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Attorneys for Plaintiffs
PEDRO NEGRETE PLASCENCIA
And NICOLE ANAYA, individually and on
behalf of other persons similarly situated

[Additional Counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

PEDRO NEGRETE PLASCENCIA, an
individual, on behalf of himself and other
persons similarly situated,

Plaintiff,

vs.

THE COUNTER WALNUT CREEK LP, a
California limited partnership; CI
MANAGEMENT LLC, a California limited
liability company; COUNTER INTELLIGENCE
LLC, a California limited liability company; THE
COUNTER CORTE MADERA LP, a California
limited partnership; THE COUNTER
CUPERTINO LP, a California limited
partnership; THE COUNTER MOUNTAIN
VIEW LP, a California limited partnership; THE
COUNTER PALO ALTO LP, a California
limited partnership; THE COUNTER SAN
MATEO LP, a California limited partnership;
THE COUNTER SANTANA ROW LP, a
California limited partnership; PETER E. KATZ,
an individual; and DOES 1 through 50,
inclusive,

CASE NO.: MSC20-02432

[Assigned for all purposes to the Edward G.
Weil, Dept. 39]

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

Complaint Filed: November 30, 2020
Trial Date: None Set

Defendants.

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ATTORNEYS FOR DEFENDANTS
CI MANAGEMENT LLC, COUNTERINTELLIGENCE LLC,
THE COUNTER MOUNTAIN VIEW LP, THE COUNTER
SANTANA ROW LP, AND PETER E. KATZ

1 This Joint Stipulation of Class Action and PAGA Settlement and Release (hereinafter
 2 “Stipulation of Settlement” or “Settlement”) is made and entered into by and between Plaintiffs
 3 Pedro Negrete Plascencia and Nicole Anaya (“Plaintiffs”), individually, and on behalf of all
 4 others similarly situated, and CI Management LLC, Counter Intelligence LLC, The Counter
 5 Mountain View LP, The Counter Santana Row LP, and Peter E. Katz (collectively “Defendants”).
 6 This Stipulation of Settlement shall be binding on Plaintiffs and those persons Plaintiffs seek to
 7 represent, and on Defendants and Released Parties (defined below), and their respective counsel,
 8 subject to the terms and conditions hereof and the Court’s approval.

9 DEFINITIONS

10 In addition to other terms defined in this Agreement, the terms below have the following
 11 meaning in this Agreement:

12 A. “Action” means the putative class action titled *Pedro Negrete Plascencia, et. al*
 13 *v. The Counter Walnut Creek LP, et. al*, Case No.: MSC20-02432, pending in the Superior
 14 Court of the State of California, County of Contra Costa.

15 B. “Agreement,” “Settlement,” or “Settlement Agreement” means this Settlement
 16 Agreement.

17 C. “Class” means all current and former hourly-paid or non-exempt individuals who
 18 worked for Defendants The Counter Santana Row (“Santana Row”) and/or The Counter
 19 Mountain View (“Mountain View”) within the State of California at any time during the Class
 20 Period.

21 D. “Class Counsel” means Matthew J. Matern, Joshua D. Boxer and Corey B.
 22 Bennett of MATERN LAW GROUP, PC.

23 E. “Class Counsel Fees Payment” means the amount of attorneys’ fees to be paid to
 24 Class Counsel as approved by the Court to compensate them for, respectively, their legal work
 25 in connection with the Action, including their filing of the Action and related litigation
 26 activities.

F. "Class Data" means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her number of workweeks employed during the Class Period as a Class Member.

G. "Class Members," "Settlement Class," or "Class Member," are members of the Class who do not exercise an Election Not to Participate in Settlement and did not release the claims that are the subject of this Agreement. "Class Members" shall consist of all persons who are employed or have been employed by Defendants Santana Row and Mountain View in California as hourly non-exempt employees during the Class Period. The Settlement Class shall not include any person who previously settled or released the claims covered by this Settlement, any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as provided in this Settlement.

H. "Class Notice" means the Notice of Pendency of Class Action Settlement and Hearing Date for Final Court Approval.

I. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator with Spanish translations of the Class Notice and all other documents included in the Class Notice Packet.

J. "Class Period" means the period of time from November 20, 2016 to the date of the Preliminary Approval of the Settlement.

K. "Court" means the Superior Court of the State of California, County of Contra Costa.

L. "Defendants" collectively means Defendants CI Management LLC, Counter Intelligence LLC, The Counter Mountain View LP, The Counter Santana Row LP, and Peter E. Katz.

M. "Defendant's Counsel" means Christine H. Long and Aleshia M. Poole White of Berliner Cohen, LLP.

N. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.

O. “Enhancement Award” means the service payment made to Plaintiffs as Class Representatives of not more than \$5,000 each in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants Santana Row and Mountain View’s expenses in the event that they were unsuccessful in the prosecution of the Action, and for the general release of all claims by Plaintiffs.

P. “Final” means the last of the following dates, as applicable:

1. If no objection to the Settlement is made, the date the Judgment is entered.

2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.

3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

Q. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

R. “Gross Settlement Amount” means Two Hundred Thousand Fifteen Dollars (\$215,000) to be paid by Defendants Santana Row and Mountain View as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant Santana Row and Mountain View and shall be inclusive of all payments contemplated in this resolution in this Agreement, excluding any employer payroll taxes which shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant Santana Row and Mountain View.

S. “Judgment” means the Final Approval Order and Judgment entered by the Court.

T. “LWDA” means the California Labor and Workforce Development Agency.

U. “LWDA Payment” means the portion of the payment from the Gross Settlement Amount to be paid to the LWDA under the Settlement Agreement.

V. “NCOA” means national change of address.

W. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts attributed to the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Enhancement Awards payable to Plaintiffs as Class Representatives Service Payment, LWDA Payment, and Settlement Administration Expenses.

X. “PAGA Period” means the period between November 30, 2019, through the date of Preliminary Approval of the Settlement.

Y. “Preliminary Approval of the Settlement” means the Court’s Preliminary Approval Order.

Z. “Released Claims” means all claims that were or could have been asserted based on the facts alleged in the Second Amended Complaint by Plaintiffs and Class Members, including, but not limited to, claims based on Defendants’ alleged: (1) failure to provide meal periods, (2) failure to authorize and permit rest periods, (3) failure to pay minimum wages, (4) failure to pay overtime wages, (5) failure to maintain required records, (6) failure to provide accurate itemized wage statements, (7) failure to reimburse business expenses, (8) violation of Unfair Competition Law, and (9) penalties under the Private Attorneys General Act (“PAGA”) on behalf of Class Members. Released Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and claims arising outside of the Class Period. The res judicata effect of the Judgment will be the same as that of the Release.

AA. “Released Parties” means (i) Defendants CI Management LLC, Counter Intelligence LLC, The Counter Mountain View LP, The Counter Santana Row LP, and Peter E. Katz (“Defendants”); (ii) each of Defendants’ past, present, and future direct and indirect parents; (iii) the respective past, present, and future direct and indirect subsidiaries and affiliates of any of the foregoing; and (iv) each of Defendants’ past and present parents, subsidiaries, predecessors, successors, affiliates and related entities, and their respective shareholders,

officers, directors, employees, administrators, fiduciaries, trustees, heirs, representatives, principals, accountants, auditors, consultants, insurers and reinsurers, agents, attorneys, and any other entities that may be considered joint employers.

BB. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator will be by a not to exceed bid and shall be agreed to by all counsel.

CC. “Settlement Award” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

THE PARTIES STIPULATE AND AGREE as follows:

1. Plaintiffs and Defendants are separately referred to herein as a “Party” and collectively referred to herein as “the Parties.”

