

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

DENICE A. MUIR, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

DAVE’S WORLD INC. DBA TAHOE
DAVE’S SKIS & BOARDS, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: S-CV-0049251

*Assigned for all purposes to: Hon. Trisha
Hirashima, Department 40*

CLASS ACTION

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

Complaint Filed: October 7, 2022

Trial: None

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and Private Attorneys' General Act ("PAGA") Settlement is entered into by and between Plaintiff Denice Muir, individually and on behalf of the Settlement Class and the State of California, and Defendant Dave's World, Inc. dba Tahoe Dave's Skis & Boards.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

2. "Action" means the court action, entitled "*Muir v. Dave's World, Inc. dba Tahoe Dave's Skis & Boards et. al.*," Case No. S-CV-0049251, pending before the Placer County Superior Court.

3. "Class Counsel" means Protection Law Group, LLP.

4. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed one-third (33.33%) of the Gross Settlement Amount, i.e. Two Hundred and Thirty-Three Thousand Dollars and Thirty-Three Cents (\$233,333.33) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within thirty (30) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) total Shifts worked by each Class Member during the Class Period; (6) total Shifts

worked by each PAGA Member during the PAGA Period; and (8) any other information required and requested by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the Class Period.

7. “Class Period” means the period from October 7, 2018, through August 12, 2023.

8. “Class Representative” means Denice Muir in her capacity as representative of the Participating Class Members.

9. “Class Representative Enhancement Payment” means the amount that the Court authorizes to be paid to Plaintiff Muir, in addition to her Individual Settlement Payment, in recognition of the efforts and risks she has taken in assisting with the prosecution of the Action and in exchange for the General Release of her claims as provided herein.

10. “Court” means the Superior Court of the State of California for the County of Placer.

11. “Defendant” means Dave’s World, Inc. dba Tahoe Dave’s Skis & Boards.

12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement

13. “Final Approval” means the Court entering an order granting final approval of the Settlement Agreement.

14. “Gross Settlement Amount” means the sum of Seven Hundred Thousand Dollars (\$700,000). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant.

15. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement

1 Payments shall be paid by a Settlement Check made payable to Participating Class Members
2 and/or PAGA Members.

3 16. "Net Settlement Amount" means the funds available for payments to the Class,
4 which shall be amount remaining after the following amounts are deducted from the Gross
5 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
6 Administration Costs, (4) Class Representative Enhancement Payments to Plaintiff; and (5) the
7 PAGA Payment to the LWDA and PAGA Members.

8 17. "Notice" means the Notice of Class Action Settlement in a form substantially
9 similar to the form attached hereto as **Exhibit A**, that will be mailed to Class Members' last known
10 addresses and which will provide Class Members with information regarding the Action and
11 information regarding the settlement of the Action.

12 18. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
13 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

14 19. "PAGA Payment" means the amount that the Parties have agreed to allocate in
15 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
16 2698, *et seq.*)("PAGA"). The Parties have agreed that an amount of Fifty Thousand Dollars
17 (\$50,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff's
18 PAGA Claims. Seventy Five Percent (75%) of the amount (\$37,500.00) will be paid to the
19 California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698 *et*
20 *seq.* Twenty Five Percent (25%) of the amount (\$12,500.00), will be distributed to PAGA
21 Members. PAGA Members will receive payment from the employee portion of the PAGA
22 Payment regardless of their decision to participate in the class action if the PAGA Payment is
23 approved by the Court.

24 20. "PAGA Period" means the period from October 7, 2021, through August 12, 2023.

25 21. "PAGA Members" means all current and former hourly-paid non-exempt
26 employees of Defendant who were employed by Defendant in the state of California at any time
27 during the PAGA Period.

22. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

23. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

24. “Plaintiff” means Denise Muir.

25. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

26. “Objection” means a Participating Class Member’s valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employee’s social security number or employee ID number; (b) the name of the case and case number; (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection, and (d) the objecting Class Member’s signature (not that of a representative or counsel).

