

Todd M. Friedman (SBN 216752)
tfriedman@toddfllaw.com
Adrian R. Bacon (SBN 280332)
abacon@toddfllaw.com
Matthew R. Snyder (SBN 350907)
msnyder@toddfllaw.com
Law Offices of Todd M. Friedman, P.C.
21031 Ventura Blvd. #340
Woodland Hills, CA 91364
Phone: (323) 306-4234
Fax: (866) 633-0228

Attorneys for Plaintiff
LOUISE FURMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

LOUISE FURMAN, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE LEMOS FAMILY FARM INC.;;
and DOES 1-50, inclusive,

Defendants.

**DECLARATION OF ADRIAN R. BACON
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Case No.: 23CIV04280

Honorable Nicole S. Healy
Department 28

DECLARATION OF ADRIAN R. BACON

I, Adrian R. Bacon, declare:

1. I am a partner at The Law Offices of Todd M. Friedman, P.C. and an attorney in good standing duly admitted to the State Bar of California and before this Court and an attorney of record for Plaintiff Louise Furman ("Plaintiffs") in this class action against Defendant The Lemos Family Farm Inc. ("Defendant").

2. This declaration is submitted in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement in the above-captioned action. Except for those matters stated on information and belief, which I am informed and believe are true and correct, I have

1 personal knowledge of all matters set forth herein. If called as a witness, I could and would
2 competently testify thereto. A true and correct copy of the fully executed Class Action Settlement
3 Agreement (the “Settlement”) is attached as **Exhibit A**. A redlined version of the Class Action
4 Settlement Agreement showing the changes made by the Parties following the prior hearing on
5 Plaintiff’s Motion for Preliminary Approval is attached hereto as **Exhibit E**.

6 3. A true and correct copy of the proposed Class Notice is attached hereto as **Exhibit**
7 **B**. A redlined version of the Class Notice showing the changes made by the Parties following
8 the prior hearing on Plaintiff’s Motion for Preliminary Approval is attached hereto as **Exhibit F**.

9 4. A true and correct copy of the proposed Opt Out Form is attached hereto as
10 **Exhibit C**.

11 5. A true and correct copy of the proposed Statement of Weeks Worked is attached
12 hereto as **Exhibit D**.

13 6. A redlined version of the Proposed Order showing the changes made by the Parties
14 following the prior hearing on Plaintiff’s Motion for Preliminary Approval is attached hereto as
15 **Exhibit G**.

16 7. After preliminary discussions regarding the case, an initial discovery exchange
17 including both formal and informal discovery, as well as my office reaching out and obtaining
18 sworn declarations to two other Class Members regarding their experiences, I felt we were in a
19 good position to evaluate merits, certification, and damages issues sufficient to make informed
20 resolution decisions. The parties agreed to mediate the Litigation with John Adler, a mediator
21 affiliated with Judicate West, a well-known and respected provider of alternative dispute
22 resolution services.

23 8. In advance of the mediation, Defendant provided Plaintiff with data and
24 documents that include the size and composition of the putative Class, information about
25 Defendant’s timekeeping and meal and rest period practices, and a sample of time and payroll
26 records.

27 9. The discovery revealed significant challenges to continuing litigation, and
28 Plaintiff’s counsel conducted a diligent and thorough examination of the legal, factual, and

1 damages allegations at issue. Such challenges include: whether Plaintiff was properly classified
2 as an agricultural employee thereby exempting her and Class Members from certain overtime,
3 meal break, and rest break requirements; whether Defendant's policies regarding timekeeping and
4 payroll with respect to Class members complied with California law throughout the Class Period,
5 and whether individualized issues would defeat certification or render the trial unmanageable.

6 10. Specifically, Defendant contends that its policies regarding meal and rest periods
7 and time and payroll records show substantial compliance and that all Class Members were paid
8 all wages owed. Defendant also argued that any missed meal and/or rest breaks were the result
9 of the voluntary choice of Plaintiff and Class members.

10 11. Defendant contends further that, because its policies and timekeeping procedures
11 complied with California law, any violations for off the clock work, or break violations were
12 good faith errors and not willful, which argument increases Plaintiffs' burden to justify the
13 imposition of penalties under Labor Code §§ 203 and 226.

14 12. On June 26, 2024, the parties attended mediation with Mr. Adler.

15 13. At that mediation, myself and my associate, Matthew Snyder, represented the
16 Class and were in a room separate from Plaintiff, due to Plaintiff having filed separate individual
17 claims for wrongful termination that Defendant wanted to mediate simultaneously. Plaintiff was
18 separately represented by our colleague, Meghan E. George, with respect to her individual
19 wrongful termination claims. We had absolutely no discussion before or during the mediation
20 about our respective positions or strategies and intentionally maintained a total informational
21 wall between the negotiations. The mediator likewise shared no information with us about those
22 separate negotiations.

23 14. The negotiations of Plaintiff's individual claims for wrongful termination were
24 conducted completely separately from the claims of the Class, and Plaintiff and the Class were
25 separately represented.

26 15. After a full day of negotiation, the parties asked Mr. Adler to provide a mediator's
27 proposal.

28 16. Mr. Adler provided such a mediator's proposal to Plaintiff, Defendant, and myself

1 and Mr. Snyder on behalf of the Class, the following day, June 27, 2024, and the Parties agreed
2 to Mr. Adler's proposal the same day.

3 17. Mr. Adler's proposal was that Plaintiff would receive payment of \$65,000 to settle
4 her individual claims, and the class would receive payment of \$260,000 to settle the wage and
5 hour claims, as described herein.

6 18. I have reviewed the Settlement Agreement in full and participated in resolution
7 discussions. I believe that the Settlement is fair and reasonable and provides significant
8 meaningful relief to Class Members.

9 **Factual Background**

10 19. Defendant owns and operates a working farm and farm-themed amusement park
11 in Half Moon Bay, California.

12 20. Plaintiff worked as a non-exempt employee in Defendant's amusement park, and
13 her job duties varied but included selling entry tickets to visitors, managing the parking lot,
14 working the concession stand, and operating attractions such as the slide and petting zoo.

15 21. On September 12, 2023, Plaintiff filed the Complaint in the Superior Court of the
16 State of California, County of San Mateo, alleging various causes of action for violations of the
17 California Labor Code and the California Business and Professions Code ("UCL").

18 22. Plaintiff both sent letters to the LWDA satisfying the procedural prerequisites of
19 PAGA, and have filed PAGA claims on behalf of the LWDA and aggrieved employees.
20 Contemporaneous with the filing of this Motion, I am submitting all settlement papers to the
21 LWDA through its online portal.

22 23. Plaintiff's claims were brought on behalf of a class of non-exempt employees who
23 were subjected to unlawful timekeeping practices, including failure to pay all wages, failure to
24 provide and pay premiums for missed meal and rest breaks, as well as derivative penalties for
25 each.

26 24. Additionally, on November 2, 2023, Plaintiff filed a separate individual Complaint
27 against Defendant, alleging that she had been wrongfully terminated by Defendant in violation
28 of public policy.

1 25. After extensive discussions regarding the case and an initial discovery exchange,
2 and early motion practice, the parties agreed to mediate the Litigation with mediator John Adler.

3 26. Defendant agreed to provide Plaintiff with data and documents that included the
4 size and composition of the putative Class, information about Defendant's timekeeping, payroll
5 and meal and rest period practices, including policy and procedure documents, information and
6 documents permitting for calculations of applicable incidents of violation rates and damages,
7 and Defendant's written wage and hour policies and procedures. This sample of the class
8 timekeeping records was random. According to the records Defendant provided, there are
9 approximately 253 putative class members.

10 27. In advance of mediation, my office also spoke with, and received sworn
11 declarations from, two other Class Members. While these additional Class Members' statements
12 largely reaffirmed Plaintiff's own experiences, they also revealed some potential risks that
13 weighed in favor of settlement. Throughout this case I had conversations with several other
14 Class Members as well and used their experiences to further aid in our investigation.

15 28. For example, the Class Members my office spoke to indicated that they generally
16 received their meal breaks on time and that while they knew some other individuals did not
17 receive breaks, they also knew that they themselves received most, if not all, of their breaks.
18 This presented both merits issues and risks to class certification.

19 29. In addition, these Class Members agreed that not all hours worked are captured as
20 a result of Defendant's uniform policies, practices, and procedures but evidence of such
21 violations sufficient to support certification may require the same individualized inquiry. The
22 challenge, however, would be quantifying this amount, as well as grappling with the fact that it
23 likely did not affect all class members, or for those who it did, did not affect them in the same
24 way or for the same reasons. We could make arguments about this, but it was a legitimate risk.

25 30. The Class Members I spoke to all expressed to me that they had experienced
26 unpaid overtime as we alleged as our core claim in the case, and so for this claim I felt more
27 confident in our ability to certify and substantiate that aspect of the case.

28 31. It is undeniable that based on reviewing the written policies and speaking to

1 informed members of the Class that the discovery revealed significant challenges to continuing
2 litigation. Plaintiffs' counsel conducted a diligent and thorough examination of the legal, factual,
3 and damages allegations at issue. I would go so far as to say there is nothing more my office
4 could have reasonably done to evaluate and investigate these risks at this juncture of the case.

5 32. For the foregoing reasons, because recovery for the class is paramount and to avoid
6 the risk that continued litigation may ultimately deprive class members of compensation to which
7 they are entitled, I believe that the proposed settlement (described below) is fair and reasonable.

8 **The Settlement**

9 33. The Settlement provides for a non-reversionary Settlement Fund for the
10 benefit of all Class Members and Aggrieved Employees. *See* Ex. A (Settlement, Sec. III(C)).

11 34. The Settlement Fund is defined as the Gross Settlement Amount of Two
12 Hundred and Sixty Thousand Dollars (\$260,000). (Settlement, Sec. I(N)).

13 35. The escalatory provision holds that the settlement is based on 3,877
14 workweeks and 230 employees, which is supported by confirmatory discovery. Pursuant to
15 the terms of the escalatory provision, any increase in workweeks or class members above
16 10% (i.e., 4,265 workweeks or 253 class members), will result in a 1:1 proportionate
17 increase in the Gross Settlement Fund. Defendant has opted to truncate the Class Period
18 such that there are 253 class members and no more than 4,265 workweeks. The truncated
19 end of the Class Period is September 6, 2024.

20 36. "Class Members" means "all individuals who were employed by Defendant
21 as a non-exempt employee in California during the Class Period."

22 37. The Class Period is September 12, 2019 to September 6, 2024]. The PAGA
23 Period is December 21, 2021 to the date of Preliminary Approval.¹

24 38. "Aggrieved Employees" means "all Settlement Class Members employed by
25 Defendant during the PAGA Period."

26 39. "Participating Class Members" includes all Class Members who do not submit
27 a valid and timely Request for Exclusion from the Settlement.

28

¹ Defendant has elected to truncate the class period to avoid triggering the escalator provisions.

1 40. Each Participating Class Member is entitled to an Individual Class Payment
2 of the Net Settlement Amount, which is defined as the Gross Settlement Amount, less

3 a. the Service Awards of up to \$5,000 to Plaintiff for her service to the Class as
4 Class Representative;

5 b. Attorneys' Fees in the amount of \$86,666.67, or one-third (1/3) of the
6 Adjusted Settlement Fund, plus Class Counsel's expenses of up to \$10,000;

7 c. Claims Administration Expenses, which include the postage and printing
8 costs for the Class Notices and the postage costs for mailing the payments,
9 anticipated not to exceed \$7,900,² and

10 d. the PAGA Allocation of Forty Thousand Dollars (\$10,000), 75% of which
11 (\$7,500) shall go to the Labor and Workforce Administration ("LWDA") and
12 25% of which (\$2,500) shall go to Aggrieved Employees.

13 41. The Net Settlement Amount (anticipated to be \$140,433.33) will be paid as
14 Individual Class Payments to Participating Class Members.

15 42. The Individual Settlement Shares will be allocated as follows:

16 a. 20% of each share shall represent wages;

17 b. 30% interest

18 c. 50% penalties

19 43. The portion of each Individual Settlement Share representing wages will be
20 subject to normal employment tax withholdings, including employer-side payroll taxes,
21 relative to the Participating Class Members' employment (e.g., withholdings for State and
22 Federal income tax, employee FICA tax, California SDI, etc.) with the Claims Administrator
23 remitting all such employment tax withholdings directly to the pertinent state and federal
24 taxing authorities.

25 44. The Settlement releases from liability Defendant and each of its former and
26 present parents, subsidiaries, affiliates, and other officers, directors, owners, employees,
27 partners, agents, and any other successors, assigns, or legal representatives ("Released
28

² Phoenix provided a \$7,900 quote, and we expect this will be the final cost.

Parties”).

45. Every Class Member who does not request exclusion from, or “opt-out” of, the Class, including Plaintiff, Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all past, present claims, complaints, demands, liabilities, debts, obligations, liens, costs, attorneys’ fees, promises, losses or damages that were alleged in the Complaints, and/or could have been alleged in the Complaints based on the facts alleged in the operative Complaints. The Released Claims include, but are not limited to, a release of all claims for allegations of: unpaid wages, unpaid minimum wages, unpaid overtime, failure to timely pay wages, failure to provide meal and rest breaks, failure to pay meal and rest period premiums, failure to provide recovery periods, failure to provide accurate wage statements, failure to pay all wages owed upon termination, civil penalties or other damages that were alleged or could have been alleged based on the facts in the operative Complaints (including but not limited to violations or damages relating to meal periods, rest periods, pay stubs, wage statements, off the clock and other unpaid regular and overtime wages, claims under the Fair Labor Standards Act (for any Settlement Class Member who opts in by executing a settlement check or otherwise), unpaid overtime, unpaid double time, unlawful deductions, and waiting time penalties) which arose during the Class Period (“Released Claims”)

46. Within twenty (20) days of the entry of the Preliminary Approval Order, Defendant will provide the Claims Administrator with a list of all Class Members, including the name and social security number, most current mailing address, and dates of employment during the Class Period (“Class List”).

47. Within ten (10) days of receipt from Defendant of the Class List, the Claims Administrator will mail the Notice of Class Settlement by First-Class US Mail, postage prepaid.

48. Class Members will have sixty (60) days after the date of mailing to submit disputes, requests for exclusion, and/or objections. In the event of remailing, this deadline

will be extended an additional sixty (60) days.

49. Within sixty (60) days after the Effective Date, Defendant will fund the Gross Settlement Amount.

50. No funds will revert to Defendant, and any payments made to Participating Class Members that remain uncashed one-hundred eighty (90) days after mailing shall be transmitted to Bay Area Legal Aid, San Mateo County as a *cy pres* recipient thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

51. Plaintiff is prepared to lodge a copy of the separate individual settlement agreement for her alleged wrongful termination claims under seal with the Court upon request. Plaintiff has no objection to it being filed publicly on the docket for the sake of transparency to the Class, especially given that it was part of a mediator's proposal, but at this time maintains the confidentiality agreement therein.

Certification

52. The general provisions governing class action litigation and management in California are found in Code of Civil Procedure section 382, as well as in case law that has examined the application of the class action statute. As this Court is well aware, the decision on class certification does not consider the underlying merits of the case but is confined to an examination to determine whether the proposed class satisfies the requirements for certification.

53. The putative Class is objectively ascertainable because its members may be identified by reference to Defendant's records.

54. This Class is sufficiently numerous because would be impractical and economically inefficient to require approximately 253 Class Members each to maintain an individual action or be joined as a named plaintiff in this action.

55. There is a well-defined community of interest in the common questions of law and fact that exist as to all Class Members and predominate over any questions affecting each individually. Based on the data they obtained from Defendant and from their own investigation, Plaintiff's counsel determined that, for purposes of these claims, Defendant's policies and

practices are either identical or sufficiently similar to raise the same questions of law and fact with respect to Defendant's liability as to all Class Members. Among the questions relevant to the adjudication of Class Members' claims are the following:

- a. Whether Defendant's uniform policies and timekeeping practices resulted in the failure to capture all hours worked by Plaintiff and Class Members pursuant to Labor Code section 1174;
- b. Whether Defendant unlawfully and/or willfully failed to pay Plaintiff and Class Members for all hours worked, in violation of the applicable Industrial Welfare Commission ("IWC") Order and Labor Code sections 200, 226, 1197, 1194 and 1198;
- c. Whether Defendant failed to pay Plaintiff and Class Members overtime as required by law;
- d. Whether Defendant had a uniform policy and/or practice of denying Plaintiff and Class Members meal and rest periods as mandated by California law;
- e. Whether Defendant had a uniform policy and/or practice of failing to compensate Plaintiff and Class Members for missed or non-compliant meal periods;
- f. Whether Defendant's pattern and practice of failing to pay Plaintiff and Class Members all compensation owed, is an unlawful, unfair, or fraudulent business act or practice in violation of the UCL, Bus. & Prof. Code § 17200;
- g. Whether Defendant failed to provide Plaintiff and Class Members with accurate, itemized wage statements, in violation of Labor Code section 226, the applicable IWC Order(s), and/or other applicable state regulations;
- h. Whether Defendant unlawfully and/or willfully failed to pay promptly all compensation owed to Class Members on termination of their employment with Defendant, in violation of Labor Code sections 201-203; and
- i. Whether Plaintiff and Class Members sustained damages, and, if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief.

1 56. Plaintiff's claims are typical of the Class. Like Class Members, Plaintiff worked
2 as a non-exempt employee for Defendant in California during the Class Period and was subject
3 to the same general policies and practices with respect to timekeeping, payroll, and breaks.

4 57. Because common questions predominate and because the potential legal remedies
5 available to Class Members are identical, the resolution of all Class claims in a single action
6 through the Settlement is the more cost effective and efficient means. Class Members would
7 otherwise each have to prove the same issues to prevail in an individual action, and settlement on
8 a class-wide basis is superior to any other method of resolution.

9 58. In addition, Defendant would likely assert the same defenses to each Class
10 Member's claims as to Plaintiff's, including that Defendant paid each non-exempt employee for
11 all hours worked, that each was provided with compliant meal and rest periods, that each
12 employee was properly classified as an agricultural worker exempt from certain overtime, meal,
13 and rest break requirements, and that any pay stub violations and/or incomplete final wage
14 payments, if they occurred at all, resulted from good faith mistakes.

15 59. Plaintiff is adequate to represent the Class. Plaintiff is represented by counsel
16 experienced in complex litigation, including wage and hour class actions, and Plaintiff and Class
17 Members' interests in this litigation are co-extensive because all Class Members, including
18 Plaintiff, worked for Defendant during the relevant time period and suffered the same alleged
19 injuries from the same alleged course of conduct. In addition, there is no evidence of, and
20 Defendant does not assert, any conflict of interest between Plaintiffs and the Class.

21 60. This Court should approve the proposed Service Award of \$5,000.00 to Plaintiff,
22 who advanced the interests of the Class by, among other things, speaking extensively with counsel
23 throughout the litigation and settlement discussions to identify and develop the claims at issue,
24 providing pertinent documents, participating in settlement discussions, and carefully reviewing
25 the Settlement and related documents. Plaintiff also risked being required to pay Defendant's
26 costs if this action had been unsuccessful. Further, Plaintiff took the personal risks of potentially
27 intrusive discovery and the disclosure to future employers that they sued a former employer,
28 making their future employment uncertain. Finally, Plaintiff agrees to a much broader release of

claims than other Class Members.

Adequacy of Representation by Class Counsel

61. The Law Offices of Todd M. Friedman, P.C. seeks appointment as Class Counsel in this Action. I am informed and believe that Class Counsel are qualified and able to conduct this litigation as a class action.

62. As one of the main plaintiff litigators of consumer rights cases in Southern California, Mr. Friedman has been requested to and has made regular presentations to community organizations regarding debt collection laws and consumer rights.

63. The Law Offices of Todd M. Friedman, P.C. has litigated over 1000 individual based consumer and employment cases and litigated over 200 consumer and employment class actions. These class actions were litigated in federal courts in California, as well as California State Courts. Approximately 100% percent of my practice concerns consumer litigation in general, with approximately 20% of the firm's class action experience involving employment and wage and hour matters, principally under the California Labor Code and PAGA.

64. I am a Partner at The Law Offices of Todd M. Friedman, P.C. and the lead litigation attorney at the firm. I have practiced almost exclusively as a plaintiffs' class action attorney for the duration of my career as a litigator, which has included both wage and hour and consumer class actions. I oversee all the firm's class actions and act in either a lead or co-lead role in nearly all of them.

65. I have been licensed to practice since 2011 and have worked as a plaintiffs' side class action litigation attorney for the duration of my career. Prior to receiving my law license, I worked for the Federal Trade Commission, and was involved in several "sweeps" including one dubbed Operation Shortchange, where the FTC shut down a series of scammers who were taking advantage of consumers during the financial downturn and achieved a multi-nine figure judgment against them which made headlines. I also worked on and participated in a federal raid, referred to as an "Immediate Access" and thereafter a receivership against a scam boiler room posing as part of the Obamacare plan by selling fake medical discount cards to vulnerable sick people during the last economic downturn. The company was bilking people out of their last savings by

1 selling them substitutes for medical insurance through bogus discount cards that were not
2 recognized or accepted anywhere that they were advertised. I was part of the team that shut down
3 their operations in Tempe Arizona along with a team of agents and federal marshals.

4 66. Once licensed to practice, I began by working at Strange & Carpenter as an
5 associate on consumer protection class actions, including heading up the document production
6 team on the Toyota Unintended Acceleration Litigation. While there, I drafted and worked on
7 several published opinions, including a Ninth Circuit decision *Corvello v. Wells Fargo* and the
8 now heavily-cited opinion *Nguyen v. Barnes & Noble* denying a motion to compel arbitration,
9 which was upheld by the Ninth Circuit.

10 67. I left the firm and went to work at Marlin & Saltzman in their Orange County
11 office under Louis M. Marlin, a highly decorated retired class action attorney, and now respected
12 mediator. Marlin & Saltzman is a class action litigation firm that specializes in wage and hour
13 class actions. I worked there for two years and was appointed class counsel on several wage and
14 hour class actions. I was instrumental in favorably settling one such class action against Ikea for
15 more than twice what the company came to mediation willing to pay.

16 68. In 2014 I lateralled over to The Law Offices of Todd M. Friedman, where I have
17 served as the head of litigation at the office for the past ten years. I was made a partner in 2018
18 after having certified and settled numerous class actions for clients of our firm and helped revamp
19 our litigation department. Almost every single one of the class actions that our firm has settled,
20 certified or otherwise litigated in earnest on behalf of our clients out of our California office have
21 been cases that I have overseen with Mr. Friedman.

22 69. I have been the chief brief writer for and argued multiple class action cases before
23 the Ninth Circuit, Eleventh Circuit, Second Circuit, and California Supreme Court, including
24 *Gallion v United States*, 772 Fed.Appx. 604 (9th Cir. July 8, 2019), *McCurley v. Royal Seas*
25 *Cruises, Inc.*, (9th Cir. April 5, 2022) 2022 WL 1012471, *Smith v. LoanMe, Inc.*, 11 Cal.5th 183
26 (Cal. S.Ct. 2021), *Guzman v. Polaris Industries Inc.*, 49 F.4th 1308 (9th Cir. 2022), *Guzman v.*
27 *Polaris Industries, Inc.*, 2022 WL 4547785 (9th Cir. Sept. 29, 2022), *Loyhayem v. Fraser*
28 *Financial and Insurance Services, Inc.*, 7 F.4th 1232 (9th Cir. 2021); *Monzon v. Atlantic Credit*

1 & Finance, Inc., 2021 WL 3909709 (Ct. App. 2nd Dist., Cal. Sept. 1, 2021); *Soliman v. Subway*
2 *Franchisee Advertising Fund Trust, Ltd.*, 999 F.3d 828 (2nd Cir. 2021), and *Hagey v. Solar*
3 *Service Experts, LLC*, 2023 WL 5602365 (Ct. of App., 4th D, Div. 3, Cal. Aug. 30, 2023).