2. Plaintiff Plascencia filed his original Complaint on November 30, 2020.

3. After the Court sustained Defendant The Counter Walnut Creek LP’s Demurrer, Plaintiff Plascencia filed a First Amended Complaint on September 3, 2021.

4. On February 17, 2022, all Defendants filed an Answer to the First Amended Complaint.

5. On July 13, 2023, Plaintiff filed the second amended complaint (“SAC”) adding two newly named Plaintiffs (Anaya and Magee).

6. On August 7, 2023, Defendants answered the SAC.

7. On June 13, 2024, Plaintiffs filed a request for dismissal of Plaintiff Magee’s claims only.

8. On December 14, 2022, Defendant The Counter Corte Madera LP filed for bankruptcy. Since that time, Defendants The Counter Walnut Creek LP, The Counter Palo Alto LP, San Mateo, and The Counter Cupertino, LP have also filed for bankruptcy.

9. The SAC alleges causes of action for (1) failure to provide meal periods, (2) failure to authorize and permit rest periods, (3) failure to pay minimum wages, (4) failure to pay overtime wages, (5) failure to maintain required records, (6) failure to provide accurate itemized wage statements, (7) failure to reimburse business expenses, (8) violation of Unfair Competition

1 Law, on behalf of Class Members during the Class Period and (9) Plaintiff Plascencia for
2 penalties under the Private Attorneys General Act on behalf of Class Members during the
3 PAGA Period. Plaintiffs seek recovery of alleged unpaid wages, compensatory damages,
4 restitution, meal and rest period premium payments, liquidated damages, injunctive relief,
5 waiting time penalties, statutory penalties, civil penalties, PAGA penalties, interest, costs,
6 reasonable attorneys' fees, and declaratory relief. Defendants deny all claims, deny that
7 Plaintiffs and the Class Members are entitled to any recovery, and asserts affirmative defenses
8 in response to Plaintiffs' claims.

9 10. Plaintiffs have not filed a motion for class certification in this action, nor has a
10 date been set by the Court for the filing of such a motion.

11 11. This Action has been actively litigated. Defendants have served written
12 discovery and taken the depositions of Plaintiffs. Plaintiffs have served written discovery and
13 taken the depositions of Peter Katz and a person most knowledgeable.

14 12. On July 15, 2024, the Parties attended mediation with Judge Amy Hogue, but
15 could not reach a resolution. After that, Defendants informally produced additional information,
16 Plaintiffs engaged an expert to analyze the new data, and the Parties attended a second session
17 with Judge Hogue on August 13, 2024. At the conclusion of that session, a mediator's proposal
18 was made and, on August 16, accepted by the Parties.

19 13. . Class Size Modification. For purposes of this Settlement, Defendant Mountain
20 View has represented that the total number of non-exempt employees in California during the
21 class period is 320 of which 256 are former employees. Defendant Santana Row has
22 represented that the total number of non-exempt employees in California during the class
23 period is 309 of which 271 are former employees. The average number of employees employed
24 at one given time during the class period is approximately 56.

25 14. The total number of **workweeks** worked by Defendants' non-exempt employees
26 in California during the class period is 40,202: Mountain View – 19,408 and Santana Row –
27 20,794. This does not factor in COVID closures. It is estimated that there are 1,938 COVID
28 workweeks where the businesses were closed. Mountain View was closed 3/17/20 - 7/22/20

1 and 12/21/20 - 2/17/21 and Santana Row was closed 3/17/20 - 7/15/20 and 12/21/20 - 2/10/21.

2 15. Total estimated number of **pay periods** worked by Defendants' Mountain View
3 and Santana Row's non-exempt employees during the class period is 20,101. It is estimated
4 that the businesses were closed for approximately 970 pay periods.

5 16. Defendants Santana Row and Mountain View will provide a declaration under
6 oath prior to the filing of the Motion for Preliminary Approval as to the number of Class
7 Members and workweeks worked by the Class Members during the Class Period. The Class
8 Size is subject to minor changes to reflect any new hires from the date of the declaration to the
9 date of Preliminary Approval of the Settlement. The Gross Settlement Amount shall
10 proportionally increase on a pro rata basis if the number of employees at issue is higher by
11 10% or more than the number represented in the declaration (e.g., if the number of employees
12 at issue is 15% higher than the represented number, the Gross Settlement Amount shall be
13 increased by 5%.) In the event that the Court extends or modifies the Class Period thereby
14 extending the number of workweeks and/or the Class Members, such action will not trigger an
15 increase in the Gross Settlement Amount.

16 17. Solely for purpose of settling this case, the Parties stipulate and agree that the
17 requisites for establishing class certification with respect to the Settlement Class have been
18 met and are met. More specifically, the Parties stipulate and agree that:

19 a. The Settlement Class is ascertainable and so numerous as to make it
20 impracticable to join all Class Members.

21 b. There are common questions of law and fact including, but not limited to,
22 the following:

23 i. Whether Defendants Santana Row and Mountain View complied
24 with applicable laws affecting Plaintiffs and the Settlement Class under the California Labor
25 Code and the Wage Orders of the California Industrial Welfare Commission; and

26 ii. Whether Plaintiffs and the Settlement Class are entitled to alleged
27 unpaid wages, compensatory damages, restitution, meal and rest period premium payments,
28

liquidated damages, injunctive relief, waiting time penalties, statutory penalties, civil penalties, PAGA penalties, interest, costs, reasonable attorneys' fees, and declaratory relief.

c. Plaintiffs believe their claims are typical of the claims of the members of the Settlement Class.

d. Plaintiffs believe they will fairly and adequately protect the interests of the Settlement Class, and that Plaintiffs' counsel Matthew J. Matern, Joshua D. Boxer, and Corey B. Bennett of Matern Law Group, PC should be "Class Counsel," and will fairly and adequately protect the interests of the Settlement Class.

e. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. With respect to the Settlement Class, Plaintiffs believe that questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

18. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Action, and further denies that, for any purpose other than settling this Action, this Action is appropriate for class or representative treatment. With respect to Plaintiffs' claims, Defendants Santana Row and Mountain View contend, among other things, that they have complied with all applicable state, federal and local laws affecting Plaintiffs and the Settlement Class.

19. It is the desire of the Parties to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or related to the Action. To achieve a full and complete release of Defendants and the Released Parties (as defined herein), each Class Member acknowledges that this Stipulation of Settlement is intended to include in its effect any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of any nature under any state, federal or local law that were or could have been asserted based on the facts and allegations made in the

1 Action, and any amendments thereto, as to the Class Members, including without limitation,
 2 California Labor Code sections 200-204, 218.6, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1,
 3 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698-2699.5 and 2802, California Industrial
 4 Commission Wage Orders, and Business and Professions Code sections 17200, *et seq.*, and
 5 including all claims for or related to alleged unpaid wages, overtime or double time wages,
 6 minimum wages, regular rate of pay, meal periods and meal period premiums, rest periods and
 7 rest period premiums, off-the-clock work, wage statements, payroll records and
 8 recordkeeping, unfair competition, unfair business practices, unlawful business practices,
 9 fraudulent business practices, conversion, class actions, representative actions, aggrieved party
 10 claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages,
 11 penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and
 12 PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the
 13 Action, during the Class Period (collectively “Released Claims”).

