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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

DEVON M. PURDY, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

LEEF INDUSTRIES, LLC; TRULIEVE CA,
INC.; TRULIEVE DHS LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No. CVRI2204224

*Assigned for all purposes to:
Hon. Harold W. Hopp
Dept. 10*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

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Attorneys for Defendants:
LEEF INDUSTRIES, LLC,
TRULIEVE CA, INC.,
TRULIEVE DHS LLC, and
TRULIEVE CANNABIS CORP.

This Class Action and PAGA Settlement Agreement (Agreement) is made by and between Named Plaintiff Devon M. Purdy (“Plaintiff” or “Named Plaintiff”) on the one hand, and Defendants Leef Industries, LLC; Trulieve Ca, Inc.; Trulieve DHS LLC; and Trulieve Cannabis Corp. (collectively “Defendant”), on the other hand. Named Plaintiff and Defendant collectively are referred to in this Agreement as “the Parties.”

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the settlement amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) as provided in Section 3.07(a) below (“Gross Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth herein, including but not limited to, a release of all claims by Named Plaintiff and the Class Members as set forth herein.

ARTICLE I**DEFINITIONS**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

a. “Action” means Plaintiff’s lawsuit alleging wage and hour violations captioned: *Devon M. Purdy, individually and on behalf of all others similarly situated v. Leef Industries, LLC, et al.*; and DOES 1 through 20, inclusive,” Case No. CVRI2204224, commenced on September 29, 2022, in the Superior Court of the State of California for the County of Riverside.

b. “Administrator” means ILYM Group Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

c. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

d. “Agreement” means this Class Action and PAGA Settlement Agreement, including the attached Exhibit(s).

e. “Aggrieved Employee” means a person who worked at the Leef Industries dispensary located at 3700 E. Vista Chino, Palm Springs, CA 92262 at any time during the PAGA period.

f. “Class” means all non-exempt employees who worked at the Leef Industries dispensary located at 3700 E. Vista Chino, Palm Springs, CA 92262 at any time during the Class Period.

g. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

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h. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, including through settlement and defense of the Settlement, if necessary.

i. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks and Pay Periods worked during the Class Period.

j. “Class Member(s)” means all members of the Class.

k. “Class Period” means April 5, 2018 through April 26, 2023.

1 l. “Court” means the California Superior Court for the County of Riverside, where the
2 Action is currently pending.

3 m. “Date of Finality” means the later of the following: (1) the date the Final Approval
4 Order is signed if there are no objections to the Settlement; (2) if objections are filed and overruled,
5 and no appeal is taken of the Final Approval Order, the Date of Finality will be (65) days after the
6 Final Approval Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling
7 of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate
8 decision affirming the Final Approval Order becomes final.

9 n. “Defendant” collectively means Leef Industries, LLC; Trulieve Ca, Inc.; Trulieve
10 DHS LLC; and Trulieve Cannabis Corp. as well as their owners, employees, officers, directors, and
11 agents.

12 o. “Defense Counsel” means counsel for Defendants:

13 **WILSON TURNER KOSMO LLP**

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15 Ethan Litney (SBN 295603)

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22 p. “Disposition” means the method by which the Court approves the terms of the
23 Settlement and retains jurisdiction over its enforcement, implementation, construction,
24 administration, and interpretation.

25 q. “Final Order Approving Settlement of Class Action” or “Final Approval” means the
26 Court’s order granting final approval of the Settlement following the Final Fairness and Approval
27 Hearing.

28 r. “Gross Settlement Amount” means Three Hundred Twenty-Five Thousand Dollars
and Zero Cents (\$325,000.00) which is the total amount Defendants agree to pay under the
Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual
PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class

1 Representative Service Payment and the Administrator's Expenses. The employer's share of payroll
2 taxes arising from the payments made under this settlement shall be paid by Defendant separate from
3 and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro
4 rata increase pursuant to Section 3.05(e) below. No part of the Gross Settlement Amount shall revert
5 to Defendant.

6 s. "Class Representative Service Payment" means a monetary amount of up to Ten
7 Thousand Dollars (\$10,000.00) for Named Plaintiff, Devon Purdy, subject to Court approval, in
8 recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his
9 general release of claims.

10 t. "Individual Settlement Payment(s)" means each Participating Class Member's pro
11 rata share of the Net Settlement Amount calculated according to the number of work weeks and/or
12 pay periods worked.

13 u. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%
14 of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA
15 Period.

16 v. "LWDA" means The State of California Labor and Workforce Development Agency.

17 w. "LWDA PAGA Payment" means 75% of the \$30,000 allocated to the settlement of
18 PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Section
19 3.06(e) of this Agreement, as provided for below.

20 x. "Motion for Final Approval" means Plaintiff's submission of a written motion,
21 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
22 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
23 to enter a Final Order in this Action.

24 y. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
25 including any evidence as may be required for the Court to grant preliminary approval of the
26 Settlement as required by Rule 3.769 of the California Rules of Court.

27 z. "Net Settlement Amount" means the Gross Settlement Amount, less the following
28 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

1 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
2 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
3 paid to Participating Class Members as Individual Class Payments.

4 aa. "Plaintiff" means Devon M. Purdy.

5 bb. "Non-Participating Class Member(s)" means any Class Member(s) who submits to
6 the Settlement Administrator a valid and timely written request to be excluded from the Class
7 pursuant to Section 3.04(b) below.

8 cc. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
9 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

10 dd. "PAGA" means the California Private Attorneys General Act of 2004, which is
11 codified in California Labor Code §§ 2698 *et seq.*

12 ee. "PAGA Period" means the period from September 29, 2021 through April 26, 2023.

13 ff. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
14 allocated to the resolution of Aggrieved Employees Aggrieved arising under PAGA. The Parties
15 have agreed that the PAGA Settlement Amount is Thirty Thousand Dollars and Zero Cents
16 (\$30,000.00), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered
17 the LWDA Payment, and the remaining 25% will be distributed to Aggrieved Employees.