4 Currently I am working on five active appeals cases, all of which are in representative and/or
5 class actions. I have assisted in briefing on two United States Supreme Court cases and been the
6 primary author of Amicus briefs to the US. Supreme Court, as well as multiple comments to
7 federal regulators including the FCC for advancement of consumer privacy rights.

8 70. *McCurley* involved a certified TCPA class action in which we lost summary
9 judgment on a classwide basis. I was able to reverse that decision, as the chief brief author of the
10 appellate briefing, as well as handling oral argument. I have certified over a dozen TCPA class
11 actions, many of which by contested motion. I have certified other consumer privacy class actions
12 as well, including cases under CIPA, the FCRA, and other consumer privacy statutes. I was also
13 co-lead counsel on the \$100 million Doordash wage and hour class action settlement. It is this
14 level of experience for both myself and Mr. Friedman that enabled the firm to undertake the
15 instant matter and to successfully combat the resources of the Defendant and their capable and
16 experienced counsel.

17 71. The Law Offices of Todd M. Friedman has served as plaintiffs' counsel in at least
18 the following class actions involving various wage and hour and consumer rights claims where a
19 settlement was reached on a class-wide basis and has achieved more than \$300,000,000 in class-
20 wide relief:

- 21 a. *Dancer v. L.A. Times*, BC472154 (L.A. Superior Court) (common fund class-
22 wide settlement of \$3 million to \$4 million; final approval granted);
- 23 b. *Couser v. Comenity Bank*, 3:12-cv-02484-MMA-BGS (S.D. Cal.) (\$8.475
24 million class-wide settlement achieved; final approval granted);
- 25 c. *Stemple v. QC Financial Services Group of California, Inc.*, 3:12-cv-01997-
26 CAB-WVG (S.D. Cal.) (certified class achieved by motion, and subsequent
27 class-wide settlement of \$1.5 million achieved; final approval granted);
- 28 d. *Couser v. Apria Healthcare, Inc.* 8:13-cv-00035-JVS-RNB (C.D. Cal.)

- (common fund class-wide settlement of \$400,000 to \$750,000; final approval granted);
- e. *Abdeljalil v. General Electric Capital Corporation*, 12-CV-02078-IEG-RBB (S.D. Cal.) (class-wide settlement with common fund of \$6.125 million achieved; final approval granted);
- f. *Fox v. Asset Acceptance*, 3:13-CV-00922-DMS-BGS (S.D. Cal.) (common fund of \$1 million in class-wide relief achieved; final approval granted);
- g. *Friedman v. LAC Basketball Club, Inc.*, 2:13-cv-00818-CBM-AN (C.D. Cal.) (class-wide settlement achieved; final approval granted);
- h. *Gerich et al. v. Chase Bank USA et al.* Case No 1:12-cv-5510 (N.D. Ill.) (class-wide settlement of \$34 million; final approval granted);
- i. *Than Zaw v Nelnet, Inc.*, Penal Code § 632 class – (Achieved class-wide settlement of \$1,188,110; final approval granted);
- j. *Medeiros v HSBC*, (common fund settlement of \$4.5 million - \$6.5 million achieved; final approval granted);
- k. *Ann Fox v. Spectrum Club Holding Company et al.*, Case No. 2:14-CV-06766-PSG-FFMx (class-wide settlement; final approval granted);
- l. *Sayan Aboudi v. T-Mobile USA, Inc.*, Case No. 3:12-cv-02169-BTM-NLS (class-wide settlement in TCPA case, with common fund of \$2.5 million to \$5 million and average per class member payment of \$500; final approval granted);
- m. *Andrew Roseman v. BGASC, LLC, et al.*, Case No. EDCV 15-1100-VAP (SPx) (C.D. Cal.) (class-wide relief achieved; final approval granted);
- n. *Everado Gonzalez v The Scotts Company*, Case No. BC577875, Consolidated with Case No: BC570350 (LASC) (class-wide settlement of \$925,000 in wage and hour class action on behalf of approximately 603 employees achieved; final approval granted);
- o. *Payton v Luxe Valet*, Case No. BC588462 (LASC) (\$2.4 million class-wide

- 1 settlement on behalf of 1,800 employees misclassified as independent
2 contractor; final approval granted);
- 3 p. *Shelby v Two Jinn, Inc.*, Case No. 2:15-cv-03794-AB-GJS (C.D. Cal.) (EFTA
4 class action involving no cognizable actual damages, with company net worth
5 of \$25 million, settled for non-reversionary common fund of \$457,000, despite
6 liability under 15 U.S. Code § 1693m(a) likely being only \$250,000; zero
7 objections; final approval granted);
- 8 q. *Couser v Dish One Satellite*, Case No. 5:15-cv-02218-CBM-DTB (C.D. Cal.)
9 (TCPA class action; final approval granted);
- 10 r. *Couser v Dish One Satellite*, Case No. RIC 1603185 (Riverside S.C.) (Penal
11 Code 632 class action; final approval granted);
- 12 s. *De La Paz v Accurate Courier NCA LLC*, Case No. 16CV00555 (Santa Cruz
13 County Superior Court) (PAGA and Labor Code class action; final approval
14 granted);
- 15 t. *Ross v Zurixx LLC*, Case No. 34-2016-00190874 (Sacramento SC) (UCL, FAL
16 and CLRA class action alleging false advertising for real estate educational
17 courses, non-reversionary common fund settlement for over \$600 per class
18 member; final approval granted);
- 19 u. *Eubank v Terminix International, Inc.*, Case No. 3:15-cv-00145-WQH-JMA
20 (PAGA settlement reached in wage and hour action on behalf of pest control
21 technicians; final approval granted);
- 22 v. *Holland v Tenet Healthcare Corporation*, Case No. 15CVP0226 (Superior
23 Court of San Luis Obispo County) (PAGA settlement reached in wage and
24 hour action on behalf of nurses; final approval granted);
- 25 w. *Jonathan Weisberg, v. HD Supply, Inc.*, Case No. 15-cv-08248-FMO (MRWx)
26 (class-wide settlement in TCPA class action, settled for \$1.225 million; final
27 approval granted);
- 28 x. *Miler v Pacific Auto Wash Partners*, Case No. 30-2015-00813013-CU-OE-

1 CXC (wage and hour class action; final approval granted);
2 y. *Sonia Barrientos v Law Office of Jeffrey H. Jordan*, Case No. 2:15-cv-06282-
3 JAK-GJS (FDCPA/RFDCPA letter class action, settled on class wide basis;
4 final approval granted);
5 z. *Tahmasian v Midway Rent A Car*, Case No. 30-2015-00813013-CU-OE-CXC
6 (LASC) (PAGA and Labor Code class action; final approval granted);
7 aa. *Craig Cunningham v Lexington Law Firm*, Case No. 1:17-cv-00087-EJF (N.D.
8 UT) (TCPA class action MDL involving solicitation prerecorded voice calls
9 made by a third party, vicarious liability alleged; final approval granted).
10 bb. *Sheena Raffin v Medcredit, Inc., et al.*, Case No. 2:15-cv-04912-MWF-PJW
11 (C.D. Cal.) (Cal. Penal Code § 632.7 class action certified by Hon. George H.
12 King Ret under Rule 23(b)(2) and (b)(3) by contested motion on behalf of
13 11,000 class members whose calls were recorded without knowledge or
14 consent, settled for \$5 million; final approval granted);
15 cc. *Fernandez v Reliance Home Services, Inc. Case No. BC607572 Los Angeles*
16 *Superior Court* (wage and hour plus PAGA class action; final approval
17 granted);
18 dd. *Anne Wolf v Hewlett Packard Company*, Case No. 5:15-cv-01221-TJH-GJS
19 (C.D. Cal.) (CLRA class action certified by contested motion on behalf of tens
20 of thousands of consumers who purchased printer that was falsely advertised
21 to include Smart Install feature, settled on a wider multi-state, multi-product
22 basis; final approval granted);
23 ee. *Jaylinda Girardot et al v. Bail Hotline Bail Bonds, Inc.*, Case No. BC700131
24 Los Angeles County Superior Court (wage and hour plus PAGA class action;
25 final approval granted);
26 ff. *Ryoo Dental, Inc. v OCO Biomedical, Inc.*, Case No. 8:16-cv-01626-DOC-
27 KES (TCPA fax blast class action, settled on class-wide basis; final approval
28 granted);

1 gg. *Wondra Curtis v The Anthem Companies, Inc.*, Case No. 8:16-cv-01654-DOC-
2 JCG (wage and hour class action for off the clock work, settled on class-wide
3 basis; final approval granted);
4 hh. *Weinberg v Clarient, Inc.* Case No. 56-2017-00494914-CU-NP-VTA Ventura
5 County Superior Court (Rosenthal Fair Debt Collection Practices Act class
6 action settled on behalf of 1,830 class members for privacy infringements
7 through clear envelope debt collection letters; final approval granted);
8 ii. *Aliav v Sunset Eats, LLC*, Case No. BC655401 Los Angeles Superior Court
9 (false advertising class action on behalf of approximately 10,000 consumers,
10 settled on class-wide basis; final approval granted);
11 jj. *Alfred Zaklit, et al. v. Nationstar Mortgage LLC*, Case No. 5:15-cv-02190-
12 CAS-KK (C.D. Cal.) (Cal. Penal Code § 632.7 class action certified by
13 contested motion under Rule 23(b)(2) and (b)(3) on behalf of class members
14 whose calls were recorded without knowledge or consent; final approval
15 granted);
16 kk. *Mark Silva v. Olson and Co. Steel*, Case No. 17CV001045 (Contra Costa
17 County Superior Court) (wage and hour class action settled on behalf of 563
18 class members, final approval granted);
19 ll. *Cohen v. Coca-Cola Refreshments, USA, Inc.*, Case No. 2:19-cv-04083-JAK
20 (PLAx) (C.D. Cal.) (wage and hour class action settlement on behalf of
21 trucking employees; preliminary approval granted);
22 mm. *Manopla v. Home Depot USA, Inc.* Case No. 15-1120 (D. N.J.) (TCPA
23 class action; final approval granted);
24 nn. *Cawthorne v Rush Truck Centers of California, Inc.* Case No. 5:17-cv-01541-
25 JGB-SP (wage and hour class action on behalf of 560 employees; final
26 approval granted);
27 oo. *Lizama v Medical Data Systems, Inc.* Case No. 34-2017-00210986-CU-NP-
28 GDS (Sacramento County Superior Court) (Penal Code 632.7 class action

1 alleging illegal call recording, settled for \$2.2 million on behalf of over 30,000
2 consumers, final approval granted);
3 pp. *Romano v SCI, Inc.* Case No. 2:17-cv-03537-ODW-JEM (wage and hour class
4 action for independent contractor misclassification, settled for \$2.5 million on
5 behalf of 230 employees, final approval granted);
6 qq. *Edward Makaron v. Enagic USA, Inc.*, Case No. 2:15-cv-05145-DDP-E (C.D.
7 Cal.) (TCPA class action certified on behalf of approximately 2,000,000 class
8 members under Rule 23(b)(2) and 23(b)(3), subsequently settled on a Rule
9 23(b)(2) and 23(b)(3) basis, final approval granted);
10 rr. *Walsh v Fry's Electronics, Inc.* Case No. MSC18-01681 (Contra Costa County
11 Superior Court) (Gift Card Act, CLRA, UCL, FAL class action settled for
12 class-wide public injunctive relief; final approval granted);
13 ss. *In RE HP Firmware Update Litigation*, Case No. 5:16-cv-05820-EJD (N.D.
14 Cal.) (co-lead class counsel in consolidated Unfair Competition class action
15 alleging HP pushed a firmware update on consumers' printers that blocked
16 their ability to use third party ink cartridges, preliminary approval granted;
17 final approval granted);
18 tt. *Nishimoto v T&S Business Corporation*, Case No. 34-2017-00211426
19 (Sacramento County Superior Court) (wage and hour and PAGA class action
20 on behalf of janitorial workers; final approval granted);
21 uu. *Rodriguez v. Experian Information Solutions, Inc. et. al.* Case No. 2:15-cv-
22 01224-RAJ (W.D. Wash.) (FCRA class action for improper credit pulls;
23 certified under Rule 23 by contested motion, and settled on class-wide basis,
24 final approval granted);
25 vv. *Ahmed v HSBC Bank USA*, Case No. 5:15-cv-02057-FMO (SPx) (C.D. Cal.)
26 (TCPA class; final approval granted);
27 ww. *Garcia et. al. v. HMS Host, Inc.*, Case Jo. 17-cv-03069-RS (N.D. Cal.)
28 (wage and hour class action, final approval granted);

xx. *Aiken v. Malcolm Cisneros, A Law Corporation*, Case No. 5:17-cv-02462-JLS-SP (C.D. Cal.) (Fair Debt Collection Practices Act class action, settled on class wide basis, preliminary approval granted);

yy. *Bonilla, et al. v. Windsor Fashion, LLC*, Case No. CIVDS1723088 (wage and hour class action settled on behalf of over 5,000 employees, final approval granted);

zz. *Medina v. Enhanced Recovery Company, LLC*, Case No. 2:15-cv-14342-JEM/MAYNARD (S.D. Fla.) (TCPA class settlement common fund of \$1.45M, final approval granted);

aaa. *Pena v. John C Heath Attorney at Law, PLLC*, Case No. 1:18-cv-24407-UU (S.D. FL.) (consolidated TCPA class action, final approval granted);

bbb. *Griffey v. TA Operating, LLC*, Case No. CIVDS1907259 (San Bernardino County Superior Court) (PAGA settlement \$390,000; final approval granted);

ccc. *D'Angelo Santana v. Rady Children's Hospital*, Case No. 37-2014-00022411-CU-MT-CTL (San Diego County Superior Court) (Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* class settlement; final approval granted);

ddd. *Chavis v. Three Group, Inc.*, Case No. 18STCV08737 (Los Angeles County Superior Court) (wage and hour PAGA settlement on behalf of dancers alleging contractor misclassification; final approval granted);

eee. *Fabricant v. AmeriSave Mortgage Corporation*, Case No. 2:19-cv-04659-AB-AS (C.D. Cal.) (\$6.25 million common fund TCPA class action settlement, final approval granted);

fff. *Nizam v. Phiadon International USA, Inc.*, Case No. CGC-20-582322 (San Francisco Superior Court) (wage and hour misclassification class action settlement, preliminary approval granted);

ggg. *Western Dental Wage and Hour Cases*, JCCP No. 5079 (County of Sacramento) (consolidated JCCP wage and hour class action settlement,

1 LOTMF acted as lead liaison counsel on behalf of dental employees, final
2 approval granted);

3 hhh. *Barron v Paragon Building Maintenance, Inc.*, Case No. BC713754 (Los
4 Angeles Superior Court) (wage and hour class action settlement on behalf of
5 janitorial employees, final approval granted);

6 iii. *Randolph v. Amazon.com LLC et. al*, Case No. 37-2017-00011078-CU-OE-
7 CTL (San Diego County Superior Court) (wage and hour class action
8 settlement on behalf of delivery drivers, final approval granted);

9 jjj. *Barnett v Trigram Education Partners, LLC*, Case No. ESX-L-006106-20
10 (N.J. Superior Court county of Essex) (wage and hour class action settlement
11 on behalf of university employees, preliminary approval pending);

12 kkk. *Dilworth v Hong Holdings, LLC* Case No. 19STCV24101 (Los Angeles
13 Superior Court) (consolidated wage and hour class action settlement on behalf
14 of gas station employees, final approval granted);

15 ll. *Winters v Two Towns Ciderhouse, Inc.* Case No. 20-cv-00468-BAS-BGS
16 (S.D. Cal.) (nationwide false advertising class action settlement on behalf of
17 consumers who purchased mislabeled products, final approval granted);

18 mmm. *Mansour v. Bumble, Inc.*, Case No. RIC1810011 (Riverside Superior
19 Court) (Largest Unruh Act class settlement in the history of statute, \$70M in
20 classwide benefits on behalf of 2 million consumers; final approval granted);

21 nnn. *Caldera v. American Medical Collection Association*, (C.D. Cal.) Case No.
22 2:16-cv-00381-CBM-AJW (TCPA class action certified by contested motion,
23 settled on classwide basis out of bankruptcy proceeding, final approval
24 granted);

25 ooo. *Hale v. Mana Pro Products, LLC*, Case No. 2:18-cv-00209-KJM-DB (E.D.
26 Cal.) (false advertising class action, final approval granted);

27 ppp. *Martinez v Mattucini Plumbing, Inc.*, Case No. 18TRCV00133 (Los
28 Angeles Superior Court) (wage and hour class action settlement on behalf of

1 plumbers, final approval granted);
2 qq. *El Nasleh v. California Spaghetti Restaurants, Inc.*, Case No.
3 CIVDS1812587 (San Bernardino County Superior Court) (consolidated wage
4 and hour class action settlement on behalf of restaurant employees settled for
5 \$1.5M, preliminary approval pending);
6 rr. *Vaccaro v Super Care, Inc.*, Case No. 20STCV03833 (Los Angeles Superior
7 Court) (CIPA class action settlement on behalf of over 50,000 consumers, final
8 approval granted);
9 ss. *Vaccaro v Delta Drugs II, Inc.*, Case No. 20STCV28871 (Los Angeles
10 Superior Court) (CIPA class action settlement on behalf of consumers,
11 preliminary approval granted);
12 tt. *Marko, et al. v. Doordash, Inc.*, Case No. BC659841 (Los Angeles County
13 Superior Court) (First-filed and co-lead counsel in consolidated gig economy
14 misclassification class action on behalf of delivery drivers, secured \$100
15 million common fund settlement, largest gig economy class settlement to date;
16 final approval granted);
17 uu. *Aleksanian, et al. v. Enrich Financial, Inc.*, Case No. BC698829 (Los
18 Angeles County Superior Court) (certified class by contested motion under
19 Credit Repair Organization Act, California Credit Services Act and Federal
20 Credit Repair Organization Act, preliminary approval pending);
21 vv. *Shankula v Ticketsale.com LLC*, Case No. 2022LA000282 (Dupage
22 County Illinois) (nationwide class action settlement on behalf of ticket
23 purchasers affected by COVID postponements and cancellations, final
24 approval granted);
25 ww. *Furman v Set and Services Resources, LLC*, Case No. 20CI000012
26 (Tehama County Superior Court) (wage and hour class action, final approval
27 granted);
28 xx. *Furman v ONP Snow Mountain LLC*, Case No. 21CI000138 (Tehama

County Superior Court) (wage and hour class action, final approval granted);
yyy. *Lopez v Motel 6 Operating, L.P.*, Case No. 56-2020-00542312-CU-OE-VTA (Ventura County) (wage and hour class action on behalf of hotel workers, final approval granted);
zzz. *Fabricant v Top Flight Financial, Inc.* Case No. 20STCV13837 (Los Angeles) (CIPA class action on behalf of recorded consumers, final approval granted);
aaaa. *Wolf v The Oaks Hotel Paso Robles, Inc.*, Case No. 19CVP-0080 (San Luis Obispo County Superior Court) (wage and hour class action on behalf of non exempt hotel employees, final approval granted);
bbbb. *Walsh v. B.P. Products North America, Inc.*, Case No. MSC21-00119 (contra costa county) (gift card act class action, final approval granted);
cccc. *Toste v Path Ventures*, Case No. 19STCV45845 (Los Angeles Superior Court) (wage and hour class action on behalf of non-exempt homeless shelter employees, final approval granted);
dddd. *Almazan v Botanx LLC*, Case No. 30-2020-01122459-CU-OE-CXC (Orange County Superior Court) (wage and hour class action on behalf of non-exempt homeless shelter employees, preliminary approval granted);
eeee. *Maynor v Western Refining Retail, LLC*, Case No. CIVSB2209052 (San Bernardino Superior Court) (wage and hour class action on behalf of gas station employees, final approval granted);
ffff. *Azzam v U.S. Telepacific Corp.*, Case No. 20STCV13325 (Los Angeles Superior Court) (PAGA case on behalf of nonexempt employees, approval granted);
gggg. *Hernandez v Bamboo Couriers, Inc.* Case No. 30-2021-01192697-CU-OE-CXC Orange County Superior Court (wage and hour class action on behalf of delivery drivers for Amazon contractor, preliminary approval pending);
hhhh. *Carter v. Osmose Utilities Services, Inc.*, Case No. CIVSB2131260 (San

Bernardino Superior Court) (wage and hour class action on behalf of telecommunications workers, final approval granted);

iii. *Serrano v Open Road Delivery Holdings Inc.*, Case No. 2:22-cv-07245-SB-AS (TCPA Class Action on behalf of 1,700 Class Members settled for \$400,000, final approval granted);

jjjj. *Bell v Redfin Corporation* Case No. 3:20-cv-02264-AJB-SBC (S.D. Cal.) (\$3 million settlement in wage and hour class action on behalf of real estate agents who were allegedly misclassified, final approval granted.

kkkk. *Tran v Sprouts Farmers Market, Inc.* Case No. 22STCV26572 (FACTA class action settled for \$5 million, preliminary approval pending);

llll. *S.C. v. Buddi US LLC*, Case No. SACV 20-01370 (C.D. Cal.) (Consumer privacy class action settled for \$500,000, final approval granted September 17, 2024);

mmmm. *Grey v. Pacific Coast Logistix*, Case No. 23CV425509 (Santa Clara County) (Wage and hour class action settled for \$350,000).

72. My office has extensive class action experience, including in wage and hour class actions such as this. We have been lead counsel, or co-lead counsel in five eight figure class action settlements, and were lead counsel over the *Marko v DoorDash* action, the largest gig economy employment class action settlement to date. We have certified roughly a dozen class actions by contested motion. We have been appointed interim lead class counsel in a number of consolidated class actions that are currently pending. We have litigated and prevailed in a number of appellate decisions in the California Court of Appeal, Eleventh Circuit, Second Circuit, and Ninth Circuit in cases involving class claims, as well as assisting with briefing in two class actions before the United States Supreme Court. I drafted the writ, was the chief drafter of the briefing, and argued an important class action before the California Supreme Court concerning the California Invasion of Privacy Act in *Smith v. LoanMe, Inc.*, 11 Cal.5th 183 (Cal. S. Ct. April 1, 2021). Prior to the appeal, we successfully petitioned for review, despite there being no split in appellate authority at the time. The unanimous decision of the Supreme Court fully and overwhelmingly sided with

our position.

73. We have been appointed class counsel in dozens of wage and hour class actions, including acting as lead counsel in several consolidated cases and JCCP cases. *See Payton v Luxe Valet*, Case No. BC588462 (LASC); *Romano v. SCI, Inc.* Case No. 2:17-cv-03537-ODW-JEM; *Chavis v. Three Group, Inc.*, Case No. 18STCV08737. *Payton* involved gig economy misclassification claims, pre-*Dynamex*, and we were able to resolve the case on favorable terms for the class and approved as class counsel. *Chavis* involved misclassification on behalf of dancers and was resolved as a PAGA claim, with approval granted. *Romano* was heavily litigated, through multiple motions to dismiss and a summary judgment motion, and involved three class certification motions (one of which post-dated *Dynamex*), as well as a second action filed by my office on behalf of another class representative, which was thereafter consolidated, before it was finally settled on a class-wide basis. The case involved the misclassification of outside salespersons and involved both class and PAGA claims. The settlement was approved over objections. We were also co-lead counsel on a \$100 million mega settlement recently approved by Judge Hogue in the *Marko v Doordash* independent contractor misclassification case, in which we were first-filed.