14 20. It is the intention of the Parties that this Stipulation of Settlement shall
 15 constitute a full and complete settlement and release of all claims arising from the allegations
 16 of this class action case against Defendants and the Released Parties (as defined herein),
 17 which release includes in its effect (i) CI MANAGEMENT LLC, COUNTER
 18 INTELLIGENCE LLC, THE COUNTER MOUNTAIN VIEW LP, THE COUNTER
 19 SANTANA ROW LP, and PETER E. KATZ (“Defendants”); (ii) each of Defendants’ past,
 20 present, and future direct and indirect parents; (iii) the respective past, present, and future
 21 direct and indirect subsidiaries and affiliates of any of the foregoing; and (iv) the past, present,
 22 and future shareholders, directors, officers, agents, employees, attorneys, insurers, members,
 23 partners, managers, contractors, agents, consultants, representatives, administrators,
 24 fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the
 25 foregoing, (collectively “Released Parties”).

26 21. Counsel for the Settlement Class have conducted a thorough investigation into
 27 the facts of this Action, and have diligently pursued an investigation of Class Members’
 28 claims against Defendants. This included a thorough analysis of Defendants Santana Row and

1 Mountain View's time and pay records, analysis of Defendants Santana Row and Mountain
2 View's policies and procedures, and the preparation of a detailed damages model in
3 conjunction with an expert statistician and data analyst. Based on their own independent
4 investigation and evaluation, Class Counsel are of the opinion that the Settlement with
5 Defendants for the consideration and on the terms set forth in this Stipulation of Settlement is
6 fair, reasonable and adequate and is in the best interest of the Settlement Class in light of all
7 known facts and circumstances, including the risk of significant delay, the risk the Settlement
8 Class will not be certified by the Court, defenses asserted by Defendants, numerous potential
9 appellate issues, and Defendants' financial condition. Defendants and Defendants' counsel
10 also agree that the Settlement is fair and in the best interest of the Parties.

11 22. The Parties agree to cooperate and to take all steps necessary and appropriate to
12 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
13 Settlement.

14 23. As consideration for the Settlement, Defendants Santana Row and Mountain
15 View, on behalf of the Released Parties, agrees to pay Two Hundred Fifteen Thousand Dollars
16 and Zero Cents (\$215,000.00), which includes all Settlement Awards to Class Members, Class
17 Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the Enhancement
18 Award to the Class Representatives, Five Thousand Dollars and Zero Cents (\$5,000.00)
19 allocated to penalties under the California Private Attorneys General Act ("PAGA"), with
20 Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) (seventy-five
21 percent) paid to the LWDA and One Thousand Two Hundred Fifty Dollars and Zero Cents
22 (\$1,250.00) (twenty-five percent) paid to the Settlement Class as described below, and
23 settlement administration expenses ("Gross Settlement Amount"). The Parties understand and
24 agree that the entire Gross Settlement Amount will be fully paid out through the Settlement
25 with no residue to Defendants. Under no condition will Defendants' aggregate payout exceed
26 the Gross Settlement Amount. Defendants Santana Row and Mountain View understand and
27 agree the employer taxes for the wage portion of the Settlement Awards shall be paid by
28 Defendants Santana Row and Mountain View in addition to the Gross Settlement Amount.

TERMS OF SETTLEMENT

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

a. It is agreed by and among Plaintiffs and Defendants that this Action and any claims, damages or causes of action arising out of the disputes which are the subject of this Action, be settled and compromised as between the Settlement Class and Defendants, subject to the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective ("Effective" or "Effective Date") when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for the Class and Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been given to the Settlement Class, providing them with an opportunity to participate in the Settlement, or to exercise an Election Not to Participate in Settlement; (iv) the Court has held a formal fairness hearing and entered a Final order and judgment certifying the Settlement Class and finally approving this Stipulation of Settlement; and (v) in the event there are objections made at or prior to the formal fairness hearing which are not later withdrawn, the later of the following events: when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's Final order with no right to pursue further remedies or relief.

In this regard, in the event there are objections made at or prior to the formal fairness hearing which are not later withdrawn, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely Final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

It is further agreed by the Parties that this Settlement will not become effective if Defendants, contrary to Paragraph 23 above, are required to pay more than the total amount of its maximum

total payout under the Settlement as set forth in Paragraph 23 under any circumstances. It is further agreed by and between the Parties that this Settlement shall not become effective, and Defendants shall not have any obligation (monetary or otherwise) under the terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights of appeal with respect to any objections made at or prior to the formal fairness hearing which are not later withdrawn or the judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

c. Gross Settlement Amount, and Net Settlement Amount: To implement the terms of this Settlement, Defendants Santana Row and Mountain View agree to pay the Gross Settlement Amount of Two Hundred Fifteen Thousand Dollars and Zero Cents (\$215,000.00). At no time shall Defendants Santana Row and Mountain View have the obligation to segregate the funds comprising the Gross Settlement Amount. All Settlement Awards to Class Members, the attorneys' fees to Class Counsel, the litigation expenses and costs of Class Counsel, the Enhancement Award to the Class Representative, the fees and expenses of the Settlement Administrator, the payment to the LWDA pursuant to PAGA, and any other payments provided by this Settlement, shall be paid out of the Gross Settlement Amount. The Net Settlement Amount, the amount available for distribution to Class Members, shall be calculated by deducting all Class Counsel's attorneys' fees, Class Counsel's litigation expenses, the Enhancement Award to the Class Representative, Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) payable to the LWDA for PAGA, and settlement administration expenses from the Gross Settlement Amount. The entire Net Settlement Amount will be paid out to Class Members who do not exercise an Election Not to Participate in Settlement. Settlement Awards to the Class Members will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.

i. Settlement Awards to Class Members: Settlement Awards to Class Members will be determined based on the number of weeks worked ("workweeks") by all Class Members during the Class Period based on information to be provided by Defendants Santana Row and Mountain View. The workweeks will be calculated by the Settlement

1 Administrator for each Class Member by dividing the total days employed as a Class Member
2 during the Class Period by seven. Partial workweeks will be rounded down and not counted;
3 however, if a Class Member worked less than one week as a Class Member, such Class Member
4 will be credited with one workweek for purposes of the Settlement. Defendants Santana Row
5 and Mountain View's workweek data will be presumed to be correct, unless a particular Class
6 Member proves otherwise to the Settlement Administrator by credible written evidence. Class
7 Members will have thirty (30) calendar days from the date of the mailing of the Notice of
8 Pendency of Class Action and Proposed Settlement to dispute the number of workweeks. All
9 workweek disputes will be resolved and decided by the Settlement Administrator, and the
10 Settlement Administrator's decision on all workweek disputes will be Final and non-appealable.
11 The amount to be paid per workweek to eligible Class Members will be calculated by the
12 Settlement Administrator by dividing the Net Settlement Amount by the number of workweeks
13 worked by all Class Members. Any person who exercises an Election Not to Participate in
14 Settlement is not a Class Member, and is ineligible to object to the Settlement or to participate
15 in the Settlement.

16 ii. Private Attorneys General Act Allocation: The Parties have
17 agreed to allocate Five Thousand Dollars and Zero Cents (\$5,000.00) to penalties under the
18 California Private Attorneys General Act ("PAGA"). Seventy-five percent (75%) of this
19 amount, or in other words Three Thousand Seven Hundred Fifty Dollars and Zero Cents
20 (\$3,750.00), will be paid out of the Gross Settlement Amount to the LWDA of the State of
21 California, and the remaining balance of One Thousand Two Hundred Fifty Dollars and Zero
22 Cents (\$1,250.00) will be distributed to PAGA Class Members, regardless of whether they
23 ultimately exercise an Election Not to Participate the Class Portion of the Settlement.