18 gg. "Participating Class Member(s)" means a Class Member who does not timely
19 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
20 Settlement Amount automatically without the need to return a claim form. Each Participating Class
21 Member will be paid his/her Individual Settlement Payment and/or Individual PAGA Payment.

22 hh. "Preliminary Approval Date" means the date the Court preliminarily approves the
23 Settlement embodied in this Agreement.

24 ii. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
25 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
26 Administrator for the benefit of Participating Class Members.

27 jj. "Qualifying Workweeks" means the number of weeks that Class Members worked
28 for Defendant as non-exempt employees during the Class Period.

1 kk. "Released Class Claims" means the claims being released as described in paragraph
2 5.01 below.

3 ll. "Released PAGA Claims" means the claims being released as described in paragraph
4 5.02 below.

5 mm. "Released Parties" means Defendant as defined above, and as named in Plaintiff's
6 operative Complaint, together with their officers, directors, employees and agents.

7 nn. "Request for Exclusion" means a Class Member's submission of a written request to
8 be excluded from the Class Settlement signed by the Class Member.

9 oo. "Response Deadline" means the deadline by which Class Members must postmark or
10 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
11 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
12 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
13 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
14 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
15 mailing.

16 pp. "Settlement Administration Costs" means all costs incurred by the Settlement
17 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
18 the class, calculation of Individual Settlement Payments, Individual PAGA Payments, generation of
19 Individual Settlement Payment and Individual PAGA Payment checks and related tax reporting
20 forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys'
21 fees and costs, to Named Plaintiff for their Incentive Awards, and to the LWDA. The Settlement
22 Administration Costs shall be paid from the Gross Settlement Amount.

23 **ARTICLE II**

24 **CONTINGENT NATURE OF THE AGREEMENT**

25 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

26 Because the Parties have stipulated to the certification of the Class with respect to all causes
27 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
28 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.

1 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
2 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
3 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
4 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to
5 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date
6 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the
7 Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned
8 to their positions with respect to the Action as if the Agreement had not been entered into. In the
9 event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving
10 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall
11 not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in
12 this Agreement, the fact that Defendant did not oppose the certification of a Class under this
13 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used
14 or cited thereafter by any person or entity, including in any manner whatsoever, including without
15 limitation any contested proceeding relating to the certification of any class. If the Date of Finality
16 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect
17 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly
18 reserves the right to challenge the propriety of class certification in the Action for any purpose, if the
19 Date of Finality does not occur.

20 The Parties and their respective counsel shall take all steps that may be requested by the Court
21 relating to the approval and implementation of this Agreement and shall otherwise use their
22 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
23 grant the Motion for Preliminary Approval and/or The Motion for Final Approval, the Parties agree
24 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
25 resolution, the Parties agree to seek the assistance of mediator Hon. Carl J. West (Ret.) to resolve
26 the dispute.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Named Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action based on the preliminary approval of this Agreement. The date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."

Section 3.02: Amended Complaint

Named Plaintiff shall file a Second Amended Complaint with the only amendment to the First Amended Complaint being the addition of Trulieve Cannabis Corp. as a named Defendant.

Section 3.03: The Settlement Administrator

The Parties have chosen ILYM Group, Inc., to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments and/or Individual PAGA Payments, issuing the Individual Settlement Payment and/or Individual PAGA Payments and distributing them to Participating Class Members/Aggrieved Employees, establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the Class Representative Service Payment to Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members and/or Aggrieved Employees, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments and Individual PAGA Payments, all costs and fees associated with preparing any tax returns and any other filings

1 required by any governmental taxing authority or agency, all costs and fees associated with preparing
2 any other checks, notices, reports, or filings to be prepared in the course of administering
3 disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged
4 by the Settlement Administrator in connection with the execution of its duties under this Agreement
5 (“Settlement Administration Costs”), shall be paid to the Settlement Administrator from the Gross
6 Settlement Amount.

7 **Section 3.04: Notice to Class Members**

8 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
9 provide the Settlement Administrator with a “Class List” in electronic format based on its business
10 records, identifying the names of the Class Members, their last known home addresses, Social
11 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
12 and weeks worked during the Class Period.

13 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
14 Administrator will send Class Members, by first-class mail, at their last known address, the Court
15 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
16 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
17 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
18 mailing in which to postmark or fax objections or requests for exclusion. Prior to the initial mailing,
19 the Settlement Administrator will check all Class Member addresses against the National Change of
20 Address database and shall update any addresses before mailing. The Settlement Administrator will
21 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
22 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
23 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
24 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
25 Members shall not be required to submit claim forms in order to receive a proportional share of the
26 Net Settlement Amount.

27 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
28 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose

1 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
2 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
3 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
4 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
5 that reasonable means be used to locate Class Members and that the Settlement Administrator be
6 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
7 Individual Settlement Payments and/or Individual PAGA Payments to all Participating Class
8 Members.

9 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
10 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
11 status report provided to the Parties.

12 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
13 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
14 Member's Individual Settlement Payment and/or Individual PAGA Payment. The Settlement
15 Administrator will hold the Class Member's Individual Settlement Payment and/or Individual PAGA
16 Payment during the check cashing period on behalf of the Class Member. If at the conclusion of the
17 check cashing period the Class Member's Notice Packet and Individual Settlement Payment and/or
18 Individual PAGA Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
19 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
20 procedures set forth in Section 3.07(f) below.

21 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
22 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
23 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
24 for any re-sending of returned Notice Packets, as well as the number of valid requests for exclusion
25 and objections that the settlement administrator received. The declaration shall: (a) Describe both (i)
26 the administrator's distribution of the notice, objection form, and exclusion form, and (ii) the results
27 thereof. The declaration shall clearly distinguish between valid forms and any forms that are
28 untimely, incomplete, or otherwise invalid; (b) attach and authenticate (i) a copy of the final version

1 of the notice and of all forms enclosed with it, including the objection form and the exclusion form;
2 (ii) a copy of every objection received, and (iii) a copy of every exclusion form received. If the
3 reasons stated on any objection form are in a language other than English, the administrator shall
4 include a translation into English; (c) Describe (i) the services performed by the administrator to the
5 date of the declaration, (ii) the time and expenses incurred to perform those services, (iii) and either
6 the fee charged for those services or the agreed-upon flat fee; (d) describe the (i) services to be
7 performed by the administrator after the date of the declaration, (ii) the estimated time and expenses
8 needed to perform those services, and (iii) either the estimated fee for those services or the agreed-
9 upon flat fee.