74. My firm also certified the following cases as class actions by contested motion and was appointed class counsel. I wrote the certification briefs for the majority of these cases:

- a. *Anne Wolf v. Hewlett Packard Company*, Case No. 5:15-cv-01221-TJH-GJS (C.D. Cal.) (class action certified by contested motion on behalf of tens of thousands of class members who purchased printer that was falsely advertised to include Smart Install feature);
- b. *Caldera v. American Medical Collection Association*, Case No. 2:16-cv-00381-CBM-AJW (C.D. Cal.) (TCPA class action certified by contested motion);
- c. *Alfred Zaklit, et al. v. Nationstar Mortgage LLC*, Case No. 5:15-cv-02190-CAS-KK (C.D. Cal.) Cal. Penal Code § 632.7 class action certified under Rule 23(b)(2) and (b)(3) on behalf of class members whose calls were recorded without knowledge or consent);
- d. *D'Angelo Santana v. Rady Children's Hospital*, Case No. 37-2014-00022411-CU-

- 1 MT-CTL (San Diego County Superior Court) (Confidentiality of Medical
2 Information Act, Cal. Civ. Code § 56, *et seq.*);
- 3 e. *Edward Makaron v. Enagic USA, Inc.*, Case No. 2:15-cv-05145-DDP-E (C.D. Cal.)
4 (TCPA class action certified on behalf of approximately 2,000,000 class members
5 under Rule 23(b)(2) and 23(b)(3));
- 6 f. *Rodriguez v. Experian Information Solutions, Inc., et al.*, Case No. 2:15-cv-01224-
7 RAJ (W.D. Wash.) (FCRA class action for improper credit pulls; certified under Rule
8 23);
- 9 g. *Sheena Raffin v. Medicredit, Inc., et al.*, Case No. 2:15-cv-04912-MWF-PJW (C.D.
10 Cal.) (Cal. Penal Code § 632.7 class action certified by Hon. George H. King Ret.
11 under Rule 23(b)(2) and (b)(3) on behalf of class members whose calls were recorded
12 without knowledge or consent);
- 13 h. *Stemple v. QC Financial Services Group of California, Inc.*, Case No. 3:12-cv-01997-
14 CAB-WVG (S.D. Cal.) (certified class achieved by motion, and subsequent class-
15 wide settlement);
- 16 i. *Abdeljalil v. General Electric Capital Corporation*, Case No. 12-CV-02078-IEG-
17 RBB (S.D. Cal.) (certified class achieved by motion, and subsequent class-wide
18 settlement);
- 19 j. *Aleksanian, et al. v. Enrich Financial, Inc.*, Case No. BC698829 (Los Angeles
20 County Superior Court) (certified class under Credit Repair Organization Act,
21 California Credit Services Act and Federal Credit Repair Organization Act);
- 22 k. *Noohi v Johnson & Johnson Consumer, Inc.*, Case No. 2:20-cv-03575-TJH-JEM
23 (Central District Cal.) (false advertising mislabeling class action certified on behalf
24 of purchasers of oil free face moisturizer, alleging product contained oils);
- 25 l. *Bazarganfard, et al. v. Club 360 LLC, et al.*, Case No. 2:21-cv-02272-CBM-PLAx
26 (C.D. Cal.) (EFTA class action certified on behalf of a class of gym members,
27 alleging unauthorized electronic funds transfers during Covid-19 pandemic);
- 28 m. *Guzman, et al. v. Polaris Industries, Inc., et al.*, Case No. 8:19-cv-01543-FLA
(KESx) (C.D. Cal.) (false advertising class action certified on behalf of purchasers of
utility vehicles alleging that advertisements regarding vehicles' rollover protection

capabilities were inaccurate);

n. *Berlanga v. Polaris Industries, Inc.*, Case No. 2:23-cv-01543-FLA (KESx) (C.D. Cal.) (false advertising class action certified on behalf of purchasers of utility vehicles alleging that advertisements regarding vehicles' rollover protection capabilities were inaccurate).

Damage and Risk Analysis

75. The Settlement provides meaningful relief to absent Class Members. The Claims Administrator will send checks to each Participating Class Member for the amount of his or her Individual Class Payment and each Aggrieved Employee his or her Individual PAGA Payment. Assuming 100% participation and with an average pre-tax estimated payment, those Participating Class Member will receive on average \$555.07. This average payment was calculated by taking the current estimate of the Net Settlement Amount (\$140,433.33), inclusive, and dividing it equally between 253 Class Members ($\$140,333.33/253 = \555.07). This settlement also represents an average payment of \$32.92 per workweek ($\$140,433.33/4265 = \32.92). I believe it is fair and reasonable as the claims for Class Members are substantively similar, despite the rate of pay differences (which are minimal) and given that this is reflective of the damages each individual would be entitled to at trial on average as a result therefrom.

76. I stand fully behind the damages analysis that my office conducted which formed the basis for the parties' negotiated settlement.

77. In conducting settlement discussions, for the Class and PAGA periods, Defendant provided the total number of Class Members, Aggrieved Employees, workweeks at issue, and average rates of pay. Defendant also produced employee handbooks and policies.

78. Plaintiff, through counsel, estimated Defendant's potential exposure in this case by using records provided by Defendant in discovery and in the course of the mediation. Defendant provided copies of all policies and procedures documents relating to timekeeping, payroll, breaks, as well as information about the system used to keep track of time, and also provided information regarding practices as to breaks, as well as legal theories regarding possible defenses to merits and certification issues. This information, along with the experiences of Plaintiff, were used to prepare the damages analysis used at mediation.

1 79. In advance of the mediation, I personally conducted a damages analysis of the
2 class members. I prepared this analysis by interviewing my client extensively about her
3 experiences, and also by reviewing the records provided by Defendant. After reviewing the
4 production, and discussing the case with my client, there arose numerous theories of liability,
5 each of which were fully investigated and damage calculations were made for each of these
6 avenues.³

7 80. My client Ms. Furman, in her capacity working for Defendant, was intimately
8 familiar with the experiences of her co-workers, acting as my eyes and ears, and providing
9 trustworthy accounts and estimates of the amount of time it realistically took to accomplish these
10 off the clock tasks on an average basis. I also spoke to other class members, who expressed
11 similar experiences.

12 81. There were four general buckets of alleged liability in the case:

- 13 a. Class members were not paid for all time worked, including travel;
- 14 b. Class Members did not receive duty free meal and rest breaks;
- 15 c. Class Members were not paid any overtime or double time; and
- 16 d. Derivative penalties under a variety of Labor Code sections, including
17 PAGA.

18 82. Throughout investigation and leading up to mediation, which included informal
19 discovery, several factual and legal defenses arose which made it clear that there were substantial
20 risks with the theories upon which we were pursuing the case, both to merits and certification
21 issues.

22 83. One significant issue was that Defendant raised a merits argument due to Class
23 Members purportedly being classified as agricultural workers exempt from overtime
24 compensation. While Defendant operates as a working farm, it also operates seasonally as an
25 recreational park with a train ride, pony rides and other games for family entertainment, it does
26 operate several agricultural-related businesses, including for example caring for livestock. This

27 _____
28 ³ Several legal and factual theories were investigated in addition to those theories described
herein, but they either did not pan out factually or legally, or resulted in such de minimis damages
that they were not the subject of negotiations at mediation.

1 presented a merits issue that—should Defendants have prevailed on—could have eliminated a
2 substantial amount of the claims at issue. Moreover, this further presented a challenge to class
3 certification, as Defendant undoubtedly would argue that the extent to which individual class
4 members engaged in agricultural work, as opposed to Plaintiff’s position it is amusement park
5 work, an individualized issue that prevents class certification under the predominance standard.

6 84. While Plaintiff disagreed with this view, it is undeniable that this was a very strong
7 merits challenge to Plaintiff’s position and there was a large merits risk to some of her theories.
8 This warranted a heavy reduction in the valuation of the overtime claims and related penalties.

9 85. Defendant would also take the position that under *Brinker Restaurant Corp. v.*
10 *Superior Court*, 53 Cal.4th 1004 (2012), it merely needed to provide a meal or rest break, which
11 it did through its policies. Determining whether a break was adequately provided or not to any
12 given employee, according to Defendants, would be an individualized inquiry, which necessitated
13 looking at the circumstances of why they took a late or short break, or not one at all. Defendants
14 would argue that such circumstances defeated class certification under the predominance
15 standard. Thus, there was a strong procedural defense to class certification on the break claims
16 as well, which also was a merits defense. Given that the Class Members I spoke to prior to
17 mediation had different experiences regarding breaks, I felt there was legitimacy to this position.
18 And while we could raise arguments, it would ultimately come down to the discretion of a trial
19 court, which is not a position I like being in when it comes to taking risks with the rights and
20 money of absent class members.

21 86. Regarding time off the clock, the allegation was that Defendant did not pay for
22 time walking to and from personal RVs parked on property. Defendant’s position was not all
23 employees lived on site and had to walk to and from their RVs, and moreover employees were
24 not required to go to their personal RVs on breaks as employees could go to the break room or
25 off property. These were both merits and certification defenses that presented additional risk.
26 They were also issues we investigated with the class members we spoke to, and they had differing
27 answers, raising concerns about class certification and damages. While Plaintiff had damages
28 methodologies to present at certification for feasibly determining damages, there was legitimate

1 risk to this claim, and certification here to ultimately also came down to the discretion of a trial
2 court.

3 87. We as Class Counsel, had to make an informed calculated decision about how to
4 balance these risks. Informed and very well-established wage and hour class action lawyers who
5 have overseen some of the largest class action settlements in California wage and hour history,
6 with the help of a neutral mediator who has firsthand experience with these types of cases, made
7 an informed decision. The mediation had to be resolved by a mediator's proposal. It was a hard-
8 fought negotiation that resulted in a fair settlement.

9 88. All of the remainder of the claims carried risk based on their derivative nature,
10 which are further described below.

11 *Potential Class Damages*

12 89. I ran calculations for what I believed to be the maximum potential recoverable
13 damages. Based on these calculations, I determined the potential recoverable amount of
14 approximately \$1,864,000 for all of the claims at issue in the case for the Class. All of our
15 calculations were based on a production of documents, data, metrics and other information from
16 Defendant, combined with our discussions with class members about their experiences, and an
17 assessment of the legal claims at issue under our damages theories.

18 90. For unpaid meal and rest break premiums, I calculated an amount of approximately
19 \$600,000. This was not reflective of the actual damages suffered for the Class, but rather,
20 represented an outcome that was likely if we certified the class, and also won on the merits as to
21 both meal and rest breaks. As was indicated by the Class Members we spoke to, however, not
22 every Class Member experienced the same meal and rest break violations that Plaintiff did,
23 casting doubt on the exact accuracy of this figure.

24 91. For off the clock claims I calculated damages for the Class of approximately
25 \$315,000.

26 92. I calculated unpaid overtime and double time damages at approximately \$133,000.
27 This was our strongest claim in my opinion, and one which I felt strongly that if we could get the
28 Class at least this amount, it would be a fair settlement.

1 93. I also calculated maximum damages available for § 203, § 226, and PAGA
2 penalties, which derived from the meal and rest break claims. I used the average rates of pay, and
3 the total number of pay periods to make these calculations. Such figures were provided to me by
4 Defendants in the course of mediation.

5 94. I calculated § 226 damages at approximately \$160,000.

6 95. I calculated § 203 damages at approximately \$336,000, but this figure assumes
7 both that every employee was owed lost wages, and that the circumstances satisfied the
8 willfulness standard. In my opinion, certifying this claim *and* winning on willfulness would have
9 been a long shot. Therefore, this figure did not significantly factor into my fairness analysis for
10 the Class. That is not to say that I did not place value on it, merely to say that realistically
11 speaking, it was not the primary focus of negotiations.

12 96. PAGA damages were calculated at approximately \$320,000. I considered these
13 damages as a factor in settlement but I believe reductions are warranted because the violations
14 were generally not predatory in nature. I believe PAGA damages would likely have been reduced
15 by 70% at trial if we prevailed based on my assessment of the facts, the size of Defendant's
16 operation, the nature of the violations, as well as my review of PAGA judgments where Courts
17 have reduced full penalties. This is the non-stacking penalty. I have found at mediation that
18 stacking PAGA penalties with small employers is not an effective or realistic tool to achieving
19 settlement and courts in my experience rarely grant stacked penalties in any event.

20 97. In sum, the maximum damages that could likely have been substantiated at trial
21 by Plaintiff on behalf of the Class would be approximately \$1,864,000. However, a substantial
22 reduction of this figure was warranted for a number of reasons, discussed above.

23 98. Given the substantial risks, I believe the amount recovered in this case, which is
24 (after application of the escalator clause) approximately 14% of the potential maximum recovery
25 that Plaintiffs calculated in their damages analysis, is a fair and reasonable outcome for the Class.

26 99. The risks in this case were quite high from a certification standpoint, and merits
27 standpoint. Certification was challenging based on the written policies and the fact that the
28 experiences of Plaintiff were dependent on what she went through which were in some respects

contradicted by the experiences of other Class Members we spoke to. Merits were in flux, and damages would unquestionably be reduced from our soaking wet analysis.

100. It was very important to me that the employees were able to recover compensation for what I and my client believed were substantive violations of the Labor Code which cost employees money out of pocket. I negotiated as much as I possibly could on this front, and used best efforts and judgment to weigh the risks against the potential of recovery.

101. Adjusting for these risks, I believe an adjusted risk value applied to the maximum potential recoverable damages of 14% is fair and reasonable. For these reasons, the settlement reached is fair and reasonable. Class Members are being compensated now, with no risk of prolonged litigation, and without the risk of getting nothing based on Defendant's good faith legal and factual arguments. Ultimately, Class Members will receive meaningful relief in the form of an average of a \$555.07 payout each, which is in line with—if not better than—other wage and hour class action settlements that I have been a part of, where final approval was granted.⁴

102. The Class Members and aggrieved employees in this matter are seasonal workers who typically worked for Defendant for eight to ten weeks out of the year. This is why the relative number of pay periods is low, and as a result a per-Class Member payout metric does not paint a full picture. The average payout per pay period is \$32.92 (\$140,433.33/4265 pay periods = \$32.92).

103. The proposed awards of attorneys' fees of 1/3 of the common fund (\$86,666.67) and costs of up to \$10,000.00 are well within the range of reasonableness and warrant this Court's preliminary approval. This is especially so in view of Plaintiff's attorneys' efforts and risks in pursuing this case, and the results achieved (i.e., obtaining a favorable class-wide resolution in the face of a highly uncertain, and ever-evolving, legal landscape as to core issues in this case). Fee awards of one third of the maximum Settlement Fund have been consistently approved as reasonable based on my experience in numerous wage and hour class action matters, which I will describe in greater detail at Final Approval.

⁴ This figure is calculated as the Net Settlement Amount (i.e., after reductions for attorney's fees, Administrator's fees, and service award—\$140,433.33), divided by the number of Class Members (253).

104. This Court should preliminarily approve the proposed Incentive Award of up to \$5,000.00 to Plaintiff. Here, Plaintiff advanced the interests of the Class by, among other things, speaking extensively with counsel on numerous occasions to help identify and develop the claims in this case, providing documents pertinent to the claims of the Class Members, participating in the mediation, providing documentation which supported the class action, and carefully reviewing the Settlement and related documents. Plaintiffs also risked being required to pay Defendant's costs if this action had been unsuccessful. Further, Plaintiff took the personal risks of potentially facing intrusive discovery and disclosure to future employers that he sued a former employer after ten years of employment, making his future uncertain—especially for purposes of finding future job positions. Finally, Plaintiff is agreeing to a much broader release of claims than other Class Members. Plaintiff attended mediations and discussed the case extensively with counsel, as well as having provided many of the documents used to convince Defendant to mediate the matter.

105. The difficulties inherent in certifying the class and then prevailing on the merits to recover these damages for Class Members, in addition to the years of litigation both would require and the only-marginally-better results projected, clearly favor settlement over continuing to litigate.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed in Orange, California, on January 10, 2025.


Adrian R. Bacon

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EXHIBIT A

Todd M. Friedman (SBN 216752)
tfriedman@toddfllaw.com
Adrian R. Bacon (SBN 280332)
abacon@toddfllaw.com
Matthew R. Snyder (SBN 350907)
msnyder@toddfllaw.com
Law Offices of Todd M. Friedman, P.C.
21031 Ventura Blvd. #340
Woodland Hills, CA 91364
Phone: (323) 306-4234
Fax: (866) 633-0228

Attorneys for Plaintiff
LOUISE FURMAN

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

LOUISE FURMAN, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE LEMOS FAMILY FARM INC.; and
DOES 1 to 50, inclusive,

Defendants.

CASE NO.: 23CIV04280

*[Assigned for all purposes to the
Honorable Nicole S. Healy]*

STIPULATED SETTLEMENT

Complaint filed: September 12, 2023
Trial date: None set

1 Subject to final approval by the Court, this is a stipulated settlement of a class and
2 representative action (the “Agreement”). This Agreement is made by and between Plaintiff
3 Louise Furman (“Plaintiff”), individually, the “Settlement Class Members” (defined below),
4 and all “Aggrieved Employees” (defined below), on the one hand and Defendant The Lemos
5 Family Farm Inc. (“Defendant”), on the other.

6 **I. DEFINITIONS**

7 For ease of reference, this section defines some, but not all, terms used herein. Unless
8 otherwise defined, the following terms used in this Agreement shall have the meanings
9 ascribed to them as set forth below:

10 A. Action: *Louise Furman v. The Lemos Family Farm Inc., et al.*, Case No.
11 23CIV04280, originally filed September 12, 2023 in the San Mateo County
12 Superior Court, and encompasses, but is not limited to, all claims alleged in the
13 Operative Complaint, *infra*. (“**Action**”)

14 B. Aggrieved Employees: all Class Members, *infra*, employed during the PAGA
15 Period, *infra*, and eligible to participate in a settlement of the claims brought under
16 the Private Attorneys General Act of 2004 (“PAGA”) in the Action.

17 C. Attorneys’ Fees: Eighty-Six Thousand Six Hundred and Sixty-Six Dollars
18 (\$86,666.67), or one-third (1/3) of the Settlement Fund, *infra*, plus Class Counsel’s
19 expenses [an amount to be determined by Class Counsel’s (defined below) billing
20 statement], subject to the Court’s approval.

21 D. Claims Administration Expenses: Phoenix Class Action Administration Solutions
22 (“Phoenix” or the “Claims Administrator”), *infra*, will send the Class Notice, *infra*,
23 and Class Member, *infra*, payments by first-class mail. The postage and printing
24 costs for the Notices, and the postage costs for mailing the payments, shall be paid
25 out of the Settlement Fund. Any other administrative costs related to Class
26 Administration also will be paid out of the Settlement Fund.

27 E. Claims Administrator or Settlement Administrator: Phoenix will be responsible for
28 the administration of all class claims, including mailing the Class Notices, *infra*,

1 receiving and administering any opt-outs, receiving any objections, and printing
2 and mailing the settlement checks.

3 F. Class Counsel: Todd M. Friedman, Adrian R. Bacon, Meghan E. George and
4 Matthew R. Snyder, Law Offices of Todd M. Friedman, P.C., 21031 Ventura Blvd.,
5 Suite 340, Woodland Hills, CA 91364.

6 G. Class Members: all individuals who were employed by Defendant as a non-exempt
7 employee in California during the Class Period, *infra*.

8 H. Class Notice: the Notice of Class Action Settlement, mailed to all Class Members
9 as set forth herein. Notice will be mailed in Spanish.

10 I. Class Period: September 12, 2019 through the date of Preliminary Approval.

11 J. Court: San Mateo County Superior Court.

12 K. Defendant: The Lemos Family Farm Inc., the named defendant in the Action.

13 L. Defense Counsel: April S. Glatt and Natalia Cañas, Chauvel & Glatt, LLP, 66
14 Bovet Rd., Suite 280, San Mateo, CA 94402.

15 M. Effective Date: means the date by when both of the following have occurred: (a) the
16 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and
17 (b) the Judgment is final The Judgment is final as of the latest of the following
18 occurrences: (i) if no Participating Class Member objects to the Settlement, the day the
19 Court enters Judgment; (ii) if one or more Participating Class Members objects to the
20 Settlement, the day after the deadline for filing a notice of appeal from the Judgment;
21 or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court
22 affirms the Judgment and issues a remittitur. .

23 N. Gross Settlement Amount (GSA): Two Hundred Sixty Thousand Dollars
24 (\$260,000).

25 O. Individual Settlement Share: the individual shares of the Net Settlement Amount,
26 *infra*, inclusive of any taxes withheld, that shall be paid to each Participating Class
27 Member, *infra*, the calculation of which is provided herein (Sec.III.E.5)
28

- 1 P. Net Settlement Amount (NSA): the Gross Settlement Amount, less the following
2 payments in the amounts approved by the Court: Plaintiff's Service Award (defined
3 below), Attorneys' Fees, Attorneys' Expenses, Claims Administration Expenses,
4 and the PAGA Allocation (defined below). The payment of employee and
5 employer-side taxes on the portion of the settlement shares earmarked as wages
6 shall be paid out of the Net Settlement Amount. Thus, the individual settlement
7 shares that are paid out of the Net Settlement Amount shall be reduced by the
8 employee's tax liability for the share.
- 9 Q. Operative Complaint: the Complaint filed in the Action in San Mateo County
10 Superior Court on September 12, 2023, Case No. 23-CIV-04280.
- 11 R. Opt Out / Objection Period: Class Members shall have sixty (60) days from the
12 date Class Notice is first mailed to object to or exclude themselves from the
13 Settlement. In the event of a re-emailing, the deadline shall be extended by an
14 additional 60 days. Neither party shall encourage any Class Member to object to
15 or opt out of the Settlement.
- 16 S. PAGA Allocation: Ten Thousand Dollars (\$10,000) for all outstanding PAGA
17 claims against Defendant, to be allocated as penalties under PAGA to Aggrieved
18 Employees, of which 75% shall go to the LWDA, and 25% shall go to the
19 Aggrieved Employees.
- 20 T. PAGA Period: December 21, 2021 through the date of the Preliminary Approval.
- 21 U. Participating Class Members: all Class Members who do not timely opt-out of the
22 Settlement.
- 23 V. Parties: Defendant, Plaintiff, and Participating Class Members.
- 24 W. Plaintiff: Louise Furman, the named plaintiff and class representative in the Action
25 and PAGA representative.
- 26 X. Preliminary Approval: Class Counsel shall draft and file a motion for preliminary
27 approval within ninety (90) days of execution of the Agreement.
28

- 1 Y. Qualifying Pay Periods: the total number of pay periods within the Class Period
2 during which a Class Member worked for Defendant based on Defendant's records,
3 excluding leaves of absence and vacation.
- 4 Z. Released Claims: Putative class members who do not opt out of the settlement will
5 release all known claims, demands, rights, liabilities, and/or causes of action
6 asserted at any time in the Action based on the facts or laws alleged in the
7 Complaint. Specifically, this includes any claims that during the Class Period and
8 or PAGA Period, Defendant had at any time: 1) failed to pay wages, including
9 minimum wages; 2) failed to pay overtime and/or double-time wages; 3) failed to
10 provide timely, full, and uninterrupted rest breaks or a penalty payment in lieu
11 thereof; 4) failed to provide timely, full, and uninterrupted meal periods or a
12 penalty payment in lieu thereof; 5) failed to provide recovery periods 6) failed to
13 provide accurate itemized wage statements; 7) failed timely to pay wages or pay
14 all wages due upon termination of employment; 8) failed to provide restitution for
15 unpaid sums; 9) failed to maintain accurate records; 10) violated the Unfair
16 Competition Law, Bus. & Prof. Code § 17200, *et seq.*; and 11) owed penalties
17 pursuant to PAGA, Labor Code § 2698, *et seq.*, including under Labor Code § 558,
18 predicated on any of the Labor Code sections identified in Plaintiff's PAGA Notice
19 letter and attached complaint thereto. This also includes claims for failure to pay for
20 pre- or post-shift work, failure to pay for commute time, failure to pay wage guaranteed
21 or wages at the agreed upon rate and/or failure to calculate wages due at the applicable
22 statutory and/or regular rate of pay or compensation, failure to pay wages semi-monthly
23 at designated times, failure to pay all wages due upon termination, failure to provide
24 and/ or maintain copies of accurate itemized wage statements, failure to maintain
25 records of hours worked and/or accurate payroll records, and/or for penalties (regardless
26 of the recipient), failure to provide meal periods, failure to provide rest periods, failure
27 to provide recovery periods, damages, interest, costs or attorneys' fees, and violations
28 of any local, state or federal law, whether for economic damages, non-economic

1 damages, liquidated, or punitive damages, restitution, tort, contract, equitable relief,
2 injunctive or declaratory relief, that occurred during the applicable Class Period and
3 arising from the facts that were alleged in the written notice sent to the Labor &
4 Workforce Development Agency pursuant to California Labor Code § 2699.3(a)(1) or
5 the Operative Complaint, including claims under any common laws, contract, Fair
6 Labor Standards Act (“FLSA”) the latter specifically evidenced by the cashing of their
7 payment provided pursuant to this settlement , the California Business & Professions
8 Code Sections 17200, *et seq.* (“UCL”) predicated on any act alleged in the complaint, ,
9 and the California Private Attorneys General Act of 2004, Labor Code Sections 2698, *et*
10 *seq.*, to the extent such facts are asserted in the PAGA notice. (collectively, the
11 “Released Claims”). Except as set forth above, Released Claims does not include
12 any other claims, including claims for vested benefits, wrongful termination,
13 violation of the Fair Employment and Housing Act, unemployment insurance,
14 disability, social security, workers’ compensation, or claims based on facts
15 occurring outside the Class Period. The period of the Released Claims for Class
16 Members shall cover the Class Period and for Aggrieved Employees the PAGA
17 Period. The Parties agree that the judgment, and release of claims provided herein,
18 shall have *res judicata* effect.