24 iii. Allocation of Settlement Awards: The Parties have agreed, based
25 on the allegations in the Action, that individual Settlement Awards payable to eligible Class
26 Members will be allocated from the Net Settlement Amount and paid out as follows: (1) 10%
27 will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; (2) 45% will be
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1 allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and (3) 45%
2 will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will issue.

3 iv. Settlement Awards Do Not Trigger Additional Benefits: All
4 Settlement Awards to Class Members shall be deemed to be income to such Class Members
5 solely in the years in which such awards actually are received by the Class Members. It is
6 expressly understood and agreed that the receipt of such Settlement Awards will not entitle any
7 Class Member to additional compensation or benefits under any company bonus, contest, or
8 other compensation or benefit plan or agreement in place during the period covered by the
9 Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or
10 matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the
11 Settlement Awards provided for in this Agreement are the sole payments to be made by
12 Defendants Santana Row and Mountain View to the Class Members in connection with this
13 Settlement, and that the Class Members are not entitled to any new or additional compensation
14 or benefits as a result of having received the Settlement Awards (notwithstanding any contrary
15 language or agreement in any benefit or compensation plan document that might have been in
16 effect during the period covered by this Settlement).

17 v. Attorneys' Fees and Litigation Costs: Subject to Court approval
18 or modification, Defendants Santana Row and Mountain View further agree to pay Class
19 Counsel's attorneys' fees and litigation costs to be paid from the Gross Settlement Amount set
20 forth in Paragraph 23 below.

21 vi. Class Representatives: The Parties agree to the designation of
22 Plaintiffs Plascencia and Anaya as the "Class Representatives." Subject to Court approval,
23 Defendants Santana Row and Mountain View agree to pay Plaintiffs an Enhancement Award at
24 no additional cost to the Defendants Santana Row and Mountain View and the Released Parties,
25 and subject to Section 21. c. vii. below. Defendants will not object to a request for
26 Enhancement Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) for each
27 Plaintiff, which will be in addition to the Class Representatives' individual Settlement Award, if
28 any. The Enhancement Award will be part of, and to be deducted from, the Gross Settlement

1 Amount. The Settlement Administrator will issue an IRS Form 1099-MISC for the
2 Enhancement Award to Plaintiffs for their service as the Class Representatives, and Plaintiffs
3 will be responsible for correctly characterizing this compensation for tax purposes and for
4 paying any taxes on the amounts received. Should the Court approve Enhancement Award to
5 the Class Representatives in an amount less than that set forth above, the difference between the
6 lesser amount approved by the Court and the Enhancement Award set forth above shall be
7 added to the Net Settlement Amount.

8 vii. Plaintiff's Release of Claims and General Release: As of the date
9 the Court grants Final approval of this Stipulation of Settlement, and in exchange for the
10 Enhancement Award to Plaintiffs of up to Five Thousand Dollars and Zero Cents (\$5,000.00)
11 each, in recognition of their work and efforts in obtaining the benefits for the Class, and
12 undertaking the risk for the payment of costs in the event this matter had not successfully
13 resolved, Plaintiffs also give the following general release of claims for themselves and their
14 respective spouse, heirs, successors and assigns, forever releasing Defendants and the Released
15 Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
16 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
17 losses, debts, penalties and expenses, of any nature whatsoever, from the beginning of time
18 through the date the Court grants Final approval of this Stipulation of Settlement, known or
19 unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation
20 of any federal, state, or local statute, rule, ordinance or regulation, including but not limited to
21 all claims arising out of, based upon, or relating to their employment with Defendants Santana
22 Row and Mountain View or the remuneration for, or termination of, such employment.
23 Plaintiffs' Release of Claims as set forth herein also includes a waiver of California Civil Code
24 Section 1542, which provides as follows:

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

This release excludes any release of any claims not permitted to be released by law.

viii. Settlement Administrator: The Settlement Administrator will be Phoenix Class Action Administration Solutions, subject to approval by the Court. Settlement administration expenses will be up to Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00) and must be documented and approved by the Court. All settlement administration expenses shall be paid out of the Gross Settlement Amount. To the extent that the approved settlement administration expenses are less than Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00), the remainder will be retained in the Net Settlement Amount.

ix. Mailing of Settlement Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to the Class Members.

x. Workweek Disputes: For each Class Member, there will be pre-printed information on the Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for Final Court Approval ("Class Notice"), based on Defendants Santana Row and Mountain View's records, stating the number of weeks worked as Class Member during the Class Period, along with each Class Member's estimated Settlement Award amount. The pre-printed information based on Defendants Santana Row and Mountain View's records shall be presumed to be correct, unless written proof to the contrary is provided to the Settlement Administrator. A Class Member may challenge the pre-printed information on the Class Notice as to the weeks worked during the Class Period by submitting written evidence to the Settlement Administrator by U.S. mail, facsimile, or e-mail within thirty (30) calendar days from the date the Class Notice was mailed. All disputes regarding weeks worked will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be Final and binding.

d. Enhancement Award to Plaintiffs for Plaintiffs' Service as Class Representative: The Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiffs.

1 e. Right to Rescission: If more than five percent (5%) of the Settlement
2 Class exercise an Election Not to Participate in Settlement by submitting valid and timely
3 Requests for Exclusion as set forth in the Class Notice, Defendants shall have the right (but need
4 not) in its sole discretion to rescind and void the Settlement, before Final approval by the Court,
5 by providing written notice to Class Counsel no later than fourteen (14) calendar days following
6 the opt-out deadline, provided the Settlement Administrator has previously furnished
7 Defendants with the number and percentage of valid and timely Requests for Exclusion. If
8 Defendants exercise this option, Defendants shall pay all Settlement Administrator's costs
9 incurred through such date.

10 SETTLEMENT ADMINISTRATION

11 25. The Parties have agreed to the appointment of Phoenix Class Action
12 Administration Solutions to perform the customary duties of Settlement Administrator;
13 provided, however, the Parties shall have the right to select or substitute a different Settlement
14 Administrator by mutual agreement and approval by the Court. The Settlement Administrator
15 will mail the Class Notice to all Class Members. The Settlement Administrator will
16 independently review Defendants Santana Row and Mountain View's data, based on
17 Defendants Santana Row and Mountain View's records, as to the number of weeks worked
18 during the Class Period, and will calculate the amounts due to Class Members in accordance
19 with this Stipulation of Settlement. The Settlement Administrator shall report, in summary or
20 narrative form, the substance of its findings. The Settlement Administrator shall be granted
21 reasonable access to Defendants Santana Row and Mountain View's records to perform its
22 duties. The Settlement Administrator will issue and send out Settlement Award checks to
23 Class Members as described in Paragraph 29 below. Tax treatment of the Settlement Awards
24 will be as set forth herein, and in accordance with state and federal tax laws. All disputes
25 relating to the Settlement Administrator's performance of its duties shall be referred to the
26 Court, if necessary, which will have continuing jurisdiction over the terms and conditions of
27 this Stipulation of Settlement until all payments and obligations contemplated by this
28 Stipulation of Settlement have been fully carried out.

ATTORNEYS' FEES AND LITIGATION COSTS

26. Class Counsel shall petition the Court for Class Counsel Fees Payment not to exceed one third of the Gross Settlement Amount, which is Seventy-One Thousand, Six Hundred Fifty-Nine Dollars and Fifty Cents (\$71,659.50), plus reasonable, documented costs and expenses subject to approval by the Court, not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). The Court-approved Class Counsel Fees Payment are part of, and to be deducted from, the Gross Settlement Amount. Defendants agree not to object to Class Counsel's fee application up to one third of the Gross Settlement Amount, plus the reimbursement of reasonable, documented costs and expenses, both of which will be paid from the Gross Settlement Amount. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining the Final judgment. Should Class Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and the maximum amounts set forth above shall be added to the Net Settlement Amount.

