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Attorneys for Plaintiff KASSANDRA HERNDON,
and all others similarly situated

[Additional Counsel Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ANGELA SMITH, an individual; KASSANDRA
HERNDON, an individual; on behalf of
themselves and all others similarly situated and
the general public,

Plaintiffs,

vs.

AGREEYA SOLUTIONS, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0002783

Honorable Esmeralda Zendejas
Department 11A

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, SERVICE AWARDS,
AND SETTLEMENT ADMINISTRATION
COSTS**

Date: October 1, 2025
Time: 9:00 a.m.
Dept: 11A

Complaint Filed: March 22, 2023
FAC Filed: May 16, 2023
SAC Filed: February 13, 2025
Trial Date: Not Set

**DECLARATION OF ANNABEL BLANCHARD IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEYS' FEES AND COSTS, SERVICE
AWARDS, AND SETTLEMENT ADMINISTRATION COSTS**

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County Superior Court Case No. STK-CV-UOE-2023-2783 (“Smith Action” or the “Action”), thereby commencing a putative class action against Defendant. On May 16, 2023, Plaintiff Smith filed a First Amended Class Action and PAGA Complaint (“Smith FAC”). The Smith FAC alleges eight (8) causes of action for violations of the California Labor Code for failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to pay minimum wages, failure to provide compliant wage statements, and failure to reimburse necessary business expenses, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations.

6. On February 13, 2025, Plaintiff Smith filed a Second Amended Class Action and PAGA Complaint (“Operative Complaint” or “SAC”) adding Plaintiff Herndon to the above-captioned Action, and incorporating all claims in the Herndon Action into the Smith Action for purposes of furthering the Settlement and resolution of all claims. The SAC remains the Operative Complaint in the Action.

7. Blackstone Law, APC (“Blackstone”), Bartz Law Group APC (“Bartz”), and United Employees Law Group, PC (“United”) (together as “Class Counsel”) diligently investigated the class and PAGA claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices. The Parties have engaged in sufficient informal discovery and investigation to assess the relative merits of the claims and contentions of the Parties.

8. On April 19, 2024, Plaintiffs and Defendant (together, the “Parties”) participated in a formal mediation conducted by Hon. Warren T. Jackson (Ret.) (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

9. On January 15, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the

Settlement Agreement is attached hereto as **Exhibit 1**.

10. On April 9, 2025, Plaintiffs filed a Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; Memorandum of Points and Authorities in Support Thereof (“Motion for Preliminary Approval”) and supporting documents. On May 21, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed administration procedures and associated deadlines. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit 2**.

Summary of the Terms of the Settlement Agreement

11. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “All non-exempt, hourly employees who have worked for, or continue to work for Defendant within the State of California at any time during the Class Period.” (“Class” or “Class Members”). The “Class Period” is defined as the period from August 10, 2018 through October 12, 2024. The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA Employees” consist of “all non-exempt, hourly employees who have worked for, or continue to work for Defendant within the State of California at any time during the PAGA Period.” The “PAGA Period” is defined as the period from March 8, 2022, through October 12, 2024.

12. Based on the data provided by Defendant following preliminary approval and for purposes of administration of the Class Notice, I am informed that there are 718 Settlement Class Members who worked 12,182 weeks during which each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”) and 198 PAGA Employees who worked 5,261 weeks during which each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“Pay Period”).

13. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Eight Hundred Twenty-Five Thousand

Dollars and Zero Cents (\$825,000.00), which is exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Two Hundred Eighty-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$288,750.00); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Twenty-Eight Thousand Seven Hundred Fifty-Two Dollars and Forty-Seven Cents (\$28,752.47); (3) Settlement Administration Costs in the amount Nine Thousand Nine Hundred Ninety Dollars and Zero Cents (\$9,990.00); (4) Service Awards in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each of the two Plaintiffs, for a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); and (5) PAGA Amount in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately Four Hundred Thirty-Two Thousand Five Hundred Seven Dollars and Fifty-Three Cents (\$432,507.53).

14. The Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement (“Individual Settlement Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (25%) of the PAGA Amount (“PAGA Employee Amount”). Individual Settlement Shares are calculated by the Settlement Administrator by dividing the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiplying each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield each Settlement Class Member’s Individual Settlement Share that the Settlement Class Member is entitled to receive under the Class Settlement. Individual PAGA Payments are calculated by the Settlement Administrator by dividing the amount of the PAGA Employees’ 25% share of PAGA Amount (\$12,500.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period to yield the “Pay Period Value,” and multiplying the Pay Period Value by each PAGA Employee’s individual Pay Periods worked during the PAGA Period to yield each PAGA Employee’s Individual PAGA Payment.

15. I am aware from my review of the information provided by the Settlement Administrator that the estimated average gross Individual Settlement Share is \$586.71, the estimated highest gross Individual Settlement Share is \$10,166.88, and the estimated lowest gross Individual Settlement Share is \$34.58, the estimated average Individual PAGA Payment is \$62.19, the estimated highest Individual PAGA Payment is \$294.60, and the estimated lowest Individual PAGA Payment is \$0.68.

16. Each Individual Settlement Share will be allocated as ten percent (10%) wages and ninety (90%) penalties, interest, and non-wages damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share. Defendant will separately pay any and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

17. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

Notice to the LWDA

18. On April 8, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2). The LWDA has not objected or otherwise responded to the submission.

The Settlement Is Fair and Reasonable

Discovery and Informed Arms-Length Negotiations

19. The Parties' settlement negotiations were at all times made at arm's-length and were

adversarial. The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiffs and Class Counsel engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

20. The Parties engaged in extensive informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced a random sampling of putative class members' time and pay records as well as Defendant's relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

21. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. At all times, Plaintiffs and Class Counsel were willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable and experienced counsel. Class Counsel are respected members of the California State Bar with strong records of vigorous and effective advocacy and are experienced in handling complex wage and hour class action litigation. Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

22. Although the investigation and information discovered supports Plaintiffs contentions, Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

23. Class Counsel is aware of Defendant's defenses and arguments and have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary

1 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
2 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

3 24. Defendant denied and continues to deny any liability and wrongdoing of any kind
4 associated with the claims alleged in the Action, and further denies that class certification is
5 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
6 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiffs
7 claims. Defendant contended that Plaintiffs' claims are not suitable for class certification because
8 individual issues would predominate should this case go to trial. As with all class actions, these
9 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
10 that the Court may deny class certification.

11 25. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
12 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
13 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
14 to request and analyze thousands of pages of documents, obtain the Class Members' contact
15 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
16 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
17 against a current employer. On the other hand, Defendant would likely be able to obtain the
18 cooperation of its employees. Moreover, even if Plaintiffs prevailed at class certification and trial,
19 possible appeals would substantially delay any recovery by the Class.

20 26. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
21 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
22 California, and is within the accepted range of recoveries for this type of litigation given the inherent
23 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
24 litigation.

