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Attorneys For Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MICHAEL MCGEE, WAEL
KANAFANI, DAVID URIBE,
ZACHARY MCGORDON, KATIE
ROSAS, TERESA RAU, and
IMMANUEL PASCUAL, individuals,
on behalf of themselves, and on behalf
of all persons similarly situated,

Plaintiffs,

v.

MITRA VI, LLC, an Arizona limited
liability company; DENALI MIDCO 2
LLC, a Delaware limited liability
company; and DOES 1-50, Inclusive,

Defendants

Lead Case No. 37-2022-00044660-CU-
OE- CTL (Consolidated with San Diego
County Case No. 37-2022-00046807)

ASSIGNED FOR ALL PURPOSES TO
HON. GREGORY W. POLLACK, DEPT.
C-71

**DECLARATION OF ERIC K.
YAECKEL IN SUPPORT OF
PLAINTIFFS' FINAL APPROVAL**

Date: January 30, 2026
Time: 9:30 a.m.
Judge: Hon. Gregory W. Pollack
Dept.: C-71

I, Eric K. Yaeckel, hereby declare as follows:

1. I am an attorney licensed to practice law before this Court and am employed with the law firm of Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiffs KATIE ROSAS and TERESA RAU, Individually, and on behalf of other members of the general public similarly situated above-captioned matter. I make this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action and PAGA Settlement.
2. I am personally familiar with the facts set forth in this declaration, and if called to testify as a witness I could and would do so.

Experience of Counsel

3. My law partner, Mr. William Sullivan, has been a California-licensed attorney for 30 years. He has approximately 29 years of experience in "class action" litigation, both as plaintiff and defense counsel. Mr. Sullivan has acted as Trial Counsel (for Plaintiff) in multiple "Wage and Hour" Class/Representative actions, including the (San Diego Superior Court) Trial which is the subject of the Published decision entitled *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504. Mr. Sullivan (who is currently and temporarily unavailable, due to a medical issue), estimates that, throughout the course of his 30-year career, he has acted as Lead Plaintiffs' counsel on "Wage and Hour" Class/Representative actions that have collected more than \$300 million for employees and/or the State of California, either through judgment following trial, or via negotiated settlement.
4. I have over 14 years of experience as an attorney. I have spent my entire time in practice engaged in prosecuting class and representative actions. I became a partner in the firm in 2020. Mr. Kuhn has over 6 years of experience as an attorney who is primarily engaged in prosecuting class and representative actions. He has been the "lead associate" on numerous class action cases that settled in the high "seven figure" and "eight figure" range.
5. Our office are the attorneys of record in a matter very recently (and favorably) decided before the California Supreme Court titled *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021). The *Donohue* matter is a certified class and PAGA action.
6. Our office is lead counsel on approximately 30 employment "wage and hour" claims with class action, or representative action, allegations. These cases are set within the California Superior Court and Federal District Courts in California. Our office is currently lead

counsel on claims that have been certified by both Court Order and by stipulation of the parties. In the last three years, Sullivan & Yaeckel Law Group has settled at least 15 employment “wage and hour” claims on behalf of a Certified Class.

7. In the last seven years, Sullivan & Yaeckel Law Group has tried three “Wage and Hour” Representative (PAGA). In a recent successful PAGA trial, tried before Judge Bacal of the San Diego Superior Court, our office was awarded our full requested attorneys fees and was approved at the requested hourly rates (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.
8. Our firm has the requisite experience knowledge of California law and the Federal Rules of Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in this matter to represent a fair, adequate and reasonable settlement that is well within the accepted range of recoveries for similar wage and hour class actions. I also believe the Agreement is in the best interests of the Settlement Class Members. I am also aware that Defendants’ counsel (both the firm, and individual attorneys working on this case) have extensive experience defending similar wage and hour class actions.
9. Based on the above experience, it is this firm’s opinion that this settlement represents a fair and adequate payment to the class. A true and correct copy of the Settlement Agreement is attached herein as **Exhibit 1**.

Strengths of Plaintiff’s Case and The Amount Offered in Settlement

10. My office has met and conferred with Defendant’s counsel, and we agree the amounts payable to Plaintiff and each Class member are within the “ballpark range” of proportional liability as set forth in *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499. A detailed breakdown of the valuation of each claim was previously detailed this Court at the preliminary approval stage.
11. As part of the settlement efforts, Plaintiff was able also to provide Defendants with a detailed “scope of liability” calculations based on Defendants own verified records and policies. Throughout the litigation, Defendants presented potentially valid defenses to class certification, liability and damages. Based on these considerations, and the risks involved

1 in continuing litigation, I submit the \$888,397.20 settlement represents a fair and more than
2 reasonable settlement.

- 3 12. Additionally, I submit that the payment of \$32,250.00 to the LWDA for the PAGA claims
4 (75% share of \$43,000.00 allocation), even though the LWDA declined to prosecute the
5 claims itself, is a fair, reasonable and adequate allocation.¹ The settlement is in the best
6 interests of the settlement class.

7 **The Risk, Expense, Complexity and Likely Duration of Further Litigation**

- 8 13. Plaintiffs' Counsel's effectiveness in prosecuting this case has translated into tangible
9 monetary benefits for the Settlement Class Members in the following respects: **(a)** a
10 guaranteed favorable result; **(b)** guaranteed monetary recovery over a reasonably short
11 period of time, as opposed to possibly waiting additional years for a potentially worse
12 result; and **(c)** significant savings in attorney's fees and costs, which would have greatly
13 increased had the case progressed through trial and possible appeals.
- 14 14. Given the existence of viable defenses, for the vast majority of the class claims, it was
15 unlikely that all class claims would have been certified and brought to trial. Therefore, this
16 class action settlement is a superior result for both parties. In exchange for a full release
17 specified in the Settlement, Class members are able to recover substantial monetary
18 amounts *now*. Defendant is also able to "buy its peace," and avoid the costs and burden of
19 defending the released claims stemming from the same wage and hour issues in this case.

20 **The Presence of a Governmental Actor**

- 21 15. The LWDA was notified and declined to prosecute the claims itself. Counsel for the parties
22 believe this is a fair, reasonable, and adequate allocation. The LWDA was also served with
23 copies of the preliminary approval papers and proposed settlement and has not objected or
24 responded to date.

27 ¹ The LWDA was also served with copies of the Settlement Agreement and Preliminary
28 Approval Motion and has not objected or responded to date.

1 **The Contingent Nature of the Fee Agreement, and Inherent Risk Therein, Supports**

2 **Awarding a Percentage of the Recovery**

3 16. My office was retained by Plaintiff on a contingency basis. A percentage fee of 35 %
4 (thirty-five percent) was freely negotiated. As part of the agreement, Plaintiff's Counsel
5 was required to continue the prosecution of the matter regardless of the outcome of the
6 preliminary motions. Here, Plaintiff's Counsel has agreed to a 33 and 1/3 % share of the
7 recovery in order to maximize the recovery on behalf of the class.

8 **The Continuing Obligation to Devote Time and Effort to the Litigation**

9 17. Since the tentative agreement, my office has had to devote considerable time to maintain
10 the litigation, achieve Court approval for the proposed settlement, and assist the proposed
11 Class Members with questions about the Class Notice, the proposed releases in the
12 Settlement and all available options. Moreover, based on my experience acting as class
13 counsel, I also estimate at least another 10 hours by my office will be devoted assisting
14 Class Members on questions and issues regarding the settlement, meeting with Class
15 Members (including on any late submissions), and preparing for and attending the Final
16 Approval hearing in this matter.

17 **The Extent to which the Litigation Precluded Other Employment**

18 18. I, along with the other attorneys who assisted in the matter, was precluded from accepting
19 other employment due to the necessity of maintaining the prosecution of the instant matter.
20 In addition, Mr. Sullivan is the individual primarily responsible for bringing clients to the
21 firm, and was precluded from doing so to the extent previously possible, due to the instant
22 litigation.

23 **The Amount Involved and the Results Obtained on Behalf of the Class**

24 19. This is not a "coupon" class action case. As is detailed in the Settlement Administrator's
25 declaration, the Class is set to receive significant monetary benefits. They would not have
26 received these amounts if Class Counsel did not act.

27 ///

The Lodestar Analysis

20. For purposes of a lodestar cross-check the S & Y's attorneys' fees incurred (to date) are estimated to amount to approximately **\$118,862.50**. The Attorney's fees are broken down as follows:
- a. Over the course of the investigation (including pre-filing), I have expended approximately **114.5** hours in the service of this action. **114.5** hours times **\$700.00** equals **\$80,150.00**. The work includes nearly all preliminary investigation, the majority of the client and Class interaction/meetings, and much of the other pre-settlement work, including the preparation of a Plaintiff's Mediation Brief and damages analysis. The preliminary investigation included the review and analysis of several thousand documents, as well as additional phone interviews with at multiple Class Members. I also investigated Defendant, its business practices, and any variations in Class Members' job duties and rates of pay. Additionally, aside from supervising the Associate Attorneys, my work included attending hearings, attending the full day mediation, drafting and reviewing correspondence, and much of the day to day communication with opposing counsel.
- b. Mr. Ryan Kuhn served as the primary Associate Attorney assigned to the case. The billing rate for Mr. Kuhn is **\$475.00** per hour. Mr. Kuhn expended approximately **62.2** hours in the service of this action. **62.2** hours times **\$475.00** equals **\$29,545.00**. The work performed consisted of, for the most part, analysis of Defendants' documents and records, in preparation for mediation, a class certification motion, and to analyze liability and damages for purposes of trial. Mr. Kuhn was also assigned to discovery creation/review, assisting with all discovery responses, the preparation of "meet and confer" letters and some other contact with defense counsel.
- c. Mr. Cody Archer also served as an associate attorney on this matter. The billing rate for Mr. Archer is **\$475.00** per hour. Mr. Archer Cody expended approximately ____ hours in the service of this action. **9.3** hours times **\$475.00** equals **\$4,417.50**. The work performed consisted of, for the most part, primarily drafting the documents for the approval process.

- d. Based on past experience, I estimate that Mr. Archer will incur an additional 10 hours in assisting Class Members on questions and issues regarding the settlement, meeting with Class Members (including on any late submissions), and preparing for and attending the Final Approval hearing in this matter. 10 times \$475.00 equals **\$4,750.00**.
- e. Plaintiffs and their counsel have agreed in writing to split any attorneys fees awarded: 50% to Sullivan & Yaeckel Law Group, APC and 50% to JCL and Zakay. The proposed split, if awarded the full amount of fees sought, is set forth in the [Proposed] Final Approval Order.

The Lodestar Multiplier

21. Given fees incurred here, in addition to the fees incurred by co-counsel, the estimated lodestar totals **\$378,465.00** (\$118,862.50 SYLG + \$159,570.00 JCL + \$100,032.50 Zakay). No lodestar multiplier is necessary.

The Reasonableness of Plaintiffs' Hourly Rates

22. I printed a copy of the Updated Laffey Matrix from the following website: www.laffeymatrix.com. A true and correct copy is attached as **Exhibit 2**.
23. While not binding, a trial court has discretion to use the Laffey Matrix when it comes to establishing attorneys' reasonable hourly rates in California State Courts. *See e.g. Syers Properties III, Inc. v. Rankin*, 236 Cal.App.4th 691, 702 (2014).
24. The referenced "Laffey" chart states that for the time periods in this case, for an attorney with "20+" years experience, such as Mr. Sullivan, the matrix states a reasonable fee is between **\$1,141–\$899** per hour. Mr. Sullivan has over **30** years of experience and bills at **\$800** per hour. **Please Note:** While \$800 an hour may seem like a high figure at first glance, multiple Court's (including all San Diego Superior Court Judges) have accepted this figure for Mr. Sullivan. Moreover, this rate is justified given that "wage and hour" Class and/or Representative Action cases very rarely go to trial. Mr. Sullivan is one of the few attorneys who have (successfully) tried numerous of these types of cases. He has also successfully argued in front of the California Supreme Court in a Class and Representative

1 action that is frequently cited in “wage and hour” litigation involving meal period claims.
2 *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th 58.

3 25. For an attorney with 11-19 years experience, the matrix states a reasonable fee is between
4 \$948- \$747 per hour. I have over 14 years experience working on class action litigation and
5 only bill at the rate of \$700 per hour.

6 26. For an attorney with 4-7 years experience, the matrix states a reasonable fee is between
7 \$581 - \$465 per hour. The associate Mr. Kuhn, who was working on this matter has over
8 six years experience and billed at the rate of \$475 per hour.

9 27. For an attorney with 1-3 years experience, the matrix states a reasonable fee is between
10 \$473 - \$437 per hour. The associate Mr. Archer, who was working on this matter has about
11 a year of experience and billed at the rate of \$475 per hour.

12 28. Accordingly, we submit our rates are comparable to, or less than, those charged by other
13 class action plaintiffs' counsel and the firms defending class actions.

14 29. Our hourly rates have routinely been approved by numerous federal and state Courts.

15 30. In a recent successful PAGA trial, tried before in the San Diego Superior Court, our office
16 was awarded our full requested attorneys fees and was approved at the requested hourly
17 rates (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks*
18 *Corp.* San Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published
19 appellate opinion 30 Cal.App.5th 504.

20 **Plaintiff’s Request for Reimbursement of Costs**

21 31. The total costs expended by our office in this matter will be **\$9,808.92**. If you add this
22 figure to the costs submitted by our co-counsel JCL (\$7,999.93) and Zakay (\$8,295.13),
23 the total amount sought by all Plaintiffs is **\$26,103.98**. The attached Cost Worksheet on
24 behalf of Plaintiffs Rosas and Rau was contemporaneously maintained and updated by my
25 office. (See **Exhibit 3**). This is a true and accurate summary of the costs incurred by
26 Plaintiffs’ counsel. The costs include, filing and service fees (including the Complaint and
27 all other pleadings), all e-file charges, LWDA filing fees and attorney messenger fees;
28

1 Mediation Fees; Legal Research and Postage and Copying Costs. All costs were necessary
2 to the continued prosecution of this matter.

- 3 32. The parties' Agreement permits Plaintiffs (without Opposition) to seek up to **\$30,000.00**
4 in costs. Plaintiffs submits the request for the specific **\$26,103.98** amount set forth above.

5 **Class Representative Enhancement**

- 6 33. Plaintiffs contributed extensive time and resources in the prosecution of this case, as is
7 detailed further in his declaration. Plaintiffs were able to provide information instrumental
8 to the prosecution of this matter including identifying numerous witnesses that could
9 corroborate the claims. Plaintiffs also assisted with reviewing and providing insight on
10 Defendant's documents produced. Plaintiffs brought to our attention numerous Labor Code
11 violations that formed the basis of the litigation.

- 12 34. I know (from experience) that any company who does a detailed background check, will
13 be able to determine that the Plaintiffs are serving as class representative in a lawsuit
14 against their former employer.

- 15 35. An entire industry exists that allows employers to run extensive background searches on
16 potential employees. Companies who provide these services specifically highlight the fact
17 that their services allows employers to weed out litigious employment candidates. One such
18 service outlines ways that employers can "get a sense of whether a prospective employee
19 is likely to sue" the employer, through background checks and other means, to screen out
20 these employees. [www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees)
21 [employees.](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees) Onicra Credit Rating Agency of India states: "Background screening has
22 become a necessity in today's litigious society." Back Track Screening also represents: "In
23 today's litigious culture, employers simply cannot afford to hire employees who will put
24 their company at risk." [http://www.btsscreening.com/wp-](http://www.btsscreening.com/wp-content/uploads/2012/09/Screening-101.pdf)
25 [content/uploads/2012/09/Screening-101.pdf](http://www.btsscreening.com/wp-content/uploads/2012/09/Screening-101.pdf).

1 36. Finally, any employer may simply check the various Superior Court of California websites
2 and conduct a party name search to uncover whether an applicant has previously filed
3 litigation against their employer.

4 37. Plaintiff also risked personally owing a large cost award, which I estimate would be well
5 into the tens of thousands of dollars, had the claims been unsuccessful.

6 38. Despite all the risks, Plaintiff at all times remained committed to securing a monetary
7 recovery on behalf of the entire class.
8

9 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
10 and correct. Executed this Eighth day of January, 2026 at San Diego, California.

11 
12 _____
Eric K. Yaeckel
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Exhibit 1

Joshua Daniel Levine, Bar No. 239563
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 MITRA VI, LLC, DENALI MIDCO 2 LLC,
 AND TSG CONSUMER PARTNERS LP

[Additional Counsel Listed on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO**

MICHAEL MCGEE, WAEL KANAFANI,
 DAVID URIBE, ZACHARY MCGORDON,
 and IMMANUEL PASCUAL, individuals,
 on behalf of themselves, and on behalf of all
 persons similarly situated,

Plaintiffs,

v.

MITRA VI, LLC, an Arizona limited liability
 company; DENALI MIDCO 2 LLC, a
 Delaware limited liability company; and
 DOES 1-50, Inclusive,

Defendants.

