Section 2 shall be delivered, to Employee's counsel, Eli Banayan, Bana Legal Group, P.C., 10250 Constellation Blvd., Suite 100, Los Angeles, CA 90067.

e. Defendant's counsel shall make payments to Employee's counsel, "Bana Legal Group, P.C.", pursuant to Section 3 of this Agreement, via US Fedex Overnight Mail within ten (days) of Court approval and receipt from Employee's counsel of IRS Form W-9 to Defendant's counsel. IRS Form 1099 shall be issued to Bana Legal Group, P.C.

f. In the event that any State or Federal taxing agency determines that said sum, or any part thereof, is taxable income, it shall be solely Employee's responsibility to pay any and all assessed taxes. Employee shall hold the Company harmless to the fullest extent

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possible pursuant to law and indemnify the Company concerning the tax consequences, if any, to the fullest extent possible.

4. Dismissal. Employee shall file a Request for Dismissal of the Lawsuit in its entirety with Prejudice within Fourteen (14) days after Court approval of the PAGA settlement, Plaintiff's counsel's payment of PAGA penalties per Section 2(a) to LWDA, and receipt and/or clearance of full Payment of the Gross Settlement Sum, whichever is the later date. Until such time as the Dismissal is entered by the Court, the Court shall have continuing jurisdiction pursuant to California Code of Civil Procedure §664.6 to enforce the terms of this Agreement.

5. Tax Treatment. The Parties understand and agree that no Party makes any representations, warranties, or agreements concerning any tax treatment of the Gross Settlement Sum or any portion of the Gross Settlement Sum. The Parties to this Settlement Agreement, and each of them, understand and agree that they will each be responsible for the payment of any and all taxes, assessments, or other financial obligations, whether federal, state, or local, which they owe or may come to owe in connection with the Gross Settlement Sum.

6. General Release of Claims by Employee.

a. As a material inducement to Defendants to enter into this Agreement, Employee hereby irrevocably and unconditionally releases, acquits, and forever discharges, Defendant, BARBER FAIRFIELD MANAGEMENT COMPANY, LLC, BRADLEY LUND, RONALD L. BARBER, JOHN TANNER, and the Employee Releasees Defendants and the Managed Companies from any and all claims, causes of action, demands, damages, penalties, debts, costs, charges, complaints, actions, obligations, liabilities or other legal responsibilities of any kind, known or unknown, which Employee has or may have prior to the date of Employee's execution of this Agreement including but not limited to those which are in any way based on, arising out of, or pertaining to the Lawsuit, whether they were asserted or reasonably could have been asserted in the operative complaint filed in the Lawsuit, including, without limitation, any claims, whether known or unknown, that Employee may have arising under any foreign, federal, state or local constitution, statute, ordinance, regulation, or common law, including, but not limited to, those arising under the California Labor Code, the California Government Code, the Orders of the California Industrial Welfare Commission regulating wages, hours and working conditions, the California Business & Professions Code, the Americans with Disabilities Act, Title VII of the Civil Rights, the Equal Pay Act, the Family and Medical Leave Act, the Fair Credit Reporting Act and similar state and local statutes and regulations including without limitation the California Consumer Credit Reporting Agency Act, the California Family Rights Act, the Employees Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act, and any other foreign, federal, state or local law prohibiting employment discrimination or otherwise regulating employment; any claim or claims for discrimination, failure to prevent discrimination, retaliation, failure to prevent retaliation, whistleblowing, harassment, failure to prevent

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harassment, failure to accommodate, failure to engage in the interactive process, assault, battery, misrepresentation, fraud, deceit, conversion, concealment, invasion of privacy, breach of contract, breach of quasi-contract, breach of implied contract, wrongful or constructive discharge, public policy wrongful discharge, breach of the covenant of good faith and fair dealing, libel, slander, defamation, negligent or intentional infliction of emotional distress, violation of public policy, negligent supervision, negligent retention, negligent hiring, negligent misrepresentation, negligence, unfair business practices, promissory estoppel, negligent interference with business opportunity or with contracts, interference with business opportunity or with contracts, and any claim or claims for bonuses, commissions, sick pay, retirement pay, holiday pay, wages, premiums, statutory or civil penalties, reimbursement for business expenses, reimbursement of health or medical costs, pension, retirement or 401(k) contributions or any other employee benefit that reasonably could have been asserted in the Lawsuit (collectively, "Employee's Released Claims"). However, Employee's Released Claims shall not include any claim or claims that may not be legally released or waived. Employee promises not to bring suit against Defendants or the Managed Companies at any time in any capacity, including acting as an Aggrieved Employee in a PAGA lawsuit.

b. Unknown Claims: As part of the foregoing general release of claims, Employee expressly waives all of his rights under Section 1542 of the California Civil Code, which states:

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

Employee acknowledges, understands and agrees that he may later discover claims or facts in addition to or different from those which he now knows or believe to be true with respect to the subject matters of this Agreement, but that it is nevertheless her intention by signing this Agreement to fully, finally and forever release any and all claims whether now known or unknown, suspected or unsuspected, which now exist, may exist, or previously have existed as set forth herein.