25 ***Attorneys' Fees and Costs***

26 27. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
27 \$288,750.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
28 expenses totaling Twenty-Eight Thousand Seven Hundred Fifty-Two Dollars and Forty-Seven Cents

1 (\$28,752.47). The requested fees and costs are fair compensation for undertaking complex, risky,
2 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
3 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee
4 award is summarily addressed as follows but is more fully discussed in Plaintiffs' Motion for Final
5 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Service Awards, and
6 Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

7 28. The effectiveness of Class Counsel's prosecution of this matter has translated into
8 tangible monetary benefits for the Settlement Class Members, the State of California, and the PAGA
9 Employees as follows: (1) Settlement Class Members, the State of California, and the PAGA
10 Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting
11 additional years for the same, or potentially worse, result; (2) a guaranteed result that compares
12 favorably with other similar class action settlements of this type, given the strengths and weaknesses
13 of the Action; and (3) significant savings in Class Counsel's fees and/or costs that would have only
14 increased significantly had the Action progressed through trial and/or appeals.

15 29. In the present case, Class Counsel has borne all of the risks and costs of litigation and
16 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
17 workload during this litigation when considering taking on additional work that was available, and
18 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
19 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
20 favorable result for the Class, the State of California, and the PAGA Employees. Considering the
21 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
22 similar matters, Plaintiffs maintain that the requested attorneys' fees of thirty-five percent (35%) of
23 the Gross Settlement Amount (i.e., \$288,750.00) are reasonable and should be awarded.

24 30. The attorneys at Blackstone Law, APC ("Blackstone") who worked on this case are all
25 experienced in litigating wage and hour matters as follows:

26 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
27 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
28 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in

1 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
2 associate and remained employed there from September 2008 through August 2015. During his
3 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
4 employment, corporate, entertainment, and general business litigation matters, though his primary area
5 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
6 those cases, he was the only or primary attorney managing the case and thus obtained extensive
7 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
8 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
9 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
10 motions and pleadings, including dispositive and certification motions; strategized on all cases;
11 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
12 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
13 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
14 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
15 the cases he managed were highly publicized, with articles written about them in the Los Angeles
16 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
17 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,150,
18 which is well within the prevailing rate for attorneys with his experience in this area of practice in
19 Southern California.

20 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone Law, APC in
21 September 2022 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating
22 single-plaintiff employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-
23 side wage and hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the
24 University of California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case
25 Western Reserve University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership
26 roles in the California Employment Lawyers' Association ("CELA") and other organization. Her
27 hourly rate of \$950 is reasonable based on her education and experience and is in line with the market
28 rate.

1 c. Alexander K. Spellman is a senior associate attorney who worked on this matter when
2 he worked at Blackstone. He graduated from University of California at Los Angeles in 2001, with a
3 Bachelor of Arts degree in American Literature and Culture. He then obtained his Juris Doctorate from
4 Loyola Law School, graduating in 2006, and was admitted to the California State Bar in July 2007.
5 He practiced exclusively plaintiff's side labor and employment law from 2016 through 2024. His
6 hourly rate of \$825 is reasonable based on his education and experience and is in line with the market
7 rate.

8 d. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
9 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
10 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
11 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
12 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
13 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.
14 Her hourly rate of \$750 is reasonable based on her education and experience and is in line with the
15 market rate.

16 e. I joined Blackstone Law, APC from a highly reputable employment law firm. I
17 graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from
18 Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State
19 Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA
20 representative matters, and my work has included, *inter alia*, researching and drafting pleadings,
21 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
22 agreements, engaging in motion practice, claims evaluation and analysis, and making court
23 appearances. My hourly rate of \$750 is reasonable based on my education and experience and is in
24 line with the market rate.

25 31. Blackstone has spent approximately 206 total hours litigating this matter. To date, our
26 total fees incurred amount to \$180,425.00. Each attorney who worked on this matter engaged in a
27 multitude of tasks, including communicating with the client and defense counsel; investigating the
28 facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint

statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Blackstone's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	19	\$1,150	\$21,850
Barbara DuVan-Clarke	Senior Trial Attorney	68	\$950	\$64,600
Alexander K. Spellman	Senior Associate	63	\$825	\$51,975
P.J. Van Ert	Associate	29	\$750	\$21,750
Annabel Blanchard	Associate	27	\$750	\$20,250

32. We expect to spend an additional 10 hours (\$10,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Blackstone's fees through closure of this case are estimated to be approximately \$190,925.00.

33. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). Collectively, Class Counsel seek reimbursement of a total of Twenty-Eight Thousand Seven Hundred Fifty-Two Dollars and Forty-Seven Cents (\$28,752.47) in litigation costs and expenses. Blackstone has incurred costs and expenses in the amount of \$21,192.50 in litigating the Action. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 3**. This amount was reasonable and necessary in the prosecution of this matter.

34. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

Service Award

35. As part of the Settlement Agreement, Plaintiffs are requesting a reasonable Service Award in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to *each* of the two Plaintiffs for a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiffs. The requested Service Awards are eminently reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the other Class Members as a result of Plaintiffs' actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Cassandra Herndon submitted herewith details her work and efforts in bringing and litigating this matter through resolution and supports the requested Service Award. The requested Service Awards were also disclosed in the Class Notice provided to the Class Members.

Settlement Administration Costs

36. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administration Costs not to exceed Nine Thousand Nine Hundred Ninety Dollars (\$9,990.00). Apex Class Action Administration, the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement is Nine Thousand Nine Hundred Ninety Dollars (\$9,990.00).

Allocation to the LWDA

37. As part of the Settlement, Defendant has agreed to pay Fifty Thousand Dollars and

1 Zero Cents (\$50,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of
2 which the payment of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00)
3 (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes.

4 38. It is extremely common in approved wage and hour class action cases that settle that
5 only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments
6 to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
7 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
8 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
9 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
10 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
11 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
12 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
13 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
14 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
15 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
16 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
17 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,
18 in these approved settlements, the parties generally maximized statutory penalties and minimized
19 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
20 California Labor Code violations.

21 *Notice to the Class*

22 39. The Class Notice approved by the Court met the requirements for proper notice of
23 settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement
24 Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed
25 to be paid as the Service Awards to Plaintiffs, the Settlement Administration Costs to the Settlement
26 Administrator, and the Attorneys’ Fees and Costs to Class Counsel. The Class Notice described the
27 proposed Settlement with enough specificity to allow each Class Member to make an informed choice
28 whether to accept and participate in it. It also explained how and when Class Members may object to

1 or opt out of the Class Settlement. Finally, the Class Notice provided the date and time of the hearing
2 on final approval of the Settlement and informed Class Members how to obtain additional information
3 about the Settlement.

4 I declare under penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct. Executed on September 8, 2025, at Los Angeles, California.

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7 *A. Blanchard*
8 Annabel Blanchard
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EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Kassandra Herndon and Angela Smith (“Plaintiffs” or “Class Representatives”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant AgreeYa Solutions, Inc. (“Defendant”) (together, Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On August 9, 2022, Plaintiff Kassandra Herndon (“Plaintiff Herndon”) provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“Herndon PAGA Letter”). On March 8, 2023, Plaintiff Angela Smith (“Plaintiff Smith”) provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“Smith PAGA Letter”). (Together, the Herndon PAGA Letter and the Smith PAGA Letter shall be referred to as the “PAGA Letters.”)

2. On August 10, 2022, Plaintiff Herndon filed a Class Action Complaint for Damages (“Herndon Complaint”) in the action entitled *Kassandra Herndon v. AgreeYa Solutions, Inc.*, Sacramento County Superior Court Case No. 34-2022-00324963 (“Herndon Action”), thereby commencing a putative class action against Defendant. The Herndon Complaint alleges eight (8) causes of action for violations of the California Labor Code for failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to pay minimum wages, failure to timely

1 pay wages upon termination, failure to timely pay wages during employment, failure to provide
2 compliant wage statements, failure to reimburse necessary business expenses, for violations of
3 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California
4 Labor Code violations.