10 **Section 3.05: Responses to Notice**

11 **a. Class Member Disputes**

12 If any Class Member disagrees with Defendant's records as to his or her Qualifying
13 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
14 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
15 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
16 supporting documentation. The Notice will also provide a method for the Class Member to challenge
17 the employment data on which his or her Individual Settlement Payment is based. The Settlement
18 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith
19 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will attempt
20 to resolve the dispute based on the information provided to it. Any remaining, unresolved disputes
21 will be decided by the Court, as the Court is the final arbiter of the Qualifying Workweeks for each
22 Class Member during the Class Period.

23 **a. Requests for Exclusion from Class**

24 In order for any Class Member to validly exclude himself or herself from the Class and this
25 Settlement (*i.e.*, to validly opt out), the Class Member must complete the Request for Exclusion form,
26 to be included with the Notice, and submit it to the Settlement Administrator, postmarked or faxed
27 no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails
28 the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on

1 how to properly complete and timely submit the form to validly exclude himself or herself from the
2 Class and this Settlement (*i.e.*, opt out). The date of the initial mailing of the Notice Packet, and the
3 date the signed request for exclusion was postmarked or faxed, shall be conclusively determined
4 according to the records of the Settlement Administrator. Any Class Member who timely and validly
5 requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement
6 Payment and/or Individual PAGA Payment, will not be bound by the terms and conditions of this
7 Agreement, and will not have any right to object, appeal, or comment thereon.

8 Any Class Member who fails to timely submit a Request for Exclusion shall automatically
9 be deemed a Class Member whose rights and claims with respect to the issues raised in the Action
10 are determined by the Court's Final Order Approving Settlement of Class Action, and by the other
11 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
12 and/or released in this Agreement will be extinguished.

13 **b. Objections to Settlement**

14 For any Class Member to object to this Agreement, or any term of it, the person making the
15 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
16 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
17 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
18 a completed and timely Objection form, signed by the objecting Class Member or his or her attorney,
19 along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date
20 the signed Objection form was postmarked or faxed, shall be conclusively determined according to
21 the records of the Settlement Administrator. The Settlement Administrator shall send any objections
22 it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
23 Members may also, but are not required to, appear at the final approval hearing to object. The Court
24 retains final authority with respect to the consideration and admissibility of any Class Member
25 objections.

26 **c. No Encouragement of Class Members**

27 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
28 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from

1 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
2 Class Members.

3 **d. Right of Plaintiff to Adjust Gross Settlement Amount**

4 Defendant has estimated the number of Class Members as 30 and the number of Qualifying
5 Workweeks is 1,172. If the number of Class Members increases by more than 10% (which is more
6 than 33 Class Members) or the number of Qualifying Workweeks increases by more than 10% (which
7 is more than 1,290 Qualifying Workweeks) as of the end of the Class Period, there will be a pro rata
8 adjustment to the Gross Settlement Amount as follows: \$10,833.33 per additional class member or
9 \$277.30 per additional Qualifying Workweek, whichever is greater.

10 **Section 3.06: Final Fairness and Approval Hearing**

11 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
12 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
13 and determine whether the Court should give it final approval, and (2) consider any objections made
14 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
15 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
16 Proposed Final Order Approving Settlement of Class Action.

17 **Section 3.07: Settlement Payment Procedures**

18 **a. Settlement Amount**

19 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
20 Gross Settlement Amount in the amount of Three Hundred Twenty-Five Thousand Dollars
21 (\$325,000.00), subject to a pro rata increase under the condition set forth in Section 3.05(e). The
22 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
23 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
24 Amount, and the Incentive Payments. The Gross Settlement Amount shall be paid 60 days after the
25 Final Order Approving Settlement of Class Action.

26 Within Sixty (60) calendar days after the Court signs the Final Order, Defendant shall transfer
27 the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth
28 herein, into a QSF established by the Settlement Administrator either directly or by sending the funds

1 to the Settlement Administer to be deposited and distributed. The Settlement Administrator will use
2 these funds to fund payment of the Individual Settlement Payments and/or Individual PAGA
3 Payments to Participating Class Members, Class Counsel Fees and Litigation Expenses Payments,
4 the Class Representative Service Payment, the LWDA PAGA Payment, and the Administration
5 Expenses Payment.

6 Within ten (10) calendar days after receiving Defendants' final payment, funding the Gross
7 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
8 to Participating Class Members, Class Counsel's Fees and Litigation Expenses Payments, the LWDA
9 PAGA Payment, the Class Representative Service Payment, and employer and employee tax
10 withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution,
11 the Settlement Administrator will perform a search based on the National Change of Address
12 Database to update and correct for any known or identifiable address changes.

13 **b. Payment of Attorneys' Fees and Costs**

14 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
15 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One
16 Hundred and Eight Thousand Dollars, and Three-Hundred and Thirty-Three Dollars and Thirty-
17 Three Cents (\$108,333.33) Class Counsel shall submit an application for an award of costs not to
18 exceed Twenty- Five Thousand Dollars and Zero Cents (\$25,000.00). Such application for attorneys'
19 fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendant
20 shall not object to or oppose any such application in these amounts. Class Counsel shall serve
21 Defendant with copies of all documents submitted in support of their application for an award of
22 attorneys' fees and costs.

23 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
24 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
25 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
26 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
27 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
28

1 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
2 will be reallocated to the Net Settlement Amount.

3 **c. Payment of Settlement Administration Costs**

4 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
5 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
6 Three Thousand Four-Hundred and Fifty Dollars and Zero Cents (\$3,450.00).