7. Authorization. Each of the Parties hereto represents and warrants that such Party has the requisite power and authority and has taken all actions necessary to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform their obligations hereunder, and no other proceedings on their part are necessary to authorize this Agreement. If any additional acts are required to consummate the transactions contemplated hereby and/or to perform any Party's obligations hereunder, each Party covenants in good faith

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to perform such additional acts and execute any necessary documents as may be reasonably necessary to give effect to the terms of this Agreement.

8. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, shall be deemed, or be construed, as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

9. Independent Judgment. Each Party represents that in executing this Agreement it, he, or she is relying solely on its, his or her own judgment, belief and knowledge and upon the advice and recommendation of its, his, or her respective counsel concerning the nature, extent and duration of its, his, or her rights and obligations deriving from this Agreement. The Parties acknowledge that they have been represented by their own legal counsel in connection with the negotiation and drafting of this Agreement and they have each entered into this Agreement after consulting with their legal counsel.

10. Interpretation. This Agreement shall be interpreted simply and fairly and not strictly in favor of or against any Party. To this end, the Parties agree that the terms of this Agreement are the product of an arm's length negotiation.

11. Governing Law. This Agreement has been negotiated, executed, and delivered and shall be performed in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California. This Agreement is binding upon Court approval and may be enforced by a motion under Code of Civil Procedure section 664.6 or by any other procedure permitted by law.

12. Costs and Expenses. Each Party shall bear their own attorney's fees and costs in connection with the Lawsuit, except as provided for herein with respect to the payment apportioned to Employee's attorneys.

13. Ownership of Claims. Employee hereby represents and warrants that she now holds all right, title to and interest in the Employee's Released Claims, and that she has not assigned or otherwise transferred any right, title or interest in any of the Employee's Released Claims, and hereby covenants that she will not assign or otherwise transfer any right, title or interest in any of the Employee's Released Claims.

14. Successors and Assigns. The obligations and duties of this Agreement shall be binding upon the Parties, their successors and permitted assigns, and the rights of this Agreement shall inure to the benefit of successors and permitted assigns.

15. Severability. Except as to the requirement for Court approval of the PAGA settlement which, if denied by the Court, shall render this Agreement null and void: If any clause or provision of this Agreement is declared illegal, invalid or unenforceable under present

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or future laws effective during the term hereof, it is the intention of the Parties hereto to reach an agreement as to terms that will lawfully carry out the intended purpose of any such clause or provision, and to take such action as may be necessary to do so. The Parties further intend that the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

16. No Admission. Each Party acknowledges that the others are entering into this Agreement only for the reasons stated in the Recitals and doing so shall not be deemed or construed at any time for any purpose as an admission by any Party of wrongdoing, or any evidence of liability or unlawful conduct of any kind. The above-recited consideration is solely for the purpose of resolving any and all controversies and disputes, known and unknown, among the Parties.

17. Final Agreement. This Agreement is the complete, final and exclusive statement of the Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions, whether written or oral, between the Parties with respect to the subject matter covered hereby. Any modification, alteration or amendment of this Agreement shall be void and have no force or effect unless it is in writing and signed by Employee and an authorized officer of Defendant.

18. Finality of Agreement. Each of the Parties has been given a reasonable opportunity to consider the Agreement, are fully advised as to the finality of said Agreement and intend to be bound by it. The Parties recognize that they may be mistaken as to the facts or law upon which they may be relying in executing this Agreement and settling their disputes and that such facts or law may be other than or different from their present beliefs. Nonetheless, the Parties hereto, in order to resolve this matter, intend to and do hereby waive any and all claims, demands and causes of action, as heretofore described, whether such claims, demands and causes of action are known or unknown.

19. Counterparts. This Agreement may be executed and/or delivered in two or more counterparts, including but not limited to by facsimile transmission or e-mail of a scanned signature page, all of which together shall constitute a single instrument. Electronic, faxed, or scanned signatures shall have the force and effect of original signatures.