27. The Class Counsel Fees Payment approved by the Court shall be paid to Class Counsel.

NOTICE TO THE SETTLEMENT CLASS

28. A Class Notice of Pendency of Class Action Settlement and Hearing Date for Final Court Approval and the Class Notice Packet in substantially the form attached hereto as **Exhibit A**, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. Any returned envelopes from this mailing with forwarding addresses will be used by the Settlement Administrator to forward the Notice to the Class Members. The Class Notice Packet will include the Class Notice to the Class Members from the Settlement Administrator with **Spanish translations** of the Class Notice and all other related documents.

1 a. Within thirty (30) calendar days of preliminary approval of this
2 Settlement by the Court, Defendants Santana Row and Mountain View shall provide to the
3 Settlement Administrator in spreadsheet form the Class Members' names, last-known addresses,
4 last-known telephone numbers, Social Security numbers ("Class Data"), and workweek data
5 during the Class Period. The Parties agree the Class Members' contact information and Social
6 Security numbers will be used only by the Settlement Administrator for the sole purpose of
7 effectuating the Settlement, and will not be provided to Class Counsel at any time or in any
8 form. The Settlement Administrator shall take reasonable steps to protect the confidential and
9 private information of the Class Members. To the extent that Class Counsel possesses or comes
10 to possess the Class Members' contact information and/or Social Security numbers, Class
11 Counsel shall return all such information (including copies and data or information derived
12 therefrom) within five (5) calendar days of the date the Court preliminarily approves the
13 Settlement, shall not retain copies of such information, and shall not maintain or use such
14 information for any purpose. Within thirty (30) calendar days of the Court's preliminary
15 approval of the Settlement, the Settlement Administrator will mail the Class Notice to the Class
16 Members.

17 b. Class Notices returned to the Settlement Administrator as non-delivered
18 during the time period for objecting to or to exercise an Election Not to Participate in Settlement
19 (as described in Paragraphs 28 and 29 below) shall be resent to the forwarding address, if any,
20 on the returned envelope. If there is no forwarding address, the Settlement Administrator will
21 do a NCOA check and will skip-trace return mail and re-mail within three (3) business days of
22 receipt using the Class Member's social security number; this search will be performed only
23 once per Class Member by the Settlement Administrator. Upon completion of these steps by the
24 Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have
25 satisfied their obligations to provide the Class Notice to the affected member of the Settlement
26 Class. The affected member of the Settlement Class shall remain a member of the Settlement
27 Class and shall be bound by all the terms of the Stipulation of Settlement and the Court's Order
28 and Final Judgment.

c. The Class Notice shall also identify the procedures for exercising an Election Not to Participate in Settlement or objecting to the Settlement.

d. Class Counsel shall provide to the Court, at least sixteen (16) court days before the final fairness hearing, an initial declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice.

SETTLEMENT PROCESS

29. Upon completion of its calculation of payments, the Settlement Administrator shall provide Defendants with a report listing the amount of all payments to be made to each Class Member. Defendants, on behalf of the Released Parties, will pay to the Settlement Administrator the Gross Settlement Amount, no later than thirty (30) calendar days after the Court grants Final approval of this Stipulation of Settlement. Settlement Awards to Class Members will be paid from the Gross Settlement Amount and will be mailed to Class Members by the Settlement Administrator within thirty (30) calendar days after receipt of Gross Settlement Amount. The Settlement Administrator will be responsible for making appropriate deductions, calculating and reporting the employer payroll taxes on the Settlement Awards, paying to Class Counsel any Court-approved Class Counsel Fees Payment, paying to the Class Representatives any Court-approved Enhancement Award, paying the LWDA seventy-five percent (75%) of the amount allocated for PAGA penalties above, meeting tax reporting obligations, and for issuing the individual Settlement Awards to Class Members.

ELECTION NOT TO PARTICIPATE IN OR OBJECTING TO THE SETTLEMENT

30. Election Not to Participate in Settlement. For those Class Members who do not wish to participate in the Class Portion of Settlement, such Class Members may exclude themselves by submitting a timely written request to the Settlement Administrator. The written request ("Request for Exclusion") should state, in sum or substance, that he/she has received the Notice of Pendency of Class Action and Proposed Settlement, decided not to participate in the Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The Request for Exclusion must also state the individual's full name, address, and date of birth. The Request for Exclusion must be signed, dated and mailed by First Class

1 U.S. Mail, or sent by facsimile, or e-mail to the Settlement Administrator. All Requests for
2 Exclusion must be postmarked and mailed or sent by facsimile or e-mail to the Settlement
3 Administrator no later than forty-five (45) calendar days after the Settlement Administrator
4 mails the Notice to the Class Members. This date is extended by three (3) business days if the
5 Class Settlement Notice is returned as undeliverable and skip trace procedures are performed
6 as provided in paragraph 28(b) of this Settlement Agreement. Any individual who submits a
7 Request for Exclusion will not be allowed to object to the terms of the Settlement.

8 31. Objecting to the Settlement. Any individual who does not exclude
9 himself/herself from the Settlement can object to the terms of the Settlement before the
10 deadline to object to the Settlement. To object, the individual must file a written objection and
11 a notice of intention to appear at the Final Approval Hearing with the Clerk of the Superior
12 Court of the State of California and send copies to the Settlement Administrator within forty-
13 five (45) calendar days after the Settlement Administrator mails the Notice to the Class
14 Members (hereinafter referred to as "Response Deadline"). This Response Deadline is
15 extended by three (3) business days if the Class Settlement Notice is returned as undeliverable
16 and skip trace procedures are performed as provided in paragraph 28(b) of this Settlement
17 Agreement. Any written objection should state each specific reason in support of the
18 objection and any legal support for each objection. The individual must state his/her full
19 name, address, date of birth, and the dates he/she worked as a Class Member with Defendants
20 Santana Row or Mountain View, to the extent Class Member recalls those dates. An objecting
21 Class Member may thereafter appear at the Fairness Hearing and object to the Settlement and
22 any of its terms. If the Court rejects the objection, the individual will be bound by the terms
23 of the Settlement.

24 32. No later than fourteen (14) calendar days after the Response Deadline, the
25 Settlement Administrator will provide the Parties with a complete and accurate accounting of
26 the number of Class Notices mailed to Class Members, the number of Class Notices returned
27 as undeliverable, the number of Class Notices re-mailed to Class Members, the number of re-
28 mailed Class Notices returned as undeliverable, the number of Class Members who objected

1 to the Settlement and copies of their submitted objections, the number of Class Members who
 2 returned a Request for Exclusion, and the number of Class Members who returned an invalid
 3 Request for Exclusion. The expiration date on the settlement checks will be one hundred
 4 eighty (180) calendar days from the date the settlement checks are issued. Uncashed
 5 settlement checks will not be re-issued, except for good cause and as mutually agreed upon by
 6 the Parties in writing. All funds remaining in connection with, and after the cancelation of
 7 checks issued to Class Members and PAGA Employees, shall be paid to the Legal Aid at
 8 Work ("Proposed *Cy Pres* Recipient"). The Proposed *Cy Pres* Recipient is a nonprofit
 9 organization that provides legal assistance to individuals below the poverty line. The Parties
 10 and their counsel do not have any interest, financial or otherwise, within the governance or
 11 work of the Proposed *Cy Pres* Recipient.