5 3. On March 22, 2023, Plaintiff Smith filed a Class Action Complaint for Damages
6 (“Smith Complaint”) in the action entitled *Angela Smith v. AgreeYa Solutions, Inc.*, San Joaquin
7 County Superior Court Case No. STK-CV-UOE-2023-2783 (“Smith Action”), thereby commencing
8 a putative class action against Defendant. On May 16, 2023, Plaintiff Smith filed a First Amended
9 Class Action and PAGA Complaint (“Smith FAC”). The Smith FAC alleges eight (8) causes of action
10 for violations of the California Labor Code for failure to pay overtime wages, failure to provide
11 compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest
12 periods and premiums payments in lieu thereof, failure to pay minimum wages, failure to provide
13 compliant wage statements, and failure to reimburse necessary business expenses, and for civil
14 penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section
15 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations.

16 4. Plaintiff intends to file a Second Amended Complaint in the Smith Action to
17 consolidate all claims and to add Plaintiff Herndon to the Smith Action for purposes of seeking
18 settlement approval. (Together the Herndon Action, the Smith Action, and the anticipated consolidated
19 action, as well as the PAGA Letters, shall be referred to as the “Litigation”).

20 5. Defendant denies all materials allegations set forth in the Litigation and has asserted
21 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
22 Defendant desires to fully and finally settle the Litigation, Released Class Claims (as defined herein),
23 and Released PAGA Claims (as defined herein).

24 6. Class Counsel diligently investigated the class and PAGA claims against Defendant,
25 including any and all applicable defenses and the applicable law. The investigation included, *inter*
26 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
27 The Parties have engaged in sufficient informal and formal discovery and investigation to assess the
28 relative merits of the claims and contentions of the Parties.

7. On April 19, 2024, the Parties participated in mediation with Hon. T. Warren Jackson (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations and extensive ongoing settlement negotiations, the Parties ultimately reached the Settlement memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

8. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Litigation and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Litigation, as set forth in Paragraph 12.

b. “Class” or “Class Member(s)” means all non-exempt, hourly employees who have worked for, or continue to work for Defendant within the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, and Aaron Bartz of Bartz Law Group, APC,

1 and Walter L. Haines of United Employees Law Group, PC, who will seek to be appointed counsel
2 for the Class.

3 d. "Class List" means a complete list of all Class Members that Defendant will
4 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
5 Class List will be formatted in a Microsoft Office Excel spreadsheet containing the following
6 information for each Class Member: (1) full name; (2) last known mailing address; (3) telephone
7 number and/or email address (to the extent available); (4) Social Security number; (5) dates worked
8 for Defendant during the Class Period; (6) Pay Periods worked for Defendant during the PAGA Period
9 (if applicable); and (7) such other information as is necessary for the Settlement Administrator to
10 calculate Workweeks and Pay Periods.

11 e. "Class Notice" means the Notice of Class Action Settlement, substantially in
12 the form attached hereto as "Exhibit A."

13 f. "Class Period" means the period from August 10, 2018 through Preliminary
14 Approval.

15 g. "Class Settlement" means the settlement and resolution of all Released Class
16 Claims.

17 h. "Court" means the Superior Court of the State of California for the County of
18 San Joaquin.

19 i. "Defendant's Counsel" means Holden Law Group and Duggan McHugh Law
20 Corporation.

21 j. "Effective Date" means the date when all of the following events have occurred:
22 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's
23 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been
24 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
25 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and
26 entered a Final Approval Order and Judgment; and (5) in the event there are written objections to the
27 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,
28 the later of the following events: seven calendar days after the period for filing any appeal, writ, or

1 other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed
2 without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or
3 other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed,
4 seven calendar days after any appeal, writ, or other appellate proceedings opposing the Court’s Final
5 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further
6 remedies or relief.

7 k. “Employer Taxes” means the employer’s share of taxes and contributions in
8 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
9 in addition to the Gross Settlement Amount.

10 l. “Final Approval” means the determination by the Court that the Settlement is
11 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

12 m. “Final Approval Hearing” means the hearing at which the Court will consider
13 and determine whether the Settlement should be granted Final Approval.

14 n. “Final Approval Order and Judgment” means the order granting final approval
15 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
16 Parties, and subject to approval by the Court.

17 o. “Gross Settlement Amount” means the amount of Eight Hundred Twenty Five
18 Thousand Dollars and No Cents (\$825,000.00) to be paid by Defendant in full satisfaction of the
19 Litigation, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees
20 and Costs, Service Awards, PAGA Amount, Settlement Administration Costs, and Net Settlement
21 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
22 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
23 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
24 Settlement Amount is subject to increase, as provided in Paragraph 16.

25 p. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
26 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
27 calculated in accordance with Paragraph 18.

28 q. “Individual Settlement Payment” means the net payment of each Settlement

1 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
2 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
3 Paragraph 17.

4 r. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
5 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
6 in accordance with Paragraph 17.

7 s. "LWDA Payment" means the amount of Thirty-Seven Thousand Five Hundred
8 Dollars and No Cents (\$37,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to
9 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

10 t. "Net Settlement Amount" means the portion of the Gross Settlement Amount
11 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
12 less the Court-approved Attorneys' Fees and Costs, Service Awards, PAGA Amount, and Settlement
13 Administration Costs.

14 u. "Notice of Objection" means a Settlement Class Member's written objection to
15 the Class Settlement, which must: (a) contain the case name and number of the Smith Action; (b)
16 contain the objector's full name, signature, address, telephone number, and the last four (4) digits of
17 the objector's Social Security number; (c) contain a written statement of all grounds for the objection
18 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other
19 documents upon which the objection is based; and (e) be returned by mail to the Settlement
20 Administrator at the specified address, postmarked on or before the Response Deadline.

21 v. "PAGA Amount" means the allocation of Fifty Thousand Dollars and No Cents
22 (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent
23 (75%) of the PAGA Amount, or \$37,500.00, will be paid to the LWDA (i.e., the LWDA Payment)
24 and the remaining twenty-five percent (25%), or \$12,500.00, will be distributed to the PAGA
25 Employees (i.e., the PAGA Employee Amount).

26 w. "PAGA Employees" means all non-exempt, hourly employees who have
27 worked for, or continue to work for Defendant within the State of California at any time during the
28 PAGA Period.

x. “PAGA Employee Amount” means the amount of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

y. “PAGA Period” means the period from March 8, 2022 through Preliminary Approval.

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

aa. “Pay Periods” means the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period.

bb. “Preliminary Approval” means the date on which the Court signs the Preliminary Approval Order.

cc. “Preliminary Approval Order” means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

dd. “Released Class Claims” means any and all claims which were alleged or which could have been alleged based on the factual allegations in the Herndon Complaint and the Smith FAC, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 200, 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

ee. “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the Smith FAC or the PAGA Letters, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et*

1 *seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure
2 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
3 payments, timely pay wages during employment and upon termination, provide compliant wage
4 statements, and reimburse necessary business-related expenses in violation of California Labor Code
5 Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802,
6 and the applicable Industrial Welfare Commission Wage Orders.