27. “Released Class Claims” means any and all claims that were pled or could have been pled, based on, or which arise out of the facts alleged in the Complaint or letter of violation dated October 7, 2022, to the Labor & Workforce Development Agency (“LWDA”) in the Action, during the Settlement Period. This includes claims that could have been brought arising under California Labor Code sections 201-204, 210, 226, 226.3, 226.6, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198-1199.5, 2800, 2802, the applicable IWC Wage Orders, California Code of Civil Procedure 1021.5, the California Unfair Competition Law, and Business and Professions Code section 17200 *et seq.*

28. “Released PAGA Claims” means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in the PAGA Letter to the LWDA and in the operative complaint. This includes, but is not limited to, PAGA claims based on California Labor Code sections 201-204, 210, 226, 226.3, 226.6, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198-1199.5, 2699 *et seq.*, 2800, 2802, the applicable IWC Wage Orders.

29. “Released Parties” means Defendant and its past, present and/or future parent companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.

30. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Action. To be effective, the Request for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number; (b) a clear statement requesting to be excluded from the settlement of the class claims; and (c) signed by the Class Member requesting exclusion (not that of a representative or counsel). To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

31. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or dispute the number of Shifts they have been credited. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written objections, or Shift disputes, will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

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

33. “Settlement Administrator” means Apex Class Action Administration. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Shifts from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Eleven Thousand Three Hundred Dollars (\$11,300.00).

35. “Shift” shall mean any day during which a Class Member worked more than two hours.

TERMS OF AGREEMENT

36. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payment, Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of Shifts as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

37. Potential Increase to the Gross Settlement Amount: Defendant has represented there are approximately 62,000 Shifts between October 7, 2018, and June 6, 2023, and approximately 289 class members. Should the actual number of Shifts during the Class Period increase by more than ten percent (10%) (i.e. by more than 6,200 Shifts) then the Class Period shall end on the date the number of shifts exceeds 68,200.

38. Funding of the Gross Settlement Amount: No later than fourteen (14) calendar days of the Effective Date of the Settlement, Defendant will deposit one half of the Gross

Settlement Amount and all applicable employer-side payroll taxes on this amount into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. If fourteen (14) days after the Effective Date is a date in the year 2024, Defendant reserves the option to deposit the funds into the QSF before the end of 2023, and the Settlement Administrator will hold those funds until payment is due. If the Settlement Agreement is voided for any reason and the Gross Settlement Amount is no longer due, the Settlement Administrator will return any deposited funds to Defendant. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days after the Effective Date. Defendant shall fund the second half of the Gross Settlement Amount no later than January 31, 2025.

39. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the first half of the Gross Settlement Amount, the Settlement Administrator will issue an initial round of payments covering the first half of payments allocated for: (a) the Individual Settlement Payments; (b) of the PAGA Payment to the Labor and Workforce Development Agency; (c) of the Class Representative Enhancement Payment; (d) Class Counsel’s Fees and Costs and (e) Settlement Administration Costs. Within fourteen (14) calendar days of the funding of the second half of the Gross Settlement Amount, the Settlement Administrator will issue an second round of payments covering the remaining amounts allocated for: (a) the Individual Settlement Payments; (b) of the PAGA Payment to the Labor and Workforce Development Agency; (c) of the Class Representative Enhancement Payment; (d) Class Counsel’s Fees and Costs and (e) Settlement Administration Costs

40. Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys’ fees of not more than one-third the Gross Settlement Amount (\$233,333.33) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees

or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

41. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500). The Class Representative Enhancement Payments is in exchange for the General Release of the Plaintiff's individual claims and for her time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that is not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

42. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Eleven Thousand Three Hundred Dollars (\$11,300.00).

43. PAGA Payment: Fifty Thousand Dollars (\$50,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), to the California Labor and Workforce Development Agency ("LWDA"). Twelve Thousand Five Hundred Dollars (\$12,500) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Shifts worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

44. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	700,000.00
Enhancement Payment:	\$	7,500.00

Class Counsel's Fees:	\$	233,333.33
Class Counsel's Costs:	\$	30,000.00
PAGA Payment	\$	50,000.00
Settlement Administration Costs:	\$	11,300.00
Estimated Net Settlement Amount	\$	367,866.67

45. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Shifts for all Participating Class Members by adding the number of Shifts worked by each Participating Class Member during the Class Period. The respective Shifts for each Participating Class Member will be divided by the total Shifts for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Shifts for all PAGA Members by adding the number of Shifts worked by each PAGA Member during the PAGA Period. The respective Shifts for each PAGA Member will be divided by the total Shifts for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims.