KATIE ROSAS; and TERESA RAU in a
 Representative capacity only, and on behalf
 of
 other members of the general public similarly
 situated,

Plaintiffs,

v.

DENALI MIDCO 2 LLC, a Delaware
 Limited
 Liability Company; MITRA VI, LLC an
 Arizona Limited Liability Company; TSG
 CONSUMER PARTNERS LP, a Delaware
 Limited Partnership; and DOES 1-10
 inclusive,

Defendants.

Lead Case No. 37-2022-00044660-CU-OE- CTL
 (Consolidated with San Diego County Case No.
 37-2022-00046807)

ASSIGNED FOR ALL PURPOSES TO HON.
 GREGORY W. POLLACK, DEPT. C-71

**JOINT STIPULATION OF CLASS AND
 PAGA REPRESENTATIVE ACTION
 SETTLEMENT AND RELEASE**

Trial Set: N/A
 Complaint filed: November 4, 2022
 Amended Complaint Filed: July 11, 2023

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Attorneys for Plaintiffs

Katie Rosas and Teresa Rau

This Joint Stipulation of Class and PAGA Representative Action Settlement and Release (the “Settlement Agreement” or “Settlement”) is made and entered into by and between the following parties: Plaintiffs Wael Kanafani, David Uribe, Michael McGee, Zachary McGordon, Immanuel Pascual, Katie Rosas, and Theresa Rau (“Plaintiffs”), individually, on a representative basis, and on behalf of all others similarly situated whom they seek to represent for settlement purposes, and Defendants Mitra VI, LLC, Denali Midco 2 LLC, and TSG Consumer Partners LP (“SSCW” or “Defendants”) (collectively, the “Parties”). Subject to the approval of the Court, the Parties agree that the above-captioned Action (defined below) is compromised and settled pursuant to the terms and conditions set forth below.

1. DEFINITIONS.

Unless otherwise defined, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

1.1 **“Action”** means *Kanafani and Rosas et. al. v. Denali Midco 2 LLC et al.*, Superior Court of California, County of San Diego, Lead Case No. 37-2022-00044660-CU-OE-CTL (consolidated with San Diego Superior Court Case No. 37-2022-00046807). The Action includes both the *Kanafani et al.* action and *Rosas et. al.* action.

1.2 **“Class Counsel”** means JCL Law Firm, APC, Zakay Law Group, APLC, and Sullivan & Yaeckel Law Group, APC.

1.3 **“Class Counsel Award”** means the Class Counsel Costs Award and Class Counsel Fees Award collectively as those terms are defined below.

1.4 **“Class Counsel Costs Award”** means the expenses and costs incurred by Class Counsel for Class Counsel’s litigation and resolution of this Action, as awarded by the Court, which may not exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00).

1.5 **“Class Counsel Fees Award”** means the attorneys’ fees for Class Counsel’s litigation and resolution of this Action, as awarded by the Court, which may not exceed one-third of the Total Settlement Amount, or Two Hundred and Eighty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$286,666.67). However, notwithstanding the foregoing, if the escalator clause set forth in Paragraph 4.2.5.4 below is triggered and Defendants elect to pay a prorated increase to the

1 Total Settlement Amount, Class Counsel may seek in attorneys' fees one-third of the increased Total
2 Settlement Amount. Any requested attorneys' fees or litigation costs not awarded by the Court will be
3 added to the Net Distribution Fund and distributed to Participating Class Members.

4 1.6 **"Class Information"** means the full name, last known address, social security number,
5 and workweeks worked by Class Members during the Class Period and pay periods worked by the
6 PAGA Employees during the PAGA Period (or the work history information for Class Members and
7 PAGA Employees sufficient for the Settlement Administrator to calculate the relevant workweeks and
8 pay periods). Defendants will compile a Confidential Microsoft Excel spreadsheet containing the Class
9 Information developed in good faith using best efforts from its records and provide it to the Settlement
10 Administrator as a Confidential document pursuant to the Stipulated Protective Order in this Action.
11 Because Class Members' sensitive personal information is included in the Class Information, the
12 Settlement Administrator shall maintain the Class Information securely and in confidence pursuant to
13 the Protective Order in this case. Access to such Class Information shall be limited to employees of
14 the Settlement Administrator with a need to use the Class Information for administration of the
15 Settlement. The Settlement Administrator will take all necessary measures to adequately secure the
16 information.

17 1.7 **"Class Members"** or **"Class"** means collectively all members of the Misclassification
18 and Non-Exempt Employee Subclasses defined below:

19 1.7.1 Misclassification Subclass: All current and former California employees of
20 Defendants classified as exempt Site Managers during the Class Period.

21 1.7.2 Non-Exempt Employee Subclass: All current and former California employees
22 of Defendants classified as non-exempt hourly employees during the Class Period.

23 1.8 **"Class Period"** means the period from November 4, 2018 through February 13, 2025.

24 1.9 **"Complaint"** means the operative Complaints in this Action, including any
25 amendments and exhibits to the Complaints (including both the consolidated *Kanafani et al.* (Case
26 No: 37-2022-00044660-CU-OE-CTL) and *Rosas et al.* (Case No. 37-2022-00046807-CU-OE-CTL)
27 actions).
28

1.1 **“Complete and General Release”** means an irrevocable and unconditional release given only by the named Plaintiffs Wael Kanafani, David Uribe, Michael McGee, Zachary McGordon, Immanuel Pascual, Katie Rosas, and Theresa Rau in the Action, releasing the Released Parties from any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct occurring during or related to Plaintiffs’ employment, and/or the Action, including but not limited to all of the Released Class Claims and including without limitation all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of any act or omission committed or omitted by the Released Parties (defined below) during or related to Plaintiffs’ employment with or separation from Defendants, including any and all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental that arose or may have arisen before or through the end of the Class Period and/or arising out of Plaintiffs’ employment with Defendants Mitra VI, LLC and Denali Midco 2 LLC and/or the cessation thereof. This release by Plaintiffs also includes, but is not limited to, a release of all claims under (a) the California Civil Code, (b) the California Fair Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et. seq.*, (d) the Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, *et. seq.*, as amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration and Reform Control Act, as amended, (m) any other state, federal, and local law, regulation and ordinance dealing with discrimination in employment, disability, wrongful discharge, and retaliation for exercising any right or participating or engaging in any activity, (n) the Occupational Safety and Health Act, as amended, (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment Retirement Income Security Act of 1974, as amended (except vested benefits), (q) the Worker Adjustment and Benefit Protection Act of 1990, as amended, (r) the Worker Adjustment and Retraining Notification Act, as amended, (s) any federal, state or common law claim or cause of action for breach of contract, wrongful discharge, constructive discharge, retaliation, defamation, slander, libel, intentional or negligent infliction of emotional

distress, misrepresentation, fraud, promissory estoppel, any other tort or negligence claim, or obligations arising out of any of Defendants' employment policies or practices, employee handbooks, and/or any statements by any employee or agent of Defendants whether oral or written, and (t) any federal, state or common law claim or cause of action for reinstatement, back pay, bonus, attorneys' fees, compensatory damages, costs, front pay, any form of equitable or declaratory relief, liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to reputation, damage for personal, emotional or economic injury or damage of any kind. This provision is intended by the Parties to be all-encompassing and to act as a full and total release of any claims, whether specifically enumerated herein or not, that Plaintiffs might have or have had, that exists or ever has existed related to his employment with or separation from Defendants to the maximum extent permitted by law. Notwithstanding the foregoing, Plaintiffs' Complete and General in this Agreement does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of this Agreement after this Agreement is executed by Plaintiffs; and (iii) rights or claims arising of this Agreement. . This release includes a waiver of California Civil Code section 1542 (*i.e.*, 1542 Waiver). "1542 Waiver" means an express waiver, to the fullest extent permitted by law, of the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which Section provides:

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

1.2 **"Court"** means the Superior Court of the State of California, County of San Diego.

1.3 **"Defendants"** means the named Defendants in the Action, Mitra VI, LLC, Denali Midco 2 LLC, and TSG Consumer Partners LP.

1.4 **"Defense Counsel"** means Joshua D. Levine, Esq., Krystal Weaver, Esq., and Jocelyn Hannah, Esq. of the law firm Littler Mendelson, P.C.

1.5 **“Effective Date”** means the date by which this Settlement is finally approved as provided herein and the Court’s Final Approval Order becomes binding. For purposes of this Settlement Agreement, the Final Approval Order becomes binding and Effective upon the later of: (1) the day after the last day by which a notice of appeal to the California Court of Appeal of the Final Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed, which the Parties agree will be 60 calendar days after the notice of an order granting final approval of the Settlement is served, provided there have been no appeals filed within that time; (2) if such an appeal is filed, and the appeal is finally resolved and results in affirmation of the Final Approval Order and Settlement, the day after the last date for filing a request for further review of the California Court of Appeals’ decision passes and no further review is requested; (3) if further review of the California Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (4) if review is accepted, the day after the California Supreme Court affirms the Final Approval Order. The Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal, writ, or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding according to the terms agreed upon by the Parties.

1.6 **“Final Approval Hearing”** means the hearing held to determine whether the Court will enter a Final Approval Order finally approving this Settlement.

1.7 **“Final Approval Order”** means the Court’s entry of an order finally approving the Settlement and entering judgment in accordance therewith substantially in the form attached hereto as **Exhibit C.**

1.8 **“Individual Settlement Payment”** means the amount payable from the Net Distribution Fund that the Settlement Administrator will pay to each Participating Class Member, as calculated pursuant to Paragraphs 4.2.5.1 and 4.2.5.2 below.

1.9 **“Net Distribution Fund”** means the Total Settlement Amount, less the amounts allotted to: (1) the Class Counsel Fees Award (\$286,666.67), (2) the Class Counsel Costs Award (up to \$30,000.00), (3) the Service Awards for Plaintiffs in the amount of up to \$10,000 to each Plaintiff, (4) the 75% of the PAGA Award to be paid to the California Labor and Workforce

1 Development Agency (“LWDA”) (\$30,000); (5) the 25% of the PAGA Award to be paid to the PAGA
2 Employees (as further specified below) (\$10,750.00); and (6) Settlement Administration Costs (up to
3 \$17,000). Individual Settlement Payments to Participating Class Members will be paid out of the Net
4 Distribution Fund.

5 1.10 **“Notice of Objection”** means a written request by a Class Member to object to this
6 Settlement, which must be completed and timely submitted in the manner set forth in this Settlement
7 Agreement and the Notice of Settlement.

8 1.11 **“Notice of Settlement”** or **“Class Notice”** means the Notice of Class Action
9 Settlement that the Settlement Administrator will mail to Class Members to apprise them of this
10 Settlement (substantially in the form attached hereto as **Exhibit A**).

11 1.12 **“PAGA Award”** means Forty-Three Thousand Dollars (\$43,000) of the Total
12 Settlement Amount that the Parties have allocated to PAGA penalties (*i.e.*, the PAGA Award), 75%
13 of which (\$32,250) will be remitted to the LWDA and 25% (\$10,750) of which will be distributed to
14 the PAGA Employees. Class Members who are also PAGA Employees and submit a Request for
15 Exclusion will receive only a payment for their prorated portion of the 25% of the PAGA Award
16 available for distribution to PAGA Employees (who cannot opt out of the PAGA portion of the
17 Settlement).

18 1.13 **“PAGA Employees”** means all members of the Misclassification and Non-Exempt
19 Subclasses who were employed by Defendants during the PAGA Period. PAGA Employees cannot
20 opt out of the PAGA portion of this Settlement. However, they may opt out of the Settlement of the
21 Released Class Claims provided they timely submit a Request for Exclusion.

22 1.14 **“PAGA Period”** means the period from November 4, 2021 through February 13, 2025.

23 1.15 **“Parties”** means Plaintiffs and Defendants.

24 1.16 **“Plaintiffs”** or **“Class Representatives”** means Plaintiffs Wael Kanafani, David
25 Uribe, Michael McGee, Zachary McGordon, Immanuel Pascual, Katie Rosas, and Theresa Rau.

26 1.17 **“Participating Class Members”** means Class Members who do not submit a timely
27 Request for Exclusion from this Settlement.
28

1.18 **“Preliminary Approval Date”** means the date the Court enters the Preliminary Approval Order.

1.19 **“Preliminary Approval Order”** means the Court’s entry of an order preliminarily approving this Settlement (substantially in the form attached hereto as **Exhibit B**).

1.20 **“Released Class Claims ”** means all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Complaints in the Action (including both the consolidated *Kanafani et al.* (Case No: 37-2022-00044660-CU-OE-CTL) and *Rosas et al.* (Case No. 37-2022-00046807-CU-OE-CTL) actions), all amended Complaints in the Action, and all exhibits to those Complaints including Plaintiffs’ LWDA notice letters, during the Class Period. The Released Class Claims will apply to the “Release Parties, defined below. The Released Class Claims will include without limitation Plaintiffs’ claims for (1) unfair competition in violation of California Business and Professions Code § 17200, et seq.; (2) failure to pay minimum wages; (3) failure to pay overtime; (4) failure to provide required meal periods; (5) failure to provide required rest periods; (6) failure to reimburse employees for required expenses; (7) failure to provide wages when due; (8) failure to provide accurate itemized wage statements (both as a derivative and direct theory); (8) failure to keep complete and accurate records; and (9) failure to pay all wages due at separation.

1.21 **“Released PAGA Claims”** means all claims under PAGA against the Released Parties that were alleged, or reasonably could have been alleged, based on the facts alleged in the Complaints in the Action (including both the consolidated *Kanafani et al.* and *Rosas et al.* Complaints, all amended Complaints in the Action, and all exhibits to those Complaints) and in Plaintiffs’ LWDA notice letters during the PAGA Period. The Released PAGA Claims shall include without limitation all claims under PAGA based on the underlying alleged Released Class Claims. This release will be binding on all PAGA Employees and the State of California and there shall be no right for any PAGA Member, including any Plaintiff to the Action, to opt out of this release if the Settlement is approved by the Court. Class Counsel agree to provide timely notice to the LWDA of all settlement-related notices required under PAGA, and to the extent necessary to effectuate a complete release of the Released PAGA Claims, Plaintiffs also agree to submit amended PAGA Notices to the LWDA.

1.22 **“Released Parties”** means Defendants Mitra VI, LLC, Denali Midco 2 LLC, and TSG Consumer Partners LP, and their subsidiaries, affiliates and/or parents, attorneys, and each of their respective successors and predecessors in interest; all of their respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries, and agents; and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers.

1.23 **“Request for Exclusion”** means a timely written request by a Class Member to exclude herself/himself from the Settlement, which must be completed and mailed in the manner set forth in this Settlement Agreement and the Notice of Settlement.

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

1.25 **“Service Award”** means the amount the Court awards Plaintiffs for their efforts in assisting with the prosecution of the Action and as consideration for executing this Settlement Agreement and agreeing to a general release of all claims against Defendants, which shall not exceed \$10,000 to each Plaintiff. Plaintiffs’ Service Awards are subject to approval from the Court and will be paid only from the Total Settlement Amount. Any portion of the Service Award not awarded by the Court will be added to the Net Distribution Fund and distributed to Participating Class Members. Plaintiffs will also be eligible to receive an Individual Settlement Payment similar to other Class Members/PAGA Employees.

1.26 **“Settlement”** means the disposition of the Action pursuant to this Settlement Agreement.

1.27 **“Settlement Administration Costs”** means the reasonable and necessary costs incurred by the Settlement Administrator and awarded by the Court from the Total Settlement Amount, which may not exceed Seventeen Thousand Dollars (\$17,000), unless otherwise approved by the Parties and Court. Settlement Administration Costs include but are not limited to: the costs of Class Notice (including Spanish translation), any required reporting by the Settlement Administrator to federal and state agencies, establishing a qualified settlement fund for Defendants to deposit the Total

Settlement Amount (from which the Settlement Administrator will pay the Court-approved Class Counsel Fees Award, the Class Counsel Costs Award, the Service Awards for Plaintiffs, the PAGA Award, Settlement Administration Costs and Individual Settlement Payments to Participating Class Members and PAGA Employees, as specified herein); receiving and responding to inquiries from Class Members about the Settlement; calculating and distributing settlement payments to Participating Class Members and PAGA Employees as specified herein; calculating, processing, and remitting all withholding taxes or other legally-required taxes (if any) and handling any required tax reporting; processing any Notices of Objection and Requests for Exclusion; providing declarations and reporting to the Court and Parties; and performing all of the tasks for which the Settlement Administrator is retained as further specified below and/or which the Settlement Administrator must perform pursuant to orders of the Court. The Parties agree that the Settlement Administration Costs shall be paid exclusively from the Total Settlement Amount and that Defendants shall not be responsible for the payment of any additional Settlement Administration Costs separate from or in addition to those paid from the Total Settlement Amount.

1.28 **"Settlement Administrator"** means APEX Class Action LLC.