7 ff. “Released Parties” means Defendant and its current and former owners,
8 officers, shareholders, directors, agents, employees, attorneys, and insurers.

9 gg. “Request for Exclusion” means a letter submitted by a Class Member indicating
10 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
11 of the Smith Action; (b) contain the Class Member’s full name, signature, address, telephone number,
12 and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
13 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
14 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

15 hh. “Response Deadline” means the deadline by which Class Members must submit
16 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
17 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
18 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
19 case the Response Deadline will be extended to the next day on which the United States Postal service
20 is open. The Response Deadline may also be extended by express agreement between Class Counsel
21 and Defendant’s Counsel.

22 ii. “Service Award” means the amount to be paid to each Plaintiff, in recognition
23 of their effort and work in prosecuting the Litigation on behalf of Class Members and PAGA
24 Employees, and general release of claims, as set forth in Paragraph 13.

25 jj. “Settlement Administrator” means Apex Class Action Administration
26 (“Apex”), or any other third-party class action settlement administrator agreed to by the Parties and
27 approved by the Court for purposes of administering the Settlement. The Parties and their counsel
28 each represent that they do not have any financial interest in the Settlement Administrator or otherwise

1 have a relationship with the Settlement Administrator that could create a conflict of interest.

2 kk. "Settlement Administration Costs" means the costs payable from the Gross
3 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
4 Paragraph 15.

5 ll. "Settlement Class" or "Settlement Class Member(s)" means all Class Members
6 who do not submit a timely and valid Request for Exclusion.

7 mm. "Workweeks" means the number of weeks each Class Member worked for
8 Defendant as an hourly-paid or non-exempt employee in California during the Class Period.

9 nn. "Workweeks Dispute" means a letter submitted by a Class Member disputing
10 the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a)
11 contain the case name and number of the Smith Action; (b) contain the Class Member's full name,
12 signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security
13 number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods
14 credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee
15 contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the
16 specified address, postmarked on or before the Response Deadline.

17 **CLASS CERTIFICATION**

18 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the
19 Class.

20 11. The Parties agree that certification for the purpose of settlement is not an admission
21 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
22 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
23 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
24 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
25 non-settlement context.

26 **TERMS OF THE AGREEMENT**

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

1 12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
2 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
3 Gross Settlement Amount (i.e., \$288,750.00 if the Gross Settlement Amount is \$825,000.00) and
4 reimbursement of actual costs and expenses associated with Class Counsel's prosecution and
5 settlement of the Litigation, in an amount not to exceed Forty Thousand Dollars and No Cents
6 (\$40,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will
7 cover any and all work performed and any and all costs incurred by Class Counsel in connection with
8 the Litigation, including without limitation all work performed and costs incurred to date, and all work
9 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
10 Settlement Agreement, including any objections raised and any appeals necessitated by those
11 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
12 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
13 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
14 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
15 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16 13. Service Award. Defendant agrees not to oppose or impede any application or motion
17 by Plaintiffs for Service Awards in the amount up to Seven Thousand Five Hundred Dollars and No
18 Cents (\$7,500.00) *each* (for a total of \$15,000.00). The Service Awards, which will be paid from the
19 Gross Settlement Amount, subject to Court approval, will be in addition to each Plaintiff's Individual
20 Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA
21 Employee. Plaintiffs shall be solely and legally responsible for correctly characterizing this
22 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
23 Administrator shall issue IRS Forms 1099 to Plaintiffs for the Service Awards. Any portion of the
24 requested Service Award(s) that is not awarded by the Court to Plaintiffs shall be reallocated to the
25 Net Settlement Amount for the benefit of the Settlement Class Members.

26 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
27 Fifty Thousand Dollars and No Cents (\$50,000.00) shall be allocated from the Gross Settlement
28 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section

2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Nine Thousand Nine Hundred Ninety Dollars (\$9,990.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16. Escalator Clause. Defendant has represented that the Class Members worked a total of 11,853 Workweeks during the Class Period. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 11,853 by more than 5% (i.e., is more than 12,445 Workweeks), then the Defendant will have the option to either: (1) increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 5%; or (2) end the Class Period and PAGA Period (and the release periods associated therewith) on the date when the Workweeks are no more than 5% above 11,853 Workweeks.

17. Individual Settlement Share Calculations. Individual Settlement Shares will be

1 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
2 Workweeks, as follows:

3 a. After Preliminary Approval, the Settlement Administrator will divide the Net
4 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
5 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
6 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
7 entitled to receive under the Class Settlement.

8 b. After Final Approval, the Settlement Administrator will divide the final Net
9 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
10 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
11 Value to each Settlement Class Member's final Individual Settlement Share.

12 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
13 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
14 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
15 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
16 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
17 Value to yield each PAGA Employee's Individual PAGA Payment.

18 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
19 Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety percent
20 (90%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
21 an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be
22 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
23 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
24 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
25 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
26 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement
27 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties
28 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

1 20. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
3 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
4 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
5 Administrator will also be responsible for calculating the Employer Taxes and forwarding and
6 reporting all payroll taxes and other legally required withholdings to the appropriate government
7 authorities.

8 21. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
9 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
10 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
11 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
12 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
13 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
14 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
15 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
16 Members, and PAGA Employees should consult with their tax advisors concerning the tax
17 consequences of any payment they receive under the Settlement.

18 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
19 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
20 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
21 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
22 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
23 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
24 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
25 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
26 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
27 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
28 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE

(INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval

Order seeking the following:

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

25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary approval of the Settlement.

26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

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

a. Within twenty-one (21) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice **in English** (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly

attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to provide notice of the Settlement.

28. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA Employee produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member/PAGA Employee should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for

1 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
2 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
3 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
4 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
5 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
6 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
7 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
8 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
9 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
10 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
11 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
12 submit a Request for Exclusion.

13 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
14 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
15 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
16 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
17 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
18 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
19 and complete and which were not), and also attach them to a declaration that is to be filed with the
20 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
21 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
22 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
23 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
24 whether they have submitted a Notice of Objection.

25 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
26 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
27 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
28 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of

1 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
2 Administrator will provide to counsel for the Parties any updated reports regarding the administration
3 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
4 receives a request from an individual or any other entity regarding inclusion in the Class and/or
5 Settlement or regarding a Workweeks Dispute.

6 32. Certification of Completion. Upon completion of administration of the Settlement, the
7 Settlement Administrator will provide a written declaration under oath to certify such completion to
8 the Court and counsel for all Parties.

9 33. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
10 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
11 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
12 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
13 Fees and Costs; (e) Service Awards; and (f) Settlement Administration Costs. The Final Approval
14 Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs
15 and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
16 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
17 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final
18 Approval Order and Judgment, which will provide for, in substantial part, the following:

19 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
20 consummation of its terms and provisions;

21 b. Certification of the Settlement Class;

22 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

23 d. Approval of the application for Service Awards to Plaintiffs;

24 e. Directing Defendant to fund all amounts due under the Settlement Agreement
25 and ordered by the Court; and

26 f. Entering judgment in the Smith Action, while maintaining continuing
27 jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

28 34. Funding of the Gross Settlement Amount. No later than 10 business days after the

Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than 10 business days after the Effective Date.

35. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Service Awards to Plaintiffs, Attorneys’ Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

36. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Settlement Class Members and PAGA Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California’s Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Employee. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or

1 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
2 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
3 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
4 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose
5 Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

6 37. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,
7 Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released,
8 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

9 38. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,
10 Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will
11 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
12 discharged the Released Parties of all Released PAGA Claims.

13 39. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
14 Settlement Amount, Plaintiffs, individually and on each of their own behalf, will be deemed to have
15 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
16 Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
17 attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown,
18 suspected or unsuspected, asserted or unasserted, which Plaintiffs, at any time of execution of this
19 Settlement Agreement, had or claimed to have or may have, including but not limited to any and all
20 claims arising out of, relating to, or resulting from their employment and/or separation of employment
21 with the Released Parties, including any claims arising under any federal, state, or local law, statute,
22 ordinance, rule, or regulation or Executive Order relating to employment, including, but in no way
23 limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981;
24 the Americans with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement
25 Income Security Act; the California Family Rights Act; the California Fair Employment and Housing
26 Act; all claims for wages or penalties under the California Labor Code; Business and Professions Code
27 sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with
28 legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort,

1 fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel. It
2 is agreed that this is a general release and is to be broadly construed as a release of all claims, provided
3 that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims
4 that cannot be released hereunder by law. Plaintiffs understand and expressly agree that this
5 Settlement Agreement extends to claims that they have against Defendant, of whatever nature and
6 kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future,
7 arising from or attributable to an incident or event, occurring in whole or in part, on or before the
8 execution of this Settlement Agreement. Any and all rights granted under any state or federal law or
9 regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542
10 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California
11 Civil Code reads as follows:

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

17 40. Final Approval Order and Judgment. The Parties shall provide the Settlement
18 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
19 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
20 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
21 Class will be required.

22 41. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
23 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
24 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
25 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
26 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
27 Settlement Agreement.

28 42. Effects of Termination or Rescission of Settlement. In the event that the Settlement is

1 not approved, and final judgment not entered pursuant to the terms of this Settlement, the Settlement
2 Agreement may be terminated or rescinded. Termination or rescission of the Settlement Agreement
3 shall have the following effects:

4 a. The Settlement Agreement shall be void and shall have no force or effect, and
5 no Party shall be bound by any of its terms;

6 b. In the event the Settlement Agreement is terminated, Defendant shall have no
7 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
8 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
9 Administrator is notified that the Settlement has been terminated;

10 c. The Preliminary Approval Order, Final Approval Order and Judgment,
11 including any order certifying the Class, shall be vacated;

12 d. The Settlement Agreement and all negotiations, statements, and proceedings
13 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
14 restored to their respective positions in the Litigation prior to the execution of the Settlement
15 Agreement;

16 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
17 statements, or filings in furtherance of the Settlement (including all matters associated with the
18 mediation) shall be admissible or offered into evidence in the Litigation or any other action for any
19 purpose whatsoever; and

20 f. Any documents generated to bring the Settlement into effect, will be null and
21 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
22 likewise be treated as void from the beginning.

23 43. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
24 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
25 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
26 of action or right herein released and discharged.

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

1 45. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
2 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
3 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
4 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
5 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
6 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
7 which provide that a written agreement is to be construed according to its terms and may not be varied
8 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
9 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

10 46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
11 the Litigation (including with respect to California Code of Civil Procedure § 583.310), except such
12 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
13 Approval Hearing to be conducted by the Court.

14 47. Amendment or Modification. Prior to the filing of the motion for preliminary approval
15 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
16 except by written agreement signed by counsel for all Parties. After the filing of the motion for
17 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
18 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
19 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
20 constitute a waiver of any other provision.

21 48. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
24 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
25 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
26 full authority to enter into this Settlement Agreement, and further intend that this Settlement
27 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
28 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
confidentiality provisions that otherwise might apply under state or federal law.

 49. Signatories. It is agreed that because the members of the Class are so numerous, it is

impossible or impractical to have each Settlement Class Member or PAGA Employee execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and PAGA Employee.

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

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

52. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

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

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

55. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate

1 to implement the Settlement.

2 56. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
3 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
4 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
5 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
6 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
7 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
8 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
9 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
10 construed as an admission or concession by Defendant of any such violations or failures to comply
11 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
12 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
13 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
14 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
15 federal, state, local or other applicable law.

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

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

25 59. Representation By Counsel. The Parties acknowledge that they have been represented
26 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
27 that this Settlement Agreement has been executed with the consent and advice of counsel, and
28 reviewed in full.

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

3 61. Notices. All notices, demands, and other communications to be provided concerning
4 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
5 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
6 as follows:

7 To Plaintiffs and Class Counsel:

8 Jonathan M. Genish
9 jgenish@blackstonepc.com
10 Barbara DuVan-Clarke
11 BDC@blackstonepc.com
12 P.J. Van Ert
13 pjvanert@blackstonepc.com
14 **BLACKSTONE LAW, APC**
15 8383 Wilshire Boulevard, Suite 745
16 Beverly Hills, California 90211
17 Tel: (310) 622-4278 / Fax: (855) 786-6356

18 Aaron A. Bartz
19 aaron@bartzlawgroup.com
20 **BARTZ LAW GROUP, APC**
21 5151 California Avenue, Suite 100
22 Irvine, California 92617
23 Tel: (949) 504-4413 / Fax: (949) 656-7760

24 Walter L. Haines
25 walter@uelglaw.com
26 **UNITED EMPLOYEES LAW GROUP, PC**
27 8605 Santa Monica Boulevard, #63354
28 West Hollywood, California 90069
Tel: (562) 256-1047 / Fax: (562) 256-1006

To Defendant:

 Laura McHugh
 laura@dugganmchugh.com
 nicole@dugganmchugh.com
 DUGGAN MCHUGH LAW CORPORATION
 641 Fulton Avenue, Suite 100
 Sacramento, California 95825
 Tel: (916) 550-5309

Steve Holden
steve@holdenlawgroup.com
ariana@holdenlawgroup.com
HOLDEN LAW GROUP
P.O. Box 4559, Auburn, CA 95604
Tel: (530) 888-0901

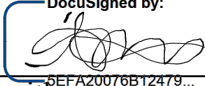
62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of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

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF ANGELA SMITH

Dated: 1/15/2025

DocuSigned by:

Angela Smith
SEFA20076B12479...

PLAINTIFF KASSANDRA HERNDON

Dated: _____

Kassandra Herndon

DEFENDANT AGREEYA SOLUTIONS, INC.

Dated: _____

Full Name: _____

Title: _____

On behalf of AgreeYa Solutions, Inc.

Steve Holden
steve@holdenlawgroup.com
ariana@holdenlawgroup.com
HOLDEN LAW GROUP
P.O. Box 4559, Auburn, CA 95604
Tel: (530) 888-0901

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

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF ANGELA SMITH

Dated: _____

Angela Smith

PLAINTIFF KASSANDRA HERNDON

Dated: 01/15/2025

Kassandra Herndon

Kassandra Herndon

**DEFENDANT AGREEYA SOLUTIONS,
INC.**

Dated: _____

Full Name: _____

Title: _____

On behalf of AgreeYa Solutions, Inc.

Steve Holden
steve@holdenlawgroup.com
ariana@holdenlawgroup.com
HOLDEN LAW GROUP
P.O. Box 4559, Auburn, CA 95604
Tel: (530) 888-0901

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

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF ANGELA SMITH

Dated: _____

Angela Smith

PLAINTIFF KASSANDRA HERNDON

Dated: _____

Kassandra Herndon

DEFENDANT AGREEYA SOLUTIONS, INC.