12 RELEASE BY THE CLASS

13 33. Effective upon the date of Final approval by the Court of this Stipulation of
 14 Settlement, and except as to such rights or claims as may be created by this Stipulation of
 15 Settlement, the Settlement Class and each member of the Class who has not submitted a valid
 16 Request for Exclusion, fully releases and discharges the Released Parties from any and all
 17 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
 18 damages, action or causes of action of any nature under any state, federal or local law that
 19 were or could have been asserted based on the facts and allegations made in the Action, and
 20 any amendments thereto, as to the Class Members, including without limitation, California
 21 Labor Code sections 218.6, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194,
 22 1194.2, 1197, 1197.1, 1198, 2698-2699.5 and 2802, California Industrial Commission Wage
 23 Orders, and Business and Professions Code sections 17200, *et seq.*, and including all claims
 24 for or related to alleged unpaid wages, overtime or double time wages, minimum wages, meal
 25 periods and meal period premiums, rest periods and rest period premiums, off-the-clock work,
 26 unreimbursed work-related expenses, wage statements, payroll records and recordkeeping,
 27 unfair competition, unfair business practices, unlawful business practices, fraudulent business
 28 practices, conversion, class actions, representative actions, aggrieved party claims, injunctive

relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, during the Class Period. Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation, and claims outside the Released Claims.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

34. Plaintiffs shall promptly submit requests for dismissal without prejudice for Defendants The Counter Walnut Creek LP, The Counter Corte Madera LP, The Counter Palo Alto LP, The Counter San Mateo LP and The Counter Cupertino LP.

35. Plaintiffs shall promptly submit this Stipulation of Settlement to the Contra Costa County Superior Court in support of Plaintiffs' Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy and reasonableness. Promptly upon execution of this Stipulation of Settlement, Plaintiffs shall apply to the Court for the entry of an order preliminarily approving the Settlement:

a. Scheduling a fairness hearing on the question of whether the proposed Settlement, including Class Counsel Fees Payment, payment to the LWDA, costs of administration and the Class Representative's Enhancement Award should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class;

b. Certifying a Settlement Class, Plaintiffs Pedro Negrete Plascencia and Nicole Anaya as the Class Representatives, and Matthew J. Matern, Joshua D. Boxer, Corey B. Bennett of Matern Law Group, PC as Class Counsel;

c. Approving as to form and content the proposed Notice of Pendency of Class Action and Proposed Settlement;

d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice of Pendency of Class Action and Proposed Settlement;

e. Directing the mailing of the Notice of Pendency of Class Action and Proposed Settlement by first class mail to the Class Members; and

f. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and

g. Enjoining Plaintiffs and all Class Members from filing or prosecuting any other cases, claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding the Released Claims unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

36. Class Counsel agrees to submit a proposed Final order and judgment:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and litigation costs;

c. Approving the Private Attorneys General Act penalties to the LWDA;

d. Approving the Enhancement Award to the Class Representatives; and

e. Entering judgment in accordance with California Rules of Court, Rule 3.769(h), with prejudice, and permanently barring and enjoining all members of the Settlement Class from prosecuting against any Released Parties any individual or class or collective claims released herein, upon satisfaction of all payments and obligations hereunder.

PARTIES' AUTHORITY

37. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

NO PRIOR ASSIGNMENTS

NO ADMISSION

NO PUBLICITY

ENFORCEMENT ACTIONS

JOINT STIPULATION AND SETTLEMENT

Procedure Section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

43. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Settlement Class:

MATERN LAW GROUP, PC
Matthew J. Matern, Esq.
Joshua D. Boxer, Esq.
Corey B. Bennett, Esq.
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266

To Defendants:

BERLINER COHEN LLP
Christine H. Long, Esq.
Aleshia Poole White, Esq.
10 Almaden Blvd., 11th Floor
San Jose, CA 95113

NO PUBLIC COMMENT

44. The Class Representatives and Class Counsel will not make any public disclosure of the Settlement, except thorough the public filings to preliminarily and finally approve the Settlement; the Parties will use their best efforts to reach agreement on all Court filings. Class Counsel will take all steps necessary to ensure the Class Representatives are aware of, and will ensure that they adhere to the restriction against public comment of the Settlement.

CONSTRUCTION

1 45. The Parties hereto agree that the terms and conditions of this Stipulation of
2 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties
3 and this Stipulation of Settlement shall not be construed in favor of or against any Party by
4 reason of the extent to which any Party or his, her or its counsel participated in the drafting of
5 this Stipulation of Settlement.

6 CAPTIONS AND INTERPRETATIONS

7 46. Paragraph titles or captions contained herein are inserted as a matter of
8 convenience and for reference, and in no way define, limit, extend or describe the scope of
9 this Stipulation of Settlement or any provision of it. Each term of this Stipulation of
10 Settlement is contractual and not merely a recital.

11 MODIFICATION

12 47. This Stipulation of Settlement may not be changed, altered or modified, except
13 in writing and signed by the Parties hereto and approved by the Court. This Stipulation of
14 Settlement may not be discharged except by performance in accordance with its terms or by a
15 writing signed by the Parties hereto.

16 INTEGRATION CLAUSE

17 48. This Stipulation of Settlement contains the entire agreement between the
18 Parties relating to the settlement and transaction contemplated hereby, and all prior or
19 contemporaneous agreements, understandings, representations and statements, whether oral or
20 written and whether by a Party or such Party's legal counsel, are merged herein. No rights
21 hereunder may be waived except in writing.

22 BINDING ON ASSIGNS

23 49. This Stipulation of Settlement shall be binding upon and inure to the benefit of
24 the Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
25 administrators, successors and assigns.

26 CLASS MEMBER SIGNATORIES

27 50. It is agreed that because the members of the Class are so numerous, it is
28 impossible or impractical to have each member of the Class execute this Stipulation of

1 Settlement. The Notice of Proposed Class Action Settlement, ("Class Notice") **Exhibit A**
2 hereto, will advise all Class Members of the binding nature of the release, and the release shall
3 have the same force and effect as if this Stipulation of Settlement were executed by each
4 member of the Class.

5 COUNTERPARTS

6 51. This Stipulation of Settlement may be executed in counterparts and by
7 facsimile signatures, and when each Party has signed and delivered at least one such
8 counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original
9 and, when taken together with other signed counterparts, shall constitute one Stipulation of
10 Settlement binding upon and effective as to all Parties.

11 NO SOLICITATION OF INDIVIDUAL REQUESTS FOR EXCLUSION

12 52. Plaintiffs and Class Counsel agree that until and unless the Court does not grant
13 final approval of this Stipulation of Settlement and/or this Stipulation of Settlement becomes
14 null and void, Plaintiffs and Class Counsel shall not attempt to procure from Class Members
15 any requests for exclusion from the Settlement. Should this clause be violated, Defendants
16 reserve the right to terminate the Stipulation of Settlement, at no additional administrative
17 costs to Defendants.

18 APPLICABLE LAW

19 53. All terms and conditions of this Stipulation of Settlement and its exhibits will
20 be governed and interpreted according to the laws of the State of California, without giving
21 effect to any conflict of law principles or choice of law principles.

22 NO TAX OR LEGAL ADVICE

23 54. The Parties understand and agree that no Party is providing to any other Party
24 tax or legal advice, or making representations regarding tax obligations or consequences, if
25 any, related to this Stipulation of Settlement, and that Class Members will assume any such
26 tax obligations or consequences that may arise from this Stipulation of Settlement, and that
27 Class Members shall not seek any indemnification from the Parties or any of the Released
28 Parties in this regard. The Parties agree that, in the event that any taxing body determines that

additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.