1.29 **"Settlement Agreement" or "Settlement" or "Agreement"** means this Joint Stipulation of Class Action Settlement and Release executed by all Parties.

1.30 **"Settlement Fund Account"** means the bank account established pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

1.31 **"Total Settlement Amount"** means Eight Hundred Sixty Thousand Dollars (\$860,000), which is the maximum amount that Defendants Mitra VI, LLC and Denali Midco 2 LLC are providing under this Settlement Agreement in order to settle the Action in its entirety; provided, however, that if the escalator clause set forth in Paragraph 4.2.5.4 below is triggered and Defendants elect to pay a pro rate increase to the Total Settlement Amount, the amount set forth in this Paragraph shall be increased accordingly. Defendants will pay the employer side payroll taxes due on the alleged lost wages portion of the Individual Settlement Payments in addition to the Total Settlement Amount on the funding date. Aside from the employer-side taxes due on the alleged lost wages portion of the

Individual Settlement Payments, Defendants shall not be required to pay any amount above the Total Settlement Amount in connection with this Settlement, except as provided in Section 4.2.5.4 Escalator Clause/Option.

1.32 “Void Date” means the date by which any checks issued to Participating Class Members and PAGA Employees shall become void, *i.e.*, on the 181st calendar day after mailing.

2. RECITALS.

2.1 On August 23, 2022, Plaintiffs Kanafani and Uribe filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On August 25, 2022, Plaintiffs Rosas and Rau filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. The *Rosas* complaint alleges a single PAGA claim in a representative capacity only, based on the following alleged underlying Labor Code violations: (1) failure to provide compliant meal and rest periods in violation of Labor Code §§ 226.7 and 512; (2) failure to provide minimum wage in violation of Labor Code § 1197; (3) failure to provide overtime in violation of Labor Code § 510; (4) failure to provide accurate itemized wage statements in violation of Labor Code § 226; and (5) failure to pay all wages due at separation in violation of Labor Code §§ 201-203.

2.2 Plaintiffs Wael Kanafani and David Uribe filed their initial class action complaint (the “*Kanafani* action”) on November 4, 2022, against Mitra VI, LLC and Denali Midco 2 LLC. Plaintiffs Katie Rosas (“Rosas”) and Theresa Rau (“Rau”) filed a representative PAGA action (the “Rosas action”) on November 18, 2022, against Mitra VI, LLC, Denali Midco 2 LLC and TSG Consumer Partners LP. On January 20, 2023, Plaintiffs McGee and Pascual filed a Notice of Violations with the LWDA and served the same on Defendants. On July 11, 2023, Kanafani and Uribe filed a First Amended Complaint (“FAC”) adding named plaintiffs Michael McGee, Zachary McGordon and Immanuel Pascual (“Pascual”), in addition to a PAGA claim. McGordon provided notice on May 18, 2023. The *Kanafani* FAC alleges the following causes of action: (1) unfair competition in violation of California Business and Professions Code § 17200, et seq.; (2) failure to pay minimum wages in violation of Labor Code §§ 1194, 1197, 1197.1; (3) failure to pay overtime in violation of Labor Code Labor Code §§ 510 et seq.; (4) failure to provide required meal periods in violation of Labor Code §§

226.7 and 512; (5) failure to provide required rest periods in violation of Labor Code §§ 226.7 and 512; (6) failure to reimburse employees for required expenses in violation of Labor Code § 2802; (7) failure to provide wages when due in violation of Labor Code §§ 201, 202, 203; (8) failure to provide accurate itemized wage statements in violation of Labor Code § 226; and (9) violation of the PAGA.

2.3 Due to the overlap between the *Kanafani* and *Rosas* actions, on July 10, 2023, the two actions were consolidated, with the *Kanafani* action designated as the lead case before this Court. Following motion practice related to the applicability and scope of Defendants' arbitration agreement – and while Defendants' appeal of the Court's order denying a motion to compel arbitration in the *Rosas* action was pending – the parties agreed to schedule a mediation on October 30, 2024, with experienced mediator Tripper Ortman.

2.4 Prior to the mediation, the Parties engaged in significant informal discovery related to the scope and parameters of the putative Class and putative PAGA Employee group as well as all of Plaintiff's claims. The documents and data produced by Defendants to Plaintiffs consisted of hundreds of pages of relevant policy documents, handbooks, personnel records, wage statements, key data on the number of putative class members, workweeks in the Class Period, pay periods in the PAGA Period, separated employees, as well as the relevant pay and time data for all Class Members.

2.5 Following extensive informal discovery, the parties participated in a full-day mediation with Mr. Ortman on October 30, 2024, which involved extensive, arms-lengths negotiations. With Mr. Ortman's assistance, the parties eventually reached the key terms of a settlement and memorandum of understanding that was fully executed on November 15, 2024, and then in this long-form Settlement Agreement.

2.6 Benefits of Settlement to Class Members and PAGA Employees.

Plaintiffs and Class Counsel believe in the merits of their claims, but recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation as well as the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are likewise aware of the burdens of proof necessary to establish liability for the Released Class Claims and Released PAGA Claims asserted in the Action, both generally and in response to Defendants'

1 defenses, and the potential difficulties in establishing damages for Class Members and PAGA
2 Employees. Plaintiffs and Class Counsel have also taken into account Defendants' agreement to enter
3 into a settlement that confers substantial relief upon Class Members and PAGA Employees in a timely
4 manner. Based on the foregoing, Plaintiffs and Class Counsel have determined the terms set forth in
5 this Settlement Agreement to be fair, adequate, and reasonable and in the best interests of the Class
6 Members and PAGA Employees.

7 2.7 Defendants' Reasons for Settlement. Defendants believe Plaintiffs' individual and
8 representative claims are without merit and deny all of the allegations of wrongdoing and liability.
9 Defendants believe, however, that further litigation would be protracted, burdensome, expensive, and
10 contrary to the best interests of Defendants and their employees. Defendants have already devoted
11 substantial time, energy, and resources to defending this litigation, and unless there is a settlement,
12 that situation will continue. In light of this, Defendants believe the Settlement is the best way to
13 resolve the litigation while minimizing further burden and expenditures.

14 **3. TERMS OF SETTLEMENT AGREEMENT.**

15 The Parties agree as follows:

16 3.1 Class Certification. Solely for the purposes of this Settlement, the Parties stipulate and
17 agree that the Court certify a class of Class Members.

18 3.2 Appointment of Class Representatives & Employment Status. Solely for the purposes
19 of this Settlement, the Parties stipulate and agree Plaintiffs shall be appointed as representatives for
20 the Class.

21 3.3 Appointment of Class Counsel. Solely for the purposes of this Settlement, the Parties
22 stipulate and agree that JCL Law Firm, APC, Zakay Law Group, APLC, and Sullivan & Yaeckel Law
23 Group, APC shall be appointed as Class Counsel for the Class.

24 3.4 Appointment of Settlement Administrator. Solely for the purposes of this Settlement,
25 the Parties stipulate and agree that APEX Class Action, LLC shall be retained to serve as Settlement
26 Administrator. The Settlement Administrator shall be responsible for establishing a toll-free telephone
27 number and a mailing address for receipt of Class Member communications; reviewing and responding
28 to Class Member inquiries; establishing the number of relevant workweeks and pay periods applying

1 to each Class Member based on Defendants' records; resolving any disputes or questions regarding
2 Class Member Information and the calculation of Individual Settlement Payments and workweek
3 calculations for Class Members and pay period calculations for PAGA Employees (in accordance with
4 Paragraph 10.1 below); preparing, printing and mailing the Notice of Settlement (*i.e.*, **Exhibit A**) to
5 Class Members; receiving and reviewing Requests for Exclusion and Notices of Objection, if any,
6 submitted by Class Members; calculating Individual Settlement Payments; providing weekly written
7 status reports to Defense Counsel and Class Counsel; providing a due diligence declaration for
8 submission to the Court prior to the Final Approval Hearing; mailing Individual Settlement Payments
9 to Participating Class Members and PAGA Employees; timely paying the PAGA Award, Service
10 Awards, Class Counsel Fees Award and Class Counsel Costs Award to, respectively, the LWDA,
11 Plaintiffs, and Class Counsel pursuant to the terms of this Settlement Agreement; printing and
12 providing Participating Class Members, Plaintiffs and Class Counsel with tax forms as required under
13 this Settlement and applicable law; providing a due diligence declaration for submission to the Court
14 upon the completion of the Settlement; issuing the uncashed check funds to the California State
15 Controller and any obligations related thereto, and for such other tasks as the Parties mutually agree
16 and/or the Court may require. The Settlement Administrator shall keep the Parties timely apprised of
17 the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports,
18 tax forms, tax filings, or other tax documents required by administration of this Settlement Agreement
19 shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such
20 preparation shall be a Settlement Administration Cost. The Parties agree to cooperate in the Settlement
21 Administration process and to make all reasonable efforts to control and minimize Settlement
22 Administration Costs. Each of the Parties represent they do not have any financial interest in the
23 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
24 could create a conflict of interest. No person shall have any claim against the Released Parties,
25 Plaintiffs, Class Counsel or the Settlement Administrator based on the mailings, distributions or
26 payments made in accordance with this Settlement Agreement.

27 3.5 Conditional Nature of Stipulation for Certification. Solely for the purposes of this
28 Settlement, the Parties stipulate and agree to the certification of the Released Class Claims asserted on

1 behalf of the Class Members. Should for whatever reason the Settlement not become effective, the
2 fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no
3 bearing on, and shall not be admissible in connection with, the issue of whether the Released Class
4 Claims or Class should be certified in a non-Settlement context in the Action or in any other lawsuit.
5 SSCW expressly reserves the right to oppose claim or class certification in this or any other action
6 should this Settlement not become final, effective and binding (*i.e.*, if the Effective Date is not
7 reached).

8 **4. CONSIDERATION AND SETTLEMENT DISTRIBUTION.**

9 4.1 Settlement Value Provided by Defendants. The maximum value that Defendants are
10 providing under this Settlement Agreement in order to settle the Action is the Total Settlement Amount
11 of Eight Hundred Sixty Thousand Dollars (\$860,000), unless that Total Settlement Amount is
12 increased pursuant to Paragraph 4.2.5.4 below. The Total Settlement Amount shall constitute the entire
13 consideration provided by Defendants pursuant to this Settlement Agreement and Defendants shall
14 not be required to pay any amount above the Total Settlement Amount in connection with this
15 Settlement for any purpose, with the sole exception being the payment of any employer-side taxes due
16 on Individual Settlement Payments attributable to alleged lost wages. The Parties agree Defendant
17 TSG Consumer Partners LP is party to this Settlement Agreement only for the purposes of agreeing
18 not to oppose the Settlement and to obtain a release of claims as a Defendant and designated
19 beneficiary, but that the Total Settlement Amount (and any employer-side taxes due under this
20 Agreement) will be paid entirely by the other Defendants— *i.e.*, Mitra VI, LLC and Denali Midco 2
21 LLC.

22 4.2 Distribution of the Monetary Portion of the Total Settlement Amount. The Total
23 Settlement Amount (\$860,000) shall be used to pay: (1) the Class Counsel Fees Award and Class
24 Counsel Costs Award; (2) the Settlement Administration Costs; (3) Plaintiffs' Service Awards; (4) the
25 PAGA Award; and (5) Individual Settlement Payments.

26 4.2.1 Class Counsel Fees Award and Class Counsel Costs Award. The Settlement
27 Administrator shall pay the Class Counsel Fees Award and Class Counsel Costs Award from the Total
28 Settlement Amount. Defendants agree not to oppose any application by Class Counsel for a Class

1 Counsel Fees Award not to exceed one third of the Total Settlement amount, or Two Hundred Eighty-
2 Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$286,666.67), which will be
3 distributed to Class Counsel. Defendants further agree not to oppose any application by Class Counsel
4 for a Class Counsel Costs Award not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00)
5 which will be distributed to Class Counsel. The Settlement Administrator shall pay the Court-
6 approved Class Counsel Fees Award and Class Counsel Costs Award within ten (10) calendar days
7 following the date on which Defendants fund the Settlement. Class Counsel agrees to provide the
8 Settlement Administrator with an executed IRS Form W-9 before the Class Counsel Fees Award and
9 Class Counsel Costs Award are issued. The Settlement Administrator shall issue an IRS Form 1099
10 to Class Counsel for the payments made pursuant to this Paragraph. In the event that the Court awards
11 less than the full amount requested for the Class Counsel Fees Award and/or Class Counsel Costs
12 Award, the un-awarded amount will be made available for distribution as part of the Net Distribution
13 Fund and distributed to Participating Class Members. This Settlement is not contingent upon the Court
14 awarding Class Counsel any particular amount in attorneys' fees and costs. Defendants' delivery of
15 the Total Settlement Amount to the Settlement Administrator as specified in this Settlement shall
16 complete Defendants' obligation to fund the Settlement, including without limitation Defendants'
17 obligation to pay the Court-awarded Class Counsel Fees Award and Class Counsel Costs Award.
18 Neither Class Counsel nor any other counsel shall be entitled to any amount of attorneys' fees or costs
19 separate and apart from the Class Counsel Fees Award and Class Counsel Costs Award allowable
20 under this Settlement Agreement in connection with this Settlement or the claims released herein.

21 4.2.2 Settlement Administration Costs. The Settlement Administrator shall be paid
22 Settlement Administration Costs from the Total Settlement Amount, in an amount not to exceed
23 Seventeen Thousand Dollars (\$17,000). Should the Settlement Administration Costs exceed \$17,000,
24 the Parties agree that such additional reasonably incurred and necessary costs shall be paid exclusively
25 from the Total Settlement Amount, subject to Court approval. The Settlement Administrator shall
26 receive the Settlement Administration Costs within ten (10) calendar days following the date on which
27 Defendants funds the Settlement. In the event the Court awards less than the full amount set aside for
28

1 Settlement Administration Costs, the un-awarded amount will be made available for distribution as
2 part of the Net Distribution Fund and distributed to Participating Class Members.

3 4.2.3 Plaintiff's Service Awards. The Settlement Administrator shall pay Plaintiffs
4 Service Awards from the Total Settlement Amount. Defendants agree not to oppose any application
5 by Plaintiffs for a Service Award not to exceed Ten Thousand Dollars (\$10,000) to each Plaintiff (*i.e.*,
6 \$70,000 total), as consideration for their Complete and General Release of Claims and for their time
7 and effort in prosecuting the Action via Class Counsel. The Settlement Administrator shall pay the
8 Service Awards to Plaintiffs within ten (10) calendar days following the date on which Defendants
9 funds the Settlement. Plaintiffs agree to provide the Settlement Administrator with an executed IRS
10 Form W-9 before the Service Awards are issued. The Settlement Administrator shall issue appropriate
11 tax form(s) to Plaintiffs for this payment. Plaintiffs shall be solely and legally responsible for paying
12 any and all applicable taxes on the Service Awards and shall hold Defendants and Released Parties
13 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Service
14 Awards. In the event the Court awards less than the full amount requested for the Service Awards,
15 the un-awarded amount will be made available for distribution as part of the Net Distribution Fund
16 and distributed to Participating Class Members. Plaintiffs shall not have the right to revoke their
17 agreement to the Settlement on the grounds the Court does not approve any or all of the requested
18 Service Awards.

19 4.2.4 PAGA Award. The Settlement Administrator shall pay the PAGA Award
20 (\$43,000) from the Total Settlement Amount and distribute the PAGA Award within ten (10) calendar
21 days after the date when Defendants funds the Settlement following the Effective Date. Specifically,
22 within ten (10) calendar days after the date when Defendants funds the Settlement, the Settlement
23 Administrator shall mail a check payable to the California Labor & Workforce Development Agency
24 for seventy-five percent (75%) of the PAGA Award or Thirty-Two Thousand Two Hundred and Fifty
25 Dollars (\$32,250). The remaining twenty-five percent (25%) or Ten Thousand Seven Hundred and
26 Fifty Dollars (\$10,750) will be distributed to the PAGA Employees. Class Members who are also
27 PAGA Employees and submit a Request for Exclusion will receive only a payment for their prorated
28

1 portion of the 25% of the PAGA Award available for distribution to PAGA Employees (who cannot
2 opt out of the PAGA portion of the Settlement).

3 4.2.5 Individual Settlement Payments. The Settlement Administrator shall pay the
4 Individual Settlement Payments from the Net Distribution Fund and will mail them by First Class U.S.
5 Mail to Class Members' last known mailing address within ten (10) calendar days following the date
6 when Defendants funds the Settlement as specified in Paragraph 10.1.2 (Funding the Settlement)
7 below. Any checks issued to Participating Class Members shall remain valid and negotiable for one
8 hundred and eighty (180) calendar days from the date of their issuance and then shall become void on
9 the 181st day after mailing, *i.e.*, the Void Date. The Parties agree that any unclaimed funds in the
10 Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks by
11 the Void Date shall be transmitted by the Settlement Administrator to the California State Controller
12 Unclaimed Property Fund.