Dated: 1/23/2025



Full Name: Sanjay Khosla

Title: Managing Partner
On behalf of AgreeYa Solutions, Inc.

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3
4 Dated: 01/15/2025


Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiff Kassandra Herndon
and Proposed Class Counsel

7 **BARTZ LAW GROUP, APC**

9
10 Dated: _____

Aaron A. Bartz
Attorneys for Plaintiff Angela Smith
and Proposed Class Counsel

12 **UNITED EMPLOYEES LAW GROUP, PC**

14
15 Dated: _____

Walter L. Haines
Attorneys for Plaintiff Angela Smith
and Proposed Class Counsel

17 **DUGGAN McHUGH LAW CORPORATION**

19
20 Dated: _____

Laura McHugh
Attorneys for Defendant AgreeYa Solutions, Inc.

22 **HOLDEN LAW GROUP**

23
24 Dated: _____

Steve Holden
Attorneys for Defendant AgreeYa Solutions, Inc.

1 **APPROVED AS TO FORM ONLY:**

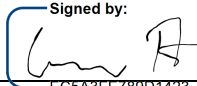
2 **BLACKSTONE LAW, APC**

3
4 Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke
*Attorneys for Plaintiff Cassandra Herndon
and Proposed Class Counsel*

7 **BARTZ LAW GROUP, APC**

8
9 Dated: 1/15/2025
10 _____

Signed by:


EC65A3FE789D1423...
Aaron A. Bartz
*Attorneys for Plaintiff Angela Smith
and Proposed Class Counsel*

12 **UNITED EMPLOYEES LAW GROUP, PC**

13
14 Dated: January 23, 2025
15 _____



Walter L. Haines
*Attorneys for Plaintiff Angela Smith
and Proposed Class Counsel*

17 **DUGGAN McHUGH LAW CORPORATION**

18
19 Dated: _____
20 _____

Laura McHugh
Attorneys for Defendant AgreeYa Solutions, Inc.

21 **HOLDEN LAW GROUP**

22
23 Dated: _____
24 _____

Steve Holden
Attorneys for Defendant AgreeYa Solutions, Inc.

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3
4 Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke
*Attorneys for Plaintiff Kassandra Herndon
and Proposed Class Counsel*

7 **BARTZ LAW GROUP, APC**

8
9 Dated: _____

Aaron A. Bartz
*Attorneys for Plaintiff Angela Smith
and Proposed Class Counsel*

12 **UNITED EMPLOYEES LAW GROUP, PC**

13
14 Dated: _____

Walter L. Haines
*Attorneys for Plaintiff Angela Smith
and Proposed Class Counsel*

17 **DUGGAN McHUGH LAW CORPORATION**

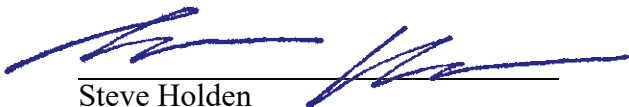
18
19 Dated: 1/15/2025



Laura McHugh
Attorneys for Defendant AgreeYa Solutions, Inc.

21 **HOLDEN LAW GROUP**

22
23 Dated: 1/15/2025



Steve Holden
Attorneys for Defendant AgreeYa Solutions, Inc.

EXHIBIT 2

11A
5/21

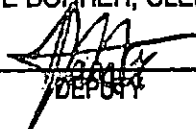
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN JOAQUIN**

14 ANGELA SMITH, an individual;
KASSANDRA HERNDON, an individual;
15 on behalf of themselves and all others
similarly situated and the general public,
16
Plaintiffs,
17
vs.
18
19 AGREEYA SOLUTIONS, INC., a
California corporation; and DOES 1 through
20 100, inclusive,
21
Defendants.

Filed MAY 21 2025
STEPHANIE BOHRER, CLERK
By 
DEPUTY

Case No.: STK-CV-UOE-2023-0002783
Honorable Esmeralda Zendejas
Department 11A
E2

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date: May 8, 2025
May 10, 2025
May 17, 2025
May 18, 2025
May 23, 2025
Time: 09:00 a.m.
Dept.: 11A

Complaint Filed: March 22, 2023
FAC Filed: May 16, 2023
SAC Filed: February 13, 2025
Trial Date: Not Set

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1 [PROPOSED] ORDER

2 On May 21, 2015 at 9:00 (a.m.) p.m. in Department 11A of the above-captioned Court
3 located at 180 East Weber Avenue, 2nd Floor, Stockton, California 95202, Plaintiffs Angela Smith's
4 and Kassandra Herndon's ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA
5 Settlement, came on for hearing before the Honorable Esmeralda Zendejas. Bartz Law Group, APC
6 and United Employees Law Group, PC appeared on behalf of Plaintiff Angela Smith ("Plaintiff
7 Smith"), Blackstone Law, APC appeared on behalf of Plaintiff Kassandra Herndon ("Plaintiff
8 Herndon"), and Duggan McHugh Law Corporation appeared on behalf of Defendant AgreeYa
9 Solutions, Inc. ("Defendant").

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary
12 Approval of Class Action and PAGA Settlement.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
15 Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Declaration of
16 Jonathan M. Genish in Support of Plaintiff's Motion for Preliminary Approval of Class Action and
17 PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range
18 of possible approval as fair, adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
20 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
21 Settlement Agreement.

22 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
23 reasonable. It appears to the Court that extensive investigation and research have been conducted such
24 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
25 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by
26 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
27 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and
28 non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the

1 Attorneys' Fees and Costs, Service Awards, LWDA Payment, Settlement Administration Costs, and
2 payments to the Settlement Class Members and PAGA Employees provided for in the Settlement
3 Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be
4 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
5 granted as part of the Settlement and preliminarily finds that the monetary settlement awards made
6 available to the Class Members and PAGA Employees are fair, adequate, and reasonable when
7 balanced against the probable outcome of further litigation relating to certification, liability, and
8 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
10 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
11 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
12 (b) common questions of law and fact predominate, and there is a well-defined community of interest
13 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs'
14 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately
15 protect the interests of the members of the Class; (e) a class action is superior to other available
16 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
17 counsel for Plaintiffs in each of their individual capacities and as the representatives of the Class.

18 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
19 follows:

20 All non-exempt, hourly employees who have worked for, or continue to work for
21 Defendant within the State of California at any time during the Class Period.

22 (The Class Period is defined as the period from August 10, 2018 through
23 Preliminary Approval.)

24 7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan Clarke, P.J. Van
25 Ert, and Annabel Blanchard of Blackstone Law, APC and Aaron Bartz of Bartz Law Group, APC, and
26 Walter L. Haines of United Employees Law Group, PC as counsel for the Class ("Class Counsel").

27 8. The Court provisionally appoints Plaintiff Angela Smith as the representative of the
28 Class ("Class Representative").

9. The Court provisionally appoints Plaintiff Cassandra Herndon as the representative of

1 the Class ("Class Representative").

2 10. The Court provisionally appoints Apex Class Action Administration to handle the
3 administration of the Settlement ("Settlement Administrator").