1 c) Allocation of Individual Settlement Payments: The Class Portion of
2 each Individual Settlement Payment will be allocated as follows: one-third (33.33%) of each
3 Individual Settlement Payment will be allocated as wages, one-third (33.33%) shall be allocated as
4 interest, and one-third (33.33%) shall be allocated as penalties. The PAGA Portion of each
5 Individual Settlement Payment will be allocated 100% as Penalties. The portion of the Individual
6 Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS
7 Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the
8 Settlement Administrator.

9 46. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
10 Participating Class Members under this Settlement, as well as any other payments made pursuant
11 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
12 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
13 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
14 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
15 affect any rights, contributions, or amounts to which any Class Members may be entitled under
16 any benefit plans.

17 47. Settlement Administration Process: The Parties agree to cooperate in the
18 administration of the Settlement and to make all reasonable efforts to control and minimize the
19 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will
20 provide the following services:

- 21 a) Establish and maintain a Qualified Settlement Fund, including prior to the
22 Effective Date to hold funds contributed early, if necessary.
- 23 b) Calculate the Individual Settlement Payment each Participating Class
24 Member is eligible to receive and the portion of the PAGA Payment each
25 PAGA Member shall receive.
- 26 c) Print and mail the Notice.
- 27 d) Conduct additional address searches for mailed Notices that are returned as
28

undeliverable.

- e) Process Requests for Exclusion.
- f) Field inquiries from Class Members,
- g) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- h) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- i) Provide weekly status reports to counsel for the Parties.
- j) Post a notice of final judgment online at Settlement Administrator's website.
- k) Transfer unclaimed funds to the State Controllers office following the expiration of the settlement payments.

48. Delivery of the Class List: Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiff shall meet and confer with Defendant and if not satisfied by those efforts, Plaintiff shall have the right to void the Agreement.

49. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

50. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine

1 the correct address using a skip-trace, or other search using the name, address and/or Social
2 Security number of the Class Member involved, and will then perform a single re-mailing. If any
3 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a
4 current employee, then Defendant shall make all reasonable efforts to obtain the current address
5 from the Class Member and provide the same within seven (7) calendar days of notice from the
6 Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-
7 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or
8 (b) the Response Deadline to postmark a Request for Exclusion, written objection, or dispute the
9 number of shifts they have been credited with.

10 51. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
11 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
12 (c) the Class definition; (d) the total number of Shifts each respective Class Member worked for
13 Defendat during the Class Period; (e) each Class Member's estimated Individual Settlement
14 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
15 comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement; (h)
16 the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to
17 the Settlement, or Shift Disputes; (i) the claims to be released, as set forth herein; and (j) the date
18 for the final approval hearing.

19 52. Disputed Information on Notice: Class Members will have an opportunity to
20 dispute the information provided in their Notice within thirty (30) days from the mailing date. To
21 the extent Class Members dispute the number of Shifts with which they have been credited or the
22 amount of their Individual Settlement Payment, Class Members may produce evidence to the
23 Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting
24 Defendant's records, Defendant's records will be presumed determinative. However, if a Class
25 Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the
26 evidence submitted by the Class Member and the Parties will make the final decision as to the
27 number of eligible Shifts that should be applied and/or the Individual Settlement Payment to which
28 the Class Member may be entitled. If the Parties do not agree, the dispute will be decided by the

1 Settlement Administrator.

2 53. Defective Submissions: If a Class Member's Request for Exclusion is defective as
3 to the requirements listed herein, that Class Member will be given an opportunity to cure the
4 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
5 business days of receiving the defective submission to advise the Class Member that his or her
6 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
7 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
8 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
9 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
10 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
11 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