13 4.2.5.1 Settlement Payment Calculation: Individual Settlement Payments to
14 Participating Class Members and payments to PAGA Employees for their prorated portion of the
15 PAGA Award will be paid if, and only if, the Court issues the Final Approval Order and the Effective
16 Date occurs.

17 a. Workweek Calculations for Individual Settlement Payments to
18 Participating Class Members: Defendants will identify the number of Workweeks each of the
19 Participating Class Members worked during the Class Period ("Total Class Pay Workweeks"). In
20 identifying the number of Workweeks meeting these criteria and determining who is a Class Member,
21 Defendants' business records identifying this information through Defendants' best efforts will govern
22 and are presumed to be accurate and correct. Any challenges regarding estimated Workweeks assigned
23 to each Class Member (which will be specified in the Class Notice) must be raised prior to the
24 Response Deadline and finally decided by the Settlement Administrator prior to the Final Approval
25 Hearing. After taking into consideration any information and documentation provided by Defendants,
26 Participating Class Members and/or other current or former employees of Defendants, the Settlement
27 Administrator's determination of Workweek calculations for individual settlement payments to each
28 Participating Class Member will be final and binding. The value of each Workweek shall be

1 determined by the Settlement Administrator by dividing the Net Distribution Fund (less the 25% of
2 the PAGA Award to be distributed to PAGA Employees) by the total number of Workweeks worked
3 by all Participating Class Members during the Class Period ("Class Workweek Value"). To determine
4 the Individual Settlement Payment for each Participating Class Member, the Settlement Administrator
5 will multiply the individual's Total Class Workweeks by the Class Workweek Value. Each
6 Participating Class Member's Workweeks will be calculated rounding up to the nearest Workweek.

7 b. Calculations for Payments to PAGA Employees for Their Portion of
8 PAGA Award: For PAGA Employees, Defendants will identify the number of Pay Periods each
9 PAGA Employee worked during the PAGA Period ("Total PAGA Workweeks"). In identifying the
10 number of Pay Periods meeting these criteria and determining who is a PAGA Employee, Defendants'
11 business records identifying this information through Defendants' best efforts will govern and are
12 presumed to be accurate and correct. Any challenges regarding estimated Pay Periods assigned to
13 each PAGA Employee must be raised prior to the Response Deadline and finally decided by the
14 Settlement Administrator prior to the Final Approval Hearing. After taking into consideration any
15 information and documentation provided by Defendants, PAGA Employees and/or other current or
16 former employees of Defendants, the Settlement Administrator's determination of Pay Period
17 calculations for each PAGA Employee will be final and binding. The value of each PAGA Pay Period
18 shall be determined by the Settlement Administrator by dividing the 25% of the PAGA Award
19 allocated for PAGA Employees (*i.e.*, \$10,750) by the Total PAGA Pay Periods for all PAGA
20 Employees ("PAGA Workweek Value"). A Class Member who is also a PAGA Employee will receive
21 a payment for their prorated portion of the PAGA Award even if s/he opt-outs of the Class settlement
22 and will be bound by the release of the Released PAGA Claims released through this Settlement. Any
23 checks issued to PAGA Employees shall remain valid and negotiable for one hundred and eighty (180)
24 calendar days from the date of their issuance and then shall become void on the 181st day after mailing,
25 *i.e.*, the Void Date. The Parties agree that any unclaimed funds as a result of the failure to cash
26 individual PAGA Award payments by the Void Date shall be transmitted by the Settlement
27 Administrator to the California State Controller Unclaimed Property Fund.
28

1 4.2.5.2 Tax Treatment of Settlement Payments. Each Individual Settlement
2 Payment shall be allocated between taxable and non-taxable consideration as follows: twenty-five
3 percent (25%) will be allocated to alleged unpaid wages for which an IRS Form W-2 will issue and
4 seventy-five percent (75%) will be allocated to alleged penalties and interest for which an IRS Form
5 1099 will issue. The Settlement Administrator will be responsible for calculating the employee-side
6 and employer-side taxes owed on the wage portion of each Participating Class Member's Individual
7 Settlement Payment and paying these amounts to the appropriate state and federal agencies, within the
8 timing required by applicable state and/or federal law. The employee-side taxes owed will be paid
9 from the Net Distribution fund and withheld from Individual Settlement Payments. Employer-side
10 taxes owed on the wage portion of Individual Settlement Payments will be calculated and paid by the
11 Settlement Administrator after such employer-side tax amounts are paid by Defendants to the
12 administrator separate from and in addition to the Total Settlement Amount. The Parties make no
13 representations as to the tax treatment or legal effect of the payments called for in this Settlement
14 Agreement and Class Members are not relying on any statement or representation by the Parties in
15 this regard. Class Members will be solely responsible for the payment of any taxes and penalties
16 assessed on the payments described herein.

17 4.2.5.3 Circular 230 Disclaimer. The Parties acknowledge and agree that (1)
18 no provision of this Settlement, and no written communication or disclosure between or among the
19 Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any
20 such communication or disclosure constitute or be construed or be relied upon as, tax advice within
21 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2)
22 the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
23 counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered into
24 this Settlement based upon the recommendation of any other party or any attorney or advisor to any
25 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
26 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
27 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
28 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation

1 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of
2 any transaction, including any transaction contemplated by this Settlement.

3 4.2.5.4 Escalator Clause/Option:

4 As of the date of the mediation (i.e., October 30, 2024), Defendants estimated there were
5 approximately 1,747 Settlement Class Members who worked approximately 36,032 Workweeks
6 during the Class Period. In the event the total Workweeks worked by Class Members exceeds 10%
7 over 36,032 (i.e., 39,635) at the end of the Class/PAGA Period, Defendants may, at their sole
8 discretion either: (1) elect to increase the Gross Settlement by an amount equal to a pro-rata increase
9 of the Net Settlement Amount to address an increase in workweeks above 39,635 or (2) have the
10 Class/PAGA Period end the workweek ending date when Class Members collectively worked a
11 number of workweeks closest to 37,500 workweeks.

12 **5. RELEASES.**

13 5.1 Release. As of the Effective Date, Plaintiffs, Participating Class Members, PAGA
14 Employees and the State of California (acting through Plaintiffs as its authorized PAGA
15 representatives) release the Released Parties from all Released Class Claims and Released PAGA
16 Claims for the duration of the Class Period and PAGA Period, respectively. "Released Parties" means
17 Defendants Mitra VI, LLC, Denali Midco 2 LLC, and TSG Consumer Partners LP, and their
18 subsidiaries, affiliates and/or parents (including without limitation SSCW Holding Company, Inc.),
19 each of their respective successors and predecessors in interest; all of their respective officers,
20 directors, employees, administrators, attorneys, fiduciaries, trustees, beneficiaries and agents; and each
21 of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs,
22 representatives, accountants, auditors, consultants, insurers and reinsurers. The Class Member
23 Released Claims include all claims that Plaintiffs alleged, or reasonably could have been alleged, based
24 on the facts alleged in the Complaints in the Action (including both the consolidated *Kanafani et al.*
25 (Case No: 37-2022-00044660-CU-OE-CTL) and *Rosas et al.* (Case No. 37-2022-00046807-CU-OE-
26 CTL) actions), all amended Complaints in the Action, and all exhibits to those Complaints such as
27 Plaintiffs' LWDA notice letters) during the Class Period. The Released Class Claims will apply to the
28 Released Parties and will include without limitation Plaintiffs' claims for (1) unfair competition in

1 violation of California Business and Professions Code § 17200, et seq.; (2) failure to pay minimum
2 wages; (3) failure to pay overtime; (4) failure to provide required meal periods; (5) failure to provide
3 required rest periods; (6) failure to reimburse employees for required expenses; (7) failure to provide
4 wages when due; (8) failure to provide accurate itemized wage statements (both as a derivative and
5 direct theory); (8) failure to keep complete and accurate records; and (9) failure to pay all wages due
6 at separation. The PAGA Released Claims released by PAGA Employees include all PAGA Claims
7 from which Plaintiff, the PAGA Employees, and the State of California are fully releasing Defendants
8 and the Released Parties under this Settlement during the PAGA Period, including all claims under
9 PAGA against the Released Parties that were alleged, or reasonably could have been alleged, based
10 on the facts alleged in the Complaints in the Action (including both the consolidated *Kanafani et al.*
11 and *Rosas et al.* Complaints, all amended Complaints in the Action, and all exhibits to those
12 Complaints) and in Plaintiffs' LWDA notice letters during the PAGA Period. The Released PAGA
13 Claims shall include without limitation all claims under PAGA based on the underlying alleged Class
14 Claims. This release will be binding on all PAGA Employees and the State of California and there
15 shall be no right for any PAGA Member, including any plaintiff to the Action, to opt out of this release
16 if the Settlement is approved by the Court. Class Counsel agree to provide timely notice to the LWDA
17 of all settlement-related notices required under PAGA, and to the extent necessary to effectuate a
18 complete release of the Released PAGA Claims, Plaintiffs also agree to submit amended PAGA
19 Notices to the LWDA. The releases in this Agreement include a release of any right to recover
20 attorneys fees or costs related to the resolution of this Action or the Released Class Claims and
21 Released PAGA Claims except for those attorneys fees and costs explicitly specified in this
22 Agreement. It is also the intent of the Parties that the Final Approval Order and judgment approving
23 this Agreement and entered by the Court shall have full *res judicata* effect and be final and binding
24 upon Participating Class Members, PAGA Employees and the State of California regarding the Class
25 Member Released Claims and PAGA Released Claims.

26 5.2 Plaintiffs Complete and General Release. In consideration for the promises and
27 payments set forth in this Settlement Agreement, to which Plaintiffs are otherwise not entitled, all
28 Plaintiffs – including Plaintiffs Wael Kanafani, David Uribe, Michael McGee, Zachary McGordon,

1 Immanuel Pascual, Katie Rosas, and Theresa Rau – agree to provide a Complete and General Release
2 and a 1542 Waiver to the Released Parties, and each of them, upon the Effective Date occurring.
3 Plaintiffs also agree and acknowledge that as of the date of this Settlement, they are no longer
4 employees of Defendants or any of the Released Parties, and that except for the amounts specified in
5 this Settlement to which they are entitled, Defendants and the Released Parties do not owe them any
6 further amounts for any reason and that all prior potential or actual disputes are fully resolved to the
7 maximum extent permitted by law by way of this Settlement. The “Complete and General Release”
8 means an irrevocable and unconditional release given only by the named Plaintiffs in the Action,
9 releasing the Released Parties from any and all charges, complaints, claims, causes of action, debts,
10 sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature
11 whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from
12 conduct occurring during or related to Plaintiffs’ employment, and/or the Action, including but not
13 limited to all of the Class Claims and including without limitation all actions, claims and grievances,
14 whether actual or potential, known or unknown, related, incidental to or arising out of any act or
15 omission committed or omitted by the Released Parties (defined below) during or related to Plaintiffs’
16 employment with or separation from Defendants, including any and all actions, claims and grievances,
17 whether actual or potential, known or unknown, related, incidental that arose or may have arisen before
18 or through the end of the Class Period and/or arising out of Plaintiffs’ employment with Defendants
19 Mitra VI, LLC and Denali Midco 2 LLC and/or the cessation thereof. This release includes a waiver of
20 California Civil Code section 1542 (*i.e.*, 1542 Waiver). This release by Plaintiffs also includes, but is
21 not limited to, a release of all claims under (a) the California Civil Code, (b) the California Fair
22 Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §
23 2000e *et. seq.*, (d) the Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights
24 Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i) the Americans
25 with Disabilities Act 42 U.S.C. § 12101, *et. seq.*, as amended, (j) the Family and Medical Leave Act,
26 as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration and Reform Control Act,
27 as amended, (m) any other state, federal, and local law, regulation and ordinance dealing with
28 discrimination in employment, disability, wrongful discharge, and retaliation for exercising any right

or participating or engaging in any activity, (n) the Occupational Safety and Health Act, as amended, (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment Retirement Income Security Act of 1974, as amended (except vested benefits), (q) the Worker Adjustment and Benefit Protection Act of 1990, as amended, (r) the Worker Adjustment and Retraining Notification Act, as amended, (s) any federal, state or common law claim or cause of action for breach of contract, wrongful discharge, constructive discharge, retaliation, defamation, slander, libel, intentional or negligent infliction of emotional distress, misrepresentation, fraud, promissory estoppel, any other tort or negligence claim, or obligations arising out of any of Defendants' employment policies or practices, employee handbooks, and/or any statements by any employee or agent of Defendants whether oral or written, and (t) any federal, state or common law claim or cause of action for reinstatement, back pay, bonus, attorneys' fees, compensatory damages, costs, front pay, any form of equitable or declaratory relief, liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to reputation, damage for personal, emotional or economic injury or damage of any kind. This provision is intended by the Parties to be all-encompassing and to act as a full and total release of any claims, whether specifically enumerated herein or not, that Plaintiffs might have or have had, that exists or ever has existed related to their employment with or separation from Defendants to the maximum extent permitted by law.

Notwithstanding the foregoing, Plaintiffs do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC") or the National Labor Relations Board ("NLRB"), subject to the condition that Plaintiffs agree not to seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom and agrees that he understands that such limitation does not in any way restrict his ability to file and pursue such charge consistent with the confidentiality obligations set forth in this Settlement Agreement. Plaintiffs also do not waive any rights with respect to, or release Released Parties from, any claims for California Workers' Compensation benefits (except that Plaintiffs hereby releases and waives any claims that, as a result of his separation, he is entitled to additional benefits or payments). Further, Plaintiffs do not release any claim for unemployment compensation benefits. Finally, Plaintiffs do not release any claim that

1 cannot be released as a matter of law by private contract, or for breach of the terms of the Settlement
2 Agreement between Plaintiffs and Defendants.

3 5.2.1 No Pending or Future Lawsuits by Plaintiffs. Other than this Action and
4 Plaintiffs' LWDA notice letters attached as exhibits to their Complaints, Plaintiffs represent they do
5 not have any pending or planned lawsuits, administrative complaints or charges against Defendants or
6 the Released Parties in any local, state, or federal court or administrative agency. Plaintiffs further
7 acknowledge that all claims raised in the Action shall be fully and finally extinguished by virtue of
8 this Settlement Agreement and the Court's Final Approval Order. Plaintiffs also represent they will
9 not bring any action in the future in which Plaintiffs seek or may seek to recover any damages from
10 Defendants or the Released Parties whatsoever relating to or arising from Plaintiffs' hiring,
11 employment with or separation from Defendants or any Released Party, which occurred during the
12 Class Period other than an action to enforce Plaintiffs' rights under this Settlement Agreement if
13 necessary.

14 **6. PROCESS FOR SEEKING PRELIMINARY APPROVAL OF THE SETTLEMENT.**

15 6.1 Motion for Preliminary Approval. As soon as practicable after execution of this
16 Settlement Agreement, Plaintiffs will submit this Settlement Agreement to the Court for Preliminary
17 Approval, asking the Court to issue a Preliminary Approval Order approving the Settlement,
18 substantially in the form attached as **Exhibit B**. Plaintiffs' submission will include this Settlement
19 Agreement, including **Exhibits A-C**, and any motions, memoranda and evidence as may be necessary
20 for the Court to determine that this Settlement Agreement is fair, adequate and reasonable.

21 6.2 LWDA Notice of Settlement. Pursuant to California Labor Code section 2699(l), Class
22 Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with Class
23 Counsel's filing of the motion for Preliminary Approval. Class Counsel will also file a declaration in
24 support of Plaintiffs' motion for Preliminary Approval confirming that Class Counsel has submitted
25 the Settlement Agreement to the LWDA in compliance with California Labor Code section 2699(l).
26 The Parties intend to and believe the notice pursuant to the procedures described in this Paragraph
27 complies with the requirements of the PAGA, and the Parties will request the Court adjudicate the
28 validity of the notice in the motion for Final Approval of the Settlement.

1 **7. SETTLEMENT NOTICE PROCEDURES.**

2 7.1 Class Information. No more than ten (10) business days after entry of the Preliminary
3 Approval Order, Defendants shall provide the Settlement Administrator with the Class Information
4 for purposes of mailing the Notice of Settlement to Class Members.

5 7.2 Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Settlement
6 Administrator will conduct a national change of address search for the most current address of all
7 former employee Class Members and will update such addresses as necessary. Fourteen (14) calendar
8 days after receipt of the Class Information, the Settlement Administrator shall mail the Notice of
9 Settlement (**Exhibit A**) to all Class Members by First Class U.S. Mail. The address identified by the
10 Settlement Administrator as the current mailing address shall be presumed to be the best mailing
11 address for each Class Member.