19 AA. Released Parties: Defendant and its past and present parent companies,
20 subsidiaries and affiliates, owners, and their respective present and former officers,
21 directors, stockholders, agents, employees, insurers, co-insurers, reinsurers,
22 attorneys, accountants, auditors, advisors, registered representatives, consultants,
23 pension and welfare benefit plans, plan fiduciaries, administrators, trustees,
24 partners, predecessors, successors, assigns, Robert Lemos, an individual, Frank
25 Lemos, an individual, and any other persons acting by, through, under, or in
26 concert with any of them.

27 BB. Service Award: Plaintiff shall seek a service award up to the amount of Five
28 Thousand Dollars (\$5,000), to be paid out of the Gross Settlement Amount subject

1 to Court Approval. The award is in addition to the Plaintiff's Individual Settlement
2 Share.

3 CC. Settlement: the disposition of the Action pursuant to this Agreement.

4 DD. Settlement Fund: if no objection to the Settlement is made, Defendant shall
5 provide the Gross Settlement Amount to the Claims Administrator within sixty (60
6 days from the Effective Date. The payment of all Individual Settlement Shares,
7 Claims Administration Expenses, Attorneys' Fees, Attorneys' Expenses, and
8 Service Awards, shall be made by the Claims Administrator to the Class, and Class
9 Counsel within fifteen (15) days of the date the Settlement was funded.

10 II. BACKGROUND

11 On September 12, 2023, Plaintiff filed a Class Action Complaint on behalf of herself
12 and all individuals who are currently and have been employed in California by Defendants as
13 a non-exempt seasonal employee during the Class Period, and whose working conditions are
14 not controlled by a collective bargaining agreement which the parties agreed to expand to all
15 nonexempt employees who worked for Defendant for, *inter alia*, Defendant's alleged failure
16 to pay premium wages for missed, late, and/or interrupted meal and rest periods, failure to
17 provide recovery periods, failure to pay regular wages, failure to pay premium wages for all
18 overtime hours worked, failure to provide accurate itemized wage statements, and failure to
19 pay all wages due upon termination. Plaintiff also alleged a cause of action under the Unfair
20 Competition Law ("UCL"), Bus. & Prof. Code § 17200, *et seq.*, arising from the alleged Labor
21 Code violations. Plaintiff's Complaint also included a cause of action under PAGA, Labor
22 Code § 2698, *et seq.*, on behalf of all aggrieved employees employed during the PAGA
23 Period.

24 The Parties agreed to attend private mediation. In advance of mediation, Defendant
25 provided Plaintiff's counsel with relevant information regarding the Class Members and the
26 Aggrieved Employees, including at least a ten percent (10%) sample of the Class Members
27 and Aggrieved Employees' timekeeping and payroll records, aggregate pay period data
28 broken down by year and number of pay periods worked by every employee employed during

1 the Class and PAGA Period. The information provided by Defendant demonstrated that the
2 Aggrieved Employees worked, on average, approximately 11 pay periods. On June 26, 2024,
3 after extensive investigation discovery by Plaintiff's counsel, the Parties participated in
4 mediation with Mr. John Adler of Judicate West. After a full day of negotiation and exchanges
5 of information, the Parties were unable to settle the matter but requested that Mr. Adler
6 provide them with a mediator's proposal. Mr. Adler provided his proposal the following
7 morning, Thursday, June 27, 2024, and the Parties all accepted Mr. Adler's proposal on
8 Friday, June 28, 2024.

9 Plaintiff and Class Counsel concluded, after taking into account the disputed factual
10 and legal issues involved in this Action, the risks attendant to further prosecution, the
11 discovery (interrogatories, production of documents, several meet & confers) conducted to
12 date, and the substantial benefits to be received pursuant to the proposed terms, that settlement
13 as set forth herein was in the best interests of the Class Members.

14 Plaintiff and Class Counsel are cognizant of problems they face with respect to their
15 burden of proof, many of which were discussed during the mediation and about which Mr.
16 Adler provided valuable insight. Plaintiff and Class Counsel believe that the Settlement is
17 fair and confers substantial benefits on the Class Members that include certain and meaningful
18 recovery in the near term. Defendant and Defense Counsel also concluded that there were
19 benefits associated with settling. Substantial amounts of time, energy, and resources of
20 Defendant have been and, unless this Settlement is made, will continue to be devoted to the
21 defense of the claims asserted by Plaintiffs. Based on the disputed factual and legal issues
22 involved in the Action, the risks attendant to further defense, the expense and burden of
23 protracted litigation, and Defendant's desire to put the controversy to rest, Defendant and
24 Defense Counsel believe that the Settlement on the terms hereinafter set forth is in
25 Defendant's best interest. With the mediator's assistance, therefore, the Parties determined
26 that the terms and conditions set forth in this Agreement are fair, adequate, and reasonable.
27 Nothing in this Stipulated Settlement is intended or should be construed as an admission by
28 Defendant that any of the allegations in the Action have merit or that Defendant has any liability

1 for any Claims asserted; nor should it be intended or construed as an admission by Plaintiff that
2 Defendant's defenses in the Action have merit.

3 5.1 This Settlement contemplates the entry of a Final Order approving settlement of
4 Class Action and discharge of all Parties and their respective counsel from liability for the
5 Released Claims. The Judgment and Final order shall have a res judicata effect and bar
6 Plaintiff and each Participating Class Member from bringing any action asserting Released
7 Claims. The Parties agree that class certification and representative treatment is for purposes
8 of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final
9 Approval or enter Judgment, Defendant reserves the right to contest certification of any class
10 for any reasons, and Defendant reserves all available defenses to the claims in the Action,
11 and Plaintiff reserves the right to move for class certification on any grounds available and
12 to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
13 settle the Action will have no bearing on, and will not be admissible in connection with, any
14 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

15
16 **III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF**
17 **SETTLEMENT**

18 **Appointment of Claims Administrator.** Solely for the purposes of this Settlement,
19 the Parties stipulate and agree that Phoenix shall be retained to serve as Claims Administrator.
20 The Declaration of Jodey Lawrence of Behalf of Phoenix, articulating Phoenix's
21 qualifications to serve as Claims Administrator and Phoenix's quote, was filed by Class
22 Counsel on December 18, 2024. The Claims Administrator shall be responsible for preparing,
23 printing, (in English & Spanish) and mailing the Notice to the Putative Class Members;
24 keeping track of any objections or requests for exclusion from Class Members; performing
25 skip traces and re-mailing Notices and Individual Settlement Shares to Class Members;
26 calculating any and all payroll tax deductions as required by law; calculating each Class
27 Member's Individual Settlement Share; providing weekly status reports to Defendant's
28 Counsel and Class Counsel, which is to include updates on any objections or requests for

1 exclusion that have been received; providing a due diligence declaration for submission to
2 the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to
3 Participating Class Members; distributing the Attorney Fee Award and Cost Award to Class
4 Counsel; printing and providing Class Members and Plaintiff with W-2s and 1099 forms as
5 required under this Agreement and applicable law; providing a due diligence declaration for
6 submission to the Superior Court upon the completion of the Settlement; providing any funds
7 remaining in the QSF as a result of uncashed checks to Bay Area Legal Aid of San Mateo
8 County, in the amounts directed per this Settlement, including the administration of related
9 tax reimbursements; and for such other tasks as the Parties mutually agree. The Parties each
10 represent that they do not have any financial interest in the Settlement Administrator or
11 otherwise have a relationship with the Settlement Administrator that could create a conflict
12 of interest. The Parties and their respective counsel shall take all steps that may be requested
13 by the Court relating to the approval and implementation of this Agreement and shall
14 otherwise use their respective best efforts to obtain Court approval and implement this
15 Agreement. The procedure for obtaining Court approval of and implementing this Agreement
16 shall be as follows:

17 **A. Preliminary Approval**

18 Class Counsel will submit this Agreement to the Court for Preliminary Approval. The
19 Court's Preliminary Approval of this Agreement shall be embodied in an Order Granting
20 Preliminary Approval of Class Action Settlement and PAGA Settlement, which shall include
21 the following: Certification of the Settlement Class for settlement purposes only; appointing
22 Class Counsel for settlement purposes only; setting the Final Fairness and Approval Hearing;
23 and approval for the Notice of Class Action Settlement, *infra*.

24 **B. Notice of Settlement to Class Members**

25 The Claims Administrator shall disseminate to Class Members, by first-class United
26 States mail as described in this Section III(B), the Class Notice and the Opt-Out form, which
27 the Parties will ask the Court to approve in the forms attached hereto as Exhibit A, and Exhibit
28 B ("Opt-Out form") both in English and Spanish.

1) Class Notice.

Notice shall be provided to Class Members in the following manner:

- a. No later than twenty (20) days after the Court grants Preliminary Approval of this Settlement, Defendant will provide the Claims Administrator a confidential list of all Class Members (the "Class List"). The Class List shall state the social security numbers and the last known home address for each such Class Member. The Class List shall also state the dates of employment worked by each such Class Member during the Class Period and/or PAGA Period as indicated in Defendant's respective records and number of pay periods.
- b. Within ten (10) days of receipt of the Class List from Defendant, the Claims Administrator shall mail the Notice of Class Settlement ("Notice") and the Opt-Out form by First-Class United States mail, postage prepaid, to the last known address of each Class Member, or, in the case of Class Members known to be deceased, to the legal representative of the estate. This Notice shall be written in English and Spanish.
- c. The Claims Administrator shall also mail, with the Notice of Class Settlement, a Statement of Weeks Worked in the form attached hereto as Exhibit C that will state the dates the recipient Class Member worked during the Class and/or PAGA Period, as indicated in Defendant's records, and the pay periods that each Class Member worked during the Class and/or PAGA Period.
- d. With respect to those Class Members whose Notice of Class Settlement is returned as undeliverable, the Claims Administrator shall promptly attempt to obtain a valid mailing address by use of the Equifax NCOA ("National Change of Address") database search and skip trace. If another address is identified, the Claims Administrator shall immediately

thereafter send the Class Notice and Opt-Out form by first class mail to the new address.

e. All costs associated with paying, processing and administering this Settlement, whether foreseen or not, shall be paid from the Gross Settlement Amount.

f. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.

2) Declaration of Compliance.

No later than thirty (30) days before the Final Fairness and Approval Hearing, the Claims Administrator shall provide Defense Counsel and Class Counsel with a Declaration attesting to completion of the notice process (except for any ongoing attempt to obtain valid mailing addresses for, and the re-sending of, any returned Class Notices), including the steps set forth in Section III(B) ("Declaration of Compliance"), which shall be filed with the Court by Class Counsel with the Final Approval Motion.

Compliance with the procedures described in this Section shall constitute due and sufficient notice to Class Members of this proposed Settlement and the Final Fairness and Approval Hearing, shall not be subject to objection or collateral attack by any person or entity, and shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the Claims Administrator to provide notice of the proposed Settlement and the Final Fairness and Approval Hearing.

C. Responses to Notice

This is an all-in, non-reversionary settlement, and each Class Member is entitled to receive an Individual Settlement Share, subject to the terms of this Agreement, without "opting in" to the settlement. Each Class Member has three (3) options: 1) do nothing, thereby

1 participating in the settlement and releasing the Released Claims and Released Parties as set
2 forth herein; 2) request to be excluded; or 3) object to the settlement.

3 1) Option 1: Do Nothing.

4 By doing nothing, the Class Member becomes a Participating Class Member and will
5 be entitled to participate in the settlement and receive his or her Individual Settlement Share
6 and will be deemed to have released the Released Claims as to the Released Parties.

7 2) Option 2: Request for Exclusion from Settlement.

8 Any person who receives a Notice of Class Settlement may request to be excluded
9 from the Class by submitting the postage pre-paid Opt-Out form (Exhibit B). Any such
10 request must be made in accordance with the terms set forth in the Class Notice and will be
11 timely only if postmarked no later than sixty (60) days after the date of mailing of the Class
12 Notice by the Claims Administrator (the “Response Deadline”). In the case of remailing, the
13 Response Deadline will be extended by an additional 60 days.

14 Any request for exclusion received that is postmarked after the Response Deadline
15 will be considered untimely and invalid. The Settlement Administrator will inform the Parties
16 of the late opt-out and the Settlement Administrator will send the Class Member a notice,
17 informing the Class Member his or her request for exclusion was untimely, invalid, and that
18 the Class Member remains included in the Settlement.

19 3) Option 3: Objections to Settlement.

20 Any Class Member wishing to object to the approval of this Settlement (“Objecting
21 Class Member”) shall inform the Claims Administrator in writing of his or her intent to object
22 (“Notice of Objection”) by following the procedure set forth in the Class Notice by the
23 Response Deadline, or such number of days as the Court shall specify, before the date of the
24 Final Fairness and Approval Hearing. The Notice of Objection must be signed by the
25 Objecting Class Member and state: (1) the name and case number of this matter and word
26 “notice of objection” or “Formal objection”; (2) the Objecting Class Member’s full name,
27 address, and telephone number; (3) the complete basis for the objection in clear and concise
28 terms as to why they are objection to the settlement, including all arguments, citations, and

evidence supporting the objection; and (4) whether the objector intends to appear at the Final Fairness and Approval Hearing (objectors may but are not required to attend the hearing).

By submitting a Notice of Objection, the Objecting Class Member will be deemed to have opted into the settlement and will be a Participating Class Member. Class Members may appear and speak at the Final Fairness and Approval Hearing regardless of whether they have submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Settlement Class Members who opt-out are not entitled to object to the Settlement. Any Objection must be submitted by the same timeline as set forth by the Response Deadline – sixty (60) days after the date of mailing of the Class Notice by the Claims Administrator, and in the case of remailing, the deadline will be extended by an additional 60 days.

4) Responses to Objections.

Counsel for the Parties shall file any response to the Notice of Objections submitted by Objecting Class Members at least five (5) court days before the date of the Final Fairness and Approval Hearing. In the event of a Notice of Objection, Class Counsel will defend the Settlement in good faith, and Defendant may submit responses.

D. Final Fairness and Approval Hearing

On the date set forth in the Order Granting Preliminary Approval, which shall be approximately ninety (90) days after the mailing of the Notice of Class Settlement, a Final Fairness and Approval Hearing shall be held before the Court in order to review this Agreement and to consider any timely objections made, if any, and all responses by the Parties to such objections and determine whether the Court should give its Final Approval. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to give Final Approval to this Agreement. If the Parties' request for Final Approval is granted, a Judgment and Final Order Approving Settlement of Class Action substantially in the form attached hereto as Exhibit D ("Judgment and Final Order") shall be entered in the Action. Class Counsel shall

1 furnish a copy of the Judgment and Final Order to the Claims Administrator within two (2)
2 days of receipt of the Judgment and Final Order.

3 **E. Settlement Calculations and Procedures**

4 1) Settlement Amount and Uses.

5 The Gross Settlement Amount is Two Hundred Sixty Thousand Dollars (\$260,000)
6 and shall include and cover all payments available under this Agreement to the Settlement
7 Class (inclusive of wages, penalties, and interest), Attorneys' Fees in the amount equal to
8 one-third (1/3) of the Gross Settlement Amount (\$86,666.66) plus expenses, Claims
9 Administrator costs anticipated not to exceed \$7,900, the PAGA Allocation in the amount of
10 \$10,000 (with 75% going to the LWDA, and 25% going to Aggrieved Employees), a Service
11 Award to Plaintiff in the amount of no more than \$5,000.00, employee and employer side
12 payroll taxes required by law, including FICA, FUTA, and SDI, and the resolution of any
13 appeals and objections subject to Court approval.

14 2) Claims Administration Costs.

15 All costs incurred by the Claims Administrator in connection with administering this
16 Settlement are to be paid from the Gross Settlement Amount. The costs of the Claims
17 Administrator are estimated to be Seven Thousand Nine Hundred Dollars (\$7,900.00). This
18 amount shall cover all of the Claims Administrator's duties, which shall include disbursing
19 the Net Settlement Amount and the PAGA Allocation, calculating and forwarding all
20 employee-side tax obligations, and communicating with all Parties, weekly declarations for
21 the Parties, performing custodial and accounting functions, preparing, translating, tracking,
22 issuing, and mailing (with the Parties' approval) any and all notices or reminders to Class
23 Members and/or Participating Class Members; all costs and fees associated with computing,
24 processing, reviewing, issuing, and paying the Service Award, the distribution of the
25 Settlement Fund, payment interest, employee-side taxes, and any other payments to be made
26 from the Gross Settlement Amount; all costs and fees associated with preparing any tax
27 returns and any other filings required by any governmental taxing authority or agency; all
28 costs and fees associated with preparing any other notices, reminders, reports, or filings to be

1 prepared in the course of administering disbursements of the Net Settlement Amount; and any
2 other costs and fees incurred and/or charged by the Claims Administrator in connection with
3 the execution of its duties under this Agreement.

4 3) Attorneys' Fees and Expenses.

5 Subject to Court approval, Class Counsel will be paid Attorneys' Fees in the amount
6 of \$86,666.66, plus up to \$10,000 for expenses related to this Action only, which includes the
7 PAGA claim. The Attorneys' Fees and expenses shall be paid out of the Gross Settlement
8 Amount. Class Counsel shall serve Defendant with copies of all documents submitted in
9 support of their fee allocation before they are filed with the Court. Any amount not approved
10 by the Court will revert to the Net Settlement Fund to be split *pro rata* between the
11 Participating Class Members. The Court-ordered Attorneys' Fees and expenses shall be due
12 and payable within ten (10) days after the Effective Date and Final Approval from the
13 Settlement Administrator, whichever is later.

14 4) Service Award Payable to Plaintiff.

15 Subject to Court approval, Plaintiff shall receive a Service Award of Five Thousand
16 Dollars (\$5,000). The Service Award shall be payable no later than twenty (20) days after
17 the Effective Date. The Claims Administrator will report the Service Award on a Form 1099,
18 which it will provide to Plaintiff and to the pertinent taxing authorities as required by law.

19 5) Individual Settlement Shares Payable to Participating Class Members.

20 The Claims Administrator shall distribute to each Participating Class Member his or
21 her Individual Settlement Share. A portion of each Individual Settlement Share shall represent
22 wages, a portion shall represent interest, and a portion shall represent penalties. Each
23 Individual Settlement Share shall be allocated as follows: twenty percent (20%) of each
24 Individual Settlement Share shall represent wages; thirty percent (30%) shall represent
25 interest; and fifty percent (50%) shall represent penalties. That portion of each Individual
26 Settlement Share representing wages will be subject to normal employment tax withholdings
27 relative to the Participating Class Member's employment (e.g., withholdings for State and
28 Federal income tax, employee FICA tax, California SDI, etc.) with the Claims Administrator

1 remitting all such employment tax withholdings directly to the pertinent state and federal
2 taxing authorities. Participating Class Members will be subject to 12% Federal backup
3 withholding rate unless they execute a Form W 9 as part of their receipt of their Individual
4 Settlement Share.

5 6) PAGA Allocation.

6 The Parties allocate Ten Thousand Dollars (\$10,000) for penalties under PAGA
7 ("PAGA Allocation"), which shall be distributed as follows: 25% (\$2,500) to Aggrieved
8 Employees on a pro rata basis, in addition to each Aggrieved Employee's Individual
9 Settlement Share; and 75% (\$7,500) to the LWDA as Penalties.

10 7) Individual Settlement Share.

11 Each Individual Settlement Share is calculated by dividing the number of the Class
12 Member's Qualifying Pay Periods by the total number of Qualifying Pay Periods for the Class
13 Period, multiplied by the Net Settlement Amount, as reflected in the following formula:

14 *Individual Participating Class Member's*
15 *Qualifying Pay Periods*
_____ x Net Settlement Amount

16 *All Participating Class Members'*
17 *Qualifying Pay Periods*

18 8) Re-Allocation.

19 Any funds that were allocated to Class Members who timely opt out of the settlement
20 will be re-allocated to Participating Class Members on a *pro rata* basis as set forth above.

21 9) Interest and Penalties Allocation.

22 The portion of each Individual Settlement Share constituting interest or penalties will
23 each be reported on a Form 1099 provided to each Participating Class Member, with the
24 required copies of the Form 1099's provided to the pertinent taxing authorities.

25 10) No Spillover of Residuals.

26 To the extent there are any payments made to Participating Class Members that remain
27 uncashed ninety (90) days after mailing, the Parties agree that these amounts shall be
28 transmitted by the Class Administrator to Bay Area Legal Aid, San Mateo County as a *cy pres*

1 recipient, thereby leaving no "unpaid residue" subject to the requirements of California Code
2 of Civil Procedure Section 384, subd. (b).

3 11) No Additional Contribution by Defendant.

4 Defendant's monetary obligations under this Agreement are limited to the Gross
5 Settlement Amount. Defendant may not be called upon or required to contribute additional
6 monies above the Gross Settlement Amount under any circumstances, unless the Escalation
7 Clause in Section (III)(E)(17) is triggered. Still, if the Escalator is triggered, Defendants can
8 elect to truncate the end of the Class Period in order to avoid triggering the Escalator such
9 that the Class Period will end on the date immediately prior to the date that the number of
10 Class Members and/or Qualifying Pay Periods for the Class Period exceed the threshold
11 outlined herein.