7 **d. Payment of Class Representative Service Payment**

8 Subject to Court approval, the Named Plaintiff shall receive a Service Award of up to Ten
9 Thousand Dollars (\$10,000.00), the request for which Defendant will not object to or oppose. The
10 Service Awards shall be paid out of the Gross Settlement Amount and shall not constitute payment
11 to any Participating Class Member(s) other than Plaintiff. To the extent that the Court approves less
12 than the amount of incentive award that Class Counsel request, the difference between the requested
13 and awarded amounts will be reallocated to the Net Settlement Amount.

14 The Administrator will pay the Class Representative Service Payment using IRS Form 1099.
15 Named Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
16 Representative Service Payment.

17 **e. Payment to the LWDA and Aggrieved Employees**

18 In consideration of claims made under PAGA, Class Counsel will request that the Court
19 approve allocation of Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement
20 Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California
21 Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%)
22 will be paid to the Aggrieved Employees. Defendant will not oppose this request. The entire PAGA
23 Settlement Amount will be paid out of the Gross Settlement Amount.

24 **f. Payment of Individual Settlement Payments and Individual PAGA Payments**

25 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
26 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
27 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
28 each Class Member. To calculate the minimum amount each Class Member will receive based on

1 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
2 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
3 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
4 Member's approximate Individual Settlement Payment and/or Individual PAGA Payment amount
5 will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement
6 Amount will be dispersed to Participating Class Members (those who did not exclude themselves)
7 on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period
8 by each Participating Class Member.

9 The Individual PAGA Settlement Amounts to be distributed to Aggrieved Employees shall
10 be divided between all Aggrieved Employees in proportion to the number of pay periods that each
11 PAGA Group Member worked during the PAGA Period. To calculate the minimum amount each
12 PAGA Group Member will receive based on their individual pay periods, 25% of the PAGA
13 Settlement Amount (or \$7,500.00) will be divided by the total number of pay periods by all
14 Aggrieved Employees during the PAGA Period and then allocated on a pro rata basis. Pay periods
15 will be rounded up to the next whole integer. Each Aggrieved Employee's approximate Individual
16 PAGA Settlement Payment will be included in his or her Notice Packet. After final approval by the
17 Court, the Individual PAGA Settlement Amount will be dispersed to all Aggrieved Employees on a
18 pro rata basis based on the number of pay periods worked during the PAGA Period by each
19 Aggrieved Employee.

20 Each Individual Settlement Payment will represent wages and penalties allocated using the
21 following formula: 20% allocated to wages; 80% allocated to interest and penalties. Payments for
22 the Individual PAGA Settlement Amounts will be allocated as 100% penalties. The amounts paid as
23 wages shall be subject to all tax withholdings customarily made from an employee's wages and all
24 other authorized and required withholdings and shall be reported by W-2 forms. The employer-side
25 taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid
26 as penalties and interest shall be subject to all authorized and required withholdings other than the
27 tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.
28

No later than ten (10) business days after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual Settlement Payments and/or Individual PAGA Payment to Participating Class Members, which shall be negotiable for 180 days from the date the checks are mailed. Any envelope transmitting a settlement distribution to a Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments and/or Individual PAGA Payments. Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their Settlement checks. If an Individual Settlement Payment and/or Individual PAGA Payment has not been negotiated or cashed within 60 days from the date of mailing, the Settlement Administrator shall mail a reminder postcard to the respective Class Member(s). Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the Riverside Legal Aid, otherwise known as the Public Service Law Corporation, located at 4129 Main Street, Suite 101, Riverside, CA 92501.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis or a comparable databases based on set criteria and, if another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will tender the funds from the undeliverable checks to the Riverside Legal Aid, otherwise known as the Public Service Law Corporation, located at 4129 Main Street, Suite 101, Riverside, CA 92501.

g. Default on Payment.

Defendant's failure to fund the Gross Settlement Amount within the time period set forth in Section 3.07(a) shall be considered a default. In the event Defendant fails to timely fund the Gross

1 Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and
2 Defendant's counsel within three (3) business days of the missed payment. Thereafter, Defendant
3 will have seven (7) days to cure the default and tender payment to the Settlement Administrator.

4 **h. No Credit Toward Benefit Plans.**

5 The Individual Settlement Payments and/or Individual PAGA Payments made to
6 Participating Class Members under this Agreement, as well as any other payments made pursuant to
7 this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to
8 which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus
9 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other
10 benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights,
11 contributions, or amounts to which any Class Members may be entitled under any benefit plans.

12 **ARTICLE IV**

13 **LIMITATIONS ON USE OF THIS SETTLEMENT**

14 **Section 4.01: No Admission**

15 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
16 Class should not have been certified in the Action. This Agreement represents a compromise and
17 settlement of highly disputed claims. This Agreement is entered into solely for the purpose of settling
18 these claims. Nothing in this Agreement is intended nor will be construed as an admission of liability
19 or wrongdoing by Defendant.

20 **Section 4.02: Non-Evidentiary Use**

21 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
22 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
23 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
24 including but not limited to, evidence of a presumption, concession, indication, or admission by any
25 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
26 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
27 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
28 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims

1 released through this Agreement. Notwithstanding the terms herein, nothing in this Agreement shall
2 be interpreted to prevent third parties from offering this Agreement into evidence, nor shall this
3 Agreement be interpreted to predetermine its admissibility in litigation involving third parties.

4 **Section 4.03: Nullification**

5 The Parties have agreed to the certification of the Class encompassing all claims alleged in
6 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
7 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
8 Settlement, or (c) the Court should for any reason fail to enter the Final Approval Order, or (d) the
9 Final Approval Order is reversed, or declared or rendered void, then (i) this Agreement shall be
10 considered null and void; (ii) neither this Agreement nor any of the related negotiations or
11 proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same
12 position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court;
13 and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action
14 pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in
15 connection with, the issue of whether the Class should be certified by the Court in a non-settlement
16 context in this Action or any other action, and in any of those events, Defendant expressly reserves
17 the right to oppose certification of the Class.

18 In the event of a timely appeal from the Final Approval Order, the Final Approval Order shall
19 be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the
20 appeal.