INVALIDITY OF ANY PROVISION; SEVERABILITY

55. Before declaring any provision of this Stipulation of Settlement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with the applicable precedents, so as to define all provisions of this Stipulation of Settlement valid and enforceable. In the event any provision of this Stipulation of Settlement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

EXTENSION OF DEADLINES

56. If the date by which any court filings or deadlines is to occur, per the terms and conditions of this Stipulation of Settlement, falls on a Saturday, Sunday, or legal holiday in the State of California, the date of filing shall be made shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California. If the date by which any mailing is to occur per the terms and conditions of this Stipulation of Settlement falls on a Sunday or legal holiday in the State of California, the date of mailing shall be made shall be the next following day which is not a Sunday or legal holiday in the State of California.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint
Stipulation of Settlement as of the date(s) set forth below:

Plaintiffs and Class Representatives

Dated: 09/24/2024

PSNP
Pedro Saúl Negrete Plascencia (Sep 24, 2024 16:08 PDT)
Plaintiff Pedro Negrete Plascencia

Dated: _____

Plaintiff Nicole Anaya

Defendants

CI Management, LLC

Dated: 9/25/2024

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Peter Katz
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By: Peter Katz

Counter Intelligence, LLC

Dated: 9/25/2024

DocuSigned by:
Peter Katz
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By: Peter Katz

The Counter Mountain View, LP

Dated: 9/25/2024

DocuSigned by:
Peter Katz
774B338BE3064F4...
By: Peter Katz

The Counter Santana Row, LP

Dated: 9/25/2024

DocuSigned by:
Peter Katz
774B338BE3064F4...
By: Peter Katz

Peter Katz

Dated: 9/25/2024

DocuSigned by:
Peter Katz
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APPROVED AS TO FORM ONLY:

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Dated: September 17, 2024

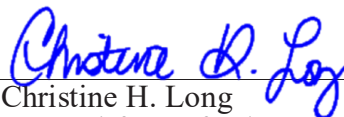
MATERN LAW GROUP, PC



Matthew J. Matern
Joshua D. Boxer
Corey B. Bennett
Counsel for Plaintiffs, the Class Representatives,
and the Settlement Class

Dated: September 25, 2024

BERLINER COHEN LLP



Christine H. Long
Counsel for Defendants

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

PEDRO NEGRETE PLASCENCIA, an
individual, and NICOLE ANAYA, an
individual, on behalf of themselves and other
persons similarly situated,

Plaintiffs,

vs.

THE COUNTER MOUNTAIN VIEW LP, a
California limited partnership; THE COUNTER
SANTANA ROW LP, a California limited
partnership; CI MANAGEMENT LLC, a
California limited liability company; COUNTER
INTELLIGENCE LLC, a California limited
liability company; PETER E. KATZ,

Defendants.

CASE NO.: MSC20-02432

[Assigned for all purposes to the Edward G.
Weil, Dept. 39]

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT, AND
HEARING DATE FOR FINAL COURT
APPROVAL OF SETTLEMENT**

**ATTENTION: ALL PERSONS WHO ARE EMPLOYED OR HAVE BEEN EMPLOYED
BY THE COUNTER MOUNTAIN VIEW OR THE COUNTER SANTANA ROW
("DEFENDANTS") IN CALIFORNIA AS HOURLY, NON-EXEMPT EMPLOYEES FOR
THE PERIOD FROM NOVEMBER 30, 2016 THROUGH THE DATE THE COURT
PRELIMINARILY APPROVED THE SETTLEMENT ON _____, 2024 (THE
"CLASS PERIOD").**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A
PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS
MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO
RECEIVE PAYMENT, OBJECT TO THE SETTLEMENT, OR TO OPT OUT OF THE
SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.**

**IF YOU WISH TO DISPUTE YOUR ALLOCATED WORKWEEKS, OBJECT TO
THE SETTLEMENT, OR BE EXCLUDED FROM THE SETTLEMENT CLASS, YOU
MUST RESPOND ON OR BEFORE _____, 2025.**

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA
Settlement of the Superior Court of the State of California for Contra Costa County entered
_____, 2024, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned
lawsuit pending in the Superior Court of the State of California for Contra Costa County on behalf
of all persons who are or have been employed by Defendants in California as hourly, non-exempt
employees during the Class Period (the "Settlement Class" or the "Class Members"); however, the
Settlement Class does not include persons (1) who previously settled, released or received awards
for claims covered by the Settlement or (2) who submit valid Requests for Exclusion (as explained
below).

“Defendants” and “Released Parties” in the Action include (i) The Counter Mountain View LP; (ii) The Counter Santana Row LP; (iii) CI Management LLC; (iv) Counter Intelligence LLC; (v) Peter Katz; (vi) each of Defendants’ past and present, and future direct and indirect parents; (iii) the respective past, present, and future direct and indirect subsidiaries and affiliates of any of the foregoing; and (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing.

You have received this notice because Defendants’ records indicate you worked as a Class Member during the Class Period. This notice is to advise you of how you can participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On November 30, 2020, Plaintiff Pedro Negrete Plascencia filed a class action lawsuit on behalf of all non-exempt hourly-paid employees who he alleged worked for defendants The Counter Walnut Creek LP, CI Management, LLC, Counter Intelligence, LLC, The Counter Cupertino, LP, The Counter Mountain View LP; The Counter Palo Alto LP, The Counter San Mateo LP, The Counter Santana Row LP, and Peter E. Katz at its restaurants in California during the Class Period (*Pedro Negrete Plascencia v. The Counter Walnut Creek LP, et al.*, Contra Costa Superior Court Case No. MSC20-02432, referred to herein as “the Action”). Plaintiff Nicole Anaya was added as a class representative in July 2023.

In the complaint, Plaintiffs alleged causes of action for (1) failure to provide meal periods, (2) failure to authorize and permit rest periods, (3) failure to pay minimum wages, (4) failure to pay overtime wages, (5) failure to maintain required records, (6) failure to provide accurate itemized wage statements, (7) failure to reimburse business expenses, (8) violation of Unfair Competition Law, and (9) penalties under the Private Attorneys General Act. The lawsuit seeks recovery for unpaid wages, statutory damages, restitution, statutory penalties, civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), interest, costs and attorneys’ fees, on behalf of Class Members during the Class Period.

During the pendency of this lawsuit, The Counter Walnut Creek, LP, The Counter Palo Alto, LP, The Counter San Mateo, LP, The Counter Cupertino, LP and The Counter Corte Madera restaurants filed for bankruptcy.

Defendants contend that they have legal and factual defenses to Plaintiffs’ claims, but recognize the risks, distractions, and costs associated with litigation.

The lawsuit has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have engaged in arms-length private mediations before a well-respected mediator. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement based upon the recommendation of the mediator. By settling, the Parties will avoid the risks and costs associated with a lengthy litigation process. The settlement is a compromise and is not an admission of liability on the part of Defendants. Neither the Court nor a jury has ruled on the merits of Plaintiffs’ claims or Defendants’ defenses.

The Parties have entered into a Joint Stipulation of Settlement and Release between

Plaintiffs and Defendants (“Settlement Agreement”), which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you are entitled to participate in the Settlement and object to it or to exclude yourself (“opt out”) from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendants The Counter Mountain View LP and The Counter Santana Row LP agree to pay a maximum of Two Hundred Fifteen Thousand Dollars and Zero Cents (\$215,000.00), which sum shall include all Settlement Awards to Class Members, Class Counsel’s attorneys’ fees, Class Counsel’s litigation expenses and costs, the Enhancement Awards to the Class Representatives, Five Thousand Dollars and Zero Cents (\$5,000.00) allocated to penalties under the California Private Attorneys General Act (“PAGA”) with Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) paid to the California Labor and Workforce Development Agency (“LWDA”) and One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) paid to the Settlement Class, and all settlement administration expenses (“Gross Settlement Amount”). The entire Gross Settlement Amount will be fully paid out.