12 All costs and expenses arising out of or in connection with the performance of this
13 Agreement shall be paid from the Gross Settlement Fund. Neither this Agreement nor
14 payment and/or receipt of any Individual Settlement Share shall trigger any other obligation,
15 right, wage, bonus, or entitlement. The amounts paid under this Agreement do not represent
16 a modification of any previously-credited hours of service under any employee benefit plan,
17 policy, or bonus program sponsored by any Defendant. Payment of the Individual Settlement
18 Shares shall not form the basis for additional contributions to, benefits under, or any other
19 monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant. Any
20 payments made under the terms of this Agreement shall not be applied retroactively,
21 currently, or on a going forward basis as salary, earnings, wages, or any other form of
22 compensation for the purposes of any of Defendant's benefit plan, paid vacation policy,
23 calculations, other policy, or bonus program. Defendant retains the right to modify the
24 language of its benefit plans, policies, and bonus programs to effect this intent and to make
25 clear that any amounts paid pursuant to this Agreement are not for "hours worked," "hours
26 paid," "hours of service," or any similar measuring term as defined by applicable plans,
27 policies, and bonus programs for purpose of eligibility, vesting, benefit, accrual, or any other
28 purpose, and that additional contributions or benefits are not required by this Agreement.

1 12) Termination of the Agreement.

2 In the event that this Agreement is canceled, rescinded, terminated, voided, or
3 nullified, however that may occur, or the Settlement of the Action is barred by operation of
4 law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction,
5 Defendant will cease to have any obligation to fund any portion of the Gross Settlement
6 Amount.

7 13) Calculation of Qualifying Pay Periods.

8 Defendant will calculate and provide the Qualifying Pay Periods for each Class
9 Member based on dates of hire, and, if applicable, dates of termination.

10 14) Class Member Workweek Disputes.

11 Any Class Member who disputes the Qualifying Pay Periods shown on his or her Class
12 Notice regarding the total number of weeks he or she worked during the Class and/or PAGA
13 Period may indicate and explain such disagreement within sixty (60) days of the mailing of
14 the Notice of Class Settlement to the Claims Administrator. In the case of remailing, the
15 deadline to give notice of any such disagreement will be extended by an additional 60 days.
16 Any such Class Member must submit any supporting documentation relating to his or her
17 dispute. The Claims Administrator shall notify Defense Counsel and Class Counsel of any
18 such dispute no later than two (2) business days after receiving notice of the dispute. The
19 Claims Administrator shall attempt to resolve the disagreement and may request any
20 information or assistance from Defense Counsel and/or Class Counsel that the Claims
21 Administrator, in its sole discretion, believes may assist it in resolving the disagreement.
22 However, Defendant's records will be used to make any final determination and will be
23 controlling. The Parties and their counsel shall use their best efforts to ensure that any and
24 all such disputes are resolved before the Effective Date.

25 15) Payment of Individual Payment Amounts.

26 Within ten (10) days after the Effective Date, and any and all errors or disputes
27 regarding the total Qualifying Pay Periods by all Class Members have been resolved, the
28 Claims Administrator shall 1) calculate the final Individual Settlement Share to be paid to

1 each Participating Class Member: and 2) prepare a Final Statement of Individual Payment
2 Amounts for each. The mailing shall be by first-class United States mail to the last known
3 mailing address of each Participating Class Member.

4 16) Extension of Time to Pay and/or Process Claims.

5 Should the Claims Administrator need more time than is provided under this
6 Agreement to complete any of its obligations as set forth in this Agreement, the Claims
7 Administrator may request such additional time in writing (including an explanation of the
8 need for additional time) from Defense Counsel and Class Counsel, which shall not be
9 unreasonably withheld. If Defense Counsel and Class Counsel do not agree in writing to the
10 Claims Administrator's request for additional time, the Claims Administrator may seek such
11 additional time from the Court.

12 17) Increase of Class Size.

13 Prior to mediation Defendant indicated that there were 230 Class Members. Defendant
14 agrees that any increase in the size of the Class by more than 23 employees (10%), as reflected
15 in confirmatory discovery and/or the Class List provided to the Administrator during
16 Administration, will result in a proportionate increase in the Net Settlement Amount for each
17 additional Class Member based on the number of qualifying work weeks. Specifically, for
18 every additional Class Member above 253 employees who is determined to be a Class
19 Member, and/or for every Qualifying Pay Period above 4,265, Defendant agrees to increase
20 the Gross Settlement Amount by the following formula: $1/230$ (or $3,877$) (the proportion of
21 the increase)/\$260,000 (the Gross Settlement Amount), for a total of \$1130.43 per additional
22 employee Class Member above 253, or \$67.06 per Qualifying Workweek above 4,265
23 whichever is less. ("Escalator Provision"). Alternatively, if this Escalator Provision is
24 triggered, Defendant will have the option to truncate the end of the Class Period such that the
25 Class Period will end on the date immediately prior to the date that the number of Class
26 Members and/or Qualifying Pay Periods for the Class Period exceed the threshold outlined
27 herein.

1 Defendant has represented that as of June 26, 2024, there were 230 Class Members,
2 who worked 3,877 Qualifying Pay Periods during the Class Period. Defendant has represented
3 that as of May 24, 2023, there were 131 Aggrieved Employees who worked 1,666 PAGA
4 Periods during the PAGA Period. This figure does not trigger the Escalator Provision.

5 On December 17, 2024, Defendant informed Plaintiff and class counsel that it has
6 opted to truncate the Class Period such that the end date of the Class Period is September 6,
7 2024. As a result, there are 253 Class Members.

8 **IV. LIMITATIONS ON USE OF THIS SETTLEMENT**

9 **A. No Admission**

10 Neither the acceptance nor the performance by Defendant of the terms of this
11 Agreement nor any of the related negotiations or proceedings is or shall be claimed to be,
12 construed as, or deemed to be an admission by Defendant of the truth of any of the allegations
13 in the Operative Complaint, the representative character of the Action, the validity of any of
14 the claims that were or could have been asserted by Plaintiff and/or Class Members in the
15 Action, or of any liability or guilt of Defendant in the Action.

16 **B. Non-Evidentiary Use**

17 Neither this Agreement nor any of its terms shall be admissible or useable in discovery
18 in any adversary proceeding or any litigation whatsoever, provided, however, that nothing
19 contained in this Section shall prevent this Agreement from being used, offered, or received
20 in evidence in any proceeding to enforce, construe, or finalize this Agreement in the Action.

21 **C. No Collateral Attack**

22 This Agreement shall not be subject to collateral attack by any Class Member or any
23 recipient of the Notice of Class Settlement after the Judgment and Final Order described
24 herein is entered. Such prohibited collateral attacks shall include but not be limited to claims
25 that the Qualifying Pay Periods attributed to the Class Member was erroneous or that the
26 Class Member failed for any reason to receive timely notice of the procedure for disputing
27 the calculation of his or her Individual Settlement Share.

28 **D. Nullification**

1 1) If (a) the Court should for any reason fail to certify a class for settlement; or
2 (b) the Court should for any reason fail to approve this Settlement in the form agreed to by
3 the Parties; or (c) the Court should for any reason fail to enter the Judgment and Final Order;
4 or (d) the Judgment and Final Order is reversed, modified, or declared or rendered void, then
5 (i) this Agreement shall be considered null and void, (ii) neither this Agreement nor any of
6 the related negotiations or proceedings shall be of any force or effect, (iii) all Parties to this
7 Agreement shall stand in the same position, without prejudice, as if the Agreement had been
8 neither entered into nor filed with the Court, (iv) this Agreement shall not be admissible or
9 usable in discovery in any adversarial proceeding or in any litigation whatsoever, including
10 this Action, and (v) Class Counsel shall make repayment of any disbursements it received
11 from the Settlement Fund.

12 2) Invalidation of any material term of this Agreement shall invalidate this
13 Agreement in its entirety unless the Parties shall subsequently agree in writing that the
14 remaining provisions shall remain in full force and effect.

15 3) In the event that for any reason unrelated to a Defendant's failure to pay Gross
16 Settlement Amount, or the final distribution of the Settlement Fund does not occur (for
17 example, because this Agreement and/or the Judgment and Final Order is modified or
18 reversed on appeal), the entire Settlement Fund shall remain the sole property of Defendant
19 and any sums previously paid or distributed shall be returned to Defendant (minus any
20 administrative expense and fees incurred by the Claims Administrator).

21 4) In the event of a timely appeal from the Judgment and Final Order, the Judgment
22 and Final Order shall be stayed, and the Net Settlement Amount shall not be distributed to
23 Class Members pending the completion of the appeal.

24 **V. RELEASES**

25 **A. Class Releases**

26 It is the desire of the Parties to fully, finally, and forever settle, compromise, and
27 discharge disputes and claims, including, but not limited to, claims that were asserted or could
28 have been asserted at any time in the Action based on the facts alleged in the Complaint.

1 Except for Class Members who submit a timely opt out from the settlement, upon entry of the
2 Judgment and Final Order in the Action, Plaintiff and every Participating Class Member shall
3 be bound by this Agreement, and their benefits, rights, and remedies are limited as provided
4 herein. Plaintiff and each and every Participating Class Member shall be deemed to have,
5 and by operation of the Judgment and Final Order, shall have, fully, finally, and forever
6 released, relinquished, and discharged each and all of the Released Parties from the Released
7 Claims.

8 Every Class Member who does not submit a timely Request for Exclusion from the
9 Class shall be deemed to have acknowledged that this Agreement is intended to include in its
10 effect all Released Claims about which the Class does not know or suspect to exist in its favor
11 at the time of the final approval of this Agreement. For the avoidance of doubt, the Parties
12 agree that, except as provided herein with respect to the Individual Release, the Participating
13 Class Members' waiver of rights and benefits does not apply to claims not encompassed in
14 the Released Claims. Plaintiff, the Class, and every Participating Class Members shall be
15 deemed to have acknowledged and agreed that: 1) Class claims for overtime compensation,
16 double-time, minimum wages, wages for all hours worked, failure to provide meal periods,
17 rest breaks and recovery periods, and accurate wage statements, statutory and civil penalties,
18 and any other payments and/or penalties in the Action are disputed; and 2) the payments set
19 forth above constitute full payment of any amounts allegedly due. Plaintiff and the
20 Participating Class Members thus shall be deemed to have acknowledged and agreed that
21 California Labor Code § 206.5 is not applicable to the Parties hereto. That section provides
22 in pertinent part as follows:

23 An employer shall not require the execution of any release of a release of a claim
24 or right on account of wages due, or to become due, or made as an advance on wages to be
25 earned, unless payment of those wages has been made.

26 **B. PAGA Release**

27 The California Labor Workforce Development Agency, State of California, in addition
28 to all Aggrieved Employees, and Plaintiff Furman as a proxy for the LWDA are deemed to

1 release, on behalf of themselves and their respective former and present representatives,
2 agents, attorneys, heirs, administrators, successors, and assigns, Defendant from all claims
3 for civil penalties under the Labor Code pursuant to PAGA during the PAGA Period, that
4 were alleged, in the PAGA Notice submitted by Plaintiff to the LWDA on or about December
5 21, 2022, and/or in the complaint attached thereto in LWDA Case No. LWDA-CM-925564-
6 22. The PAGA release shall be given full res judicata and collateral estoppel effect upon entry
7 of the judgment in this Action so as to bar the LWDA and any other individual or entity from
8 filing or pursuing the Released PAGA Claims against Defendant in any forum.

9 **VI. MISCELLANEOUS PROVISIONS**

10 **A. Amendments**

11 The terms and provisions of this Agreement may be amended only by a written
12 agreement, approved by this Court, that is signed by the Plaintiff, Class Counsel, Defendant
13 and Defense Counsel who executed this Agreement.

14 **B. Assignment**

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

21 **C. Governing Law/Venue**

22 This Agreement shall be governed, construed, and interpreted, and the rights of the
23 Parties shall be determined, in accordance with the laws of the State of California, irrespective
24 of the State of California's choice of law principles; and venue is in the Superior Court of
25 San Mateo County.

26 **D. Entire Agreement**

27 This Agreement, including the Exhibits referred to herein, which form an integral part
28 hereof, contains the entire understanding of the Parties with respect to the subject matter

1 contained herein. In case of any conflict between text contained in Articles I through VI of
2 this Agreement and text contained in Exhibits to this Agreement, the former shall be
3 controlling. There are no restrictions, promises, representations, warranties, covenants, or
4 undertakings governing the subject matter of this Agreement other than those expressly set
5 forth or referred to herein. This Agreement supersedes all prior agreements and
6 understandings among the Parties hereto with respect to the settlement of the Action.

7 **E. Waiver of Compliance**

8 Any failure of any party, Defense Counsel, and/or Class Counsel to comply with any
9 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to
10 the extent permitted under applicable law, by the party or parties and their respective counsel
11 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
12 failure to insist upon strict compliance with any representation, warranty, covenant,
13 agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any
14 subsequent or other failure.

15 **F. Counterparts**

16 This Agreement, and any amendments hereto, may be executed in any number of
17 counterparts and any party and/or their respective counsel may execute any such counterpart,
18 each of which when executed and delivered shall be deemed to be an original and all of which
19 counterparts taken together shall constitute but one and the same instrument. It shall not be
20 necessary in making proof of this Agreement or any counterpart hereof to produce or account
21 for any of the other counterparts.

22 **G. Attorneys' Fees and Costs**

23 Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the
24 Class, Class Members, or Plaintiff may recover or seek to recover any amounts for fees, costs,
25 or disbursements from the Released Parties or the Settlement Fund except as expressly
26 provided herein.

27 **H. Meet and Confer Regarding Disputes**
28

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

5 **I. Jurisdiction of the Court**

6 The Parties agree that this Settlement Agreement shall be enforceable by the Court
7 pursuant to California Code of Civil Procedure section 664.6. The Court shall retain
8 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
9 of this Agreement and all orders and judgments entered in connection therewith, and the
10 Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting,
11 implementing, and enforcing the settlement embodied in this Agreement and all orders and
12 judgments entered in connection therewith.

13 **J. No Tax or Legal Advice.** The Parties understand and agree that the Parties and
14 Attorneys for the Parties are neither providing tax or legal advice, nor making representations
15 regarding tax obligations or consequences, if any, related to this Agreement, and that Class
16 Members will assume any such tax obligations or consequences that may arise from this
17 Agreement, and that Class Members shall not seek any indemnification from the Parties or
18 any of the Released Parties in this regard. The Parties agree that, in the event that any taxing
19 body determines that additional taxes are due from any Class Member, such Class Member
20 assumes all responsibility for the payment of such taxes.

21 **K. Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel,
22 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary
23 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or
24 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the
25 terms of the Agreement directly or indirectly, specifically or generally, to any person,
26 corporation, association, government agency, or other entity except: (1) to the Parties'
27 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
28 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to

1 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response
2 to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
3 to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena
4 seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel
5 separately agree not to, directly or indirectly, initiate any conversation or other
6 communication, before the filing of the Motion for Preliminary Approval, any with third party
7 regarding this Agreement or the matters giving rise to this Agreement except to respond only
8 that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
9 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
10 obligations owed to Class Members.

11
12 **L. Cooperation in Drafting.** The Parties have cooperated in the drafting and
13 preparation of this Agreement. This Agreement will not be construed against any Party on the
14 basis that the Party was the drafter or participated in the drafting.

15
16 **IT IS SO STIPULATED.**

17 Dated: January 10, 2025

18 By: _____
19 Robert Lemos, An Authorized Officer
20 THE LEMOS FAMILY FARM INC.

21 Dated: January 10, 2025

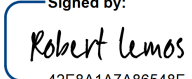
22 By:  _____
23 Louise Furman (Jan 10, 2025 14:44 PST)
24 LOUISE FURMAN, individual and
25 Class & PAGA representative
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appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

L. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

IT IS SO STIPULATED.

Dated: January 10, 2025

By: 
Robert Lemos, An Authorized Officer
THE LEMOS FAMILY FARM INC.

Dated: January 10, 2025

By: _____
LOUISE FURMAN, individual and
Class & PAGA representative

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EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

LOUISE FURMAN, individually and on behalf of
all others similarly situated,

Case No.
23CIV04280

Plaintiff,

Assigned to the Honorable Judge Nicole S. Healy

vs.

THE LEMOS FAMILY FARM INC.; and DOES
1 to 50, inclusive,

Defendants.

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

I. WHY DID I GET THIS NOTICE?

You are receiving this notice because our records indicate that you are or were an hourly-paid employee of THE LEMOS FAMILY FARM INC. (“**Defendant**”) between September 12, 2019 and September 6, 2024. This Notice explains that the Superior Court of the State of California for the County of San Mateo has granted preliminary approval of a class action settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

Plaintiff Louise Furman (“**Plaintiff**”) filed a lawsuit against Defendant The Lemos Family Farm Inc. in this Court *Case No. 23CIV04280* alleging that she and other hourly-paid or non-exempt employees were (1) not paid proper wages (including minimum wages, overtime, double-time, and upon termination of employment); (2) not provided proper meal, rest breaks; (3) not provided recovery periods and (4) not provided accurate wage statements. (“**Claims**”) By doing so, Plaintiff claimed that Defendant engaged in unfair competition and that she and other similarly situated employees were entitled to recover penalties under the California Labor Code Private Attorneys General Act (“**PAGA**”). Plaintiff alleged further that she was entitled to damages, liquidated damages, penalties, attorneys’ fees, and costs of litigation, among other remedies.

Defendant has denied and continues to deny all of Plaintiff’s allegations and contends that it has paid its employees fairly and in full compliance with all California labor laws.

The Court has not determined whether Plaintiff’s allegations have any merit or whether any laws have been violated. Further, the Court has not decided in favor of Plaintiff or Defendant; instead, both sides after good faith negotiations and for the purpose of avoiding the time and expense of further litigation, agreed to provide a fair and reasonable resolution of this legal dispute. Plaintiff and Defendant have agreed to settle the lawsuit by paying a Gross Settlement Amount of \$260,000.00 to resolve the claims listed above.

Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims have merit or that it has any liability to Plaintiff or the class. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the class members.

III. WHO IS INCLUDED IN THE CLASS ACTION?

You are included in the Settlement Class if you fall within the following definition: All individuals who were employed by Defendant as a non-exempt employee in California from September 12, 2019 through September 6, 2024.

IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount of \$260,000.00 ("GSA"). A Settlement Administrator has been appointed to administer the Settlement. The Settlement Administrator will pay from the \$260,000.00, which shall be inclusive of the following: (a) the Class Representative Payment to Louise Furman in the amount of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to be approved by the Court; (b) Class Counsel's attorneys' fees in an amount up to one third (1/3) of the Gross Settlement Amount – approximately Eighty Six Thousand, Six Hundred and Sixty Six Dollars and Sixty Six Cents (\$86,666.66), incurred or to be incurred in this Action, including any appeals to be approved by the Court; (c) costs and expenses associated with the lawsuit in an amount of up to Ten Thousand Dollars (\$10,000.00), incurred or to be incurred in this lawsuit, including any appeals to be approved by the Court ; (d) the fees and expenses of the Claims Administrator, estimated at an amount up to Seven Thousand Nine Hundred Dollars (\$7,900.00) and subject to reduction or increase to correspond with the actual fees and expenses incurred; (e) the employee portion of all applicable tax withholdings including FICA, SDI, and other employment- related taxes and withholding of federal, state and local income taxes; (f) Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition of the release of claims pursuant to the Private Attorney Generals Act ("PAGA"), 75% of which (\$7,500) designated to go to the California Labor and Workforce Development Agency, and 25% of which (\$2,500) to the Aggrieved Employees, and (g) the remainder of approximately One Hundred and Thirty Eight Thousand, Three Hundred and Thirty Three Dollars and Thirty Four Cents (\$138,333.34) which is the estimated Maximum Settlement Distribution Amount to all Class Members. The remaining amount of funds after all the above is deducted from the GSA will be the Net Settlement Amount or the "NSA". Any unclaimed settlement payments will be distributed to Bay Area Legal Aid, San Mateo County as a *cy pres* award.

1. **Settlement Payments:** Your individual share of the Settlement will be based on the number of workweeks you worked for THE LEMOS FAMILY FARM INC. during the relevant Class Period. The amount of money you receive will be based on the size of your share in comparison to the size of all Class Members' shares combined.
2. **Release of Claims:** If you do not exclude yourself from the Settlement (according to the procedures explained below), will release all known and unknown Claims ("Released Claims") as described herein that were alleged or that could have been alleged based on the facts asserted in the complaint for you, on behalf of yourself and your current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, will fully and finally release THE LEMOS FAMILY FARM INC., and its past and present parent companies, subsidiaries and affiliates, and their respective direct and/or indirect, officers, directors, owners, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, licensees and licensors, related companies, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns. Except as set forth above, Released Claims does not include any other claims, including claims for vested benefits, wrongful termination, violation of

the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The period of the Released Claims for Class Members shall cover the Class Period and for Aggrieved Employees the PAGA Period. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect.

3. This means that if you participate in this Settlement, you cannot bring any of the Claims against THE LEMOS FAMILY FARM INC., for wages or other payments described above for any work you performed for them during the Class Period. This release does not bar you from bringing a tort claim or claim relating to wrongful termination and/or employment discrimination.

V. WHAT ARE MY OPTIONS?

A. You May Accept Your Share of the Settlement

You will receive a Settlement Share and be bound by the terms of the Settlement and any final Judgment that may be entered by the Court, and you will be considered to have released the claims against Defendant and the other released parties described in the Settlement **unless you submit a timely request to be excluded as described below.**

If you wish to accept your settlement, but do not agree with the number of workweeks stated on the attached Information Sheet or wish to correct any information on the Information Sheet, you should provide the corrected information by completing and returning the attached Information Sheet. If you dispute the number of workweeks, write down the beginning and ending dates you worked for THE LEMOS FAMILY FARM INC. during the Class Period on the accompanying Class Member Information Sheet. Return the Information Sheet and any documents to support your position by mail to the Settlement Administrator, **Louise Furman v. The Lemos Family Farm Inc., – Settlement Administrator, c/o Phoenix Class Action Administration Solutions, [ADDRESS], [CITY], [STATE] [ZIP].** The Settlement Administrator will read the documents both you and Defendant provide and make the final determination of the amount of your settlement share.

Please note that it is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Changing your mailing address and not letting the Settlement Administrator know may prevent you from receiving your Settlement Share.

B. You May Exclude Yourself from the Settlement

Any Class Member who does not wish to participate in the Settlement and instead wishes to be excluded from the Settlement and any final judgment that may be entered by the Court, **must mail a letter to the Settlement Administrator postmarked on or before [_____, 2025] [sixty (60) days after the date of mailing of the class notice] to the following address:**

**Louise Furman v. The Lemos Family Farm Inc.– Settlement Administrator
c/o Phoenix Class Action Administration Solutions
[ADDRESS]
[CITY, STATE, ZIP]
1 (800) 000-0000**

The letter must state that you are requesting to exclude yourself from the Settlement and must include your name, address, telephone number, and signature. A Class Member who properly submits a valid and timely request to be excluded from the Settlement: (1) will not receive any payment of any kind

in connection with this Settlement; (2) will not be bound by or receive any benefit of this Settlement; (3) will have no right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement; and (4) may at their own expense individually pursue any claims he or she may have against THE LEMOS FAMILY FARM INC.

You may not opt out of the settlement of the Private Attorney General Act Claims.