12 7.3 Undeliverable Notices. Any Notice of Settlement returned to the Settlement
13 Administrator as non-deliverable on or before a date seven (7) calendar days before the Response
14 Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is
15 provided, the Settlement Administrator shall perform a and a skip trace to locate a new address. If
16 those measures are not successful, the Settlement Administrator shall have no further obligation to
17 mail the Notice of Settlement to a Class Member. Class Members to whom the Notice of Settlement
18 is re-sent shall have fourteen (14) calendar days thereafter or until the Response Deadline has expired,
19 whichever is later, to mail the Request for Exclusion or Notice of Objection to the Settlement
20 Administrator. The date of the postmark on the return envelope shall be the exclusive means used to
21 determine whether a Class Member has timely mailed his/her Request for Exclusion or Notice of
22 Objection on or before the relevant deadline. If a Class Member's Notice of Settlement is returned to
23 the Settlement Administrator more than once as non-deliverable, then an additional Notice of
24 Settlement shall not be re-mailed. If, for any reason, a Notice of Settlement is non-deliverable, the
25 Settlement Administrator will not mail an Individual Settlement Payment to the Class Member.
26 Rather, the Settlement Administrator will hold the Individual Settlement Payment until the Void Date
27 to make it available to the Class Member upon request, with proof of identity. If the payment is not
28

1 claimed by the Void Date, the funds shall be delivered to the California State Controller Unclaimed
2 Property Fund in the name of the Class Member along with the funds for uncashed checks.

3 7.4 Notice Satisfies Due Process. Compliance with the notice procedures specified in this
4 Settlement Agreement shall constitute due and sufficient notice to Class Members of this Settlement
5 and shall satisfy the requirements of due process. Nothing else shall be required of, or done by, the
6 Parties, Class Counsel or Defense Counsel to provide notice of the proposed Settlement. In the event
7 the procedures in this Settlement Agreement are followed and the intended recipient of a Notice of
8 Settlement still does not receive the Notice, the intended recipient shall remain a Class Member and
9 will be bound by all terms of the Settlement and any Final Approval Order entered by the Court if the
10 Settlement becomes Effective. Consistent with the California Code of Civil Procedure, it will be
11 presumed that if an envelope has not been returned undeliverable within forty (40) days of the mailing
12 date of the Notice of Settlement to the Class Member, the Notice was delivered.

13 **8. PROCEDURES FOR OPTING OUT AND OBJECTING.**

14 8.1 Requests for Exclusion (Opt-Outs). The Notice of Settlement shall state that Class
15 Members who wish to exclude themselves from the Settlement must submit a written Request for
16 Exclusion to the Settlement Administrator by the Response Deadline. To be valid, the Request for
17 Exclusion: (1) must contain the full name, address, and last four digits of the social security number
18 or employee number of the person requesting exclusion; (2) must be hand signed by the person
19 requesting exclusion; and (3) must state in substance: "I wish to exclude myself from the Settlement
20 in the action titled *Kanafani and Rosas et. al. v. Denali Midco 2 LLC et al., Superior Court of*
21 *California, County of San Diego, Lead Case No. 37-2022-00044660-CU-OE- CTL (consolidated with*
22 *San Diego Superior Court Case No. 37-2022-00046807).* I understand that by requesting to be
23 excluded, I will receive no money from the Class Action Settlement." If the Request for Exclusion
24 does not contain the information listed in (1)-(3) or is not postmarked by the Response Deadline and
25 returned to the Settlement Administrator at the specified address, it will not be deemed a timely and
26 valid Request for Exclusion from the Class. If the Request for Exclusion is received by the Settlement
27 Administrator prior to the Response Deadline and does not include all the required information, the
28 Settlement Administrator will attempt to contact the Class Member to obtain the missing information

1 and clarify the Class Members intentions to the extent reasonably possible. The date of the postmark
2 on the return mailing envelope shall be the exclusive means used to determine whether a Request for
3 Exclusion has been timely submitted. Any Class Member who submits a timely and valid Request for
4 Exclusion from the Class will not be entitled to any monetary recovery under the Settlement and will
5 not be bound by the terms of the Settlement as it relates to the Class Member's Released Class Claims,
6 with the exception that if the Class Member is also a PAGA Employee, s/he will continue to be bound
7 by the release of the Released PAGA Claims (because Class Members cannot opt out of the PAGA
8 portion of the Settlement). Any Class Member who submits a timely and valid Request for Exclusion
9 will not have any right to object, appeal, or comment on the Settlement. Class Members who fail to
10 submit a timely and valid Request for Exclusion on or before the Response Deadline shall be members
11 of the Class (i.e., a Participating Class Member) and will be bound by all terms of the Settlement and
12 the Final Approval Order entered in this Action. No later than fourteen (14) calendar days after the
13 Response Deadline, the Settlement Administrator shall provide Defense Counsel and Class Counsel
14 with a complete list of all Class Members who have submitted timely and valid Requests for Exclusion,
15 including their name and social security number or employee number.

16 8.2 Notices of Objections. The Notice of Settlement shall state that Class Members who
17 wish to object to the Settlement must submit a written Notice of Objection to the Settlement
18 Administrator by the Response Deadline. Only Participating Class Members (i.e., Class Members
19 who do not opt out) are permitted to object to the Settlement Agreement. To be valid, the Notice of
20 Objection: (1) must contain the full name, address, and last four digits of the social security number
21 or employee number of the Class Member; and (2) must be hand signed by the Class Member. The
22 Notice of Objection should also (3) state the case name and number, i.e., *Kanafani and Rosas et. al.*
23 *v. Denali Midco 2 LLC et al., Superior Court of California, County of San Diego, Lead Case No. 37-*
24 *2022-00044660-CU-OE- CTL (consolidated with San Diego Superior Court Case No. 3 7-2022-*
25 *00046807)*, the basis for the objection, and if the Class Member intends to appear at the Final Approval
26 Hearing. If the Notice of Objection does not contain the information listed in (1)-(3) or is not filed or
27 postmarked by the Response Deadline and returned to the Settlement Administrator at the specified
28 address, it will not be deemed a timely and valid Notice of Objection to this Settlement. The date of

1 the postmark on the return mailing envelope shall be the exclusive means used to determine whether
2 a Notice of Objection has been timely submitted. Class Members who fail to submit a timely and
3 valid Notice of Objection or fail to appear at the Final Approval Hearing to object in person verbally
4 shall be deemed to have waived any objections and shall be foreclosed from making any objections to
5 the Settlement. Class Members who submit a timely and valid Notice of Objection will also have a
6 right to appear at the Final Approval Hearing to have their objections heard by the Court. A Class
7 Member does not need to submit a written Notice of Objection to object in person verbally at the Final
8 Approval Hearing. The Settlement Administrator shall forward all written objections to Class Counsel
9 and Defense Counsel within 3 days of receipt.

10 8.3 No Solicitation of Exclusions or Objections. The Parties agree to use their best efforts
11 to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to
12 solicit or otherwise encourage Class Members to submit a Notice of Objection to or Request for
13 Exclusion from the Settlement or to appeal from the Court's Final Approval Order. Class Counsel
14 shall not represent Class Members with respect to any objections or appeals to this Settlement.

15 8.4 Option to Terminate Settlement. Defendants, at their sole discretion, shall have the
16 right, but not the obligation, to revoke the Settlement if five percent (5%) or more of the total number
17 of Class Members timely submit a Request for Exclusion. Defendants shall exercise their revocation
18 right, if at all, within fourteen (14) calendar days of the Response Deadline by providing written notice
19 to Class Counsel. If Defendants exercise a right to void the Settlement pursuant to this Paragraph, this
20 Settlement Agreement and any related settlement documents shall be null and void, and any class
21 certified for settlement purposes will be vacated. In such an event, neither this Settlement Agreement,
22 related settlement documents, nor the negotiations leading to the Settlement may be used as evidence
23 for any purpose, and Defendants shall retain the right to challenge all claims and allegations in the
24 action, to assert all applicable defenses, and to dispute the propriety of class certification on all
25 applicable grounds. Further, if Defendants revokes the Settlement pursuant to this Paragraph, it will
26 be solely responsible for any administration costs incurred as of the revocation date.

1 **9. FINAL APPROVAL PROCEDURES.**

2 9.1 Settlement Administrator Declaration in Support of Final Approval. No fewer than
3 thirty (30) calendar days prior to the Final Approval Hearing, the Settlement Administrator shall
4 provide the Parties with a declaration of due diligence detailing the number of Notice Packets mailed
5 and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely
6 requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number
7 of objections received, the amount of the average, lowest, and highest Individual Settlement Payments
8 to Participating Class Members, the amount of the average, lowest, and highest PAGA Employee
9 Payments, the Settlement Administration Costs, and any other information as the Parties mutually
10 agree or the Court orders the Settlement Administrator to provide. Class Counsel shall be responsible
11 for working with the Administrator to timely submit the declaration of due diligence to the Court.

12 9.2 Motion for Final Approval. As soon as practicable after the Response Deadline,
13 Plaintiffs will file a motion for Final Approval, asking the Court to issue a Final Approval Order
14 substantially in the form attached as **Exhibit C**. Plaintiffs' submission will include any motions,
15 memoranda and evidence as may be necessary for the Court to determine that this Settlement
16 Agreement is fair, adequate and reasonable.

17 9.3 Final Approval Hearing. The Parties will request that the Court hold a Final Approval
18 Hearing approximately 120 days after the Preliminary Approval Date or as soon thereafter as the
19 Court's calendar permits, where objections, if any, may be heard and the Court shall determine whether
20 the Settlement should be finally approved, and if so, the amounts payable for: (1) Class Counsel Fees
21 Award; (2) the Class Counsel Costs Award; (3) Plaintiff's Service Award; (4) Individual Settlement
22 Payments; and (5) Settlement Administration Costs.

23 9.4 Entry of Final Approval Order. If the Court approves this Settlement at the Final
24 Approval Hearing, the Parties shall request that the Court enter a Final Approval Order, substantially
25 in the form of **Exhibit C**. After granting final approval of the Settlement and entering judgment, the
26 Court shall retain jurisdiction over the Parties to enforce and implement the terms of the judgment.

10. ADMINISTERING THE SETTLEMENT.

10.1 Funding and Allocation of Settlement.

10.1.1 Settlement Accounting. No more than ten (10) calendar days after the Final Approval Order, the Settlement Administrator will provide the Parties with an accounting of all anticipated payments from the Settlement Fund Account, including: (1) the total amount of Individual Settlement Payments; (2) the PAGA Award; (3) Plaintiffs' Service Awards; (4) the Class Counsel Fees Award; (5) the Class Counsel Costs Award; and (6) Settlement Administration Costs, all as specified in this Settlement Agreement and approved by the Court.

10.1.2 Funding the Settlement. Within fifteen (15) calendar days following the Effective Date of the Settlement, Defendants shall fund the Settlement by providing the Total Settlement Amount to the Settlement Administrator.

10.1.3 Distributing The Settlement: The Settlement Administrator shall deposit the funds in the Settlement Fund Account and will disburse the funds in the manner and at the times set forth in this Settlement Agreement, including paying the Individual Settlement Payments, Class Counsel Fees Award, Class Counsel Costs Award, Settlement Administration Costs, Plaintiffs' Service Awards, and PAGA Award within ten (10) calendar days following the date on which Defendants fund the Settlement.

10.1.4 Resolving Disputes Regarding Class Information & Workweeks: Defendants' business records will govern for purposes of administering the Settlement. Defendants will use its best efforts to identify, collect, and provide accurate Class Information to the Settlement Administrator. Defendants' business records are presumed to be accurate and correct.

Each Class Member's estimated Workweeks will be specified in the Class Notice. Class Members can challenge the estimated Workweeks by submitting information and documentation to the Settlement Administrator on or before the Response Deadline to support the challenge. The Settlement Administrator will notify Class Counsel and Defendants' counsel of any challenges and give Defendants the opportunity to investigate the challenge. The Settlement Administrator's determination will be final and binding and must be made prior to the Final Approval Hearing. In resolving disputes, any timely and successful challenges will potentially affect only how the Net

1 Distribution Fund is apportioned to Participating Class Members and PAGA Employees but cannot
2 result in Defendants paying any greater amount to fund this Settlement than the maximum Total
3 Settlement Amount specified in this Settlement Agreement.

4 Class Members, PAGA Employees, and other current or former employees have no right to
5 assert any claim that they were improperly excluded from the Settlement or that their individual
6 payment was improperly calculated through ignorance, oversight, error or otherwise after the
7 Settlement Administrator's distribution of Individual Settlement Payments in accordance with this
8 Agreement and the Court's Final Approval Order.

9 10.2 No Effect on Employee Benefits. The Individual Settlement Payments made to
10 Participating Class Members and PAGA Payments made to PAGA Employees under this Agreement
11 shall not be utilized to calculate any additional benefits under any Collective Bargaining Agreements
12 or union-sponsored benefits (if applicable), and/or benefit plans to which any Participating Class
13 Members or Class Members or PAGA Employees may be eligible, including, but not limited to: profit-
14 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
15 plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect
16 any rights, contributions, or amounts to which any Participating Class Members, Class Members and
17 PAGA Employees may be entitled under any benefit plans.

18 **11. MISCELLANEOUS PROVISIONS.**

19 11.1 No Admission of Liability. Defendants, on behalf of themselves and the respective
20 Released Parties, specifically deny all of the allegations in the operative Complaints and Plaintiffs'
21 LWDA letters. Defendants further deny the allegations that the Class Members and PAGA Employees
22 were harmed by the conduct alleged in the Action. This Settlement Agreement is a compromise of
23 highly disputed claims. Nothing contained in this Settlement Agreement and no documents referred
24 to herein and no action taken to carry out this Settlement Agreement may be construed or used as an
25 admission by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability
26 whatsoever. Defendants reserves the right to assert any and all available defenses to the Claims in this
27 Action in the event this Settlement does not become final and binding for any reason.
28

1 11.2 Nullification of Settlement Agreement. In the event: (1) the Court does not enter the
2 Preliminary Approval Order as provided herein; (2) the Court does not enter a Final Approval Order
3 as provided herein; or (3) the Effective Date does not occur for any other reason after good faith efforts
4 by the Parties to obtain approval consistent with this Agreement to address questions or concerns (if
5 any) of the Court, this Settlement Agreement shall be null and void and any order entered by the Court
6 in furtherance of this Settlement shall be treated as void from the beginning. In such case, the Parties
7 shall be returned to their respective statuses as of the date and time immediately prior to the execution
8 of this Settlement Agreement and the Parties shall proceed in all respects as if this Settlement
9 Agreement had not been executed, except that any Settlement Administration Costs already incurred
10 by the Settlement Administrator shall be paid by the Parties in equal shares. In the event an appeal is
11 filed from the Court's Final Approval Order or from an order rejecting any motion to intervene, or any
12 other appellate review is sought, Settlement administration shall be stayed pending final resolution of
13 the appeal and Defendants will not be required to fund this Settlement until and unless the Effective
14 Date is reached.

15 11.3 Exhibits and Headings. The terms of this Settlement Agreement include the terms set
16 forth in **Exhibits A-C** attached, which are incorporated by this reference as though fully set forth
17 herein. All **Exhibits A-C** to this Settlement Agreement are an integral part of the Settlement. The
18 descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for
19 convenience only and do not constitute a part of this Settlement Agreement.

20 11.4 Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
21 except such proceedings necessary to implement and complete the Settlement, pending the Final
22 Approval Hearing to be conducted by the Court. The Parties further agree that pursuant to CCP section
23 583.330 to extend the date to bring a case to trial under CCP section 583.310, the time to bring this
24 action to trial is tolled from the time this Agreement is executed by all Parties through the entire period
25 of this settlement process.

26 11.5 Amendment or Modification. This Settlement Agreement may be amended or
27 modified only by a written instrument signed by Defense Counsel and Class Counsel or their
28 successors-in-interest.

1 11.6 Entire Agreement. This Settlement Agreement and the attached **Exhibits A-C**
2 constitute the entire agreement among the Parties, and no oral or written representations, warranties
3 or inducements have been made to any Party concerning this Settlement Agreement or its **Exhibits A-**
4 **C** other than the representations, warranties and covenants contained and memorialized in the
5 Settlement Agreement and **Exhibits A-C**.

6 11.7 Authorization to Enter Into Settlement Agreement. Defense Counsel and Class
7 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
8 negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be
9 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The persons
10 signing this Settlement Agreement on behalf of Defendants represent and warrant that they are
11 authorized to sign this Settlement Agreement on behalf of Defendants. Plaintiffs represent and warrant
12 they are authorized to sign this Settlement Agreement and that they have not assigned any Class Claim
13 or PAGA Claim covered by this Settlement to a third-party. The Parties and their counsel agree to
14 cooperate with each other fully and to use their best efforts to effect the implementation of the
15 Settlement. Such cooperation includes, but is not limited to, execution of such other documents and
16 the taking of such other actions as may be reasonably necessary to fulfill the terms of this Settlement.
17 In the event the Parties are unable to reach agreement on the form or content of any document needed
18 to implement the Settlement or on any supplemental provisions that may become necessary to
19 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such
20 disagreement.