20. Interpretation and Construction. Each Party cooperated in the drafting and preparation of this Agreement with advice of counsel. This Agreement shall not be construed against any Party on the ground that it was the drafter of this Agreement or on any other grounds. The headings in the sections of this Agreement are for convenience only and shall not constitute a part hereof. Whenever the context so requires, the masculine shall include the feminine and the neuter, the singular shall include the plural, and conversely. All references to numbered sections contained herein refer to the sections of this Agreement unless otherwise

Settlement Agreement and General Release

Page 10

expressly stated. The terms and all parts of this Agreement shall in all cases be interpreted simply and according to their plain meaning and neither for nor against any Party hereto.

21. Further Acts. The Parties shall execute and deliver to each other all other and further documents and perform all other and further acts that may be reasonably necessary to effectuate or carry out the provisions of this Agreement.

22. Employee agrees not to make any negative or derogatory remarks or statements, whether orally, in writing or electronic means, about the Company, or about any employee, officer or director of the Company, including but not limited to statements on social media and the internet, such as Facebook, Instagram, Twitter, Snapchat, Indeed and any and all job posting sites. This Section does not, in any way, restrict or impede Employee from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. **Employee acknowledges and agrees that this is a material provision of this Agreement.**

23. Employee represents and agrees that she will keep the terms, amount and fact of this agreement confidential, and will keep her claims and allegations against the Defendants confidential. Employee further represents that she will not hereafter disclose any information concerning her claims or this Agreement to anyone, including, but by no means limited to, any past, present or prospective employee or applicant for employment of the Company. Nothing herein shall prevent Employee from disclosing any part of this Agreement or the information contained herein to her legal counsel, tax advisor, or spouse, so long as such disclosure is accompanied by a warning that the recipient must keep the information confidential. **Employee acknowledges and agrees that this is a material provision of this Agreement.**

24. The Company agrees to provide Employee with a neutral job reference for all written and telephone requests to include only the following: job title and dates of employment.

25. This Agreement will not be effective until it has been signed by all parties. This Agreement may be amended, changed, or modified only by a written document signed by all parties hereto. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the party against whom the waiver is to be enforced.

26. This Agreement may not be used in evidence in any proceedings of any kind, except in an action alleging a breach of this Agreement. The parties expressly agree to waive the provisions of California Evidence Code §1152 solely to the extent necessary to render this Agreement admissible in a proceeding to enforce the provisions hereof. It shall not be a breach

Settlement Agreement and General Release**Page 11**

of this Agreement for either party to comply with a valid court order or subpoena requiring the disclosure of any information about this Agreement, so long as, in the case of Employee, she notifies the Company of such court order, and allows it the opportunity to move to quash such order.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date first set forth below. EACH EMPLOYEE STATES THAT HE OR SHE HAS READ AND UNDERSTANDS THIS GENERAL RELEASE AND THAT HE OR SHE IS GIVING UP IMPORTANT RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY ARE EACH AWARE OF THEIR RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT AND HAVE DONE SO. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE SIGNED THIS SETTLEMENT AND RELEASE AGREEMENT KNOWINGLY AND VOLUNTARILY.

DATED: 9/28/2023

Plaintiff:

Mercy Hubbard
ID PbFX2ewKtTpTKZtpch7sDcrC

MERCY HUBBARD

DATED: 9/29/2023

Defendants:

DocuSigned by:
Ron Barber
2978B485E62A418...

RONALD L. BARBER

DATED: 10/5/2023

DocuSigned by:
Bradley Lund
4A605B5E51350490

BRADLEY LUND

DATED: 10/5/2023

DocuSigned by:
John Tanner
412E297421ED439...

JOHN TANNER

DATED: 10/5/2023

DocuSigned by:
John Tanner
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John Tanner

Settlement Agreement and General Release

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Its Authorized Representative on behalf of
DOUGLAS RIDGE LLC dba DR STORAGE

9/29/2023
DATED: _____

DocuSigned by:
Ron Barber
2978B485E62A418...

Ronald L. Barber
Its Authorized Representative on behalf of
R&B STORAGE, LP

9/29/2023
DATED: _____

DocuSigned by:
Ron Barber
2978B485E62A418...

Ronald L. Barber
Its Authorized Representative on behalf of
BARBER FAIRFIELD MANAGEMENT
COMPANY, LLC

10/5/2023
DATED: _____

DocuSigned by:
Bradley Lund
4A000BF313E9490...