C. You May Object to the Settlement

Any Class Member who does not request to be excluded from the Settlement may, if the person wishes, object to the terms of the Settlement before final Court approval by filing a written objection. If the Court rejects your objection, however, you will still be bound by the terms of the Settlement. To object, you must file a written objection with the Court, send the objection to all counsel at the addresses listed below, and send the objection to the Settlement **Administrator**:

To Court

Clerk of Court
San Mateo Superior Court
Re: *Louise Furman v. The Lemos Family Farm Inc.*
Case No. 23CIV04280

To Settlement Administrator

Louise Furman v. The Lemos Family Farm Inc.
Settlement Administrator
c/o Phoenix Class Action Administration
Solutions
[ADDRESS]
[CITY, STATE ZIP]

To Class Counsel:

Todd M. Friedman
Adrian R. Bacon
Meghan E. George
Matthew R. Snyder
Law Offices of Todd M. Friedman, P.C.
21031 Ventura Blvd, Suite 340
Woodland Hills, CA 91364
Phone: 323-306-4234

To Defense Counsel:

April S. Glatt
Natalia Cañas
Chauvel & Glatt, LLP
66 Bovet Rd., Suite 280
San Mateo, CA 94402
Phone: 650-573-9500

Any written objection must state your full name, address, and the dates of your employment at THE LEMOS FAMILY FARM INC. Your written objection must also state the basis for your objection(s) and any legal support in clear and concise terms. The written objection must also state whether you intend to appear and object at the Final Approval Hearing. To be valid and effective, the Court and Counsel must receive any written objection along with any notice of intent to appear at the Final Approval Hearing no later than , 2025 **[sixty (60) days after the date of mailing of the Class Notice]**. If the Court denies your objection, you will be bound by any Judgment with respect to the Settlement, and you will release the Defendant from legal claims as described above and in the Stipulation of Class Action Settlement on file with the Court.

D. You Can Do Nothing

If you do nothing in response to this Notice, you will receive your Settlement Share for your portion of the Settlement, and you will be bound by any Judgment entered with respect to the Settlement, and you will release Defendant from legal claims as explained above and in the Stipulation for Class Action Settlement on file with the Court.

VI. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on June 11, 2025, at 2:00 p.m. in Dept. 28 of the San Mateo Superior Court, located at 800 North Humboldt St., San Mateo, CA 94401, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for payments to the California Labor and Workforce Development Agency (for PAGA), payment of the Class Representative's service award, Class Counsel's Attorneys' Fees and Expenses Payment, payment to the Settlement Administrator, and payments to all Class Members.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing, but you may appear and be heard at the hearing at your option.**

VII. ADDITIONAL INFORMATION

This Notice contains a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should read the Stipulation of Class Action Settlement which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Stipulation, may be examined during regular business hours at the Office of the Clerk of the San Mateo Superior Court, located at 800 North Humboldt St., San Mateo, CA 94401.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR LISTED ABOVE.

APPROVED BY ORDER OF THE COURT

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EXHIBIT C

1. SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO
Louise Furman v. The Lemos Family Farm Inc.
Case No.: 23CIV04280

OPT-OUT FORM

If you do not want to participate as a CLASS MEMBER, you may “opt out” which will remove you from the Class and this Action. If the Court grants final approval of the settlement, you will not receive the Individual Share payment.

I WISH TO “OPT OUT” (i.e, BE EXCLUDED) FROM THE SETTLEMENT IN THE CASE OF *LOUISE FURMAN, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITAUTED V. THE LEMOS FAMILY FARM INC. AND DOES 1 TO 50, INCLUSIVE*. I UNDERSTAND THAT BY REQUESTING EXCLUSION FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY SHARE OF THE SETTLEMENT BENEFITS. I confirm that I have received written notice of the proposed settlement in this Action. I have decided to exclude myself from the Settlement Class and not participate in any portion of the proposed settlement.

Date:

Signature:

Printed Name:

Street Address:

City, State, Zip Code:

**THIS FORM MUST BE COMPLETED AND SENT VIA U.S. MAIL WITH A POSTMARK
DATED NO LATER THAN _____ TO:**

CLAIMS ADMINISTRATOR
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CITY, STATE ZIP
TOLL FREE TELEPHONE

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EXHIBIT D

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

CASE NO. 23CIV04280.

Louise Furman v. The Lemos Family Farm Inc..

CLASS MEMBER SETTLEMENT INFORMATION SHEET

TO ENSURE RECEIPT OF YOUR SHARE OF THE SETTLEMENT AMOUNT IN THE
LOUISE FURMAN V. THE LEMOS FAMILY FARM INC. CLASS ACTION, PLEASE REVIEW THE INFORMATION BELOW
TO CONFIRM THAT YOUR CONTACT AND PERSONNEL INFORMATION IS CORRECT.

IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET.

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

IF THE INFORMATION BELOW IS NOT CORRECT, PLEASE PROVIDE CORRECTED INFORMATION, DATE AND SIGN
THIS SHEET AT THE BOTTOM OF THE NEXT PAGE, AND MAIL IT, POSTMARKED NOT LATER THAN _____,
2025, TO:

Louise Furman v. The Lemos Family Farm Inc.
[Address]
[City], [State] [Zip]
Tel: [Phone]
Fax: [Fax]
Email: _____@_____.com

PERSONNEL INFORMATION FOR CLASS MEMBER RECEIVING THIS NOTICE

Name: «FirstName» «LastName»

Mailing Address: «Address1» «Address2» «City» «Abbrev» «Zip»

Total Number of All Class Members' Workweeks: _____

Total Number of Workweeks worked for The Lemos Family Farm Inc. between September 12, 2019 and December 31, 2023

(excluding periods of leaves of absence and vacation): «MERGED_WW_CALC»

Estimated share of Settlement Based on Work Weeks: «MERGED_EstSettAmnt_CALC»

IF ANY OF THE INFORMATION SHOWN ABOVE IS NOT CORRECT, PLEASE DESCRIBE BELOW ON THE CORRECTED
INFORMATION SHEET. IF YOU ARE DISPUTING YOUR NUMBER OF WORKWEEKS, STATE WHAT YOU BELIEVE TO
BE THE CORRECT NUMBER OF WORKWEEKS AND ATTACH ANY SUPPORTING DOCUMENTATION.

Corrected Information	
Corrected Name	
Corrected Mailing Address:	
Corrected number of Workweeks Worked for The Lemos Family Farm Inc. between September 12, 2019 [to the date of the preliminary approval hearing/truncate date](excludes periods of leaves of absence and vacation):	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Signed
on _____, 2025.

(Signature)

PLEASE REMEMBER: YOU MUST INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR
MAILING ADDRESS BEFORE YOU RECEIVE YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING
ADDRESS MAY PREVENT YOU FROM RECEIVING YOUR SETTLEMENT SHARE.

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EXHIBIT E

Todd M. Friedman (SBN 216752)
tfriedman@toddfllaw.com
Adrian R. Bacon (SBN 280332)
abacon@toddfllaw.com
Matthew R. Snyder (SBN 350907)
msnyder@toddfllaw.com
Law Offices of Todd M. Friedman, P.C.
21031 Ventura Blvd. #340
Woodland Hills, CA 91364
Phone: (323) 306-4234
Fax: (866) 633-0228

Attorneys for Plaintiff
LOUISE FURMAN

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

LOUISE FURMAN, individually and on
behalf of all others similarly situated,

Plaintiff,
vs.

THE LEMOS FAMILY FARM INC.; and
DOES 1 to 50, inclusive,

Defendants.

CASE NO.: 23CIV04280

*[Assigned for all purposes to the
Honorable Nicole S. Healy]*

STIPULATED SETTLEMENT

Complaint filed: September 12, 2023
Trial date: None set

1 Subject to final approval by the Court, this is a stipulated settlement of a class and
2 representative action (the “Agreement”). This Agreement is made by and between Plaintiff
3 Louise Furman (“Plaintiff”), individually, the “Settlement Class Members” (defined below),
4 and all “Aggrieved Employees” (defined below), on the one hand and Defendant The Lemos
5 Family Farm Inc. (“Defendant”), on the other.

6 **I. DEFINITIONS**

7 For ease of reference, this section defines some, but not all, terms used herein. Unless
8 otherwise defined, the following terms used in this Agreement shall have the meanings
9 ascribed to them as set forth below:

10 A. Action: *Louise Furman v. The Lemos Family Farm Inc., et al.*, Case No.
11 23CIV04280, originally filed September 12, 2023 in the San Mateo County
12 Superior Court, and encompasses, but is not limited to, all claims alleged in the
13 Operative Complaint, *infra*. (“**Action**”)

14 B. Aggrieved Employees: all Class Members, *infra*, employed during the PAGA
15 Period, *infra*, and eligible to participate in a settlement of the claims brought under
16 the Private Attorneys General Act of 2004 (“PAGA”) in the Action.

17 C. Attorneys’ Fees: Eighty-Six Thousand Six Hundred and Sixty-Six Dollars
18 (\$86,666.67), or one-third (1/3) of the Settlement Fund, *infra*, plus Class Counsel’s
19 expenses [an amount to be determined by Class Counsel’s (defined below) billing
20 statement], subject to the Court’s approval.

21 D. Claims Administration Expenses: Phoenix Class Action Administration Solutions
22 (“Phoenix” or the “Claims Administrator”), *infra*, will send the Class Notice, *infra*,
23 and Class Member, *infra*, payments by first-class mail. The postage and printing
24 costs for the Notices, and the postage costs for mailing the payments, shall be paid
25 out of the Settlement Fund. Any other administrative costs related to Class
26 Administration also will be paid out of the Settlement Fund.

27 E. Claims Administrator or Settlement Administrator: Phoenix will be responsible for
28 the administration of all class claims, including mailing the Class Notices, *infra*,

1 receiving and administering any opt-outs, receiving any objections, and printing
2 and mailing the settlement checks.

3 F. Class Counsel: Todd M. Friedman, Adrian R. Bacon, Meghan E. George and
4 Matthew R. Snyder, Law Offices of Todd M. Friedman, P.C., 21031 Ventura Blvd.,
5 Suite 340, Woodland Hills, CA 91364.

6 G. Class Members: all individuals who were employed by Defendant as a non-exempt
7 employee in California during the Class Period, *infra*.

8 H. Class Notice: the Notice of Class Action Settlement, mailed to all Class Members
9 as set forth herein. Notice will be mailed in Spanish.

10 I. Class Period: September 12, 2019 through the date of Preliminary Approval.

11 J. Court: San Mateo County Superior Court.

12 K. Defendant: The Lemos Family Farm Inc., the named defendant in the Action.

13 L. Defense Counsel: April S. Glatt and Natalia Cañas, Chauvel & Glatt, LLP, 66
14 Bovet Rd., Suite 280, San Mateo, CA 94402.

15 M. Effective Date: means the date by when both of the following have occurred: (a) the
16 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and
17 (b) the Judgment is final The Judgment is final as of the latest of the following
18 occurrences: (i) if no Participating Class Member objects to the Settlement, the day the
19 Court enters Judgment; (ii) if one or more Participating Class Members objects to the
20 Settlement, the day after the deadline for filing a notice of appeal from the Judgment;
21 or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court
22 affirms the Judgment and issues a remittitur. .

23 N. Gross Settlement Amount (GSA): Two Hundred Sixty Thousand Dollars
24 (\$260,000).

25 O. Individual Settlement Share: the individual shares of the Net Settlement Amount,
26 *infra*, inclusive of any taxes withheld, that shall be paid to each Participating Class
27 Member, *infra*, the calculation of which is provided herein (Sec.III.E.5)
28

- 1 P. Net Settlement Amount (NSA): the Gross Settlement Amount, less the following
2 payments in the amounts approved by the Court: Plaintiff's Service Award (defined
3 below), Attorneys' Fees, Attorneys' Expenses, Claims Administration Expenses,
4 and the PAGA Allocation (defined below). The payment of employee and
5 employer-side taxes on the portion of the settlement shares earmarked as wages
6 shall be paid out of the Net Settlement Amount. Thus, the individual settlement
7 shares that are paid out of the Net Settlement Amount shall be reduced by the
8 employee's tax liability for the share
- 9 Q. Operative Complaint: the Complaint filed in the Action in San Mateo County
10 Superior Court on September 12, 2023, Case No. 23-CIV-04280.
- 11 R. Opt Out / Objection Period: Class Members shall have ~~forty-fivesixty~~ (4560) days
12 from the date Class Notice is first mailed to object to or exclude themselves from
13 the Settlement. In the event of a re-emailing, the deadline shall be extended by an
14 additional ~~45-60~~ days. Neither party shall encourage any Class Member to object
15 to or opt out of the Settlement.
- 16 S. PAGA Allocation: Ten Thousand Dollars (\$10,000) for all outstanding PAGA
17 claims against Defendant, to be allocated as penalties under PAGA to Aggrieved
18 Employees, of which 75% shall go to the LWDA, and 25% shall go to the
19 Aggrieved Employees.
- 20 T. PAGA Period: December 21, 2021 through the date of the Preliminary Approval.
- 21 U. Participating Class Members: all Class Members who do not timely opt-out of the
22 Settlement.
- 23 V. Parties: Defendant, Plaintiff, and Participating Class Members.
- 24 W. Plaintiff: Louise Furman, the named plaintiff and class representative in the Action
25 and PAGA representative.
- 26 X. Preliminary Approval: Class Counsel shall draft and file a motion for preliminary
27 approval within ninety (90) days of execution of the Agreement.
- 28

- 1 Y. Qualifying Pay Periods: the total number of pay periods within the Class Period
2 during which a Class Member worked for Defendant based on Defendant's records,
3 excluding leaves of absence and vacation.
- 4 Z. Released Claims: Putative class members who do not opt out of the settlement will
5 release all known claims, demands, rights, liabilities, and/or causes of action
6 asserted at any time in the Action based on the facts or laws alleged in the
7 Complaint. Specifically, this includes any claims that during the Class Period and
8 or PAGA Period, Defendant had at any time: 1) failed to pay wages, including
9 minimum wages; 2) failed to pay overtime and/or double-time wages; 3) failed to
10 provide timely, full, and uninterrupted rest breaks or a penalty payment in lieu
11 thereof; 4) failed to provide timely, full, and uninterrupted meal periods or a
12 penalty payment in lieu thereof; 5) failed to provide recovery periods 6) failed to
13 provide accurate itemized wage statements; 7) failed timely to pay wages or pay
14 all wages due upon termination of employment; 8) failed to provide restitution for
15 unpaid sums; 9) failed to maintain accurate records; 10) violated the Unfair
16 Competition Law, Bus. & Prof. Code § 17200, *et seq.*; and 11) owed penalties
17 pursuant to PAGA, Labor Code § 2698, *et seq.*, including under Labor Code § 558,
18 predicated on any of the Labor Code sections identified in Plaintiff's PAGA Notice
19 letter and attached complaint thereto. This also includes claims for failure to pay for
20 pre- or post-shift work, failure to pay for commute time, failure to pay wage guaranteed
21 or wages at the agreed upon rate and/or failure to calculate wages due at the applicable
22 statutory and/or regular rate of pay or compensation, failure to pay wages semi-monthly
23 at designated times, failure to pay all wages due upon termination, failure to provide
24 and/ or maintain copies of accurate itemized wage statements, failure to maintain
25 records of hours worked and/or accurate payroll records, and/or for penalties (regardless
26 of the recipient), failure to provide meal periods, failure to provide rest periods, failure
27 to provide recovery periods, damages, interest, costs or attorneys' fees, and violations
28 of any local, state or federal law, whether for economic damages, non-economic

1 damages, liquidated, or punitive damages, restitution, tort, contract, equitable relief,
2 injunctive or declaratory relief, that occurred during the applicable Class Period and
3 arising from the facts that were alleged in the written notice sent to the Labor &
4 Workforce Development Agency pursuant to California Labor Code § 2699.3(a)(1) or
5 the Operative Complaint, including claims under any common laws, contract, Fair
6 Labor Standards Act (“FLSA”) the latter specifically evidenced by the cashing of their
7 payment provided pursuant to this settlement , the California Business & Professions
8 Code Sections 17200, *et seq.* (“UCL”) predicated on any act alleged in the complaint, ,
9 and the California Private Attorneys General Act of 2004, Labor Code Sections 2698, *et*
10 *seq.*, to the extent such facts are asserted in the PAGA notice. (collectively, the
11 “Released Claims”). Except as set forth above, Released Claims does not include
12 any other claims, including claims for vested benefits, wrongful termination,
13 violation of the Fair Employment and Housing Act, unemployment insurance,
14 disability, social security, workers’ compensation, or claims based on facts
15 occurring outside the Class Period. The period of the Released Claims for Class
16 Members shall cover the Class Period and for Aggrieved Employees the PAGA
17 Period. The Parties agree that the judgment, and release of claims provided herein,
18 shall have *res judicata* effect.

19 AA. Released Parties: Defendant and its past and present parent companies,
20 subsidiaries and affiliates, owners, and their respective present and former officers,
21 directors, stockholders, agents, employees, insurers, co-insurers, reinsurers,
22 attorneys, accountants, auditors, advisors, registered representatives, consultants,
23 pension and welfare benefit plans, plan fiduciaries, administrators, trustees,
24 partners, predecessors, successors, assigns, Robert Lemos, an individual, Frank
25 Lemos, an individual, and any other persons acting by, through, under, or in
26 concert with any of them.

27 BB. Service Award: Plaintiff shall seek a service award up to the amount of Five
28 Thousand Dollars (\$5,000), to be paid out of the Gross Settlement Amount subject

1 to Court Approval. The award is in addition to the Plaintiff's Individual Settlement
2 Share.

3 CC. Settlement: the disposition of the Action pursuant to this Agreement.

4 DD. Settlement Fund: if no objection to the Settlement is made, Defendant shall
5 provide the Gross Settlement Amount to the Claims Administrator within sixty (60
6 days from the Effective Date. The payment of all Individual Settlement Shares,
7 Claims Administration Expenses, Attorneys' Fees, Attorneys' Expenses, and
8 Service Awards, shall be made by the Claims Administrator to the Class, and Class
9 Counsel within fifteen (15) days of the date the Settlement was funded.

10 **II. BACKGROUND**

11 On September 12, 2023, Plaintiff filed a Class Action Complaint on behalf of herself
12 and all individuals who are currently and have been employed in California by Defendants as
13 a non-exempt seasonal employee during the Class Period, and whose working conditions are
14 not controlled by a collective bargaining agreement which the parties agreed to expand to all
15 nonexempt employees who worked for Defendant for, *inter alia*, Defendant's alleged failure
16 to pay premium wages for missed, late, and/or interrupted meal and rest periods, failure to
17 provide recovery periods, failure to pay regular wages, failure to pay premium wages for all
18 overtime hours worked, failure to provide accurate itemized wage statements, and failure to
19 pay all wages due upon termination. Plaintiff also alleged a cause of action under the Unfair
20 Competition Law ("UCL"), Bus. & Prof. Code § 17200, *et seq.*, arising from the alleged Labor
21 Code violations. Plaintiff's Complaint also included a cause of action under PAGA, Labor
22 Code § 2698, *et seq.*, on behalf of all aggrieved employees employed during the PAGA
23 Period.

24 The Parties agreed to attend private mediation. In advance of mediation, Defendant
25 provided Plaintiff's counsel with relevant information regarding the Class Members and the
26 Aggrieved Employees, including at least a ten percent (10%) sample of the Class Members
27 and Aggrieved Employees' timekeeping and payroll records, aggregate pay period data
28 broken down by year and number of pay periods worked by every employee employed during

1 the Class and PAGA Period. The information provided by Defendant demonstrated that the
2 Aggrieved Employees worked, on average, approximately 11 pay periods. On June 26, 2024,
3 after extensive investigation discovery by Plaintiff's counsel, the Parties participated in
4 mediation with Mr. John Adler of Judicate West. After a full day of negotiation and exchanges
5 of information, the Parties were unable to settle the matter but requested that Mr. Adler
6 provide them with a mediator's proposal. Mr. Adler provided his proposal the following
7 morning, Thursday, June 27, 2024, and the Parties all accepted Mr. Adler's proposal on
8 Friday, June 28, 2024.

9 Plaintiff and Class Counsel concluded, after taking into account the disputed factual
10 and legal issues involved in this Action, the risks attendant to further prosecution, the
11 discovery (interrogatories, production of documents, several meet & confers) conducted to
12 date, and the substantial benefits to be received pursuant to the proposed terms, that settlement
13 as set forth herein was in the best interests of the Class Members.

14 Plaintiff and Class Counsel are cognizant of problems they face with respect to their
15 burden of proof, many of which were discussed during the mediation and about which Mr.
16 Adler provided valuable insight. Plaintiff and Class Counsel believe that the Settlement is
17 fair and confers substantial benefits on the Class Members that include certain and meaningful
18 recovery in the near term. Defendant and Defense Counsel also concluded that there were
19 benefits associated with settling. Substantial amounts of time, energy, and resources of
20 Defendant have been and, unless this Settlement is made, will continue to be devoted to the
21 defense of the claims asserted by Plaintiffs. Based on the disputed factual and legal issues
22 involved in the Action, the risks attendant to further defense, the expense and burden of
23 protracted litigation, and Defendant's desire to put the controversy to rest, Defendant and
24 Defense Counsel believe that the Settlement on the terms hereinafter set forth is in
25 Defendant's best interest. With the mediator's assistance, therefore, the Parties determined
26 that the terms and conditions set forth in this Agreement are fair, adequate, and reasonable.
27 Nothing in this Stipulated Settlement is intended or should be construed as an admission by
28 Defendant that any of the allegations in the Action have merit or that Defendant has any liability

1 for any Claims asserted; nor should it be intended or construed as an admission by Plaintiff that
2 Defendant's defenses in the Action have merit.

3 5.1 This Settlement contemplates the entry of a Final Order approving settlement of
4 Class Action and discharge of all Parties and their respective counsel from liability for the
5 Released Claims. The Judgment and Final order shall have a res judicata effect and bar
6 Plaintiff and each Participating Class Member from bringing any action asserting Released
7 Claims. The Parties agree that class certification and representative treatment is for purposes
8 of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final
9 Approval or enter Judgment, Defendant reserves the right to contest certification of any class
10 for any reasons, and Defendant reserves all available defenses to the claims in the Action,
11 and Plaintiff reserves the right to move for class certification on any grounds available and
12 to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
13 settle the Action will have no bearing on, and will not be admissible in connection with, any
14 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

15 16 **III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF** 17 **SETTLEMENT**

18 **Appointment of Claims Administrator.** Solely for the purposes of this Settlement,
19 the Parties stipulate and agree that Phoenix shall be retained to serve as Claims Administrator.
20 The Declaration of Jodey Lawrence of Behalf of Phoenix, articulating Phoenix's
21 qualifications to serve as Claims Administrator and Phoenix's quote, was filed by Class
22 Counsel on December 18, 2024. The Claims Administrator shall be responsible for preparing,
23 printing, (in English & Spanish) and mailing the Notice to the Putative Class Members;
24 keeping track of any objections or requests for exclusion from Class Members; performing
25 skip traces and re-mailing Notices and Individual Settlement Shares to Class Members;
26 calculating any and all payroll tax deductions as required by law; calculating each Class
27 Member's Individual Settlement Share; providing weekly status reports to Defendant's
28 Counsel and Class Counsel, which is to include updates on any objections or requests for

1 exclusion that have been received; providing a due diligence declaration for submission to
2 the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to
3 Participating Class Members; distributing the Attorney Fee Award and Cost Award to Class
4 Counsel; printing and providing Class Members and Plaintiff with W-2s and 1099 forms as
5 required under this Agreement and applicable law; providing a due diligence declaration for
6 submission to the Superior Court upon the completion of the Settlement; providing any funds
7 remaining in the QSF as a result of uncashed checks to Bay Area Legal Aid of San Mateo
8 County, in the amounts directed per this Settlement, including the administration of related
9 tax reimbursements; and for such other tasks as the Parties mutually agree. The Parties each
10 represent that they do not have any financial interest in the Settlement Administrator or
11 otherwise have a relationship with the Settlement Administrator that could create a conflict
12 of interest. The Parties and their respective counsel shall take all steps that may be requested
13 by the Court relating to the approval and implementation of this Agreement and shall
14 otherwise use their respective best efforts to obtain Court approval and implement this
15 Agreement. The procedure for obtaining Court approval of and implementing this Agreement
16 shall be as follows:

17 **A. Preliminary Approval**

18 Class Counsel will submit this Agreement to the Court for Preliminary Approval. The
19 Court's Preliminary Approval of this Agreement shall be embodied in an Order Granting
20 Preliminary Approval of Class Action Settlement and PAGA Settlement, which shall include
21 the following: Certification of the Settlement Class for settlement purposes only; appointing
22 Class Counsel for settlement purposes only; setting the Final Fairness and Approval Hearing;
23 and approval for the Notice of Class Action Settlement, *infra*.