21 11.8 Binding On Successors and Assigns. This Settlement Agreement shall be binding
22 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

23 11.9 California Law Governs. All terms of this Settlement Agreement and **Exhibits A-C**
24 hereto shall be governed by and interpreted according to the laws of the State of California.

25 11.10 Participation in Drafting Settlement Agreement. The Settlement shall not be construed
26 in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement
27 Agreement.
28

1 11.11 Invalidity of Any Provision. Before declaring any provision of this Settlement
2 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedent so as to define all provisions of this Settlement
4 Agreement valid and enforceable.

5 11.12 Publicity. Plaintiffs and Class Counsel agree to discuss the terms of this Settlement
6 only in filings submitted to a court or court hearings to establish their adequacy to serve as a class
7 representatives and/or Class Counsel in this Action, in declarations submitted to a court in support of
8 a motion for attorneys' fees in this Action, and in discussions with Class Members in the context of
9 administering this Settlement. Plaintiffs and Class Counsel agree not to otherwise publicize this
10 Settlement, including, but not limited to, issuing press releases, posting summaries online, or otherwise
11 speaking to the press regarding the terms of this Settlement. If Plaintiffs or Class Counsel are
12 contacted by members of the press or others, they will respond that the lawsuit exists and has been
13 resolved, and may provide any information regarding the Settlement and approval process.

14
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16 [Continued on Next Page]
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11.13 Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be in writing and sent to:

TO PLAINTIFF:	TO DEFENDANTS:
ZAKAY LAW GROUP, APLC Shani O. Zakay (State Bar #277924) shani@zakaylaw.com 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 Telephone: (619) 255-9047 JCL LAW FIRM, APC Jean-Claude Lapuyade (State Bar #248676) jlapuyade@jcl-lawfirm.com 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 Telephone: (619) 599-8292 SULLIVAN & YAECKEL LAW GROUP, APC Eric K. Yaeckel (State Bar #274608) yaeckel@sullivanlawgroupapc.com Ryan T. Kuhn (State Bar #324538) ryan@sullivanlawgroupapc.com 2330 Third Avenue San Diego, CA 92101 Telephone: (619) 702-6760 Facsimile: (619) 702-6761	Joshua Daniel Levine, Bar No. 239563 jdlevine@littler.com Jocelyn D. Hannah, Bar No. 224666 jhannah@littler.com LITTLER MENDELSON, P.C. 501 W. Broadway, Suite 900 San Diego, California 92101.3577 Telephone: 619.232.0441 Fax No.: 619.232.4302 Attorneys for Defendants MITRA VI, LLC, DENALI MIDCO 2 LLC, AND TSG CONSUMER PARTNERS LP

11.14 Execution by Class Members. It is agreed it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Notice of Settlement will therefore advise all Class Members of the binding nature of the Settlement and its Released Class Claims and Released PAGA Claims, which release shall have the same force and effect as if each Participating Class Member executed this Settlement Agreement individually.

11.15 Execution by Plaintiffs. Plaintiffs, by signing this Settlement Agreement, are bound by the terms herein and further agree not to submit any Request for Exclusion from or Notice of Objection to the Settlement. Any such Request for Exclusion or Notice of Objection shall therefore be void and of no force or effect.

11.16 Counterparts. This Settlement Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, which

shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement Agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

IT IS SO AGREED:

PLAINTIFFS

Dated: 05/19/2025


Michael McGee (May 19, 2025 14:23 PDT)

Michael McGee

Dated: 05/19/2025


Wael Kanafani (May 19, 2025 09:03 PDT)

Wael Kanafani

Dated: 05/19/2025


David Uribe (May 19, 2025 14:28 PDT)

David Uribe

Dated: 05/19/2025

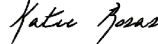

Zachary McGordon (May 19, 2025 07:50 PDT)

Zachary McGordon

Dated: 05/19/2025


Imr (May 19, 2025 14:49 PDT)

Imr DocuSigned by:



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Katie DocuSigned by:

TERESA RAU

5309ABA770F047C...

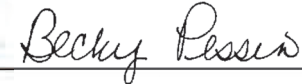
Theresa Rau

Dated: 5/20/2025

Dated: 5/21/2025

DEFENDANT MITRA VI, LLC

Dated: 5/21/2025

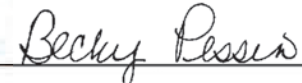
Signature: 

Name: Becky Pessin

Title: CFO

DEFENDANT DENALI MIDCO 2 LLC

Dated: 5/1/2025

Signature: 

Name: Becky Pessin

Title: CFO

DEFENDANT TSG CONSUMER PARTNERS LP

Dated: 5/22/2025 | 7:12 AM PDT

DocuSigned by:
Signature: Jessica Duran
DBB86DFFCEB64EC...
Name: Jessica Duran
Title: CFO

END OF DOCUMENT

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Kanafani and Rosas et. al. v. Denali Midco 2 LLC et al.

Superior Court of California, County of San Diego, Lead Case No. 37-2022-00044660-CU-OE-CTL (consolidated with San Diego Superior Court Case No. 37-2022-00046807)

To: Alleged Misclassified Subclass: All current and former California employees of Defendants classified as exempt Site Managers during the Class Period.

AND

Non-Exempt Employee Subclass: All current and former California employees of Defendants classified as a non-exempt hourly employees during the Class Period.

(Collectively Referred to as “Class Members”)

Please read this notice carefully – it provides important information about your legal rights and obligations under an agreement to settle a class/representative action lawsuit.

1. WHY IT IS IMPORTANT TO READ THIS NOTICE

Judge Gregory W. Pollack of the San Diego County Superior Court (the “Court”) has preliminarily approved a class/representative action settlement (the “Settlement” or “Settlement Agreement”) of all claims that were or could have been asserted based on the facts alleged in the lawsuit titled *Kanafani and Rosas et. al. v. Denali Midco 2 LLC et al.*, Superior Court of California, County of San Diego, Lead Case No. 37-2022-00044660-CU-OE-CTL (consolidated with San Diego Superior Court Case No. 37-2022-00046807) (the “Action”).

The Settlement affects all current and former employees employed by Defendants Mitra VI, LLC, Denali Midco 2 LLC, and TSG Consumer Partners LP (“SSCW” or “Defendants”) as non-exempt employees or as exempt Site Managers in the State of California during the Class Period (the “Class Members”). “Class Period” is referred to in this Notice and the Settlement as the period from November 4, 2018 through February 13, 2025.

You have received this Notice of Settlement because Defendants’ records show that you are a Class Member.

This Notice of Settlement provides you with a description of the lawsuit, informs you of the key terms of the proposed Settlement, and discusses your rights and options under the Settlement. ***It is important that you read this Notice of Settlement carefully as your rights will be affected by the Settlement.*** Your options are described below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound

SETTLEMENT PAYMENT	by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below. Class Members who choose this option are referred to as “Participating Class Members.”
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion from the Settlement Class by [REDACTED], 2025 (see Section 4 below for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment for the Class Claims and will not release the Released Class Claims described in Section IV, and (2) be barred from filing an objection to the settlement. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties to the extent you are a PAGA Employee (defined below).
OBJECT	If you decide to object to the settlement you have the opportunity to do so by (1) appearing at the Final Approval Hearing and communicating your objection to the Court and/or (2) submitting a written Notice of Objection to the Settlement Administrator stating why you object to the settlement by [REDACTED], 2025 (see Section 4 for more details on how to object).

2. WHAT THIS ACTION AND SETTLEMENT IS ABOUT

A class/representative action is a lawsuit where one or more representative plaintiffs brings claims on behalf of many people to be decided in a single court proceeding.

Plaintiffs Wael Kanafani and David Uribe filed their initial class action complaint (the “*Kanafani* action”) on November 4, 2022, against Defendants Mitra VI, LLC and Denali Midco 2 LLC. They sent notice to the Labor and Workforce Development Agency (“LWDA”) on August 23, 2022. On July 11, 2023, Kanafani and Uribe filed a First Amended Complaint (“FAC”) adding named plaintiffs Michael McGee, Zachary McGordon and Immanuel Pascual, in addition to a PAGA claim. McGee and Pascual provided notice to the LWDA on January 20, 2023, and McGordon provided notice on May 18, 2023. The *Kanafani* FAC alleges the following causes of action: (1) unfair competition in violation of California Business and Professions Code § 17200, et seq.; (2) failure to pay minimum wages in violation of Labor Code §§ 1194, 1197, 1197.1; (3) failure to pay overtime in violation of Labor Code Labor Code §§ 510 et seq.; (4) failure to provide required meal periods in violation of Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Labor Code §§ 226.7 and 512; (6) failure to reimburse employees for required expenses in violation of Labor Code § 2802; (7) failure to provide wages when due in violation of Labor Code §§ 201, 202, 203; (8) failure to provide accurate itemized wage statements in violation of Labor Code § 226; and (9) violation of the PAGA.

Plaintiffs Katie Rosas (“Rosas”) and Theresa Rau (“Rau”) filed a representative PAGA action (the “Rosas action”) on November 18, 2022, against Defendants Mitra VI, LLC, Denali Midco 2 LLC and TSG Consumer Partners LP. The Rosas plaintiffs sent notice to the LWDA on August 25, 2022. The Rosas complaint alleges a single PAGA claim in a representative capacity only, based on the following underlying Labor Code violations: (1) failure to provide compliant meal and rest periods in violation of Labor Code §§ 226.7 and 512; (2) failure to provide minimum wage in violation of Labor Code § 1197; (3) failure to provide overtime in violation of Labor Code § 510; (4) failure to provide accurate itemized wage statements in violation of Labor Code § 226; and (5) failure to pay all wages due at separation in violation of Labor Code §§ 201-203.

Due to the overlap between the *Kanafani* and *Rosas* actions, on July 10, 2023, the two actions were consolidated, with the *Kanafani* action designated as the lead case. The Parties agreed to schedule a mediation on October 30, 2024, with experienced mediator Tripper Ortman. Prior to the mediation, the Parties engaged in significant informal discovery related to the scope and parameters of the putative Class and putative PAGA Employee group as well as all of Plaintiff’s claims. The documents and data produced by Defendants to Plaintiffs consisted of hundreds of pages of relevant policy documents, handbooks, personnel records, wage statements, key data on the number of putative class members, workweeks in the Class Period, pay periods in the PAGA Period, separated employees, as well as the relevant pay and time data for all Class Members.

Following extensive informal discovery, the parties participated in a full-day mediation with Mr. Ortman on October 30, 2024, and after lengthy, arms-length negotiations, the Parties eventually reached the key terms of a settlement based on a memorandum of understanding that was fully executed on November 27, 2024.

This Settlement is not an admission of any wrongdoing by Defendants or an indication that Defendants violated any law. The Court did not decide in favor of Plaintiffs or Defendants as to the merits of the case. There was no trial. Instead, both sides agreed to a resolution of the Action. The Settlement is intended to allow the Parties to avoid the costs of further litigation and a trial, while allowing Class Members and PAGA Employees (defined as Class Members employed during the period from November 4, 2018 through “Class Period” is referred to in this Notice and the Settlement as the period from November 4, 2018 through February 13, 2025 to receive payments from the Settlement as specified below.

Plaintiffs and their attorneys, who were preliminarily appointed as representatives for the Class, believe the Settlement is in the best interests of all Class Members.

Defendants will not take any adverse action against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate as further detailed in Section 3 below.

3. SUMMARY OF THE TERMS OF THE SETTLEMENT

I. The Total Settlement Amount

The Total Settlement Amount is Eight Hundred and Sixty Thousand Dollars and Zero Cents (\$860,000.00). The Total Settlement Amount will be distributed as follows:

Class Counsel's Fees and Costs Award: Plaintiff's counsel ("Class Counsel") have been prosecuting the Action on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or costs. Class Counsel will ask the Court to award fees of one-third of the Total Settlement Amount, or Two Hundred and Eighty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$286,666.67) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$ [REDACTED] for the costs Class Counsel incurred in connection with the Action.

Service Award to Class Representative: Plaintiffs Wael Kanafani, David Uribe, Michael McGee, Zachary McGordon, Immanuel Pascual, Katie Rosas, and Theresa Rau have been appointed as the Class Representatives. Class Counsel will ask the Court to award them a Service Award in the amount of \$10,000 each to compensate them for service and in exchange for a general release of claims by each of them. The Class Representative also will receive their individual share of the Settlement as Participating Class Members.

PAGA Award: Under the Settlement, \$43,000 of the Total Settlement Amount will be allocated to the settlement of Plaintiff's PAGA Claims (i.e., any and all claims Plaintiff asserted or could have asserted in the Action under PAGA and/or their LWDA notice letters). Of this amount, \$32,250 will be paid to the California Labor & Workforce Development Agency ("LWDA") in satisfaction of the claims for civil penalties under PAGA, and the remaining \$10,750 will be divided between all PAGA Employees based on the number of pay periods worked during the PAGA Period. You do not have the right to opt-out or exclude yourself from receiving the amount paid pursuant to PAGA. "PAGA Employees" includes all members of the Alleged Misclassification and Non-Exempt Subclasses who were employed by Defendants during the period from November 4, 2021 through February 13, 2025. If you are a PAGA Employee, you will receive your allocated portion of this payment and will be bound by the release of all such PAGA Claims as discussed in Section 4 below.

Costs of Administration: The Court has approved APEX Class Action, LLC (the "Settlement Administrator") to administer this Settlement. The Court has preliminarily approved Settlement Administration Costs not to exceed \$17,000. The cost of administration will be paid from the Total Settlement Amount.

Net Distribution Fund: After deducting the amounts above from the Total Settlement Amount, the balance will form the Net Distribution Fund for distribution to Participating Class Members (Class

Members who do not opt-out). Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Distribution Fund according to the formula and calculations set forth in the section immediately below entitled “Calculation of Individual Settlement Payments.”

Tax Issues: Each Individual Settlement Payment shall be allocated between taxable and non-taxable consideration as follows: twenty-five percent (25%) will be allocated to alleged unpaid wages for which an IRS Form W-2 will issue and seventy-five percent (75%) will be allocated to alleged penalties and interest for which an IRS Form 1099 will issue. The Settlement Administrator will be responsible for calculating the employee-side and employer-side taxes owed on the wage portion of each Participating Class Member’s Individual Settlement Payment and paying these amounts to the appropriate state and federal agencies, within the timing required by applicable state and/or federal law. The employee-side taxes owed will be paid from the Net Distribution Fund and withheld from Individual Settlement Payments. Employer-side taxes owed on the wage portion of Individual Settlement Payments will be calculated and paid by the Settlement Administrator after such employer-side tax amounts are paid by Defendant to the administrator separate from and in addition to the Total Settlement Amount. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Settlement Payments. Participating Class Members and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on their Settlement Payments. Accordingly, Participating Class Members and PAGA Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement if they have any questions.

Uncashed Checks: All Participating Class Members and PAGA Employees will receive an Individual Settlement Payment based on the calculations detailed below. Checks must be cashed within 180 days. On the 181st day, checks are void and uncashed funds will be transmitted by the Settlement Administrator to the California State Controller Unclaimed Property Fund in the name of the Class Member/PAGA Employee.

II. Calculation of Individual Settlement Payments

Participating Class Members – i.e., all Class Members who do not submit a timely Request for Exclusion as explained in the “Option 2: Request Exclusion from the Settlement” section below – will receive an Individual Settlement Payment based on the calculation detailed below.

In addition, all “PAGA Employees” will receive a prorated portion of the 25% of the PAGA Award based on their prorated number of pay periods during the PAGA Period using the calculation detailed below.

Workweek Calculations - Class: Defendants will calculate the total number of workweeks that all Participating Class Members worked during the Class Period (“Total Class Pay Periods”). The value of each pay period shall be determined by the Settlement Administrator by dividing the Net Distribution Fund (less the 25% of the PAGA Award to be distributed to PAGA Employees) by the total number of workweeks worked by Participating Class Members during the Class Period to establish a “Class Workweek Value.”

PAGA Employee Calculations: For PAGA Employees, Defendants will calculate the total number of pay periods that each PAGA Employee worked during the PAGA Period (“Total PAGA Pay Periods”). The value of each PAGA Pay Period shall be determined by the Settlement Administrator by dividing the 25% of the PAGA Award allocated for PAGA Employees by the Total PAGA Pay Periods for all PAGA Employees to establish a “PAGA Pay Period Value.” A Class Member who is also a PAGA Employee will receive a payment under this section even if they opt-out of the Class settlement and will be bound by the release of the PAGA claims released through this Settlement.