Bradley Lund
Its Authorized Representative on behalf of
PURELY STORAGE, INC.

APPROVED AS TO FORM:

DATED: October 5, 2023

Eli Banayan

Eli Banayan, Esq.
Bana Legal Group, P.C.
Attorneys for Plaintiff
And Similarly Aggrieved Employees

9/29/2023
DATED: _____

DocuSigned by:
Lawrence W. Miles, Jr.
34C86ED6D9474F6

Lawrence W. Miles, Jr., Esq.
Miles McLeod, A Professional Law Corporation
Attorneys for Defendants

MANAGED COMPANIES

STORE	ENTITY
Atwater	R&B Storage, LP
Atwater2	Barber Storage, LLC
Atwater3	R&B Storage, LP
Avenal	Purely Storage Partners
Bakersfield	Barber Storage, LLC
Blythe	Barber Storage, LLC
Castro Valley	Key Lease Corp.
Delhi1	Barber Storage, LLC
Delhi2	Barber Storage, LLC
Hanford	Barber Storage, LLC
Lancaster	Purely Storage Partners
Lancaster2	R&B Storage, LP
Madera	Barber Storage, LLC
Merced	Barber Storage, LLC
Porterville	Barber Storage, LLC
Rocklin	R&B Storage, LP
Roseville	Douglas Ridge, LLC
Shafter	Purely Storage Partners
Shafter2	Barber Storage, LLC
Sonora	Sonora Storage, LLC
Tehachapi	LSF Properties of Tehachapi, LLC
Victorville	Barber Storage, LLC
Yucca Valley	R&B Storage, LP
Yucca Valley2	R&B Storage, LP

EXHIBIT B

Eli Banayan

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, October 12, 2023 1:36 PM
To: Eli Banayan
Subject: Thank you for your Proposed Settlement Submission

10/12/2023 01:35:23 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT C

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Mercy Hubbard v. Purely Storage, Inc., et al., Case No. 30-2022-01293900-CU-OE-CXC

{{Employee Name}}
{{Address}}
{{City, State, Zip}}
{{XX – XX – SSN}}

I. **NOTICE OF PAGA SETTLEMENT.** The Orange County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Mercy Hubbard on behalf of herself and all other aggrieved employees. In this lawsuit, Plaintiffs claim non-compliance with certain requirements of the California Labor Code. Defendants maintain that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation. The Court has not made a determination about Plaintiffs’ allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

You are receiving this Notice because you are in the group of employees covered by this lawsuit (“Aggrieved Employees”). Please find enclosed a check for \$13.79 as your share of the settlement.

II. **RELEASE.** The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees release the Released Parties from any and all claims under the lawsuit which arose during the relevant period and (i) were asserted in the Letter and Plaintiffs’ Complaint; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the Letter and Plaintiffs’ Complaint (“Released Claims”). Upon entry of the Order approving the Settlement, any Aggrieved Employee may be barred as a matter of law from proceeding with any claim released by this Settlement. No claims for unpaid or underpaid wages are part of this settlement, and this settlement is without prejudice to the pursuit of any such claims.

III. **SETTLEMENT ADMINISTRATOR. PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.** You may call the Settlement Administrator, Lawrence Miles, Jr., Esq., attorney for Defendants, at (916) 973-9674, with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment. Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Defendants shall direct all unclaimed funds to the California Department of Industrial Relations Unpaid Wage Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Defendants immediately to request a replacement.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is BANA LEGAL GROUP, P.C., 10250 Constellation Blvd., Suite 100, Los Angeles, CA 90067.

CASE NAME: **Mercy Hubbard v. Purely Storage, Inc., et al.**
CASE NO: **30-2022-01293900-CU-OE-CXC**

On **October 12, 2023**, I served the document(s) described as:

**STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL
ACT AND ENTERING JUDGMENT**

on the interested parties in this action by sending [] the original [or] [X] a true copy thereof [] to interested parties as follows [or] [X] as stated on the attached service list:

See Attached Service List

[X] **BY ELECTRONIC MAIL:** I caused a copy of the document(s) to be sent to the persons at the email addresses listed above, or the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or indication that the transmission was unsuccessful.

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

Executed this **October 12, 2023**, at Los Angeles, California.

Eli Banayan
Name

Eli Banayan
Signature

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Service List

Lawrence W. Miles, Jr.
Brady D. McLeod
Miles McLeod, APC
3838 Watt Avenue, Suite C-301
Sacramento, CA 95821
larry@milesfirm.com
Attorney for Defendants