21 **ARTICLE V**

22 **RELEASES**

23 **Section 5.01: Released Claims by Class Members**

24 Effective on the date Defendant fully funds the Gross Settlement Amount, Named Plaintiff
25 and Participating Class Members who do not opt out of the Settlement, will release claims against
26 Released Parties for any and all claims alleged in Plaintiff's Operative Complaint, during the Class
27 Period, and any and all claims based upon the facts alleged in Plaintiff's operative Complaint,
28 including, (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide

meal periods, (4) failure to permit rest breaks, (5) failure to reimburse business expenses, (6) failure to provide accurate itemized wage statements, (7) failure to pay wages timely during employment, (8) failure to pay all wages due upon separation of employment, (9) violation of Business and Professions Code §§ 17200 *et seq.*, and (10) Enforcement of Labor Code §2698 *et seq.*, (“PAGA”) (“Released Claims”).

Section 5.02: PAGA Release

Upon the date of funding the GSA, Named Plaintiff and the State of California release the Released Parties from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA and alleged in the operative Complaint, which arose during the PAGA Period, including claims arising under Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 2800, and 2802.

Section 5.03: Named Plaintiff’s Release of Unknown Claims

Upon the date of funding the GSA, in addition to the release identified in Section 5.01, Named Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, predecessors, and assigns generally, fully and forever release and discharge Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, transactions, occurrences, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, penalties, liquidated damages, and attorney’s fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the date of his signature on this Agreement, known or unknown, suspected or unsuspected, including but limited to all claims arising out of, based upon, or relating to his employment with Released Parties or the remuneration for such employment. Without limiting the generality of the foregoing, Named Plaintiff expressly releases all claims which were or could have been raised in the Action and all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); wrongful discharge; any tort, including negligence, fraud, misrepresentation under California Labor Code section 970, negligent infliction of emotional distress, intentional infliction of emotional distress, assault, battery, and defamation;

any “retaliation” claims; any claims relating to any breach of public policy; any legal restrictions on Released Parties’ right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (7) California Fair Employment and Housing Act, Cal. Gov’t Code § 12900 et seq. (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment); (8) California Family Rights Act, Cal. Gov’t Code § 12945.1 et seq. (family/medical leave); (9) California Labor Code, including PAGA, or any Industrial Welfare Commission Wage Order; (10) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; (11) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (12) Executive Order 11141 (age discrimination); (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 et seq. (employee benefits); (14) state and federal false claims acts; (15) National Labor Relations Act; (16) Occupational Safety and Health Act; and (17) Business and Professions Code § 17200 et seq. (“Named Plaintiff’s General Release.”) Named Plaintiff acknowledges that Named Plaintiff may discover facts or law different from, or in addition to, the facts or law that Named Plaintiff now knows or believes to be true but agrees, nonetheless, that Named Plaintiff’s General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Named Plaintiff’s discovery of them. Section 1542 of the California Civil Code provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

1 *executing the release and that, if known by him or her, would have*
2 *materially affected his or her settlement with the debtor or released party.”*

3 Named Plaintiff’s general release provided herein is made with an express waiver and
4 relinquishment of any claim, right, or benefit under California Civil Code § 1542.

5 **ARTICLE VI**

6 **MISCELLANEOUS PROVISIONS**

7 **Section 6.01: Amendments or Modification**

8 The terms and provisions of this Agreement may be amended or modified only by an express
9 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel
10 and approved by the Court.

11 **Section 6.02: Assignment**

12 None of the rights, commitments, or obligations recognized under this Agreement may be
13 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
14 consent of each other Party and their respective counsel. The representations, warranties, covenants,
15 and agreements contained in this Agreement are for the sole benefit of the Parties under this
16 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

17 **Section 6.03: Governing Law**

18 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
19 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
20 of laws.

21 **Section 6.04: Entire Agreement**

22 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
23 contains the entire understanding of the Parties with respect to the subject matter contained herein.
24 In case of any conflict between text contained in Articles I through VI of this Agreement and text
25 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
26 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
27 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
28 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement

1 supersedes all prior agreements and understandings among the Parties with respect to the settlement
2 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
3 prior agreements or proposals.

4 **Section 6.05: Waiver of Compliance**

5 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
6 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
7 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
8 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
9 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
10 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

11 **Section 6.06: Counterparts and Fax/PDF Signatures**

12 This Agreement, and any amendments hereto, may be executed in any number of counterparts
13 and any Party and/or their respective counsel may execute any such counterpart, each of which when
14 executed and delivered shall be deemed to be an original. All counterparts taken together shall
15 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
16 signature.

17 **Section 6.07: Meet and Confer Regarding Disputes**

18 Should any dispute arise among the Parties or their respective counsel regarding the
19 implementation or interpretation of this Agreement, a representative of Class Counsel and a
20 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
21 to submitting such disputes to the Court.

22 **Section 6.08: Agreement Binding on Successors**

23 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
24 of each of the Parties.

25 **Section 6.09: Cooperation in Drafting**

26 The Parties have cooperated in the negotiation and preparation of this Agreement. This
27 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
28 was the drafter or participated in the drafting of this Agreement.

1 **Section 6.10: Fair and Reasonable Settlement**

2 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
3 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
4 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
5 further believe that the Settlement is and is consistent with public policy, and fully complies with
6 applicable law.

7 **Section 6.11: Headings**

8 The descriptive heading of any section or paragraph of this Agreement is inserted for
9 convenience of reference only and does not constitute a part of this Agreement and shall not be
10 considered in interpreting this Agreement.