Individual Settlement Payments: To determine the “Individual Settlement Payment” for each Class Member, the Settlement Administrator will multiply the individual’s Total Class Workweeks by the Class Workweek Value (if the Class Member is a Participating Class Member) and the individual’s Total PAGA Pay Periods by the PAGA Pay Period Value (if the individual is a PAGA Employee). The Individual Settlement Payment will be reduced by any required legal deductions. Review the information below, which shows (1) the estimated number of your workweeks in the Class Period and pay periods during the PAGA Period; and (2) your corresponding estimated individual settlement payments:

	Workweeks or Pay Periods	Estimated Ind. Payment
Workweeks As a Class Member During Class Period	INSERT	\$INSERT
Pay Periods As a PAGA Employee During PAGA Period	INSERT	\$INSERT

If you believe the number of workweeks and/or pay periods you were credited above is incorrect, you can challenge this estimate by submitting evidence to the Settlement Administrator, APEX Class Action, LLC, **prior to the Response Deadline on [insert date of opt out/objection deadline]** showing what you believe is the correct number of workweeks and/or pay periods you should be credited. The Settlement Administrator will notify the Parties of any challenges and give Defendant the opportunity to investigate the challenge and provide relevant information and documents to the Settlement Administrator. All challenges will be resolved by the Settlement Administrator after taking into consideration any information and documentation provided by you and Defendant. The Settlement Administrator’s determination will be final and binding and will be made prior to the calculation and distribution of the Individual Settlement Payments.

III. Release of Claims

Unless you timely request to be excluded from the Settlement, you will be unable to sue, continue to sue or be a part of any other lawsuit against Defendants and other Released Parties (defined below) regarding the “Released Class Claims” in this Settlement. Moreover, all PAGA Employees will be bound by the release of Released PAGA Claims, as discussed below. Further information about, and the definition of, the releases is provided below.

A. Released Parties

The Released Parties includes Defendants Mitra VI, LLC, Denali Midco 2 LLC, and TSG

Consumer Partners LP, and their subsidiaries, affiliates and/or parents, attorneys, and each of their respective successors and predecessors in interest; all of their respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries and agents; and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers (“Released Parties”).

B. Releases

The “Effective Date” of the Settlement means the date by which the Settlement is finally approved and the Court’s Final Approval Order becomes binding—*i.e.*, the date when there is no possibility of an appeal, writ, or further appeal that could potentially prevent the Settlement Agreement from becoming final and binding, which the Parties agree will be 65 calendar days after the notice of an order granting final approval of the Settlement is served, provided there have been no appeals filed within that time.

As of the Effective Date, Plaintiff, Participating Class Members, PAGA Employees and the State of California (acting through Plaintiff as its authorized PAGA representative) release the Released Parties from all Class Claims for the duration of the Class Period (*i.e.*, November 4, 2018 through February 13, 2025) and release all PAGA Claims for the duration of the PAGA Period (*i.e.*, November 4, 2021 to February 13, 2025). The Released Class Claims include all claims that Plaintiffs alleged, or reasonably could have been alleged, based on the facts alleged in the Complaints in the Action (including both the consolidated *Kanafani et al.* (Case No: 37-2022-00044660-CU-OE-CTL) and *Rosas et al.* (Case No. 37-2022-00046807-CU-OE-CTL) actions), all amended Complaints in the Action, and all exhibits to those Complaints such as Plaintiffs’ LWDA notice letters) during the Class Period. The Released Class Claims will apply to the Released Parties and will include without limitation Plaintiffs’ claims for (1) unfair competition in violation of California Business and Professions Code § 17200, et seq.; (2) failure to pay minimum wages; (3) failure to pay overtime; (4) failure to provide required meal periods; (5) failure to provide required rest periods; (6) failure to reimburse employees for required expenses; (7) failure to provide wages when due; (8) failure to provide accurate itemized wage statements (both as a derivative and direct theory); (8) failure to keep complete and accurate records; and (9) failure to pay all wages due at separation. The Released PAGA Claims released by PAGA Employees include all PAGA Claims from which Plaintiff, the PAGA Employees, and the State of California are fully releasing Defendants and the Released Parties under this Settlement during the PAGA Period, including all claims under PAGA against the Released Parties that were alleged, or reasonably could have been alleged, based on the facts alleged in the Complaints in the Action (including both the consolidated *Kanafani et al.* and *Rosas et al.* Complaints, all amended Complaints in the Action, and all exhibits to those Complaints) and in Plaintiffs’ LWDA notice letters during the PAGA Period. The Released PAGA Claims shall include without limitation all claims under PAGA based on the underlying alleged Class Claims. This release will be binding on all PAGA Employees and the State of California and there shall be no right for any PAGA Member, including any plaintiff to the Action, to opt out of this release if the Settlement is approved by the Court. It is the intent of the Parties that the Final Approval Order entered by the Court shall have full *res judicata* (*i.e.*, preclusive) effect and be final and binding upon Participating Class Members, PAGA Employees and the State of California regarding the Released Class Claims and PAGA Released Claims.

Class Members who do not opt out (*i.e.*, submit a timely Request for Exclusion as explained below) will release the Released Class Claims for the duration of the Class Period.

PAGA Employees will be bound by the release of the PAGA Claims for the duration of the PAGA Period and will receive a share of the PAGA Award, notwithstanding any request to opt-out of the Class Claims.

Plaintiffs' Complete and General Release:

The named Plaintiffs only are agreeing to a Complete and General Release of all claims as part of this Settlement and as consideration for the Service Awards specified above.

4. YOUR OPTIONS REGARDING THIS CLASS ACTION SETTLEMENT

I. First Option: Do Nothing and Receive an Individual Settlement Payment if the Settlement Becomes Final and Binding

You do not need to do anything to participate in this Settlement. If the Settlement becomes binding and you do nothing, you will receive an Individual Settlement Payment. The amount of the Individual Settlement Payment will depend, in part, on the amounts approved by the Court and will be calculated based on the Individual Settlement Payment calculation described above. If you disagree with the number of Workweeks or Pay Periods credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. If you do nothing, you will also be bound by the Settlement and you will be releasing all Released Class Claims and Released PAGA Claims in exchange for an Individual Settlement Payment, as explained above.

II. Second Option: Request Exclusion from the Settlement

If you do not wish to participate in the settlement for any reason, you must submit a written letter, called a "Request for Exclusion," to the Settlement Administrator.

To be valid, the Request for Exclusion need not use specific language, but must be hand signed and contain sufficient information to verify your identity (e.g., your full name, address, and employee number or last four digits of your social security number) and confirm that you wish to be excluded from the Settlement and any payment and release associated with the settlement of the Class Claims as set forth in this Notice and the Settlement Agreement.

To be timely, the Request for Exclusion must be postmarked and mailed to the Settlement Administrator at the address below **on or before [Date]** (the "Response Deadline"). Requests for Exclusion postmarked after this date may be disregarded.

Kanafani and Rosas et. al. v. Denali Midco 2 LLC et al Class Action
c/o APEX Class Action, LLC
[INSERT ADDRESS]
[INSERT PHONE NUMBER]

Any Class Members who submit a timely and valid Request for Exclusion will NOT receive any money from the Settlement of the Class Claims and will not be bound by the terms of the Settlement or the release of the Class Claims. Any Class Member who submits a timely and valid Request for Exclusion will also not have any right to object, appeal or comment on the Settlement. The only exception is that if you are also a PAGA Employee you will still release the PAGA Claims and receive a portion of the PAGA Award as there is no right to opt out of the PAGA release.

Class Members who do **not** submit a timely and valid Request for Exclusion on or before the Response Deadline will be deemed “Participating Class Members.” As described above, each Participating Class member will receive an Individual Settlement Payment and will be bound by all terms of the Settlement and the Final Approval Order entered in this Action.

III. Third Option: Object to the Settlement

If you do not believe the Settlement is fair, you can object and ask the Court to deny approval of the Settlement. If the Court grants approval over your objection, you will remain a Class Member, will release the Class Claims for the Class Period, and you will still receive an Individual Settlement Payment as described above.

You can object to the Settlement by (1) appearing at the Final Approval Hearing (either in person or through your own attorney) and communicating your objection to the Court and/or (2) submitting a written Notice of Objection to the Settlement Administrator **on or before [Date]** (the “Response Deadline”). If you appear at the Final Approval Hearing through your own attorney, you are responsible for paying that attorney.

There is no specific language required for the Court to consider your written objection, but to confirm that you are a Class Member in this case and evaluate the nature of your objection, the Parties request that your written objection include (1) your full name, address and employee number or last four digits of your social security number; (2) your signature; (3) the case name, *i.e.*, *Kanafani and Rosas et. al. v. Denali Midco 2 LLC et al.*, Superior Court of California, County of San Diego, Lead Case No. 37-2022-00044660-CU-OE-CTL (consolidated with San Diego Superior Court Case No. 37-2022-00046807), and the specific reasons why you object to the Settlement.

To ensure the Court has time to consider written objections at or prior to the Final Approval Hearing, the Notices of Objection should be postmarked and mailed to the Settlement Administrator at the address below on or before [Date] (the “Response Deadline”).

Kanafani and Rosas et. al. v. Denali Midco 2 LLC et al Class Action
c/o APEX CLASS ACTION, LLC
[INSERT ADDRESS]
[INSERT PHONE NUMBER]

The Court will consider any written Notices of Objection received prior to the Final Approval Hearing and any oral objections made at the Final Approval Hearing. All objections (written and oral) must be made prior to or at the Final Approval Hearing to be considered by the Court.

5. NEXT STEPS

I. The Court's Final Approval Hearing

The Court will hold a Final Approval Hearing on _____ at _____.m. in the San Diego County Superior Court Department C-71, 330 W. Broadway, San Diego, CA 92101, to consider the fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the: Class Counsel Fees Award, Class Counsel Costs Award, Plaintiff's Service Award, PAGA Award, Settlement Administration Costs, and Individual Settlement Payments to Participating Class Members.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. Class Members are advised to confirm the hearing date and time with Class Counsel (at the contact information provided in section 5.II. below) if they intend to appear at the Final Approval Hearing.

II. How to Obtain Additional Information

This Notice summarizes the proposed Settlement. If you have questions about the Settlement, you can contact the Settlement Administrator at:

Kanafani and Rosas et. al. v. Denali Midco 2 LLC et al Class Action
c/o APEX CLASS ACTION, LLC
[INSERT ADDRESS]
[INSERT PHONE NUMBER]

You can also request a copy of the full Settlement Agreement from the Settlement Administrator at the address and phone number above.

You may also contact Class Counsel with any questions and/or to confirm the date and time of the Final Approval Hearing at:

JCL LAW FIRM, APC
Jean-Claude Lapuyade
Sydney Castillo-Johnson
John L. Nitti 5440 Morehouse Drive,
Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
jnitti@jcl-lawfirm.com

SULLIVAN & YAECKEL LAW
GROUP, APC
Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com
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2330 Third Avenue
San Diego, California 92101
(619) 702-6760 * (619.) 702-6761 FAX
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KATIE ROSAS and TERESA RAU

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Nicole Noursamadi
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San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
nicole@zakaylaw.com

Attorneys for Plaintiffs
MICHAEL MCGEE, WAEEL
KANAFANI,
DAVID URIBE, ZACHARY
MCGORDON, and
IMMANUEL PASCUAL

**PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE,
DEFENDANTS, OR ITS ATTORNEYS TO INQUIRE ABOUT THIS
SETTLEMENT.**

EXHIBIT B

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

MICHAEL MCGEE, WAEL KANAFANI,
DAVID URIBE, ZACHARY MCGORDON,
KATIE ROSAS, TERESA RAU, and
IMMANUEL PASCUAL, individuals, on
behalf of themselves, and on behalf of all
persons similarly situated,

Plaintiffs,

v.

MITRA VI, LLC, an Arizona limited liability
company; DENALI MIDCO 2 LLC, a
Delaware limited liability company; and
DOES 1-50, Inclusive,

Defendants.

Lead Case No. 37-2022-00044660-CU-OE- CTL
(Consolidated with San Diego County Case No.
37-2022-00046807)

ASSIGNED FOR ALL PURPOSES TO HON.
GREGORY W. POLLACK, DEPT. C-71

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

1 WHEREAS, Plaintiffs Wael Kanafani, David Uribe, Michael McGee, Zachary McGordon and
2 Immanuel Pascual (collectively, "Plaintiffs") have applied to this Court for an order preliminarily
3 approving the settlement of this Action in accordance with a Joint Stipulation of Class and PAGA
4 Representative Action Settlement and Release (the "Settlement" or "Settlement Agreement"), which,
5 together with the exhibits thereto, sets forth the terms and conditions for a proposed settlement and
6 dismissal of the pending Action with prejudice upon the terms and conditions set forth therein; and

7 WHEREAS, the Court has read and considered the Plaintiffs' Motion for Preliminary
8 Approval, the Parties' Settlement Agreement and the exhibits and declarations thereto;

9 NOW, THEREFORE, IT IS HEREBY ORDERED:

10 1. This Order incorporates by reference the definitions in the Settlement Agreement, and
11 all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
12 Agreement.

13 2. The Court has jurisdiction over the Action and all acts within the Action, and over all
14 the Parties to the Action, including Plaintiffs, Class Members, Defendants, and the State of California.

15 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
16 Defendant shall pay is Eight Hundred Sixty Thousand Dollars and Zero Cents (\$860,000.00). It
17 appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable. Indeed,
18 the Court recognizes the value of the monetary recovery provided to all Class Members and finds that
19 such recovery is fair, adequate and reasonable when balanced against further litigation related to
20 liability and damages issues. It appears that the Parties have conducted significant investigation,
21 formal and informal discovery, research and litigation such that Class Counsel and Defense Counsel
22 are able to reasonably evaluate their respective positions at this time. It further appears to the Court
23 that the proposed Settlement, at this time, will avoid substantial additional costs by all Parties, as well
24 as avoid the risks and delay inherent to further prosecution of the Action. It also appears that the
25 Parties reached the Settlement as the result of intensive, serious and non-collusive, arms-length
26 negotiations facilitated by an experienced and neutral mediator. Thus, the Court finds on a preliminary
27 basis that the Settlement Agreement appears to be within the range of reasonableness of a settlement
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1 that could ultimately be given final approval by this Court. Accordingly, the Motion for Preliminary
2 Approval of Class Action Settlement is hereby **GRANTED**.

3 1.1 For purposes of this Settlement only, the Court hereby conditionally certifies a class of
4 Class Members, consisting of all current and former California employees of Defendants classified as
5 exempt Site Managers during the Class Period and all current and former California employees of
6 Defendants classified as a non-exempt, hourly employees during the Class Period. The "Class Period"
7 is the period from November 4, 2018, through February 13, 2025, as set forth in the Settlement Agreement.
8 Should for whatever reason the Settlement not become final, the fact that the Parties were willing to
9 stipulate to certification of the Class as part of the Settlement shall have no bearing on, nor be
10 admissible in connection with, the issue of whether a class should be certified in a non-settlement
11 context.

12 4. The rights of any potential dissenters to the proposed Settlement are adequately
13 protected in that they may exclude themselves from the Settlement of the Released Class Claims, or
14 they may object to the Settlement of the Claims and appear before this Court. However, to do so they
15 must follow the procedures outlined in the Settlement Agreement and Notice of Settlement.

16 5. The Court finds that the notice of settlement that Plaintiffs provided to the California
17 Labor and Workforce Development Agency ("LWDA") satisfies the notice requirements of the
18 California Private Attorneys General Act ("PAGA").

19 6. The Court approves, as to form and content, the proposed Notice of Settlement to Class
20 Members and finds that the method selected for communicating the preliminary approval of the
21 Settlement to Class Members is the best notice practicable under the circumstances, constitutes due
22 and sufficient notice to all persons entitled to notice, and therefore satisfies due process.

23 7. For Settlement purposes only, the Court hereby appoints Plaintiffs Wael Kanafani,
24 David Uribe, Michael McGee, Zachary McGordon and Immanuel Pascual as the class representative
25 in this Action. Further, the Court preliminarily approves a Service Award to Plaintiffs not to exceed
26 Ten Thousand Dollars (\$10,000) for each Plaintiff.

8. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Erik K. Yaeckel, Esq. of Sullivan & Yaeckel Law Group, APC, as Class Counsel for the Class Members.

9. Plaintiffs seek a Class Counsel Award in the amount not of not more than Three Hundred Sixteen Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$316,666.67), comprised of one-third of the Total Settlement Amount for attorney's fees, currently estimated to be Two Hundred Eighty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$286,666.67), and litigation expenses not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), and proposed Service Award of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff (or \$70,000.00 total). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award, and Service Award until the Final Approval Hearing.

10. The Court hereby appoints APEX Class Action, LLC as the Settlement Administrator to administer the Notice of Settlement pursuant to the terms in the Settlement Agreement.

11. No later than 10 business days after the entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class Information (as defined in the Settlement Agreement). No later than 14 calendar days after receipt of the Class Information, the Settlement Administrator shall use the Class Information to mail the Notice of Settlement to Class Members after conducting a national change of address search and a skip trace for the most current address of all former employee Class Members and will update such addresses as necessary.