24 **B. Notice of Settlement to Class Members**

25 The Claims Administrator shall disseminate to Class Members, by first-class United
26 States mail as described in this Section III(B), the Class Notice and the Opt-Out form, which
27 the Parties will ask the Court to approve in the forms attached hereto as Exhibit A, and Exhibit
28 B ("Opt-Out form") both in English and Spanish.

1 1) Class Notice.

2 Notice shall be provided to Class Members in the following manner:

- 3 a. No later than twenty (20) days after the Court grants Preliminary
4 Approval of this Settlement, Defendant will provide the Claims
5 Administrator a confidential list of all Class Members (the “Class List”).
6 The Class List shall state the social security numbers and the last known
7 home address for each such Class Member. The Class List shall also
8 state the dates of employment worked by each such Class Member during
9 the Class Period and/or PAGA Period as indicated in Defendant’s
10 respective records and number of pay periods.
- 11 b. Within ten (10) days of receipt of the Class List from Defendant, the
12 Claims Administrator shall mail the Notice of Class Settlement
13 (“Notice”) and the Opt-Out form by First-Class United States mail,
14 postage prepaid, to the last known address of each Class Member, or, in
15 the case of Class Members known to be deceased, to the legal
16 representative of the estate. This Notice shall be written in English and
17 Spanish.
- 18 c. The Claims Administrator shall also mail, with the Notice of Class
19 Settlement, a Statement of Weeks Worked in the form attached hereto as
20 Exhibit C that will state the dates the recipient Class Member worked
21 during the Class and/or PAGA Period, as indicated in Defendant’s
22 records, and the pay periods that each Class Member worked during the
23 Class and/or PAGA Period.
- 24 d. With respect to those Class Members whose Notice of Class Settlement
25 is returned as undeliverable, the Claims Administrator shall promptly
26 attempt to obtain a valid mailing address by use of the Equifax NCOA
27 (“National Change of Address”) database search and skip trace. If
28 another address is identified, the Claims Administrator shall immediately

thereafter send the Class Notice and Opt-Out form by first class mail to the new address.

e. All costs associated with paying, processing and administering this Settlement, whether foreseen or not, shall be paid from the Gross Settlement Amount.

f. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.

2) Declaration of Compliance.

No later than thirty (30) days before the Final Fairness and Approval Hearing, the Claims Administrator shall provide Defense Counsel and Class Counsel with a Declaration attesting to completion of the notice process (except for any ongoing attempt to obtain valid mailing addresses for, and the re-sending of, any returned Class Notices), including the steps set forth in Section III(B) ("Declaration of Compliance"), which shall be filed with the Court by Class Counsel with the Final Approval Motion.

Compliance with the procedures described in this Section shall constitute due and sufficient notice to Class Members of this proposed Settlement and the Final Fairness and Approval Hearing, shall not be subject to objection or collateral attack by any person or entity, and shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the Claims Administrator to provide notice of the proposed Settlement and the Final Fairness and Approval Hearing.

C. Responses to Notice

This is an all-in, non-reversionary settlement, and each Class Member is entitled to receive an Individual Settlement Share, subject to the terms of this Agreement, without "opting in" to the settlement. Each Class Member has three (3) options: 1) do nothing, thereby

1 participating in the settlement and releasing the Released Claims and Released Parties as set
2 forth herein; 2) request to be excluded; or 3) object to the settlement.

3 1) Option 1: Do Nothing.

4 By doing nothing, the Class Member becomes a Participating Class Member and will
5 be entitled to participate in the settlement and receive his or her Individual Settlement Share
6 and will be deemed to have released the Released Claims as to the Released Parties.

7 2) Option 2: Request for Exclusion from Settlement.

8 Any person who receives a Notice of Class Settlement may request to be excluded
9 from the Class by submitting the postage pre-paid Opt-Out form (Exhibit B). Any such
10 request must be made in accordance with the terms set forth in the Class Notice and will be
11 timely only if postmarked no later than sixty (60) days after the date of mailing of the Class
12 Notice by the Claims Administrator (the “Response Deadline”). In the case of remailing, the
13 Response Deadline will be extended by an additional ~~45~~60 days.

14 Any request for exclusion received that is postmarked after the Response Deadline
15 will be considered untimely and invalid. The Settlement Administrator will inform the Parties
16 of the late opt-out and the Settlement Administrator will send the Class Member a notice,
17 informing the Class Member his or her request for exclusion was untimely, invalid, and that
18 the Class Member remains included in the Settlement.

19 3) Option 3: Objections to Settlement.

20 Any Class Member wishing to object to the approval of this Settlement (“Objecting
21 Class Member”) shall inform the Claims Administrator in writing of his or her intent to object
22 (“Notice of Objection”) by following the procedure set forth in the Class Notice by the
23 Response Deadline, or such number of days as the Court shall specify, before the date of the
24 Final Fairness and Approval Hearing. The Notice of Objection must be signed by the
25 Objecting Class Member and state: (1) the name and case number of this matter and word
26 “notice of objection” or “Formal objection”; (2) the Objecting Class Member’s full name,
27 address, and telephone number; (3) the complete basis for the objection in clear and concise
28 terms as to why they are objection to the settlement, including all arguments, citations, and

evidence supporting the objection; and (4) whether the objector intends to appear at the Final Fairness and Approval Hearing (objectors may but are not required to attend the hearing).

By submitting a Notice of Objection, the Objecting Class Member will be deemed to have opted into the settlement and will be a Participating Class Member. Class Members may appear and speak at the Final Fairness and Approval Hearing regardless of whether they have submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Settlement Class Members who opt-out are not entitled to object to the Settlement. Any Objection must be submitted by the same timeline as set forth by the Response Deadline – ~~forty-fivesixty~~ (4560) days after the date of mailing of the Class Notice by the Claims Administrator, and in the case of remailing, the deadline will be extended by an additional ~~15-60~~ days.

4) Responses to Objections.

Counsel for the Parties shall file any response to the Notice of Objections submitted by Objecting Class Members at least five (5) court days before the date of the Final Fairness and Approval Hearing. In the event of a Notice of Objection, Class Counsel will defend the Settlement in good faith, and Defendant may submit responses.

D. Final Fairness and Approval Hearing

On the date set forth in the Order Granting Preliminary Approval, which shall be approximately ninety (90) days after the mailing of the Notice of Class Settlement, a Final Fairness and Approval Hearing shall be held before the Court in order to review this Agreement and to consider any timely objections made, if any, and all responses by the Parties to such objections and determine whether the Court should give its Final Approval. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to give Final Approval to this Agreement. If the Parties' request for Final Approval is granted, a Judgment and Final Order Approving Settlement of Class Action substantially in the form attached hereto as Exhibit D ("Judgment and Final Order") shall be entered in the Action. Class Counsel shall

furnish a copy of the Judgment and Final Order to the Claims Administrator within two (2) days of receipt of the Judgment and Final Order.

E. Settlement Calculations and Procedures

1) Settlement Amount and Uses.

The Gross Settlement Amount is Two Hundred Sixty Thousand Dollars (\$260,000) and shall include and cover all payments available under this Agreement to the Settlement Class (inclusive of wages, penalties, and interest), Attorneys' Fees in the amount equal to one-third (1/3) of the Gross Settlement Amount (\$86,666.66) plus expenses, Claims Administrator costs anticipated not to exceed \$7,900, the PAGA Allocation in the amount of \$10,000 (with 75% going to the LWDA, and 25% going to Aggrieved Employees), a Service Award to Plaintiff in the amount of no more than \$5,000.00, employee and employer side payroll taxes required by law, including FICA, FUTA, and SDI, and the resolution of any appeals and objections subject to Court approval.

2) Claims Administration Costs.

All costs incurred by the Claims Administrator in connection with administering this Settlement are to be paid from the Gross Settlement Amount. The costs of the Claims Administrator are estimated to be Seven Thousand Nine Hundred Dollars (\$7,900.00). This amount shall cover all of the Claims Administrator's duties, which shall include disbursing the Net Settlement Amount and the PAGA Allocation, calculating and forwarding all employee-side tax obligations, and communicating with all Parties, weekly declarations for the Parties, performing custodial and accounting functions, preparing, translating, tracking, issuing, and mailing (with the Parties' approval) any and all notices or reminders to Class Members and/or Participating Class Members; all costs and fees associated with computing, processing, reviewing, issuing, and paying the Service Award, the distribution of the Settlement Fund, payment interest, employee-side taxes, and any other payments to be made from the Gross Settlement Amount; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reminders, reports, or filings to be

1 prepared in the course of administering disbursements of the Net Settlement Amount; and any
2 other costs and fees incurred and/or charged by the Claims Administrator in connection with
3 the execution of its duties under this Agreement.

4 3) Attorneys' Fees and Expenses.

5 Subject to Court approval, Class Counsel will be paid Attorneys' Fees in the amount
6 of \$86,666.66, plus up to \$10,000 for expenses related to this Action only, which includes the
7 PAGA claim. The Attorneys' Fees and expenses shall be paid out of the Gross Settlement
8 Amount. Class Counsel shall serve Defendant with copies of all documents submitted in
9 support of their fee allocation before they are filed with the Court. Any amount not approved
10 by the Court will revert to the Net Settlement Fund to be split *pro rata* between the
11 Participating Class Members. The Court-ordered Attorneys' Fees and expenses shall be due
12 and payable within ten (10) days after the Effective Date and Final Approval from the
13 Settlement Administrator, whichever is later.

14 4) Service Award Payable to Plaintiff.

15 Subject to Court approval, Plaintiff shall receive a Service Award of Five Thousand
16 Dollars (\$5,000). The Service Award shall be payable no later than twenty (20) days after
17 the Effective Date. The Claims Administrator will report the Service Award on a Form 1099,
18 which it will provide to Plaintiff and to the pertinent taxing authorities as required by law.

19 5) Individual Settlement Shares Payable to Participating Class Members.

20 The Claims Administrator shall distribute to each Participating Class Member his or
21 her Individual Settlement Share. A portion of each Individual Settlement Share shall represent
22 wages, a portion shall represent interest, and a portion shall represent penalties. Each
23 Individual Settlement Share shall be allocated as follows: twenty percent (20%) of each
24 Individual Settlement Share shall represent wages; thirty percent (30%) shall represent
25 interest; and fifty percent (50%) shall represent penalties. That portion of each Individual
26 Settlement Share representing wages will be subject to normal employment tax withholdings
27 relative to the Participating Class Member's employment (e.g., withholdings for State and
28 Federal income tax, employee FICA tax, California SDI, etc.) with the Claims Administrator

1 remitting all such employment tax withholdings directly to the pertinent state and federal
2 taxing authorities. Participating Class Members will be subject to 12% Federal backup
3 withholding rate unless they execute a Form W 9 as part of their receipt of their Individual
4 Settlement Share.

5 6) PAGA Allocation.

6 The Parties allocate Ten Thousand Dollars (\$10,000) for penalties under PAGA
7 ("PAGA Allocation"), which shall be distributed as follows: 25% (\$2,500) to Aggrieved
8 Employees on a pro rata basis, in addition to each Aggrieved Employee's Individual
9 Settlement Share; and 75% (\$7,500) to the LWDA as Penalties.

10 7) Individual Settlement Share.

11 Each Individual Settlement Share is calculated by dividing the number of the Class
12 Member's Qualifying Pay Periods by the total number of Qualifying Pay Periods for the Class
13 Period, multiplied by the Net Settlement Amount, as reflected in the following formula:

14 *Individual Participating Class Member's*
15 *Qualifying Pay Periods*
_____ x Net Settlement Amount

16 *All Participating Class Members'*
17 *Qualifying Pay Periods*

18 8) Re-Allocation.

19 Any funds that were allocated to Class Members who timely opt out of the settlement
20 will be re-allocated to Participating Class Members on a *pro rata* basis as set forth above.

21 9) Interest and Penalties Allocation.

22 The portion of each Individual Settlement Share constituting interest or penalties will
23 each be reported on a Form 1099 provided to each Participating Class Member, with the
24 required copies of the Form 1099's provided to the pertinent taxing authorities.

25 10) No Spillover of Residuals.

26 To the extent there are any payments made to Participating Class Members that remain
27 uncashed ninety (90) days after mailing, the Parties agree that these amounts shall be
28 transmitted by the Class Administrator to Bay Area Legal Aid, San Mateo County as a *cy pres*

1 recipient, thereby leaving no "unpaid residue" subject to the requirements of California Code
2 of Civil Procedure Section 384, subd. (b).

3 11) No Additional Contribution by Defendant.

4 Defendant's monetary obligations under this Agreement are limited to the Gross
5 Settlement Amount. Defendant may not be called upon or required to contribute additional
6 monies above the Gross Settlement Amount under any circumstances, unless the Escalation
7 Clause in Section (III)(E)(17) is triggered. Still, if the Escalator is triggered, Defendants can
8 elect to truncate the end of the Class Period in order to avoid triggering the Escalator such
9 that the Class Period will end on the date immediately prior to the date that the number of
10 Class Members and/or Qualifying Pay Periods for the Class Period exceed the threshold
11 outlined herein.

12 All costs and expenses arising out of or in connection with the performance of this
13 Agreement shall be paid from the Gross Settlement Fund. Neither this Agreement nor
14 payment and/or receipt of any Individual Settlement Share shall trigger any other obligation,
15 right, wage, bonus, or entitlement. The amounts paid under this Agreement do not represent
16 a modification of any previously-credited hours of service under any employee benefit plan,
17 policy, or bonus program sponsored by any Defendant. Payment of the Individual Settlement
18 Shares shall not form the basis for additional contributions to, benefits under, or any other
19 monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant. Any
20 payments made under the terms of this Agreement shall not be applied retroactively,
21 currently, or on a going forward basis as salary, earnings, wages, or any other form of
22 compensation for the purposes of any of Defendant's benefit plan, paid vacation policy,
23 calculations, other policy, or bonus program. Defendant retains the right to modify the
24 language of its benefit plans, policies, and bonus programs to effect this intent and to make
25 clear that any amounts paid pursuant to this Agreement are not for "hours worked," "hours
26 paid," "hours of service," or any similar measuring term as defined by applicable plans,
27 policies, and bonus programs for purpose of eligibility, vesting, benefit, accrual, or any other
28 purpose, and that additional contributions or benefits are not required by this Agreement.

1 12) Termination of the Agreement.

2 In the event that this Agreement is canceled, rescinded, terminated, voided, or
3 nullified, however that may occur, or the Settlement of the Action is barred by operation of
4 law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction,
5 Defendant will cease to have any obligation to fund any portion of the Gross Settlement
6 Amount.

7 13) Calculation of Qualifying Pay Periods.

8 Defendant will calculate and provide the Qualifying Pay Periods for each Class
9 Member based on dates of hire, and, if applicable, dates of termination.

10 14) Class Member Workweek Disputes.

11 Any Class Member who disputes the Qualifying Pay Periods shown on his or her Class
12 Notice regarding the total number of weeks he or she worked during the Class and/or PAGA
13 Period may indicate and explain such disagreement within ~~forty-fivesixty~~ (4560) days of the
14 mailing of the Notice of Class Settlement to the Claims Administrator. In the case of
15 remailing, the deadline to give notice of any such disagreement will be extended by an
16 additional ~~45-60~~ days. Any such Class Member must submit any supporting documentation
17 relating to his or her dispute. The Claims Administrator shall notify Defense Counsel and
18 Class Counsel of any such dispute no later than two (2) business days after receiving notice
19 of the dispute. The Claims Administrator shall attempt to resolve the disagreement and may
20 request any information or assistance from Defense Counsel and/or Class Counsel that the
21 Claims Administrator, in its sole discretion, believes may assist it in resolving the
22 disagreement. However, Defendant's records will be used to make any final determination
23 and will be controlling. The Parties and their counsel shall use their best efforts to ensure
24 that any and all such disputes are resolved before the Effective Date.

25 15) Payment of Individual Payment Amounts.

26 Within ten (10) days after the Effective Date, and any and all errors or disputes
27 regarding the total Qualifying Pay Periods by all Class Members have been resolved, the
28 Claims Administrator shall 1) calculate the final Individual Settlement Share to be paid to

1 each Participating Class Member: and 2) prepare a Final Statement of Individual Payment
2 Amounts for each. The mailing shall be by first-class United States mail to the last known
3 mailing address of each Participating Class Member.

4 16) Extension of Time to Pay and/or Process Claims.

5 Should the Claims Administrator need more time than is provided under this
6 Agreement to complete any of its obligations as set forth in this Agreement, the Claims
7 Administrator may request such additional time in writing (including an explanation of the
8 need for additional time) from Defense Counsel and Class Counsel, which shall not be
9 unreasonably withheld. If Defense Counsel and Class Counsel do not agree in writing to the
10 Claims Administrator's request for additional time, the Claims Administrator may seek such
11 additional time from the Court.

12 17) Increase of Class Size.

13 Prior to mediation Defendant indicated that there were 230 Class Members. Defendant
14 agrees that any increase in the size of the Class by more than 23 employees (10%), as reflected
15 in confirmatory discovery and/or the Class List provided to the Administrator during
16 Administration, will result in a proportionate increase in the Net Settlement Amount for each
17 additional Class Member based on the number of qualifying work weeks. Specifically, for
18 every additional Class Member above 253 employees who is determined to be a Class
19 Member, and/or for every Qualifying Pay Period above 4,265, Defendant agrees to increase
20 the Gross Settlement Amount by the following formula: $1/230$ (or $3,877$) (the proportion of
21 the increase)/\$260,000 (the Gross Settlement Amount), for a total of \$1130.43 per additional
22 employee Class Member above 253, or \$67.06 per Qualifying Workweek above ~~4,070~~4,265
23 whichever is less. ("Escalator Provision"). Alternatively, if this Escalator Provision is
24 triggered, Defendant will have the option to truncate the end of the Class Period such that the
25 Class Period will end on the date immediately prior to the date that the number of Class
26 Members and/or Qualifying Pay Periods for the Class Period exceed the threshold outlined
27 herein.

1 Defendant has represented that as of June 26, 2024, there were 230 Class Members,
2 who worked 3,877 Qualifying Pay Periods during the Class Period. Defendant has represented
3 that as of May 24, 2023, there were 131 Aggrieved Employees who worked 1,666 PAGA
4 Periods during the PAGA Period. This figure does not trigger the Escalator Provision.

5 On December 17, 2024, Defendant informed Plaintiff and class counsel that it has
6 opted to truncate the Class Period such that the end date of the Class Period is September 6,
7 2024. As a result, there are 253 Class Members.

8 **IV. LIMITATIONS ON USE OF THIS SETTLEMENT**

9 **A. No Admission**

10 Neither the acceptance nor the performance by Defendant of the terms of this
11 Agreement nor any of the related negotiations or proceedings is or shall be claimed to be,
12 construed as, or deemed to be an admission by Defendant of the truth of any of the allegations
13 in the Operative Complaint, the representative character of the Action, the validity of any of
14 the claims that were or could have been asserted by Plaintiff and/or Class Members in the
15 Action, or of any liability or guilt of Defendant in the Action.

16 **B. Non-Evidentiary Use**

17 Neither this Agreement nor any of its terms shall be admissible or useable in discovery
18 in any adversary proceeding or any litigation whatsoever, provided, however, that nothing
19 contained in this Section shall prevent this Agreement from being used, offered, or received
20 in evidence in any proceeding to enforce, construe, or finalize this Agreement in the Action.

21 **C. No Collateral Attack**

22 This Agreement shall not be subject to collateral attack by any Class Member or any
23 recipient of the Notice of Class Settlement after the Judgment and Final Order described
24 herein is entered. Such prohibited collateral attacks shall include but not be limited to claims
25 that the Qualifying Pay Periods attributed to the Class Member was erroneous or that the
26 Class Member failed for any reason to receive timely notice of the procedure for disputing
27 the calculation of his or her Individual Settlement Share.

28 **D. Nullification**

1 1) If (a) the Court should for any reason fail to certify a class for settlement; or
2 (b) the Court should for any reason fail to approve this Settlement in the form agreed to by
3 the Parties; or (c) the Court should for any reason fail to enter the Judgment and Final Order;
4 or (d) the Judgment and Final Order is reversed, modified, or declared or rendered void, then
5 (i) this Agreement shall be considered null and void, (ii) neither this Agreement nor any of
6 the related negotiations or proceedings shall be of any force or effect, (iii) all Parties to this
7 Agreement shall stand in the same position, without prejudice, as if the Agreement had been
8 neither entered into nor filed with the Court, (iv) this Agreement shall not be admissible or
9 usable in discovery in any adversarial proceeding or in any litigation whatsoever, including
10 this Action, and (v) Class Counsel shall make repayment of any disbursements it received
11 from the Settlement Fund.

12 2) Invalidation of any material term of this Agreement shall invalidate this
13 Agreement in its entirety unless the Parties shall subsequently agree in writing that the
14 remaining provisions shall remain in full force and effect.

15 3) In the event that for any reason unrelated to a Defendant's failure to pay Gross
16 Settlement Amount, or the final distribution of the Settlement Fund does not occur (for
17 example, because this Agreement and/or the Judgment and Final Order is modified or
18 reversed on appeal), the entire Settlement Fund shall remain the sole property of Defendant
19 and any sums previously paid or distributed shall be returned to Defendant (minus any
20 administrative expense and fees incurred by the Claims Administrator).

21 4) In the event of a timely appeal from the Judgment and Final Order, the Judgment
22 and Final Order shall be stayed, and the Net Settlement Amount shall not be distributed to
23 Class Members pending the completion of the appeal.

24 **V. RELEASES**

25 **A. Class Releases**

26 It is the desire of the Parties to fully, finally, and forever settle, compromise, and
27 discharge disputes and claims, including, but not limited to, claims that were asserted or could
28 have been asserted at any time in the Action based on the facts alleged in the Complaint.

1 Except for Class Members who submit a timely opt out from the settlement, upon entry of the
2 Judgment and Final Order in the Action, Plaintiff and every Participating Class Member shall
3 be bound by this Agreement, and their benefits, rights, and remedies are limited as provided
4 herein. Plaintiff and each and every Participating Class Member shall be deemed to have,
5 and by operation of the Judgment and Final Order, shall have, fully, finally, and forever
6 released, relinquished, and discharged each and all of the Released Parties from the Released
7 Claims.

8 Every Class Member who does not submit a timely Request for Exclusion from the
9 Class shall be deemed to have acknowledged that this Agreement is intended to include in its
10 effect all Released Claims about which the Class does not know or suspect to exist in its favor
11 at the time of the final approval of this Agreement. For the avoidance of doubt, the Parties
12 agree that, except as provided herein with respect to the Individual Release, the Participating
13 Class Members' waiver of rights and benefits does not apply to claims not encompassed in
14 the Released Claims. Plaintiff, the Class, and every Participating Class Members shall be
15 deemed to have acknowledged and agreed that: 1) Class claims for overtime compensation,
16 double-time, minimum wages, wages for all hours worked, failure to provide meal periods,
17 rest breaks and recovery periods, and accurate wage statements, statutory and civil penalties,
18 and any other payments and/or penalties in the Action are disputed; and 2) the payments set
19 forth above constitute full payment of any amounts allegedly due. Plaintiff and the
20 Participating Class Members thus shall be deemed to have acknowledged and agreed that
21 California Labor Code § 206.5 is not applicable to the Parties hereto. That section provides
22 in pertinent part as follows:

23 An employer shall not require the execution of any release of a release of a claim
24 or right on account of wages due, or to become due, or made as an advance on wages to be
25 earned, unless payment of those wages has been made.