4 11. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the
5 Settlement Administrator with the following information about each Class Member: full name, last
6 known mailing address, telephone number and/or email (to the extent available), Social Security
7 number, dates worked for Defendant during the Class Period, pay periods worked for Defendant
8 during the PAGA Period (if applicable), and such other information as is necessary for the Settlement
9 Administrator to calculate Workweeks and Pay Periods (collectively referred to as the "Class List")
10 in conformity with the Settlement Agreement.

11 12. The Court approves, both as to form and content, the Notice of Class Action Settlement
12 ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
13 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
14 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
15 Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
16 Class Members' right to dispute the Workweeks and/or PAGA Workweeks credited to each of them
17 by submitting a Workweeks Dispute, and of each Settlement Class Member's right and opportunity to
18 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
19 The Court further finds that distribution of the Class Notice substantially in the manner and form set
20 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
21 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
22 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail
23 the Class Notice in English by First-Class U.S. Mail to all Class Members within twenty-one (21)
24 calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

25 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
27 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
28 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or

1 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
2 Settlement Administrator to Class Members ("Response Deadline"). Any such person who timely and
3 validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any
4 recovery under the Class Settlement and will not be bound by the Class Settlement or have any right
5 to object, appeal, or comment thereon. Nevertheless, all PAGA Employees will be bound by the
6 PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a
7 Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion
8 (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment
9 based thereon.

10 14. A Final Approval Hearing shall be held before this Court on
11 October 1, 2025 at 9:00 (a.m.)/p.m. in Department 11B of the San Joaquin
12 County Superior Court, located at 180 East Weber Avenue, 2nd Floor, Stockton, California 95202, to
13 determine all necessary matters concerning the Settlement, including: whether the proposed settlement
14 of the action on the terms and conditions provided for in the Settlement is fair, adequate, and
15 reasonable and should be finally approved by the Court; whether a judgment, as provided in the
16 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
17 be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and
18 determine whether to approve the requests for the Attorneys' Fees and Costs, Service Awards,
19 Settlement Administration Costs, and allocation for the PAGA Amount.

20 15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
21 Fees and Costs, Service Awards, and Settlement Administration Costs, along with the appropriate
22 declarations and supporting evidence, including the Settlement Administrator's declaration, by
23 Sept. 8, 2025, to be heard at the Final Approval Hearing.

24 16. To object to the Class Settlement, a Settlement Class Member must submit their Notice
25 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
26 Objection must be signed and must contain the information that is required, as set forth in the Class
27 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
28 individually or through counsel, may also present their objection orally at the Final Approval Hearing,

1 regardless of whether they have submitted a Notice of Objection.

2 17. In the event the Settlement does not become effective in accordance with the terms of
3 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
4 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
5 the parties shall revert back to their respective positions as of before entering into the Settlement
6 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
7 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

8 18. The Court reserves the right to adjourn or continue the date of the Final Approval
9 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
10 Members and retains jurisdiction to consider all further applications arising out of or connected with
11 the Settlement.

12 **IT IS SO ORDERED.**

13 Dated: 5-21-25


14 Honorable Esmeralda Zendejas
15 Judge of the Superior Court
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EXHIBIT 1

1 **NOTICE OF CLASS ACTION SETTLEMENT**

2 *Angela Smith v. AgreeYa Solutions, Inc.,*

3 Superior Court of California for the County of San Joaquin, Case No. STK-CV-UOE-2023-0002783

4 **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

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

6 **You do not need to take any action to receive a settlement payment.**

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

8 **YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Kassandra Herndon and Angela Smith ("Plaintiffs") and Defendant AgreeYa Solutions, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Angela Smith v. AgreeYa Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

9 **I. IMPORTANT DEFINITIONS**

10 "Class" or "Class Member(s)" means all non-exempt, hourly employees who have worked for, or continue to work for Defendant within the State of California at any time during the Class Period.

11 "Class Period" means the period from August 10, 2018 through Preliminary Approval.

12 "Class Settlement" means the settlement and resolution of all Released Class Claims.

13 "PAGA Employee(s)" means all non-exempt, hourly employees who have worked for, or continue to work for Defendant within the State of California at any time during the PAGA Period.

14 "PAGA Period" means the period from March 8, 2022 through Preliminary Approval.

15 "PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

16 **II. BACKGROUND OF THE ACTION**

17 On August 9, 2022, Plaintiff Kassandra Herndon ("Plaintiff Herndon") provided written notice to the California Labor and Workforce Development Agency ("LDWA") by online submission and to the Defendant of the specific provisions of the California Labor Code that Plaintiff Herndon contends were violated ("Herndon PAGA Letter"). On March 8, 2023, Plaintiff Angela Smith ("Plaintiff Smith") provided written notice to the California Labor and Workforce Development Agency ("LDWA") and Defendant of the specific provisions of the California Labor Code that Plaintiff Smith contends were violated ("Smith PAGA Letter"). (Together, the Herndon PAGA Letter and the Smith PAGA Letter shall be referred to as the "PAGA Letters.")

18 On August 10, 2022, Plaintiff Herndon commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the case entitled *Kassandra Herndon v. AgreeYa Solutions, Inc.*, Sacramento County Superior Court Case No. 34-2022-00324963 ("Herndon Action"). On March 22, 2023, Plaintiff Smith commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the above-referenced Action, entitled *Angela Smith v. AgreeYa Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783. On May 16, 2023, Plaintiff Smith filed a First Amended Class and PAGA Complaint ("Smith FAC") in the Action, adding a cause of action for civil penalties pursuant to PAGA. On February 11, 2025, Plaintiff Smith filed a Second Amended Class and PAGA Complaint to consolidate into the Action all claims from the Herndon Action and to add Plaintiff Herndon as a named plaintiff.

1 Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal
2 and rest breaks and associated premiums, timely pay wages during employment and upon termination of
3 employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business
4 expenses, and thereby engaged in unfair business practices in violation of the California Business and
5 Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys
6 General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among
7 other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses,
8 restitution, penalties, interest, and attorneys' fees and costs.

9 Defendant denies all of the allegations in the Action or that it violated any law.

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

13 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The
14 Court has appointed Apex Class Action Administration as the administrator of the Settlement ("Settlement
15 Administrator"), Plaintiffs Kassandra Herndon and Angela Smith as representatives of the Class ("Class
16 Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

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Barbara DuVan-Clarke
P.J. Van Ert

Annabel Blanchard
Blackstone Law, APC

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

28 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is
intended or will be construed as an admission by Defendant that the claims in the Action have merit or that
Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and
their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of
continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class
Members, the State of California, and PAGA Employees.

1 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

2 **A. Settlement Formula**

3 The total gross settlement amount is Eight Hundred Twenty Five Thousand Dollars and No Cents (\$825,000.00)
4 (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to
5 Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross
6 Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees,
7 in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$288,750.00), and
8 reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars and No
9 Cents (\$40,000.00) to Class Counsel; (2) Service Awards in an amount not to exceed Seven-Thousand Five
Hundred Dollars *each*, for a total of Fifteen Thousand Dollars (\$15,000.00) to Plaintiffs for their services in the
Action; (3) the amount of Fifty Thousand Dollars and No Cents (\$50,000.00) allocated toward civil penalties
under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$37,500.00)
("LWDA Payment") and the remaining 25% (\$12,500.00) will be distributed to PAGA Employees ("PAGA
Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Nine
Hundred Ninety Dollars (\$9,990.00) to the Settlement Administrator.