12. No later than 45 calendar days after the date the Settlement Administrator mails the Notice of Settlement to Class Members (*i.e.*, the Response Deadline), any Class Member requesting exclusion from the Settlement must submit his/her Request for Exclusion by mail to the Settlement Administrator as instructed in the Notice of Settlement. If the Court finally approves this Settlement, Class Members who fail to submit a timely and valid Request for Exclusion on or before the Response Deadline shall be Participating Class Members bound by all terms of the Settlement and the Final Approval Order entered in this Action. To be valid, the Request for Exclusion: (1) must contain the full name, address, and last four digits of the social security number or employee number of the person

requesting exclusion; (2) must be hand signed by the person requesting exclusion; and (3) must state in substance: "I wish to exclude myself from the Settlement in the action titled *Kanafani and Rosas et. al. v. Denali Midco 2 LLC et al.*, Superior Court of California, County of San Diego, Lead Case No. 37-2022-00044660-CU-OE- CTL (consolidated with San Diego Superior Court Case No. 37-2022-00046807). I understand that by requesting to be excluded, I will receive no money from the Class Action Settlement." Any Class Members who submits a timely and valid Request for Exclusion from the Class will not be entitled to any monetary recovery under the Settlement (except for their prorated portion of the PAGA Award, if applicable) and will not be bound by the terms of the Settlement as it relates to the Released Class Claims (except for the release of the PAGA claims, which will bind all PAGA Employees regardless of whether they submit a Request for Exclusion). Any Class Members who submits a timely and valid Request for Exclusion from the Class will not have any right to object, appeal or comment on the Settlement.

13. No later than 45 calendar days after the Response Deadline, any Class Member wishing to object or comment upon the Settlement must appear at the Final Approval Hearing and/or submit her/his Notice of Objection by filing it with the Court or mailing it to the Court as instructed in the Notice of Settlement. Class Members who fail to submit a timely and valid Notice of Objection and/or appear at the Final Approval Hearing to object shall be deemed to have waived any objections and shall be foreclosed from making any objections to the Settlement.

14. The Final Approval Hearing shall be held at _____ at _____ m., in the San Diego County Superior Court, Department C-71, located at 330 W. Broadway, San Diego, CA 92101, to consider the fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the: Class Counsel Fees Award, Class Counsel Costs Award, Plaintiffs' Service Awards, PAGA Award, Settlement Administration Costs, and Individual Settlement Payments to Participating Class Members.

15. This Settlement is not a concession or admission and shall not be used against Defendants or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by Defendants or any of the Released Parties. Whether the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the

Settlement, nor any reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (b) disclosed, referred to, or offered or received in evidence against any of the Released Parties in any further proceeding in the Action, or in any other civil, criminal or administrative action or proceeding, except for purposes of enforcing the Settlement. The Court's findings are for purposes of conditionally certifying the class of Class Members in the context of this Settlement and will not have any claim or issue or evidentiary preclusion or estoppel effect in any other action against Defendants or any of the Released Parties or in this litigation if the Settlement is not finally approved. If for any reason the Court does not execute and file a Final Approval Order, or if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever, the Settlement Agreement and all evidence and proceedings had in connection therewith shall be without prejudice to the *status quo ante* rights of the Parties to the Action, as more specifically set forth in the Settlement Agreement, and this Preliminary Approval Order shall be rendered null and void and shall be vacated.

16. Pending further orders of this Court, all proceedings in this matter except those contemplated in this Preliminary Approval Order and in the Settlement Agreement are stayed.

17. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to Class Members.

IT IS SO ORDERED.

Dated: _____

HONORABLE GREGORY POLLACK
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

MICHAEL MCGEE, Wael Kanafani,
David Uribe, Zachary McGordon,
Katie Rosas, Teresa Rau, and
Immanuel Pascual, individuals, on behalf
of themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MITRA VI, LLC, an Arizona limited liability
company; Denali Midco 2 LLC, a Delaware
limited liability company; and Does 1-50,
Inclusive,

Defendants.

Lead Case No. 37-2022-00044660-CU-OE-
CTL (Consolidated with San Diego County
Case No. 37-2022-00046807)

ASSIGNED FOR ALL PURPOSES TO
HON. GREGORY W. POLLACK, DEPT.
C-71

**[PROPOSED] FINAL JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

1 WHEREAS, this matter has come before the Court for hearing pursuant to the Preliminary
2 Approval Order dated [REDACTED], for final approval of the Settlement as set forth in the Joint
3 Stipulation of Class and PAGA Representative Action Settlement and Release (the "Settlement" or
4 "Settlement Agreement"). The Court, having received and carefully considering the Stipulation for
5 Class and PAGA Action Settlement and Release of Claims filed with the Declaration of Jean-
6 Claude Lapuyade on [REDACTED], 2025, ("Agreement"), a true and correct copy of which Agreement
7 is attached hereto as Exhibit A, the supporting papers filed by the Parties, the evidence and
8 argument received by the Court in conjunction with the unopposed Motion for Preliminary
9 Approval of Class Action Settlement heard on [REDACTED], 2025, the instant Motion for Order Granting
10 Final Approval of Class and PAGA Action Settlement, the Court grants final approval of the
11 Settlement and HEREBY ORDERS, ADJUDICATES and DECREES THE FOLLOWING:

12 1. This Order incorporates by reference the definitions in the Settlement Agreement
13 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
14 Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation and over all
16 Parties to this litigation, including the Plaintiffs, Class Members, PAGA Employees, Defendants,
17 and the State of California.

18 3. Pursuant to the Preliminary Approval Order, the appointed Settlement
19 Administrator, APEX Class Action, LLC, mailed a Notice of Settlement to all known Class
20 Members by First Class U.S. Mail. The Notice of Settlement fairly and adequately informed Class
21 Members of the terms of the proposed Settlement and the benefits available to Class Members
22 thereunder. The Notice of Settlement further informed Class Members of the pendency of the
23 Action, of the proposed Settlement, of Class Members' right to receive their share of the Settlement,
24 of the scope and effect of the Released Class Claims, of the preliminary Court approval of the
25 proposed Settlement, of exclusion and objection timing and procedures, of the procedure for
26 challenging the estimated number of relevant workweeks and pay periods based on Defendant's
27 records, of the date and location of the Final Approval Hearing, and of the right to file
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1 documentation in opposition to the Settlement and to appear in connection with the Final Approval
2 Hearing. Class Members had adequate time to consider this information and to use the procedures
3 identified in the Notice. The Court finds and determines the notice procedure afforded adequate
4 protections to Class Members and provides the basis for the Court to make an informed decision
5 regarding approval of the Settlement based on the responses of Class Members. The Court finds
6 and determines the Notice provided in the Action was the best notice practicable, which satisfied
7 the requirements of law and Due Process.

8 4. In response to the Notice of Settlement, [REDACTED] Class Members objected to the
9 Settlement and [REDACTED] Class Members submitted a Request for Exclusion from the Settlement. The
10 names of the class members who requested exclusion are [REDACTED].

11 5. The Court hereby finds that the Parties' notice of the proposed Settlement submitted
12 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with
13 the notice requirements of the Private Attorneys General Act ("PAGA"), California Labor Code §
14 2699(I).

15 6. The Court finds the Settlement is fair, adequate and reasonable when balanced
16 against further litigation related to liability and damages issues. The Court further finds the Parties
17 have conducted significant investigation, informal discovery, research and litigation such that Class
18 Counsel and Defense Counsel are able to reasonably evaluate their respective positions at this time.
19 The Court finds that the proposed Settlement, at this time, will avoid substantial additional costs
20 by all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action. The
21 Court further finds that the Parties reached the Settlement as the result of reasonable, serious and
22 non-collusive, arms-length negotiations through experienced Class Counsel and Defense Counsel.
23 Thus, the Court approves the Settlement set forth in the Settlement Agreement and finds the
24 Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate the
25 Settlement according to its terms.

1 7. The Court hereby orders the Settlement Administrator to distribute the Individual
2 Settlement Payments to Participating Class Members in accordance with the provisions of the
3 Settlement.

4 8. For purposes of this Final Approval Order and for this Settlement only, the Court
5 hereby certifies the class of Class Members as defined in the Settlement Agreement.

6 9. With respect to the Class and for purposes of approving this Settlement only, this
7 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
8 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
9 Class, and there is a well-defined community of interest among the Class with respect to the subject
10 matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the
11 Class; (d) the Class Representatives have fairly and adequately protected the interests of the Class;
12 (e) a class action is superior to other available methods for an efficient adjudication of this
13 controversy; and (f) the counsel of record for the Class Representatives, i.e., Jean-Claude Lapuyade,
14 Esq. of the JCL Law Firm, APC, Shani Zakay, Esq. of the Zakay Law Group, APLC, and Eric K.
15 Yaeckel, Esq. of Sullivan & Yaeckel Law Group, APC (hereinafter "Class Counsel"), are qualified
16 to serve as counsel for the Class Representatives and the Class.

17 10. Following the Effective Date, and per the terms of the Settlement Agreement, the
18 Court orders that Defendant shall fully fund the Total Settlement Amount, and also fund
19 Defendant's share of employer-side taxes due on the portion of the Individual Settlement Payments
20 attributed to alleged lost wages per the terms of the Settlement Agreement by transmitting the funds
21 to the Settlement Administrator as follows: The payment of Total Settlement Amount of Eight
22 Hundred Sixty Thousand Dollars (\$860,000) and employer-side taxes due on the Individual
23 Settlement payment shall be deposited with the Settlement Administrator no later than 15 calendar
24 days after the Effective Date as defined in the Settlement.

25 11. For purposes of this Final Approval Order and this Settlement only, the Court hereby
26 confirms the appointment of Plaintiffs Wael Kanafani, David Uribe, Michael McGee, Zachary
27 McGordon, Immanuel Pascual, Katie Rosas, and Theresa Rau as the class representatives for the
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1 Class Members. Further, the Court finally approves the Service Awards to Plaintiffs, as fair and
2 reasonable, in the total amount of Ten Thousand Dollars (\$10,000) each (*i.e.*, \$70,000 total). The
3 Court hereby orders the Settlement Administrator to distribute the Service Awards to the Plaintiff
4 in accordance with the provisions of the Settlement.

5 12. For purposes of this Final Approval Order and this Settlement only, the Court hereby
6 confirms the appointment of JCL Law Firm, APC, Zakay Law Group, APLC, and Sullivan &
7 Yaeckel Law Group, APC as Class Counsel for the Class Members. Further, the Court finally
8 approves a Class Counsel Fees Award, as fair and reasonable, of one-third of the Total Settlement
9 Amount (\$286,666.67). As well, the Court finally approves a Class Counsel Costs Award, as fair
10 and reasonable of \$30,000. Class Counsel's receipt of the Class Counsel Fees Award and Class
11 Counsel Costs Award shall fully satisfy all fees and litigation costs incurred by Class Counsel that
12 represented Plaintiffs, Class Members, and PAGA Employees in the Action. Defendants' payment
13 of the Court-awarded attorneys' fees and costs shall constitute full satisfaction of Defendants'
14 obligation to pay any person, attorney, or law firm for attorneys' fees, costs, and expenses incurred
15 on behalf of the Plaintiffs, the Class Members, and/or the PAGA Employees and/or related to the
16 Settlement or releases included therein. The Court hereby orders the Settlement Administrator to
17 distribute the Class Counsel Fees Award and Class Counsel Costs Award payments to Class
18 Counsel in accordance with the provisions of the Settlement.

19 13. For purposes of this Final Approval Order and this Settlement only, the Court hereby
20 confirms the appointment of APEX Class Action, LLC as the Settlement Administrator to
21 administer the Settlement of this matter as more specifically set forth in the Settlement Agreement
22 and further finally approves Settlement Administration Costs, as fair and reasonable, of \$17,000.

23 14. The Court finds that the payment to the California Labor & Workforce
24 Development Agency ("LWDA") in the amount of \$32,250 for its 75% share of the \$43,000
25 PAGA Award is fair, reasonable, and adequate, and orders the Settlement Administrator to
26 distribute this payment to the LWDA in conformity with the terms of the Settlement. The
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1 remaining 25% or \$10,750 of the PAGA Award is to be distributed to the PAGA Employees in
2 conformity with the terms of the Settlement.

3 15. As of the Effective Date, PAGA Employees and Plaintiffs, on behalf of themselves
4 and the State of California, will be bound by the release of the Released PAGA Claims against the
5 Released Parties for the duration of the PAGA Period and will receive a share of the PAGA Award,
6 notwithstanding any request to opt-out of the Class Claims.

7 16. As of the Effective Date and funding of the Settlement, Plaintiffs, Participating Class
8 Members, PAGA Employees and the State of California (acting through Plaintiff as its authorized
9 PAGA representative) release the Released Parties from all Released Class Claims and Released
10 PAGA Claims for the duration of the Class Period and PAGA Period, respectively. "Released
11 Parties" means Defendants Mitra VI, LLC, Denali Midco 2 LLC, and TSG Consumer Partners LP,
12 and their subsidiaries, affiliates and/or parents, attorneys, and each of their respective successors
13 and predecessors in interest; all of their respective officers, directors, employees, administrators,
14 fiduciaries, trustees, beneficiaries, and agents; and each of their past, present and future officers,
15 directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors,
16 consultants, insurers and reinsurers. The Released Class Claims include all claims from which
17 Participating Class Members are fully releasing the Released Parties under this Settlement from
18 November 4, 2018 through February 13, 2025 (*i.e.*, the Class Period), including all claims that were
19 alleged, or reasonably could have been alleged, based on the facts alleged in the Complaints in the
20 Action (including both the consolidated Kanafani et al. (Case No: 37-2022-00044660-CU-OE-
21 CTL) and Rosas et al. (Case No. 37-2022-00046807-CU-OE-CTL) actions), all amended
22 Complaints in the Action, and all exhibits to those Complaints including Plaintiffs' LWDA notice
23 letters, during the Class Period. The Released Class Claims will apply to the "Release Parties,
24 defined below. The Released Class Claims will include without limitation Plaintiffs' claims for (1)
25 unfair competition in violation of California Business and Professions Code § 17200, et seq.; (2)
26 failure to pay minimum wages; (3) failure to pay overtime; (4) failure to provide required meal
27 periods; (5) failure to provide required rest periods; (6) failure to reimburse employees for required
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1 expenses; (7) failure to provide wages when due; (8) failure to provide accurate itemized wage
2 statements (both as a derivative and direct theory); (8) failure to keep complete and accurate
3 records; and (9) failure to pay all wages due at separation.

4 17. In consideration for the promises and payments set forth in the Settlement
5 Agreement, to which Plaintiff is otherwise not entitled, Plaintiffs release and discharge a complete
6 and general release and a 1542 Waiver to the Released Parties, and each of them, upon the Effective
7 Date occurring as provided in the Settlement Agreement.

8 18. After Settlement administration has been completed in accordance with the
9 Settlement Agreement and Void Date of the settlement checks to Participating Class Members, and
10 in no event later than one year after the Effective Date, the Parties shall file a report with this Court
11 certifying compliance with the terms of the Settlement.

12 19. The Settlement represents a compromise of disputed claims. Neither this Final
13 Approval Order, the Settlement Agreement, nor any document referred to herein, nor any action
14 taken to carry out the Settlement Agreement is, may be construed as, or may be used as an
15 admission by or against any Defendant or any of the other Released Parties of any fault, wrongdoing
16 or liability whatsoever.

17 20. Nothing in this order shall preclude any action to enforce the Parties' obligations
18 under the Settlement or under this order, including the requirement that Defendant makes payments
19 to the Participating Class Members in accordance with the Settlement.

20 21. The Court hereby enters final judgment in accordance with the terms of the
21 Agreement, the Order Granting Preliminary Approval of Class and PAGA Action Settlement
22 granted on [REDACTED], and this order.

23 22. The Court hereby enters judgment, with prejudice, for the reasons set forth above,
24 and in accordance with the terms set forth in the Settlement Agreement.

25 23. Without affecting the finality of this Final Approval Order in any way, this Court
26 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of
27 the Settlement and all orders and judgments entered in connection therewith.

24. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties which shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for (), 2026 at () a.m., in Dept. C-71.

25. Accordingly, the Motion for Final Approval of Class and PAGA Action Settlement and, Motion for Final Approval of the Payment of the Class Counsel Fees and Expenses Payment and the Class Representative Payments are GRANTED.

IT IS SO ORDERED.

Dated: _____

HONORABLE GREGORY POLLACK
JUDGE OF THE SUPERIOR COURT

Exhibit 2

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 3

LWDA	\$75.00	
Postage	\$104.45	
Knox	\$225.45	
Ortman Mediation	\$5,000.00	
Berger Consulting	\$2,430.00	
One Legal	\$514.02	
SD Superior Court	\$9.00	
Transportation	\$229.55	
Research	\$892.00	
Copies	\$329.45	
Subtotal	\$9,808.92	1/7/2026