26 **B. PAGA Release**

27 The California Labor Workforce Development Agency, State of California, in addition
28 to all Aggrieved Employees, and Plaintiff Furman as a proxy for the LWDA are deemed to

1 release, on behalf of themselves and their respective former and present representatives,
2 agents, attorneys, heirs, administrators, successors, and assigns, Defendant from all claims
3 for civil penalties under the Labor Code pursuant to PAGA during the PAGA Period, that
4 were alleged, in the PAGA Notice submitted by Plaintiff to the LWDA on or about December
5 21, 2022, and/or in the complaint attached thereto in LWDA Case No. LWDA-CM-925564-
6 22. The PAGA release shall be given full res judicata and collateral estoppel effect upon entry
7 of the judgment in this Action so as to bar the LWDA and any other individual or entity from
8 filing or pursuing the Released PAGA Claims against Defendant in any forum.

9 **VI. MISCELLANEOUS PROVISIONS**

10 **A. Amendments**

11 The terms and provisions of this Agreement may be amended only by a written
12 agreement, approved by this Court, that is signed by the Plaintiff, Class Counsel, Defendant
13 and Defense Counsel who executed this Agreement.

14 **B. Assignment**

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

21 **C. Governing Law/Venue**

22 This Agreement shall be governed, construed, and interpreted, and the rights of the
23 Parties shall be determined, in accordance with the laws of the State of California, irrespective
24 of the State of California's choice of law principles; and venue is in the Superior Court of
25 San Mateo County.

26 **D. Entire Agreement**

27 This Agreement, including the Exhibits referred to herein, which form an integral part
28 hereof, contains the entire understanding of the Parties with respect to the subject matter

1 contained herein. In case of any conflict between text contained in Articles I through VI of
2 this Agreement and text contained in Exhibits to this Agreement, the former shall be
3 controlling. There are no restrictions, promises, representations, warranties, covenants, or
4 undertakings governing the subject matter of this Agreement other than those expressly set
5 forth or referred to herein. This Agreement supersedes all prior agreements and
6 understandings among the Parties hereto with respect to the settlement of the Action.

7 **E. Waiver of Compliance**

8 Any failure of any party, Defense Counsel, and/or Class Counsel to comply with any
9 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to
10 the extent permitted under applicable law, by the party or parties and their respective counsel
11 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
12 failure to insist upon strict compliance with any representation, warranty, covenant,
13 agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any
14 subsequent or other failure.

15 **F. Counterparts**

16 This Agreement, and any amendments hereto, may be executed in any number of
17 counterparts and any party and/or their respective counsel may execute any such counterpart,
18 each of which when executed and delivered shall be deemed to be an original and all of which
19 counterparts taken together shall constitute but one and the same instrument. It shall not be
20 necessary in making proof of this Agreement or any counterpart hereof to produce or account
21 for any of the other counterparts.

22 **G. Attorneys' Fees and Costs**

23 Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the
24 Class, Class Members, or Plaintiff may recover or seek to recover any amounts for fees, costs,
25 or disbursements from the Released Parties or the Settlement Fund except as expressly
26 provided herein.

27 **H. Meet and Confer Regarding Disputes**
28

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

5 **I. Jurisdiction of the Court**

6 The Parties agree that this Settlement Agreement shall be enforceable by the Court
7 pursuant to California Code of Civil Procedure section 664.6. The Court shall retain
8 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
9 of this Agreement and all orders and judgments entered in connection therewith, and the
10 Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting,
11 implementing, and enforcing the settlement embodied in this Agreement and all orders and
12 judgments entered in connection therewith.

13 **J. No Tax or Legal Advice.** The Parties understand and agree that the Parties and
14 Attorneys for the Parties are neither providing tax or legal advice, nor making representations
15 regarding tax obligations or consequences, if any, related to this Agreement, and that Class
16 Members will assume any such tax obligations or consequences that may arise from this
17 Agreement, and that Class Members shall not seek any indemnification from the Parties or
18 any of the Released Parties in this regard. The Parties agree that, in the event that any taxing
19 body determines that additional taxes are due from any Class Member, such Class Member
20 assumes all responsibility for the payment of such taxes.

21 **K. Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel,
22 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary
23 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or
24 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the
25 terms of the Agreement directly or indirectly, specifically or generally, to any person,
26 corporation, association, government agency, or other entity except: (1) to the Parties'
27 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
28 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to

1 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response
2 to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
3 to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena
4 seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel
5 separately agree not to, directly or indirectly, initiate any conversation or other
6 communication, before the filing of the Motion for Preliminary Approval, any with third party
7 regarding this Agreement or the matters giving rise to this Agreement except to respond only
8 that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
9 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
10 obligations owed to Class Members.

11
12 **L. Cooperation in Drafting.** The Parties have cooperated in the drafting and
13 preparation of this Agreement. This Agreement will not be construed against any Party on the
14 basis that the Party was the drafter or participated in the drafting.

15
16 **IT IS SO STIPULATED.**

17 Dated: January 10, 2025~~January 6, 2025~~~~December 18, 2024~~

18 By: _____
19 Robert Lemos, An Authorized Officer
20 THE LEMOS FAMILY FARM INC.

21 Dated: January 10, 2025~~January 6, 2025~~~~December 18, 2024~~

22 By: _____
23
24 LOUISE FURMAN, individual and
25 Class & PAGA representative
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EXHIBIT F

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

LOUISE FURMAN, individually and on behalf of
all others similarly situated,

Case No.
23CIV04280

Plaintiff,

Assigned to the Honorable Judge Nicole S. Healy

vs.

THE LEMOS FAMILY FARM INC.; and DOES
1 to 50, inclusive,

Defendants.

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

I. WHY DID I GET THIS NOTICE?

You are receiving this notice because our records indicate that you are or were an hourly-paid employee of THE LEMOS FAMILY FARM INC. (“**Defendant**”) between September 12, 2019 and [the date of the preliminary approval hearing] (truncate date). This Notice explains that the Superior Court of the State of California for the County of San Mateo has granted preliminary approval of a class action settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

Plaintiff Louise Furman (“**Plaintiff**”) filed a lawsuit against Defendant The Lemos Family Farm Inc. in this Court Case No. 23CIV04280 alleging that she and other hourly-paid or non-exempt employees were (1) not paid proper wages (including minimum wages, overtime, double-time, and upon termination of employment); (2) not provided proper meal, rest breaks; (3) not provided recovery periods and (4) not provided accurate wage statements. (“**Claims**”) By doing so, Plaintiff claimed that Defendant engaged in unfair competition and that she and other similarly situated employees were entitled to recover penalties under the California Labor Code Private Attorneys General Act (“**PAGA**”). Plaintiff alleged further that she was entitled to damages, liquidated damages, penalties, attorneys’ fees, and costs of litigation, among other remedies.

Defendant has denied and continues to deny all of Plaintiff’s allegations and contends that it has paid its employees fairly and in full compliance with all California labor laws.

The Court has not determined whether Plaintiff’s allegations have any merit or whether any laws have been violated. Further, the Court has not decided in favor of Plaintiff or Defendant; instead, both sides after good faith negotiations and for the purpose of avoiding the time and expense of further litigation, agreed to provide a fair and reasonable resolution of this legal dispute. Plaintiff and Defendant have agreed to settle the lawsuit by paying a Gross Settlement Amount of \$260,000.00 to resolve the claims listed above.

Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims have merit or that it has any liability to Plaintiff or the class. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the class members.

III. WHO IS INCLUDED IN THE CLASS ACTION?

You are included in the Settlement Class if you fall within the following definition: All individuals who were employed by Defendant as a non-exempt employee in California from September 12, 2019 through ~~-[to the date of the preliminary approval hearing/truncate date].~~

IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount of \$260,000.00 ("GSA"). A Settlement Administrator has been appointed to administer the Settlement. The Settlement Administrator will pay from the \$260,000.00, which shall be inclusive of the following: (a) the Class Representative Payment to Louise Furman in the amount of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to be approved by the Court; (b) Class Counsel's attorneys' fees in an amount up to one third (1/3) of the Gross Settlement Amount – approximately Eighty Six Thousand, Six Hundred and Sixty Six Dollars and Sixty Six Cents (\$86,666.66), incurred or to be incurred in this Action, including any appeals to be approved by the Court; (c) costs and expenses associated with the lawsuit in an amount of up to Ten Thousand Dollars (\$10,000.00), incurred or to be incurred in this lawsuit, including any appeals to be approved by the Court ; (d) the fees and expenses of the Claims Administrator, estimated at an amount up to ~~but no more than Ten Thousand Dollars and Zero Cents~~ Seven Thousand Nine Hundred Dollars (\$7,900.00) and subject to reduction or increase to correspond with the actual fees and expenses incurred; (e) the employee portion of all applicable tax withholdings including FICA, SDI, and other employment- related taxes and withholding of federal, state and local income taxes; (f) Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition of the release of claims pursuant to the Private Attorney Generals Act ("PAGA"), 75% of which (\$7,500) designated to go to the California Labor and Workforce Development Agency, and 25% of which (\$2,500) to the Aggrieved Employees, and (g) the remainder of approximately One Hundred and Thirty Eight Thousand, Three Hundred and Thirty Three Dollars and Thirty Four Cents (\$138,333.34) which is the estimated Maximum Settlement Distribution Amount to all Class Members. The remaining amount of funds after all the above is deducted from the GSA will be the Net Settlement Amount or the "NSA". Any unclaimed settlement payments will be distributed to Bay Area Legal Aid, San Mateo County as a *cy pres* award.

1. **Settlement Payments:** Your individual share of the Settlement will be based on the number of workweeks you worked for THE LEMOS FAMILY FARM INC. during the relevant Class Period. The amount of money you receive will be based on the size of your share in comparison to the size of all Class Members' shares combined.
2. **Release of Claims:** If you do not exclude yourself from the Settlement (according to the procedures explained below), will release all known and unknown Claims ("Released Claims") as described herein that were alleged or that could have been alleged based on the facts asserted in the complaint for you, on behalf of yourself and your current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, will fully and finally release THE LEMOS FAMILY FARM INC., and its past and present parent companies, subsidiaries and affiliates, and their respective direct and/or indirect, officers, directors, owners, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, licensees and licensors, related companies, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns. Except as set forth above, Released Claims does not

include any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The period of the Released Claims for Class Members shall cover the Class Period and for Aggrieved Employees the PAGA Period. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect.

3. This means that if you participate in this Settlement, you cannot bring any of the Claims against THE LEMOS FAMILY FARM INC., for wages or other payments described above for any work you performed for them during the Class Period. This release does not bar you from bringing a tort claim or claim relating to wrongful termination and/or employment discrimination.

V. WHAT ARE MY OPTIONS?

A. You May Accept Your Share of the Settlement

You will receive a Settlement Share and be bound by the terms of the Settlement and any final Judgment that may be entered by the Court, and you will be considered to have released the claims against Defendant and the other released parties described in the Settlement **unless you submit a timely request to be excluded as described below.**

If you wish to accept your settlement, but do not agree with the number of workweeks stated on the attached Information Sheet or wish to correct any information on the Information Sheet, you should provide the corrected information by completing and returning the attached Information Sheet. If you dispute the number of workweeks, write down the beginning and ending dates you worked for THE LEMOS FAMILY FARM INC. during the Class Period on the accompanying Class Member Information Sheet. Return the Information Sheet and any documents to support your position by mail to the Settlement Administrator, **Louise Furman v. The Lemos Family Farm Inc., – Settlement Administrator, c/o Phoenix Class Action Administration Solutions, [ADDRESS], [CITY], [STATE] [ZIP].** The Settlement Administrator will read the documents both you and Defendant provide and make the final determination of the amount of your settlement share.

Please note that it is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Changing your mailing address and not letting the Settlement Administrator know may prevent you from receiving your Settlement Share.

B. You May Exclude Yourself from the Settlement

Any Class Member who does not wish to participate in the Settlement and instead wishes to be excluded from the Settlement and any final judgment that may be entered by the Court, **must mail a letter to the Settlement Administrator postmarked on or before [_____, 2025] [sixty (60) days after the date of mailing of the class notice]** to the following address:

Louise Furman v. The Lemos Family Farm Inc.– Settlement Administrator
c/o Phoenix Class Action Administration Solutions
[ADDRESS]
[CITY, STATE, ZIP]
1 (800) 000-0000

The letter must state that you are requesting to exclude yourself from the Settlement and must include your name, address, telephone number, and signature. A Class Member who properly submits a

valid and timely request to be excluded from the Settlement: (1) will not receive any payment of any kind in connection with this Settlement; (2) will not be bound by or receive any benefit of this Settlement; (3) will have no right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement; and (4) may at their own expense individually pursue any claims he or she may have against THE LEMOS FAMILY FARM INC.

You may not opt out of the settlement of the Private Attorney General Act Claims.

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C. You May Object to the Settlement

Any Class Member who does not request to be excluded from the Settlement may, if the person wishes, object to the terms of the Settlement before final Court approval by filing a written objection. If the Court rejects your objection, however, you will still be bound by the terms of the Settlement. To object, you must file a written objection with the Court, send the objection to all counsel at the addresses listed below, and send the objection to the Settlement Administrator:

To Court	Clerk of Court San Mateo Superior Court Re: <i>Louise Furman v. The Lemos Family Farm Inc.</i> Case No. 23CIV04280
To Settlement Administrator	<i>Louise Furman v. The Lemos Family Farm Inc.</i> Settlement Administrator c/o Phoenix Class Action Administration Solutions [ADDRESS] [CITY, STATE ZIP]
To Class Counsel:	Todd M. Friedman Adrian R. Bacon Meghan E. George Matthew R. Snyder Law Offices of Todd M. Friedman, P.C. 21031 Ventura Blvd, Suite 340 Woodland Hills, CA 91364 Phone: 323-306-4234
To Defense Counsel:	April S. Glatt Natalia Cañas Chauvel & Glatt, LLP 66 Bovet Rd., Suite 280 San Mateo, CA 94402 Phone: 650-573-9500

Any written objection must state your full name, address, and the dates of your employment at THE LEMOS FAMILY FARM INC. Your written objection must also state the basis for your objection(s) and any legal support in clear and concise terms. The written objection must also state whether you intend to appear and object at the Final Approval Hearing. To be valid and effective, the Court and Counsel must receive any written objection along with any notice of intent to appear at the Final Approval Hearing no later than _____, 2025 ~~forty-fivesixty~~ (4560) days after the date of mailing of the Class Notice. If the Court denies your objection, you will be bound by any Judgment with respect to the Settlement, and

you will release the Defendant from legal claims as described above and in the Stipulation of Class Action Settlement on file with the Court.

D. You Can Do Nothing

If you do nothing in response to this Notice, you will receive your Settlement Share for your portion of the Settlement, and you will be bound by any Judgment entered with respect to the Settlement, and you will release Defendant from legal claims as explained above and in the Stipulation for Class Action Settlement on file with the Court.

VI. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on **[date]**, 2025, at **[time]** in Dept. 28 of the San Mateo Superior Court, located at 800 North Humboldt St., San Mateo, CA 94401, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for payments to the California Labor and Workforce Development Agency (for PAGA), payment of the Class Representative's service award, Class Counsel's Attorneys' Fees and Expenses Payment, payment to the Settlement Administrator, and payments to all Class Members.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing, but you may appear and be heard at the hearing at your option.**

VII. ADDITIONAL INFORMATION

This Notice contains a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should read the Stipulation of Class Action Settlement which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Stipulation, may be examined during regular business hours at the Office of the Clerk of the San Mateo Superior Court, located at 800 North Humboldt St., San Mateo, CA 94401.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR LISTED ABOVE.

APPROVED BY ORDER OF THE COURT

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EXHIBIT G

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
Matthew R. Snyder (SBN 350907)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21031 Ventura Blvd, Suite 340
Woodland Hills, CA 91364
Phone: 323-306-4234
Fax: 866-633-0228
tfriedman@toddfllaw.com
abacon@toddfllaw.com
msnyder@toddfllaw.com
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

LOUISE FURMAN, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE LEMOS FAMILY FARM INC.;
and DOES 1-50, inclusive,

Defendants.

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Case No.: 23CIV04280

Honorable Nicole S. Healy
Department 28

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

The Motion for Preliminary Approval of Class Action Settlement came before this Court, the Honorable Nicole S. Healy presiding, on ~~December 18~~ January 15, 2024⁴⁵ at 2:00 p.m. The Court having considered the papers submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

1. Capitalized terms shall have the definitions set forth in the Joint Stipulation and Settlement Agreement (the "Settlement") entered into between the Parties.

2. The following Classes are conditionally certified for purposes of settlement only: "Settlement Class" shall refer to the group of ~~approximately 230~~ 253 non-exempt employees of

1 The Lemos Family Farm Inc. at any time during the Class Period (September 12, 2019 to ~~the~~
2 ~~date of this Order~~[truncate date]).

3 3. The Settlement Class shall consist of all Class Members who do not timely
4 exclude themselves (“opt out”) from the Settlement Class by mailing a timely Request for
5 Exclusion (or “Opt Out”) in accordance with the requirements set forth in the Class Notice and
6 Settlement.

7 4. The Court grants preliminary approval of the Settlement based upon the terms set
8 forth in the Settlement filed herewith, and finds that the Class and the Settlement Class meet the
9 requirements for conditional certification for settlement purposes only under California Code of
10 Civil Procedure section 382.

11 5. The Settlement appears to be fair, adequate and reasonable to the Class and the
12 Settlement Class. The Settlement falls within the range of reasonableness and appears to be
13 presumptively valid, subject only to any objections that may be raised in connection with the
14 Final Approval Hearing.

15 6. Plaintiff Louise Furman is conditionally approved as the class representative for
16 the Class and the Settlement Class.

17 7. The Incentive Awards of \$5,000.00 payable to Plaintiff Louise Furman for her
18 services as the class representatives are conditionally approved.

19 8. Plaintiffs’ Counsel (Todd M. Friedman, Adrian R. Bacon, Meghan E. George,
20 and Matthew R. Snyder of the Law Offices of Todd M. Friedman, P.C.) are conditionally
21 approved as Class Counsel for the Class and the Settlement Class.

22 9. The Attorneys’ Fees Award of up to \$86,666.66 in attorneys’ fees, plus actual
23 litigation costs up to \$10,000.00, to be proven at Final Approval, payable to Plaintiffs’ Counsel
24 is conditionally approved.

25 10. A Final Approval Hearing on the question of whether the Settlement, attorneys’
26 fees and costs to Class Counsel, and Incentive Awards to Plaintiffs should be given Final
27 Approval as fair, reasonable and adequate as to Settlement Class Members is scheduled in
28 Department 28 on the date and time set forth in Paragraph 19g below.

1 11. The Court hereby appoints Phoenix as the Settlement Administrator.

2 12. The PAGA Award of \$10,000 (75% of which goes to the LWDA, with the
3 remaining 25% allocated to Aggrieved Employees) is conditionally approved.

4 13. The Court approves, as to form and content, the Class Notice in substantially the
5 form attached to the Declaration of Adrian Bacon submitted in conjunction with the Motion. The
6 Court approves the procedures for Class Members to participate in, to request exclusion from,
7 and to object to the Settlement as set forth in the Class Notice.

8 14. The Court directs the mailing of the Class Notice by first class mail to all Class
9 Members in accordance with the Implementation Schedule set forth in Paragraph 19 below. The
10 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in
11 the Implementation Schedule, meet the requirements of due process and provide the best notice
12 practicable under the circumstances and shall constitute due and sufficient notice to all persons
13 entitled thereto.

14 15. Any Class Member may choose to opt-out of and be excluded from the Class, as
15 provided in the Notice, by following the instructions for requesting exclusion from the Class that
16 are set forth in the Notice. All requests for exclusion must be submitted as provided in the Notice.
17 Any such person who chooses to opt-out of and be excluded from the Class will not be entitled
18 to any recovery under the Settlement and will not be bound by the Settlement or have any right
19 to object, appeal, or comment thereon. Any written request to opt-out must be signed by each
20 such person opting out. Class Members who have not requested exclusion shall be bound by all
21 determinations of the Court, the Settlement, and Judgment.

22 16. Any Class Member may appear at the Final Approval Hearing and may object or
23 express the Class Member's views regarding the Settlement, and may present evidence and file
24 briefs or other papers that may be proper and relevant to the issues to be heard and determined
25 by the Court as provided in the Notice. However, no Class Member shall be entitled to be heard
26 at the Final Approval Hearing (whether individually or through separate counsel) or to object to
27 the Settlement, and no written objections or briefs submitted by any Class Member shall be
28 received or considered by the Superior Court at the Final Approval Hearing, unless written notice
of the Class Member's intention to appear at the Final Approval Hearing, and copies of any

1 written objections or briefs, have been filed with the Superior Court, and served on all counsel
2 of the Parties, on or before the Objection/Exclusion deadline date, as provided in the Notice.
3 Class Members who fail to file and serve timely written objections in the manner specified herein
4 and in the Settlement, shall be deemed to have waived any objections and shall be foreclosed
5 from making any objection (whether by appeal or otherwise) to the Settlement.

6 17. The Settlement is not a concession or admission, and shall not be used against
7 Defendants or any of the Released Parties as an admission or indication with respect to any claim
8 of any fault or omission by Defendants, or any of the Released Parties. Whether or not the
9 Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding,
10 or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

- 11 a. Construed as, offered or admitted in evidence as, received as or deemed to be
12 evidence for any purpose adverse to the Released Parties, including, but not
13 limited to, evidence of a presumption, concession, indication, or admission by
14 Defendant or any of the Released Parties of any liability, fault, wrongdoing,
15 omission, concession, or damage; or
16 b. Disclosed, referred to, or offered or received in evidence against any of the
17 Released Parties in any further proceeding in the Action, or in any other civil,
18 criminal, or administrative action or proceeding, except for purposes of settling
19 the Action pursuant to the Settlement.

20 18. In the event the Settlement does not become effective in accordance with the
21 terms of the Settlement, or the Settlement is not finally approved, or is terminated, canceled or
22 fails to become effective for any reason, this Order shall be rendered null and void and shall be
23 vacated, and the Parties shall revert to their respective positions as of before entering into the
24 Stipulation.

25 19. The Court orders the following Implementation Schedule for further proceedings:

- 26 a. Deadline for Defendants to submit Class Member Data
27 to Settlement Administrator (within 20 days after the
28 Court Granting Preliminary Approval): _____

b. Deadline for Settlement Administrator to Mail the Class Notice to Class Members (within 10 days of receipt of the Class Information from Defendant): _____

c. Dispute Deadline (~~45-60~~ days from the date the Class Notice is first mailed): _____

d. Objection/Exclusion Deadline (~~45-60~~ days from the date the Class Notice is first mailed): _____

e. Deadline for Class Counsel to file Motion for Final Approval of Class Action Settlement: _____

f. Deadline for Class Counsel to file Motion for Attorneys' Fees, Costs and Incentive Award: _____

g. Deadline for Settlement Administrator to Submit Declaration Detailing Claims/Opt Outs/Objections (within 15 days following the Opt-Out Period): _____

h. Deadline to Submit Any Responses to Objections and/or Reply Brief: _____

g. Final Approval Hearing Date: June 11, 2024
at 2:00 p.m.

IT IS SO ORDERED.

Dated: _____, ~~2024~~2025

BY _____
HON. Nicole S. Healy
San Mateo Superior Court Judge