12 54. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
13 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator
14 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
15 address, telephone number, and the last four digits of the Class Member's Social Security number
16 and/or the Employee ID number, (b) a clear statement requesting to be excluded from the
17 settlement of the class claims, and (c) the Class Member's signature (not that of a representative
18 or counsel). The date of the postmark on the return mailing envelope receipt confirmation will be
19 the exclusive means to determine whether a Request for Exclusion has been timely submitted. All
20 Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly
21 to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted.
22 All requests for exclusion must be completed individually (no "group" or "mass" opt-outs) by the
23 Class Members themselves and not by their counsel on their behalf. All Class Members who do
24 not request exclusion from the Action will be bound by all terms of the Settlement Agreement if
25 the Settlement is granted final approval by the Court. The Request for Exclusion shall not be
26 effective as to the release of claims arising under the Private Attorneys General Act.

27 55. Defendant's Right to Rescind: If five percent (5%) or more of the Class Members
28 elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement

1 Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must
2 meet and confer with Class Counsel prior to exercising this right and must make clear their intent
3 to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator
4 notifying the Parties of the final number of opt-outs. If Defendant exercises its right to rescind the
5 Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the
6 date of rescission.

7 56. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
8 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
9 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by
10 all of its terms, including those pertaining to the Released Class Claims (in the case of Class
11 Members), and the Released PAGA Claims (in the case of PAGA Members), as well as any
12 Judgment that may be entered by the Court if it grants final approval to the Settlement. Class
13 Members who opt-out of the Settlement shall not be bound by such Judgment or the Class Release.
14 However, the opt-out shall not be effective as to the release of claims arising under the Private
15 Attorneys General Act. The names of Class Members who have opted-out of the settlement shall
16 be disclosed to the Counsel for both Plaintiff and Defendant and noted in the proposed Judgment
17 submitted to the Court.

18 57. Objection Procedures: To object to the Settlement, a Participating Class Member
19 must postmark a valid Objection to the Settlement Administrator on or before the Response
20 Deadline. The Objection must be signed by the Participating Class Member (not that of a
21 representative or counsel) and contain all information required by this Settlement Agreement
22 including the employees full name, address, telephone number, the last four digits of their social
23 security number and/or Employee ID number, the name of the case and case number, the specific
24 reason including any legal grounds for the Participating Class Members objection. The postmark
25 date will be deemed the exclusive means for determining that the Notice of Objection is timely.
26 Participating Class Members who fail to object in the manner specified above will be foreclosed
27 from making a written objection, but shall still have a right to appear at the Final Approval Hearing
28 in order to have their objections heard by the Court. At no time will any of the Parties or their

counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

58. Certification Reports Regarding Individual Settlement Payment Calculations: The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member has submitted a challenge to any information contained in the Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

59. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and the entire 25% portion of the PAGA Payment will be paid out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

1 60. Administration of Taxes by the Settlement Administrator: The Settlement
2 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
3 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
4 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible
5 for forwarding all payroll taxes and penalties to the appropriate government authorities.

6 61. Tax Liability: Defendant makes no representation as to the tax treatment or legal
7 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
8 relying on any statement, representation, or calculation by Defendant or by the Settlement
9 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
10 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
11 described herein. Any employer payroll taxes and other required employer withholdings due on
12 the Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA
13 contributions, shall be paid separate and apart from the Gross Settlement Amount.

14 62. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
15 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
16 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
17 communication or disclosure between or among the Parties or their attorneys and other advisers,
18 is or was intended to be, nor shall any such communication or disclosure constitute or be construed
19 or be relied upon as, tax advice within the meaning of United States Treasury Department circular
20 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
21 his, her or its own, independent legal and tax counsel for advice (including tax advice) in
22 connection with this Agreement, (b) has not entered into this Agreement based upon the
23 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not
24 entitled to rely upon any communication or disclosure by any attorney or adviser to any other party
25 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or
26 adviser to any other Party has imposed any limitation that protects the confidentiality of any such
27 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
28 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,

1 including any transaction contemplated by this Agreement.

2 63. No Prior Assignments: The Parties and their counsel represent, covenant, and
3 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
4 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
5 action, cause of action or right herein released and discharged.