The net settlement amount will be calculated by deducting Class Counsel’s attorneys’ fees, Class Counsel’s litigation expenses and costs, the Enhancement Awards to the Class Representatives, the fees and expenses of the Settlement Administrator, and Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) payable to the LWDA for alleged PAGA penalties, which will result in a “Net Settlement Amount” for distribution to all Class Members. As explained further below, the amount of each Class Member’s Settlement Award will depend on the number of weeks worked by Class Members during the Class Period.

This notice will list for each Class Member the number of weeks he/she worked during the Class Period, and his/her estimated Settlement Award assuming all Class Members participate in the Settlement. See Section III.A below. The actual Settlement Awards may be more or less than the amount estimated depending on the actual number of weeks worked by participating Class Members, and on the Court allocates and approves for distribution.

B. Settlement Award Formula

Defendants The Counter Mountain View LP and The Counter Santana Row LP will pay the Settlement Awards, as described below, to each Class Member. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the lawsuit, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: 10% will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; 45% will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and 45% will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will issue.

Settlement Awards to Class Members will be based on the number of weeks worked by individual Class Members during the Class Period. The number of workweeks will be determined by reference to Defendants’ records. The Settlement Administrator, based on Defendants’ records, will calculate the number of workweeks for each Class Member during the Class Period. The amount to be paid per workweek to eligible Class Members will be calculated by the Settlement

Administrator by dividing the Net Settlement Amount by the total number of weeks worked during the Class Period by participating Class Members.

Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Workweek Calculations Based on Defendants' Records and Resolution of Workweek Disputes

The amount payable to the Class Member will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct, unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records, and any additional evidence, will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records as to the number of weeks worked during the Class Period, any documentation supporting such dispute and evidencing additional workweeks must be postmarked or actually received via facsimile or email by the Settlement Administrator before _____, 2025, which is thirty (30) calendar days from the date this notice was mailed to all Class Members. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

D. Release of Claims

The Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendants contains a release which releases Defendants and the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of any nature under any state, federal or local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 218.6, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698-2699.5 and 2802, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, *et seq.*, and including all claims for or related to alleged unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment and at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, wage statements, payroll records and recordkeeping, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, during the Class Period (collectively "Released Claims"). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation, and claims outside the Released Claims.

F. Enhancement Award for the Class Representatives

Subject to approval by the Court, the Class Representatives will receive an Enhancement Award up to Five Thousand Dollars and Zero Cents (\$5,000.00). This payment will be made for their service as Class Representatives, including active participation in prosecution of the lawsuit,

as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendants' attorneys' fees and costs for an unsuccessful outcome in the lawsuit.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendants The Counter Mountain View LP and The Counter Santana Row LP agree to pay Class Counsel's attorneys' fees and costs to be set by the Court, not to exceed one third of the Gross Settlement Amount which equals Seventy-One Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$71,666.67), and attorneys' costs not to exceed Thirty-Seven Thousand Dollars and Zero Cents (\$37,000.00), subject to approval by the Court. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

H. Settlement Administration Fees and Costs

The Parties estimate the cost of administering the Settlement, including but not limited to giving notice to the Class, calculating the Individual Settlement Awards, making the payments authorized under the Settlement, and issuing IRS tax reporting forms as appropriate, will be up to Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00). Class Counsel will ask the Court to authorize those costs to be paid to the Settlement Administrator Phoenix Class Action Administration Solutions.

III. YOUR SETTLEMENT AWARD

A. Workweeks and Estimated Settlement Award

According to Defendants' records, you worked _____ workweeks as an hourly, non-exempt employee in California during the Class Period. Assuming one hundred percent (100%) participation in the Settlement and no changes to the number of weeks worked by Class Members, your individual share of the Settlement is estimated to be approximately \$ _____. Your actual share of the Settlement could be more or less depending on the number of persons and the number of workweeks participating in the Settlement.

B. Disagreements with Workweek Calculations

If you disagree with the number of workweeks stated in Paragraph III.A above, you may send a letter, fax, or email to the Settlement Administrator indicating what you believe is correct on or before _____, 2025. You may also send any documents or other information that supports your belief that the information set forth above is correct.

If you dispute the number of workweeks as stated in Paragraph III.A above, Defendants' records will control unless you are able to provide documentation that establishes otherwise, and that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Settlement Administrator. Such a determination by the Settlement Administrator will be final and binding with no opportunity for further appeal.

IV. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participate in the Settlement

If you wish to participate in the settlement and receive a Settlement Award you do not need to do anything. Class Members will receive Settlement Awards. Whether you are a current or former hourly, non-exempt employee in California, your decision as to whether or not to participate in the settlement will in no way affect your employment with Defendants, who will not retaliate against you in any way for participating in this Settlement.

If you move, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (i.e., “opt out”) by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect (“Request for Exclusion”). Your Request for Exclusion must also state your full name, address, and date of birth. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, facsimile or email, or the equivalent, to the Settlement Administrator whose contact information is listed in Section VII below.

The Request for Exclusion must be postmarked or received via facsimile or email no later than _____, 2025. If you submit a Request for Exclusion which is not postmarked or received via facsimile or email by _____, 2025, your Request for Exclusion will be rejected and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties.

C. Objection to Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement, and you will receive a Settlement Award.

To object, you must file a written objection and a notice of intention to appear at the Final Approval hearing with the Clerk of the Contra Costa County Superior Court located at 1111 Ward Street, Martinez, CA 94553 and send copies to the Settlement Administrator by _____, 2025, forty-five (45) calendar days after the Settlement Administrator mails the Notice to the Class Members). Any written objection should state each specific reason in support of the objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates you were employed by Defendants as a Class Member in California. You may then appear at the Fairness Hearing and object to the Settlement and any of its terms. **DO NOT TELEPHONE THE COURT.**

If you choose to submit an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own

attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Contra Costa County Superior Court, and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above Settlement Administrator no later than forty-five (45) days after the Settlement Administrator mails the Class Notice to Class Members. You will then continue as a Settlement Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at _____ a.m./p.m. (Pacific Time) on _____, 2025, in Department 39 of the Contra Costa County Superior Court located at 1111 Ward Street, Martinez, CA 94553, or such other later date as the Court may authorize.

V. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendants and the Released Parties from the Released Claims as described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the Released Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue as though the Settlement never occurred and without prejudice to any Party.

VI. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final hearing in Department 39 of the Contra Costa County Superior Court located at 1111 Ward Street, Martinez, CA 94553 on _____, 2025, at _____ a.m./p.m. (Pacific Time) to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, and the Enhancement Awards to be paid to the Class Representatives. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than _____, 2025, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than one third of the Settlement for Class Counsel's attorneys' fees, which equals Seventy-One Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$71,666.67) and Class Counsel's attorneys' litigation expenses and costs not to exceed Thirty-Seven Thousand Dollars and Zero Cents (\$37,000.00).

The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Class Action and PAGA Settlement and Release" which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation of Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the Contra Costa County Contra Costa County Superior Court located at 1111 Ward Street, Martinez, CA 94553.

If you want additional information about this lawsuit and its proceedings, you can contact

the Settlement Administrator or the attorneys in this matter:

Settlement Administrator

Address 1

Address 2

Telephone: 1 (800) XXX-XXXX

Facsimile: 1 (800) XXX-XXXX

Email: _____

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

BY ORDER OF THE SUPERIOR COURT