11 **Section 6.12: Notice**

12 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
13 communications under this Agreement must be in writing and addressed as follows:

14
15 *To Named Plaintiff and the Class:*

16 Kashif Haque
17 Samuel A. Wong
18 Jessica L. Campbell
19 Daniel E. Ishu
20 AEGIS LAW FIRM, PC
21 9811 Irvine Center Drive, Suite 100
22 Irvine, California 92618
23 Telephone: (949) 379-6250
24 Facsimile: (949) 379-6251

25 And

26 *To Defendant:*

27 **WILSON TURNER KOSMO LLP**

28 Lois M. Kosch (SBN 131859)
 Ethan Litney (SBN 295603)

 402 West Broadway, Suite 1600
 San Diego, California 92101
 P: (619) 236-9600
 F: (619) 236-9669

1 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

2 To the extent consistent with class action procedure, this Agreement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
4 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
5 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
6 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
7 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
8 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
9 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
10 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
11 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
12 fees incurred in connection with any enforcement actions.

13 **Section 6.14: Mutual Full Cooperation**

14 The Parties agree fully to cooperate with each other to accomplish the terms of this
15 Agreement, including but not limited to the execution of such documents, and the taking of such
16 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
17 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
18 terms. In the event the Parties are unable to reach agreement on the form or content of any document
19 needed to implement the Settlement, or on any supplemental provisions that may become necessary
20 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

21 **Section 6.15: Authorization to Act**

22 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
23 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
24 required to effectuate the terms of this Agreement, except for signing documents, including but not
25 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
26 represents and warrants that the individual executing this Agreement on its behalf has the full right,
27 power, and authority to enter into this Agreement and to carry out the transactions contemplated
28 herein.

1 **Section 6.16: No Reliance on Representations**

2 The Parties have made such investigation of the facts and the law pertaining to the matters
3 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
4 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
5 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
6 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
7 to any other matters. No representations, warranties, or inducements, except as expressly set forth
8 herein, have been made to any party concerning this Agreement.

9 **Section 6.17: Confidentiality**

10 The terms of this settlement shall remain confidential until the motion for preliminary
11 approval is filed. Even after preliminary approval, except for communications between Class
12 Counsel and Class Members, or as otherwise required by the Court or law, Named Plaintiff and his
13 counsel agree not to make any public statements, issue any press releases, place information
14 regarding this settlement on their web site, or make any other announcements publicizing this
15 settlement. Notwithstanding the above, Plaintiff's counsel may reference publicly-available
16 information about the settlement in their declarations establishing qualifications as counsel in other
17 cases.

18 **Section 6.18: No Tax Advice**

19 Neither Plaintiff, Class Counsel, LEEF Industries nor Defense Counsel are providing any
20 advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such
21 within the meaning of the United States Treasury Department Circular 230 (31 CFR Part 10, as
22 amended) or otherwise.

23 **Section 6.19: Use and Return of Class Data**

24 Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and
25 summaries of the Class Data provided to Class Counsel by LEEF Industries in connection with the
26 mediation, other settlement negotiations, or in connection with the Settlement, may be used only with
27 respect to this Settlement, and no other purpose, and may not be used in any way that violates any
28

existing contractual agreement, statute, or rule of court. Upon request by Defendant, Named Plaintiff shall destroy or return, all paper and electronic versions of Class Data received from LEEF Industries.

Section 6.20: Stay of Litigation

The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Section 6.21: Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, or not approved, such invalidity, illegality, unenforceability, or non-approval shall in no way affect any other provision if the Court, Defense Counsel and Class Counsel, on behalf of the Parties and the Class Members, mutually elect in writing to proceed as if such invalid, illegal, unenforceable, or unapproved provision had never been included in this Agreement. If the Parties do not elect to proceed, the Parties shall be restored to their respective positions in the Action, as of the date of the hearing on the Motion for Preliminary Approval

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 7/14/2023 | 12:25 PM PDT

DEVON M. PURDY

By: Plaintiff

DocuSigned by:

Devon Purdy

8439C95F10D448F...

Dated:

7/21/2023

LEEF INDUSTRIES, LLC,
TRULIEVE CA, INC.,
TRULIEVE DHS LLC, and
TRULIEVE CANNABIS CORP.

By:

DocuSigned by:



(Signature)

Eric Powers

(Printed Name)

Secretary

(Title)

APPROVED AS TO FORM ONLY:

Dated:

July 25, 2023

AEGIS LAW FIRM, PC

By:



Kashif Haque

Jessica L. Campbell

Daniel E. Ishu

Attorneys for Named Plaintiff Devon M. Purdy

Dated:

WILSON TURNER KOSMO LLP

By:

Lois M. Kosch

Ethan Litney

Attorneys for Defendants LEEF INDUSTRIES,
LLC, TRULIEVE CA, INC., TRULIEVE DHS
LLC, and TRULIEVE CANNABIS CORP.

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Dated:

LEEF INDUSTRIES, LLC,
TRULIEVE CA, INC., TRULIEVE
DHS LLC, and Trulieve Cannabis
Corp.

By:

(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated:

AEGIS LAW FIRM, PC

By:

Kashif Haque
Jessica L. Campbell
Daniel E. Ishu

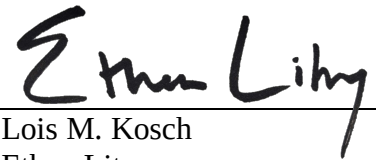
Attorneys for Named Plaintiff Devon M. Purdy

Dated:

July 21, 2023

WILSON TURNER KOSMO LLP

By:



Lois M. Kosch
Ethan Litney

Attorneys for Defendants LEEF INDUSTRIES,
LLC, TRULIEVE CA, INC., TRULIEVE DHS
LLC, and TRULIEVE CANNABIS CORP.

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Devon M. Purdy v. Leef Industries, LLC et al.,
Riverside County Superior Court, Case No. CVRI2204224

If you worked at the Leef Industries dispensary located at 3700 E Vista Chino, Palm Springs, CA 92262 as an hourly employee, in California at any time from April 5, 2018 through April 26, 2023, the settlement of this class and representative action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class and representative action lawsuit entitled *Devon M. Purdy v. Leef Industries, LLC et al.*, Case No. CVRI2204224 (Riverside County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class and Representative Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the Final Fairness and Approval Hearing.
- The Court has preliminarily approved a class and representative action settlement with Defendants Leef Industries, LLC, Trulieve CA, Inc., Trulieve DHS LLC, and Trulieve Cannabis Corp., (collectively “Defendants”), which will affect all non-exempt employees employed by Defendants who worked at the Leef Industries dispensary located at 3700 E Vista Chino, Palm Springs, CA 92262 at any time between April 5, 2018 through April 26, 2023
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Class and will be entitled to a settlement award as detailed below. But, you will not be able to bring your own lawsuit against Defendants for violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Object. Receive a payment. Give up certain rights. If you object to the settlement, you will remain a member of the Class. If the Court approves the settlement, you will be entitled to collect a settlement award and be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive no payment from the class settlement. Keep your rights. If you ask to be excluded from the Settlement, you will not receive any payment from the settlement award. But, you keep your right to sue Defendants separately for the legal claims raised in this Lawsuit.