6 64. Release by Participating Class Members: Upon the complete funding of the Gross
7 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
8 Class Members shall fully release and discharge the Released Parties from the Released Class
9 Claims that arose during the Class Period. This release shall be binding on all Participating Class
10 Members.

11 65. Release by the State of California and LWDA: Upon the complete funding of the
12 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the LWDA
13 and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge
14 the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The
15 Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise
16 bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf
17 of the LWDA based on the same factual predicate as this action and covering the same time period.

18 66. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
19 Settlement Amount, Plaintiff—on behalf of herself only—to the additional following General
20 Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff
21 hereby fully release the Released Parties from any and all Released Class Claims and Released
22 PAGA Claims and also generally release and discharge the Released Parties from any and all
23 claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been
24 or could have been asserted against the Released Parties arising out of or relating to their
25 employment by Defendant or termination thereof, including but not limited to claims for wages,
26 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination
27 of employment. This release specifically includes any and all claims, demands, obligations and/or
28 causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except

provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553)

67. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide only her dates of employment and job title. Defendant shall not refer to the Action or this Settlement. Plaintiff agrees that she will direct any requests from potential employers to contact Defendant to Human Resources.

68. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties (in the Memorandum of Understanding of Settlement signed June 13 and 14, 2023, and the Settlement Agreement) for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions prior to mediation. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court

1 fail to approve this settlement for any reason, the Parties agree that they will return to and attend
2 mediation with a mutually agreed Mediator in an effort to reach a settlement that may be approved
3 by the Court.

4 69. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
5 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
6 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
7 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a
8 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
9 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
10 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the
11 Settlement, and will include the proposed Notice attached as Exhibit A. Plaintiff's Counsel will
12 provide Defendant with a copy of the Motion for Preliminary Approval one week prior to the filing
13 this motion and will consider changes and revisions suggested by Defendant in good faith.
14 Defendant agrees that it will not oppose Plaintiff's motion for Preliminary Approval. Any failure
15 by the Court to fully and completely approve the Agreement as to the Action will result in this
16 Settlement Agreement and the Memorandum of Understanding entered into by the Parties, and all
17 obligations under this Settlement Agreement and the Memorandum of Understanding being
18 nullified and voided.

19 70. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
20 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
21 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
22 determine the Final Approval of the Settlement Agreement along with the amounts properly
23 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
24 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class
25 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any
26 failure by the Court to fully and completely approve the Settlement Agreement as to all of the
27 Action, or the entry of any Order by another Court with regard to any of the Action which has the
28 effect of modifying material terms of this Agreement or preventing the full and complete approval

of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Plaintiff's Counsel will provide Defendant with a copy of the Motion for Final Approval one week prior to the filing this motion and will consider changes and revisions suggested by Defendant in good faith. Defendant agrees it shall not oppose the granting of the Motion for Final Approval, provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

71. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

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

73. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

74. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court.

75. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document

needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

77. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

78. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

79. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

81. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms. For the purpose of this section, a reduction of Class Counsel's fee to less than 25% of the Gross Settlement Amount

1 shall be considered a material change.

2 82. Class Action Certification for Settlement Purposes Only: The Parties agree to
3 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
4 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
5 that certification for purposes of the Settlement is not an admission that class action certification
6 is proper under the standards applied to contested certification motions and that this Agreement
7 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
8 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according
9 to the Settlement's terms.

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

24 84. Captions: The captions and section numbers in this Agreement are inserted for the
25 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
26 provisions of this Agreement.

27 85. Waiver: No waiver of any condition or covenant contained in this Settlement
28 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered

1 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
2 right or remedy.

3 86. Dates and Deadlines: If any deadline or date referred to in the Settlement
4 Agreement falls on a weekend, State Court, or Federal holiday, the deadline will be extended to
5 the next day which is not a weekend, State Court, or Federal holiday.

6 87. Enforcement Action: In the event that one or more of the Parties institutes any legal
7 action or other proceeding against any other Party or Parties to enforce the provisions of this
8 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
9 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
10 and costs, including expert witness fees incurred in connection with any enforcement actions.