10 Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net
11 Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked
12 for Defendant as an hourly-paid employee in California during the Class Period. ("Workweeks"). The
13 Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to
14 yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the
Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be
entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do
not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final
Individual Settlement Payment.

15 Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on an
16 IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported
17 on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the
18 employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual
Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment").
The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement
Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement
Amount.

19 PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the
20 PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA
21 Employee worked for Defendant as a non-exempt, hourly employee in California during the PAGA Period.
22 ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the
PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and
multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA
Employee's Individual PAGA Payment.

23 Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject
24 to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

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

28 **B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records**

According to Defendant's records:

- From August 10, 2018 through Preliminary Approval (i.e., the Class Period), you are credited as having worked [] Workweeks.
- From March 8, 2022 through Preliminary Approval (i.e., the PAGA Period), you are credited as having worked [] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Angela Smith v. AgreeYa Solutions, Inc.*, Case No STK-CV-UOE-2023-0002783); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

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

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

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

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 200, 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200, *et seq.* and any other claims, including claims for statutory penalties, pertaining to the Class Members.

1 “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA
2 Letters and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private
3 Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’
4 fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide
5 compliant meal and rest periods and associated premium payments, timely pay wages during employment and
upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in
violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1,
1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

6 “Released Parties” means Defendant and its current and former owners, officers, shareholders, directors, agents,
7 employees, attorneys, and insurers.

8 **E. Attorneys’ Fees and Costs to Class Counsel**

9 Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross
10 Settlement Amount (i.e., \$288,750.00) and reimbursement of litigation costs and expenses in an amount not to
11 exceed Forty Thousand Dollars and No Cents (\$40,000.00) (collectively, “Attorneys’ Fees and Costs”), subject
12 to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross
Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and
PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been
paying all litigation costs and expenses.

13 **F. Service Awards to Plaintiffs**

14 Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars *each*, for a total of Fifteen Thousand
15 Dollars (\$15,000.00) (“Service Awards”), in recognition of their services in connection with the Action. The
16 Service Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if
17 awarded, it will be paid to Plaintiffs in addition to each of their Individual Settlement Payment and Individual
18 PAGA Payment that they are entitled to under the Settlement.

19 **G. Settlement Administration Costs to Settlement Administrator**

20 Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Nine Hundred Ninety
21 Dollars (\$9,990.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration
22 process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing
23 Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement
24 Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax
25 forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the
26 Court.

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

28 **A. Participate in the Settlement**

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

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

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be
included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by
the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you
will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

1 As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment
2 of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will
be responsible for your own attorney's fees and expenses.

3 **B. Request Exclusion from the Class Settlement**

4 Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for
Exclusion") to the Settlement Administrator, at the following address:

5 [Settlement Administrator]
6 [Mailing Address]

7 A Request for Exclusion must: (a) contain the case name and number of the Action (*Angela Smith v. AgreeYa*
8 *Solutions, Inc.*, Case No. STK-CV-UOE-2023-0002783); (b) contain your full name, signature, address,
9 telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish
to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the
specified address above, postmarked **on or before [Response Deadline]**.

10 If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request
11 for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement
12 (and the release of Released Class Claims described in Section III.D above), and will not have any right to object
13 to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request
14 for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement,
including those pertaining to the release of claims described in Section III.D above, as well as any judgment that
may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the
release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA
Payment, irrespective of whether they submit a Request for Exclusion.

15 **C. Object to the Class Settlement**

16 You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting
a written objection ("Notice of Objection") to the Settlement Administrator.

17 The Notice of Objection must: (a) contain the case name and number of the Action (*Angela Smith v. AgreeYa*
18 *Solutions, Inc.*, Case No. STK-CV-UOE-2023-0002783); (b) contain your full name, signature, address,
19 telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of
all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any
20 papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the
Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before**
[Response Deadline].

21 You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you
have submitted a Notice of Objection.

22 **V. FINAL APPROVAL HEARING**

23 The Court will hold a Final Approval Hearing in Department __ of the San Joaquin County Superior Court,
located at 180 E Weber Ave, Stockton, CA 95202, on [date], at [time], to determine whether the Settlement
should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant
24 the Attorneys' Fees and Costs to Class Counsel, Service Awards to Plaintiffs, and Settlement Administration
Costs to the Settlement Administrator.

25 The Final Approval Hearing may be continued without further notice to the Class Members and PAGA
26 Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you
wish to.

27 [Insert instructions on how to appear remotely for the Court]
28

1 **VI. ADDITIONAL INFORMATION**

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

4 You may view the Settlement Agreement and other documents filed in the Action by visiting the Court's website
at <https://www.sjcourts.org/> , selecting the "Online Services" drop-down menu, selecting "Case Management
5 Search" and opting for the Case Search by Case Number, and entering case number STK-CV-UOE-2023-
0002783.

6 You may also visit the Settlement Administrator's website at _____ for key documents in the Action.

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

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

EXHIBIT 3

Date	Type of Expense	Description of Expense	Amount
5/24/2022	Marketing Cost	Wizzy - Marketing Cost	\$160.80
5/26/2022	Mailing	Mailing Cost - Welcome Package - Kassandra Herndon	\$7.90
5/31/2022	Mailing	Mailing Cost - Welcome Package - Agreeya Solutions Inc.	\$7.33
5/31/2022	Mailing	Mailing Cost - Welcome Package - Agreeya Solutions Inc.	\$7.33
8/9/2022	Filing	PAGA Filing Fee	\$75.00
8/9/2022	Mailing	Mailing Cost - Agreeya Solutions Inc. (PAGA Notice)	\$8.06
8/9/2022	Mailing	Mailing Cost - Agreeya Solutions Inc. (PAGA Notice)	\$8.06
8/31/2022	Filing	First Legal Network, LLC	\$518.10
8/31/2022	Filing	First Legal Network, LLC	\$1,094.50
8/31/2022	Filing	First Legal Network, LLC	\$207.63
8/31/2022	Filing	First Legal Network, LLC	\$54.50
11/3/2022	Cost	Sacramento Superior Court - Document Download Expense (Notice of CMC & Orders)	\$7.00
11/30/2022	Filing	First Legal Network, LLC	\$54.50
2/28/2023	Filing	First Legal Network, LLC	\$58.00
5/5/2023	Cost	Check to Signature Resolution for a Full Day Mediation	\$7,700.00
5/5/2023	Mailing	Mailing Cost - Signature Resolution	\$0.60
10/6/2023	Filing	Steno - Notice of Continued CMC	\$99.00
3/26/2024	Cost	Payment to Signature Resolution for a Full Day Mediation Pt. 2	\$4,450.00
4/26/2024	Cost	Check to Berger Consulting Group, LLC	\$5,480.00
4/26/2024	Mailing	Mailing Cost - Berger Consulting Group, LLC	\$0.64
5/17/2024	Filing	Steno - Joint Notice of Settlement and Case Management Statement	\$59.95
9/16/2024	Filing	Steno - Status Conference Statement	\$59.95
9/20/2024	Filing	Steno - Notice of Remote Appearance	\$59.95
1/24/2025	Filing	Steno - Stipulation and Order Re: Stay Action	\$687.20
4/15/2025	Filing	Steno - Motion, Declaration, Proposed Order and Proof of Service	\$326.50

Total: **\$21,192.50**