- Your options are explained in this notice. To object to the settlement or to ask to be excluded, you must act before [REDACTED].
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

Defendants' records show that you worked at the Leef Industries dispensary located at 3700 E Vista Chino, Palm Springs, CA 92262 as an hourly employee at some point between April 5, 2018 through April 26, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement may be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Harold W. Hopp of the Superior Court of the State of California, County of Riverside, is overseeing this lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Plaintiff Devon Purdy ("Plaintiff") claims that Defendants: (1) failed to pay minimum wages, (2) failed to pay overtime wages, (3) failed to provide meal periods, (4) failed to permit rest breaks, (5) failed to reimburse business expenses, (6) failed to provide accurate itemized wage statements, (7) failed to pay wages timely during employment, (8) failed to pay all wages due upon separation of employment, (9) violated of Business and Professions Code §§ 17200 *et seq.*, and (10) Enforcement of Labor Code §2698 *et seq.*

Throughout the litigation, Defendants have denied—and continue to deny—the factual and legal allegations in the Lawsuit. Defendants deny any wrongdoing and assert that their conduct at all times complied with the law. However, Defendants have voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are referred to as a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The company being sued is called the defendant. In class action litigation, a Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class. The Class Period in this case is April 5, 2018 through April 26, 2023.

This class action also includes a "Private Attorneys General Act" ("PAGA") claim, where the Plaintiff is attempting to recover civil penalties on behalf of the State of California. In a PAGA action, the State receives 75% of any recovered civil penalties, and the employees receive 25%. This Settlement will resolve all claims by the State for civil penalties arising from the claims made by Plaintiff in the Lawsuit during the period of September 29, 2021 through April 26, 2023 ("PAGA Period").

4. Why is this Lawsuit a class action?

For settlement purposes, Plaintiff and Defendants have agreed that this case can proceed as a class action and have agreed to ask the Court to approve the class action Settlement. The Court has not ruled on the merits of the claims in the Lawsuit.

5. What are the terms of the proposed Settlement?

The proposed settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The major terms of the settlement are as follows:

1. Defendants have agreed to pay \$325,000.00 to settle the claims in this Lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiff has agreed to release all of his claims in this Lawsuit against Defendants.
3. Plaintiff seeks the following deductions from the \$325,000.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (which is currently equal to \$108,333.33) for Class Counsel’s attorneys’ fees.
 - b. Up to \$25,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An Incentive Award of up to \$10,000.00 to the Plaintiff for filing the Lawsuit, performing work in connection with the Lawsuit, and the risks associated with filing the Lawsuit.
 - d. Up to \$3,450.00 to cover the costs of the Settlement Administrator.
 - e. A PAGA Settlement Amount of up to \$30,000.00 for the release of PAGA claims. The PAGA Settlement Amount shall be allocated 75% (\$22,500.00) to the California Labor and Workforce Development Agency and 25% (\$7,500.00) to the hourly employees that worked for Defendants at the Leef Industries dispensary located at 3700 E Vista Chino, Palm Springs, CA 92262 in California at any time during the PAGA Period (“PAGA Group Members”).

If the Court approves these requested deductions, there will be approximately \$148,216.67 remaining. The remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not request exclusion according to the number of weeks they worked for Defendants at the Leef Industries dispensary located at 3700 E Vista Chino, Palm Springs, CA 92262 in California during the Class Period. Based on the above-mentioned deductions, the estimated average recovery by individual class members is \$4,940.00.

PAGA Settlement Payments. 25% of the PAGA Settlement Amount (\$7,500.00) (“PAGA Group Payment”) will be paid to PAGA Group Members based on the number of pay periods they work for Defendants at the Leef Industries dispensary located at 3700 E Vista Chino, Palm Springs, CA 92262

during the PAGA Period. If you are a PAGA Group Member, you will receive a pro rata share of the PAGA Group Payment regardless of whether you opt-out of the class settlement. Payments will be reported on a Form 1099.

Check Cashing Period. If a settlement check remains uncashed after 180 days from the date it is issued, the check will become void and the amount of the uncashed check will be sent to the **Riverside Legal Aid, otherwise Known as the Public Service Law Corporation.**

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: all non-exempt employees employed by Defendants who worked at the Leef Industries dispensary located at 3700 E Vista Chino, Palm Springs, CA 92262 between April 5, 2018 through April 26, 2023 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting [REDACTED] the “Settlement Administrator,” at the designated phone number for this matter at [REDACTED] or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendants, the total number of weeks you worked at the Leef Industries dispensary located at 3700 E Vista Chino, Palm Springs, CA 92262 as an hourly employee during the Class Period is [REDACTED]. The total number of pay periods you worked at the Leef Industries dispensary located at 3700 E Vista Chino, Palm Springs, CA 92262 as an hourly employee during the PAGA Period is [REDACTED].

After making the anticipated court-approved deductions described above, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on the number of weeks worked during the Class Period and number of pay periods worked during the PAGA Period. It is estimated your share of the settlement will be \$ [REDACTED], less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$ [REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment and/or Individual PAGA Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

The estimates above are based on Defendants’ records. If you believe your total weeks worked during the Class Period and/or pay periods worked during the PAGA Period shown above are not correct, you may contact the Settlement Administrator indicating what you believe is correct no later than [REDACTED].

You should send any documents or other information that supports your belief that the number of weeks set forth above is incorrect. The Settlement Administrator will attempt to resolve any dispute based upon Defendants' records and any information you provide. Any dispute not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not exclude yourself from the Settlement, you will be deemed to have released Defendants and each of their respective current and former, officers, directors, employees, and agents (collectively, "Released Parties") from any and all claims alleged in the Second Amended Complaint of *Devon M. Purdy v. Leef Industries, LLC et al.* Case No. CVRI2204224, which arose during the Class Period and any and all claims based upon the facts alleged in the Second Amended Complaint. The claims are as follows: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to permit rest breaks, (5) failure to reimburse business expenses, (6) failure to provide accurate itemized wage statements, (7) failure to pay wages timely during employment, (8) failure to pay all wages due upon separation of employment, (9) violation of Business and Professions Code §§ 17200 *et seq.*, and (10) Enforcement of Labor Code §2698 *et seq.* (collectively "Released Claims").

Additionally, if you are a PAGA Group Member, you will have released the Released Parties from all claims exhausted in Plaintiff's notice(s) sent to the Labor & Workforce Development Agency ("LWDA") and as alleged in Plaintiff's Second Amended Complaint which arose during the PAGA Period (collectively, "Released PAGA Claims"). You will release these Released PAGA Claims even if you opt-out of the class action settlement.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, you must not opt-out). To object, you may complete and timely submit the Notice of Objection form included with this notice and mail it to the Settlement Administrator at the address in Section 16 below. Your written objection must set forth the grounds for your objection and be signed and dated, along with any supporting documents. The objection must be mailed to the Settlement Administrator no later than [REDACTED]. Alternatively, you can also appear at the final approval hearing. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you will not receive any money or benefits from the class settlement. However, if you opt out, you may then be able to sue or continue to sue Defendants for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit except for the release by PAGA Group Members. Whether or not you submit a Request for Exclusion, if you are a PAGA Group Member, you will still be entitled to your portion of the PAGA Group Payment.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to complete and timely submit the Request for Exclusion form, included with this notice, and mail it to the Settlement Administrator at the address in Section 16 below. The form must be completed in its entirety, must contain your signature or the signature of your legally authorized representative, and must be postmarked on or before [redacted]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any class member who fails to submit a valid and timely Request for Exclusion will be bound by all terms of the settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Class Counsel:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Lisa Iturriaga
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Litturiaga@aegislawfirm.com

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm’s attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers’ experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$108,333.33) in attorneys’ fees, plus costs not to exceed \$20,000.00, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel’s fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement, Class Counsel has requested an incentive award of up to \$10,000.00 to be paid to the Plaintiff for his efforts in this matter, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

[Settlement Administrator]

[address]

[address]

[Telephone]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [REDACTED], at [REDACTED], in Department 10 of the Superior Court of California, County of Riverside, located at 4050 Main Street, Riverside, California 92501. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class.

18. When will I get money after the hearing?

The Court will hold a hearing on [REDACTED], at [REDACTED], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals will be resolved and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendants make payment to the Settlement Administrator. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California, for Riverside, at the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You can also view the case records online at the court's website: <https://epublic-access.riverside.courts.ca.gov/public-portal/>. Click "Case Number Search", create a free account, enter case number CVRI2204224, then click "search" to populate the case information, and click on the case number to view the case record. The Settlement Agreement is attached to the Declaration of Daniel E. Ishu In Support of Plaintiff's Motion for Preliminary Approval of the Class and PAGA Action Settlement, filed on [DATE MPA is filed.]

Any questions regarding this Class Notice or the Lawsuit may be directed to the Settlement Administrator at the address and/or telephone number listed in section 16 of this Notice. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address, telephone number or email address set forth above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE.

Superior Court of California, County of Riverside
Devon M. Purdy v. Leef Industries, LLC et al.,
Riverside County Superior Court, Case No. CVRI2204224

REQUEST FOR EXCLUSION FORM

[This form should be returned ONLY IF you do not wish to receive your share of the Settlement monies identified in the accompanying Notice.]

As a Class Member, I understand that I have the option to request to be excluded from the Settlement Class described in the accompanying Notice. I understand that by exercising this option, I will remain free to prosecute my own claims, if any, at my own expense, against Leef Industries, LLC, Trulieve Ca, Inc., Trulieve DHS LLC, and Trulieve Cannabis Corp (collectively “Defendants”) subject to applicable statute of limitations and other applicable restrictions. To be valid, I understand this form must be completed in its entirety and timely mailed to the Settlement Administrator, ILYM Group Inc., (MAILING ADDRESS FOR ILYM) no later than _____.

I understand that by filling out this form requesting to be excluded from the Settlement that I will not receive a portion of the Settlement monies described in the accompanying Notice that I would otherwise be entitled to receive pursuant to the settlement. I also understand that exclusion from the class will not result in exclusion from any settlement based on the Private Attorneys General Act (“PAGA”).

I wish to exclude myself from this class action lawsuit, the settlement and the judgment.

Name (First, Middle, Last) (Print) _____

Home Street Address: _____

City, State, Zip Code: _____

Former Names (used while employed for Defendants, if any): _____

Telephone Number: _____

Date: _____

SIGNATURE

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST-CLASS MAIL TO:**

Devon M. Purdy v. Leef Industries, LLC et al., Class Action Settlement Administrator
c/o _____.

[ADDRESS]

Superior Court of California, County of Riverside
Devon M. Purdy v. Leef Industries, LLC et al.,
Riverside County Superior Court, Case No. CVRI2204224

NOTICE OF OBJECTION

If you wish to object to the terms of the settlement, you must complete this Notice of Objection stating the basis for your objection, and mail it, along with any documents that support your objection, to: Settlement Administrator, ILYM Group Inc., [ADDRESS] on or before [REDACTED], 2023.

If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement and release.

I object to the proposed settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST-CLASS MAIL TO:**

Devon M. Purdy v. Leef Industries, LLC et al., Class Action Settlement Administrator
c/o [REDACTED]
[ADDRESS]