11 88. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
12 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
13 against one Party than another merely by virtue of the fact that it may have been prepared by
14 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
15 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

16 89. Representation By Counsel: The Parties acknowledge that they have been
17 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
18 and that this Agreement has been executed with the consent and advice of counsel and reviewed
19 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
20 Agreement.

21 90. All Terms Subject to Final Court Approval: All amounts and procedures described
22 in this Settlement Agreement herein will be subject to final Court approval.

23 91. Cooperation and Execution of Necessary Documents: The Parties agree to
24 cooperate to promote participation in the Settlement, and in seeking court approval of the
25 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
26 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
27 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class
28 Member prior to the funding of the Gross Settlement Amount concerning claims released via this

1 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims
2 released via this Agreement during the Settlement approval process prior to the funding of the
3 Gross Settlement Amount and that the Parties will work in good faith to reach an agreement
4 approved by the Court.

5 92. Confidentiality: The Parties and their counsel agree to keep the terms of the
6 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Further,
7 neither the Plaintiff nor Class Counsel shall publicize, or cause to be publicized, directly or
8 indirectly, the discussions resulting in or the existence of this settlement or its terms, in any type
9 of mass media, including, but not limited to, speeches, press conferences, press releases,
10 interviews, television or radio broadcasts, newspapers, messages on the Internet, Facebook,
11 Twitter or any other social media, Class Counsels' or any other website. Without limitation by the
12 foregoing, Defendant also may enforce this provision through an action for injunctive relief.
13 Plaintiff waives any obligation by Defendant to file a bond in connection with any such action.
14 Nothing in this Settlement Agreement shall be construed to limit Class Counsel's direct
15 communications with the Class Members, the filing of this stipulation and other documents
16 describing the settlement in public Court filings, or the posting of settlement documents and
17 information online by the Settlement Administrator.

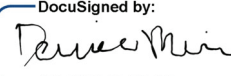
18 93. Binding Agreement: The Parties warrant that they understand and have full
19 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
20 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
21 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
22 provisions that otherwise might apply under federal or state law.

23
24 [SIGNATURES OF FOLLOWING PAGE]
25
26
27
28

1 Dated: 10/30/2023
2 _____

PLAINTIFF

3 By: _____

DocuSigned by:

4CF1B481D495452...

Denice Muir

5 Dated: 11/1/2023
6 _____

PROTECTION LAW GROUP, LLP

7 By: _____


Heather Davis, Esq.
Attorneys for Plaintiff

9 Dated: 11/13/2023
10 _____

DEFENDANT

DAVE'S WORLD, INC.

11 By: _____



12 Dave Wilderotter

13 Name: _____

14 Title: President

15
16 **APPROVED AS TO FORM ONLY, WITHOUT CREATING ANY OBLIGATIONS FOR**
17 **DEFENDANT'S COUNSEL:**
18

19 Dated: 11/8/2023
20 _____

SEYFARTH SHAW, LLP.

21 By: _____

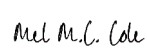

Mel M. C. Cole
Attorneys for Defendant

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Muir v. Dave's World, Inc. dba Tahoe Dave's Skis & Boards
Placer County Superior Court, Case No. S-CV-0049251

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former hourly-paid, non-exempt employees of Dave's World, Inc. dba Tahoe Dave's Skis & Boards in the State of California at any time from October 7, 2018, through August 12, 2023.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Denice Muir ("Plaintiff") a former employee of Dave's World, Inc. dba Tahoe Dave's Skis & Boards ("Defendant") on October 7, 2022. The case is currently pending in the Placer County Superior Court, Case No. S-CV-0049251.

The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not properly pay employees overtime, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Denice Muir, also known as "Plaintiff"), sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff Denice Muir as the Class Representative, and appointed her attorneys at Protection Law Group as counsel for the Class ("Class Counsel"). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement within the range of reasonableness that could be approved. A Final Determination on whether to approve the settlement will be made at the hearing on [REDACTED]. The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the state of California at any time between October 7, 2018, and August 12, 2023.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay Seven Hundred Thousand Dollars (\$700,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to those Class Members who do not submit timely and valid requests for exclusion, in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 1/3 of the Gross Settlement Amount or Two Hundred and Thirty-Three Thousand Dollars and Thirty-Three Cents (\$233,333.33);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00);
- D. **Settlement Administration Costs** which are currently estimated to be Eleven Thousand Three Hundred Dollars (\$11,300.00); and
- E. **PAGA Payment** in the amount of Fifty Thousand Dollars (\$50,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$37,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$12,500.00) will be distributed to hourly-paid, non-exempt employees who worked for Defendant from October 7, 2021, through August 12, 2023, for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of shifts over two hours you worked in California as an hourly-paid, non-exempt employee of Defendant from October 7, 2018, through August 23, 2023. (“Shifts”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be apportioned for tax purposes as 1/3 wages, 1/3 interest, and 1/3 penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form issued by the Settlement Administrator. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099 issued by the Settlement Administrator.

You worked XXX Shifts during the Class Period. The Class Portion of your Individual Settlement Payment will be approximately \$XXX.XX. The amount of the payment may change depending on the number of timely and

valid requests for exclusions submitted in the Settlement, if any, and any other changes to amounts the Court may order.

You worked XXX Shifts during the PAGA Period. The PAGA Portion of your Individual Settlement Payment will be approximately \$XXX.XX.

This Amount was determined based on Defendant's record of your employment between from October 7, 2018 through August 12, 2023 and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of Shifts worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE – 30 days after mailing]. All disputes regarding your Shifts will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit your evidence. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement. However, if your address changes, you should let the Settlement Administrator know.

7. What am I giving up if I do not request to be excluded from the Settlement?

In exchange for your Individual Settlement Payment, you will be waiving your right to bring a lawsuit against Defendant for any claims that were covered or could have been covered in this lawsuit.

You will not only waive your right to sue Defendant, you will also waive your right to sue any of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (the "Released Parties").

Specifically, you will not be able to sue for any and all claims that were pled or could have been pled, based on, or which arise out of the facts alleged in the Complaint or letter of violation dated October 7, 2022, to the Labor & Workforce Development Agency ("LWDA") in the Action, during the Settlement Period. This includes claims that could have been brought arising under California Labor Code sections 201-204, 210, 226, 226.3, 226.6, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198-1199.5, 2800, 2802, the applicable IWC Wage Orders, California Code of Civil Procedure 1021.5, the California Unfair Competition Law, and Business and Professions Code section 17200 *et seq.* (the "Released Class Claims") The time period for which you will not be able to bring these claims for is October 7, 2018, to August 12, 2023 (the "Class Period").

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must be signed and must include a clear statement that you do not wish to be included in this action. You must personally sign your request for exclusion, it cannot be signed by a representative or your attorney.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims.

However, you cannot opt-out of the release of the claims alleged under PAGA. This means if you were employed by Defendant between October 7, 2021, and August 12, 2023, you will still waive your right to sue Defendant for any PAGA Claims that arose during that same period.

Specifically, you will not be able to sue for any and all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in the PAGA Letter to the LWDA and in the operative complaint. This includes, but is not limited to, PAGA claims based on California Labor Code sections 201-204, 210, 226, 226.3, 226.6, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198-1199.5, 2699 et seq., 2800, 2802, the applicable IWC Wage Orders, from October 7, 2021, to August 12, 2023.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No. (Except if you worked between October 7, 2021, and August 12, 2023, in which case you will still receive the portion of your Individual Settlement Payment for releasing the claims that arise under PAGA.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP. as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$233,333.33 and reimbursement of litigation cost/expenses of up to \$30,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You must personally sign your Objection, it cannot be signed by a representative or your attorney. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement, but you are still a part of the Settlement. In other words, you can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2023], in Department 40 of the Placer County Superior Court located at 10820 Justice Center Drive, Roseville, California 95678. Remote appearances may be scheduled by visiting the Court's website: <https://www.placer.courts.ca.gov/online-services/remote-appearance-system>.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled by visiting the Court's website: <https://www.placer.courts.ca.gov/online-services/remote-appearance-system>

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at [www. \[REDACTED\] .com](http://www. [REDACTED] .com)

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [\[REDACTED\]](http:// [REDACTED]) or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated contact information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE