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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

NATASHA LE, individually, and on behalf of
other members of the general public similarly
situated, and as an aggrieved employee pursuant
to the Private Attorneys General Act (“PAGA”),

Plaintiff,

vs.

INDEPENDENT OPTIONS, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2022-00046457-CU-OE-CTL

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

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

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Natasha Le (“Plaintiff” or
4 “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendant
5 Independent Options, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”).

6 **DEFINITIONS**

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

9 1. “Action” means *Le v. Independent Options Inc.*, No. 37-2022-00046457-CU-OE-CTL
10 (San Diego County Superior Court).

11 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
12 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket
13 costs incurred and to be incurred by Class Counsel in the Action, including but not limited to
14 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
15 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of
16 the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action.
17 Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement
18 Amount, or Two Hundred Fifty Thousand Dollars (\$250,000). The Attorneys’ Fees and Costs will also
19 mean and include the additional reimbursement of any costs and expenses associated with Class
20 Counsel’s litigation and settlement of the Action, up to Fifteen Thousand Dollars (\$15,000), subject to
21 the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and
22 reimbursement of costs as set forth above.

23 3. “Class Counsel” means Capstone Law APC.

24 4. “Class List” means a complete list of all Class Members that Defendant will diligently
25 and in good faith compile from its records and provide to the Settlement Administrator and Class
26 Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List
27 will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most
28 recent mailing address and telephone number; Social Security number; dates of employment; the

1 respective number of Workweeks that each Class Member worked during the applicable Class Period
2 and applicable PAGA Period; and any other relevant information needed to calculate settlement
3 payments.

4 5. “Class Member(s)” or “Settlement Class” means all persons who worked for
5 Defendant as non-exempt, hourly paid employees in the State of California in: (a) caregiver positions at
6 any time from December 7, 2021 through the earlier of December 31, 2023 or the date of Preliminary
7 Approval (“CG Class”); and (b) positions other than caregivers at any time from November 16, 2018
8 through the earlier of December 31, 2023 or the date of Preliminary Approval (“NCG Class”).

9 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
10 attached as Exhibit A.

11 7. “Class Period” means the period from: (a) December 7, 2021 through the earlier of
12 December 31, 2023 or the date of Preliminary Approval for the CG Class; and (b) November 16, 2018
13 through the earlier of December 31, 2023 or the date of Preliminary Approval for the NCG Class.

14 8. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff
15 in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her
16 general release of claims. Subject to the Court granting final approval of this Settlement Agreement and
17 subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class
18 Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000).

19 9. “Class Settlement” means the settlement and resolution of all Released Class Claims.

20 10. “Court” means the San Diego County Superior Court.

21 11. “Defendant” means Defendant Independent Options, Inc.

22 12. “Defendant’s Counsel” means Langegger Verano & Davis, ALC

23 13. “Effective Date” means the later of: (a) if no timely objections are filed, or are
24 withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an
25 objection to the Class Settlement, the Effective Date shall be the sixty-first (61) calendar day after the
26 date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated
27 by an objector, then the Effective Date will be the date of final resolution of that appeal (including any
28 requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

1 14. “Final Approval” means the date on which the Court enters an order granting final
2 approval of the Settlement Agreement.

3 15. “Gross Settlement Amount” means the Gross Settlement Amount of Seven Hundred
4 Fifty Thousand Dollars (\$750,000), to be paid by Defendant in full satisfaction of all Released Class
5 Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’
6 Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and
7 Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and
8 Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no
9 event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly
10 set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant
11 will be separately responsible for any employer payroll taxes required by law, including the employer
12 FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

13 16. “Individual Settlement Payment” means each Participating Class Member’s and PAGA
14 Member’s respective shares of the Net Settlement Fund and PAGA Fund.

15 17. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining
16 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the
17 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
18 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
19 Defendant.

20 18. “Notice of Objection” means a Class Member’s valid and timely written objection to the
21 Class Settlement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name,
22 signature, address, and telephone number, (b) a written statement of all grounds for the objection
23 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other
24 documents upon which the objection is based; and (d) a statement whether the objector intends to appear
25 at the final fairness hearing.

26 19. “PAGA Members” means all persons who worked for Defendant as non-exempt, hourly
27 paid employees in the State of California in: (a) caregiver positions at any time from December 7, 2021
28 through the earlier of December 31, 2023 or the date of Preliminary Approval (“CG PAGA Group”);

1 and (b) positions other than caregivers at any time from November 16, 2021 through the earlier of
2 December 31, 2023 or the date of Preliminary Approval (“NCG PAGA Group”).

3 20. “PAGA Period” means the period from: (a) December 7, 2021 through the earlier of
4 December 31, 2023 or the date of Preliminary Approval for the CG PAGA Group; and (b) November
5 16, 2021 through the earlier of December 31, 2023 or the date of Preliminary Approval for the NCG
6 PAGA Group.

7 21. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to
8 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with
9 Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
10 *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Forty Thousand Dollars (\$40,000)
11 of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-
12 Five Percent (75%), or Thirty Thousand Dollars (\$30,000), of the PAGA Settlement Amount will be
13 paid to the California Labor and Workforce Development Agency (“Labor and Workforce Development
14 Agency Payment”), and Twenty-Five Percent (25%), or Ten Thousand Dollars (\$10,000) (“PAGA
15 Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they
16 request to be excluded from the Settlement Class.

17 22. “Parties” means Plaintiff and Defendant collectively.

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

20 24. “Plaintiff” means Plaintiff Natasha Le.

21 25. “Preliminary Approval” means the date on which the Court enters an order granting
22 preliminary approval of the Settlement Agreement.

23 26. “Released Class Claims” means all claims that were alleged, or reasonably could have
24 been alleged, based on the facts alleged in the Operative Complaint during the applicable Class Period,
25 including claims for violation of: (1) Labor Code sections 226.7, 512(a), 516, and 1198 (failure to
26 provide meal periods); (2) Labor Code sections 226.7, 516, and 1198 (failure to authorize and permit rest
27 periods); (3) Labor Code sections 510 and 1198 (unpaid overtime); (4) Labor Code sections 226(a),
28 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (5) Labor

1 Code sections 201 and 202 (wages not timely paid upon termination); (6) Labor Code section 204
2 (failure to timely pay wages during employment); (7) California Business & Professions Code sections
3 17200, *et seq.* (unlawful business practices); and (9) California Business & Professions Code sections
4 17200, *et seq.* (unfair business practices).

5 27. “Released PAGA Claims” means all claims for civil penalties under California Labor
6 Code §§ 2698, *et seq.*, that were alleged or could reasonably have been alleged based on the facts alleged
7 in Plaintiff’s LWDA letter during the PAGA Period.

8 28. “Released Parties” means Defendant, its past or present officers, directors, shareholders,
9 agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and
10 its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

11 29. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
12 request to be excluded from the Class Settlement. The Request for Exclusion must: (a) set forth the
13 name, address, telephone number and last four digits of the Social Security Number of the Class
14 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
15 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement;
16 and (e) be faxed or postmarked on or before the Response Deadline.

17 30. “Response Deadline” means the deadline by which Class Members must postmark or
18 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
19 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
20 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
21 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
22 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
23 the U.S. Postal Service is open.

24 31. “Settlement Administration Costs” means the costs payable from the Gross Settlement
25 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
26 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
27 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
28 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,

1 any such costs in excess of the amount represented by the Settlement Administrator as being the
2 maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently
3 estimated to be Ten Thousand Two Hundred Fifty Dollars (\$10,250).

4 32. “Settlement Administrator” means CPT Group, Inc., or any other third-party class action
5 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
6 administering this Settlement. The Parties each represent that they do not have any financial interest in
7 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
8 could create a conflict of interest.

9 33. “Workweeks” means the number of days of employment for each Class Member during
10 the applicable Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and
11 rounding up to the nearest whole number. All Class Members will be credited with at least one
12 Workweek during the applicable Class Period, and all PAGA Members will be credited with at least one
13 Workweek during the applicable PAGA Period.

14 **TERMS OF AGREEMENT**

15 The Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

16 34. Funding of the Gross Settlement Amount in Two Installments. Within forty-five (45)
17 calendar days after the Effective Date, Defendant will deposit exactly half of the Gross Settlement
18 Amount, or Three Hundred Seventy-Five Thousand Dollars (\$375,000), into a Qualified Settlement
19 Fund (“QSF”) to be established by the Settlement Administrator. Within three hundred sixty-five (365)
20 calendar days after the Effective Date, Defendant will deposit the remaining half of the Gross Settlement
21 Amount, or Three Hundred Seventy-Five Thousand Dollars (\$375,000), into the QSF along with the
22 employer’s share of payroll taxes. The date on which Defendant funds the entire Gross Settlement
23 Amount of Seven Hundred Fifty Thousand Dollars (\$750,000) will be referred to herein as the “Funding
24 Date.”

25 35. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or
26 motion by Class Counsel for Attorneys’ Fees and Costs of not more than Two Hundred Fifty Thousand
27 Dollars (\$250,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Class
28 Counsel’s litigation and settlement of the Action (including expert/consultant fees, investigations costs,

1 etc.), not to exceed Fifteen Thousand Dollars (\$15,000), both of which will be paid from the Gross
2 Settlement Amount.

3 36. Class Representative Enhancement Payment. In exchange for a general release, and in
4 recognition of her effort and work in prosecuting the Action on behalf of Class Members, Defendant
5 agrees not to oppose or impede any application or motion for a Class Representative Enhancement
6 Payment of up to Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment
7 will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual
8 Settlement Payment paid pursuant to the Class Settlement. Plaintiff will be solely and legally responsible
9 to pay any and all applicable taxes on the Class Representative Enhancement Payment. Plaintiff
10 understands and agrees that this Settlement Agreement shall remain in full force and effect even if the
11 full amount of Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded
12 by the Court.

13 37. Settlement Administration Costs. The Settlement Administrator will be paid for the
14 reasonable costs of administration of the Settlement and distribution of payments from the Gross
15 Settlement Amount, which is currently estimated to be Ten Thousand Two Hundred Fifty Dollars
16 (\$10,250). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*,
17 the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS
18 Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and
19 providing necessary reports and declarations.

20 38. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
21 of Forty Thousand Dollars (\$40,000) from the Gross Settlement Amount will be designated for
22 satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty
23 Thousand Dollars (\$30,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or
24 Ten Thousand Dollars (\$10,000), will be paid to PAGA Members in proportion to the number of
25 Workweeks worked during the PAGA Period.

26 39. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
27 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private
28 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA

Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

40. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

41. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

42. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the applicable Class Period and applicable PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

42(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the applicable Class Period and the aggregate total number of Workweeks worked by all Class Members during the applicable Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund included in his/her "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately

1 increase the Individual Settlement Payment for each Participating Class
2 Member according to the number of Workweeks worked, so that the
3 amount actually distributed to the Settlement Class equals 100% of the Net
4 Settlement Fund.

5 42(b) Payments from the PAGA Fund. Defendant will calculate the total number
6 of Workweeks worked by each PAGA Member during the applicable
7 PAGA Period and the aggregate total number of Workweeks worked by all
8 PAGA Members during the applicable PAGA Period. To determine each
9 PAGA Member's share of the PAGA Fund included in the PAGA
10 Member's estimated "Individual Settlement Payment," the Settlement
11 Administrator will use the following formula: The PAGA Fund will be
12 divided by the aggregate total number of Workweeks, resulting in the
13 "PAGA Workweek Value." Each PAGA Member's "Individual Settlement
14 Payment" will be calculated by multiplying each individual PAGA
15 Member's total number of Workweeks by the PAGA Workweek Value.
16 The entire PAGA Fund will be disbursed to all PAGA Members.

17 43. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
18 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
19 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
20 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
21 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
22 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
23 or amounts to which any Class Members may be entitled under any benefit plans.

24 44. Administration Process. The Parties agree to cooperate in the administration of the
25 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
26 administration of the Settlement.

27 45. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
28 Defendant will provide the Class List to the Settlement Administrator and to Class Counsel.

1 46. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
2 List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via
3 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
4 List.

5 47. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
6 Administrator will perform a search based on the National Change of Address Database for information
7 to update and correct for any known or identifiable address changes. Any Class Notices returned to the
8 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
9 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
10 Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is
11 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
12 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
13 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
14 Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar
15 days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an
16 objection to the Settlement.

17 48. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
18 provide: (a) information regarding the nature of the Action; (b) a summary of the Class Settlement's
19 principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of
20 Workweeks each respective Class Member and PAGA Member worked for Defendant during the
21 applicable Class Period and applicable PAGA Period; (e) each Class Member's and PAGA Member's
22 estimated Individual Settlement Payment and the formula for calculating Individual Settlement
23 Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to
24 submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member
25 must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Class Settlement;
26 and (i) the claims to be released.

27 49. Disputed Information on Class Notices. Class Members will have an opportunity to
28 dispute the information provided in their Class Notices. To the extent Class Members dispute their

1 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
2 Settlement Administrator showing that such information is inaccurate. Defendant's records will be
3 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
4 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
5 and will be decided within ten (10) business days after the Response Deadline.

6 50. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
7 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
8 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
9 receiving the defective submission to advise the Class Member that his or her submission is defective
10 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
11 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
12 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
13 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

14 51. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
15 Class Settlement must sign and fax or postmark a written Request for Exclusion to the Settlement
16 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
17 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
18 for Exclusion has been timely submitted.

19 52. Effect of Request for Exclusion. Any Class Member who submits a Request for
20 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
21 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not
22 receive a share from the Net Settlement Fund. Any Class Member who does not affirmatively request
23 exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be
24 bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the
25 Released Class Claims, as well as any judgment with respect to the Class Settlement that may be entered
26 by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA
27 Members will be bound to the PAGA Settlement and will be issued their share of the PAGA Fund as
28 part of their Individual Settlement Payment, irrespective of whether they submit a Request for Exclusion.

53. Escalator. The Gross Settlement Amount was calculated with, and is premised on, the understanding that Class Members worked approximately Thirty-Seven Thousand (37,000) Workweeks during the Class Period. If the actual number of Workweeks worked by Class Members eligible to participate in the Settlement is greater than ten percent (10%) of this estimate, then Defendant has the option to either: (1) increase the Gross Settlement Amount on a proportional basis above ten percent (10%) (i.e., if there is an 11% increase in the number of workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%); or (2) stipulate to end the Class Period and PAGA Period on the date when the total number of Workweeks was no greater than Forty Thousand Seven Hundred (40,700).

54. Class Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

55. Releases by Participating Class Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the applicable Class Period.

56. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the applicable PAGA Period.

57. Objection Procedures. To object to the Class Settlement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by

1 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
2 deemed to have waived all objections to the Settlement and will be foreclosed from making any
3 objections, whether by appeal or otherwise, to the Class Settlement. At no time will any of the Parties or
4 their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
5 Class Settlement or appeal from the final approval order and judgment. Class Counsel will not represent
6 any Class Members with respect to any such objections to the Class Settlement. If a Class Member
7 timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will
8 be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member
9 shall not participate in or be bound by the Class Settlement.

10 58. Certification Reports Regarding Individual Settlement Payment Calculations. The
11 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report that
12 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
13 the Class Settlement, and whether any Class Member has submitted a challenge to any information
14 contained in their Class Notice. Additionally, the Settlement Administrator will provide to counsel for
15 both Parties any updated reports regarding the administration of the Settlement Agreement as needed or
16 requested.

17 59. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
18 of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class
19 Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and
20 (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
21 services performed in connection with the Settlement.

22 60. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
23 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
24 more than one hundred and eighty (180) calendar days after issuance will be tendered to the Justice Gap
25 Fund maintained by The State Bar of California.

26 61. Certification of Completion. Upon completion of administration of the Settlement, the
27 Settlement Administrator will provide a written declaration under oath to certify such completion to the
28 Court and counsel for all Parties.

1 62. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
2 be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be
3 allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be
4 allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA
5 Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be
6 issued.

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

12 64. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
13 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on
14 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this
15 regard.

16 65. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
17 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
18 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
19 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
20 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
21 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
22 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
23 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
24 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
25 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
26 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
27 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
28 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY

1 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
2 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
3 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
4 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
5 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
6 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
7 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
8 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
9 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
10 AGREEMENT.

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

15 67. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
16 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
17 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
18 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
19 likewise be treated as void from the beginning.

20 68. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
21 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
22 for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary
23 approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The
24 Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as
25 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this
26 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
27 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting
28 all documents necessary to obtain preliminary approval.

1 69. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
2 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
3 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
4 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
5 the Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and
6 Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness
7 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
8 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
9 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval
10 hearing.

11 70. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
12 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
13 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
14 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
15 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as
16 set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement
17 Administrator's website.

18 71. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by
19 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
20 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
21 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this
22 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
23 California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives
24 any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California
25 Civil Code or similar provisions of applicable law which are as follows:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
27 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
28 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE

1 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
2 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
3 PARTY.

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

7 73. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
8 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
9 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
10 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
11 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
12 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
13 contradict the terms of this Settlement Agreement.

14 74. Amendment or Modification. No amendment, change, or modification to this Settlement
15 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
16 by the Court.

17 75. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
18 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
19 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
20 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
21 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
22 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
23 reach agreement on the form or content of any document needed to implement the Settlement, or on any
24 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
25 may seek the assistance of the Court to resolve such disagreement.

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

28 77. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto

1 will be governed by and interpreted according to the laws of the State of California.

2 78. Execution and Counterparts. This Settlement Agreement is subject only to the execution
3 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
4 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
5 copies of the signature page, will be deemed to be one and the same instrument.

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

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

16 81. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
17 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
18 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
19 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

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

27 83. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
28 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In

entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

84. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

85. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

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

88. Representation By Counsel. The Parties acknowledge that they have been represented

1 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
2 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
3 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

4 89. All Terms Subject to Final Court Approval. All amounts and procedures described in
5 this Settlement Agreement herein will be subject to final Court approval.

6 90. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
7 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
8 Settlement Agreement.

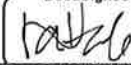
9 91. Binding Agreement. The Parties warrant that they understand and have full authority to
10 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
11 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
12 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
13 otherwise might apply under federal or state law.

14 **READ CAREFULLY BEFORE SIGNING**

15 **PLAINTIFF**

16
17 Dated: 10/20/2023

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Natasha Le

DocuSigned by:

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20 **DEFENDANT INDEPENDENT OPTIONS, INC.**

21 Dated: 11/8/23

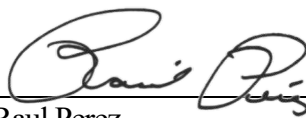
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23 Dennis Mattson, CIO
24 Independent Options, Inc.

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APPROVED AS TO FORM

CAPSTONE LAW APC

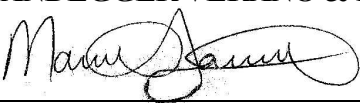
Dated: 10/20/2023

By: 
Raul Perez

Attorneys for Plaintiff Natasha Le

LANDEGGER VERANO & DAVIS, ALC

Dated: 11/03/2023

By: 
Marie Davis

Attorneys for Defendant Independent Options, Inc.

Exhibit A

Le v. Independent Options Inc., No. 37-2022-00046457-CU-OE-CTL
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN DIEGO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Defendant Independent Options, Inc. (“Defendant”) as non-exempt, hourly paid employees in the State of California in: (a) caregiver positions at any time from December 7, 2021 through the earlier of December 31, 2023 or the date of Preliminary Approval (“CG Class”); and (b) positions other than caregivers at any time from November 16, 2018 through the earlier of December 31, 2023 or the date of Preliminary Approval (“NCG Class”) (the “CG Class” and “NCG Class” are collectively referred to herein as “Class Members”).

All persons who worked for Defendant as non-exempt, hourly paid employees in the State of California in: (a) caregiver positions at any time from December 7, 2021 through the earlier of December 31, 2023 or the date of Preliminary Approval (“CG PAGA Group”); and (b) positions other than caregivers at any time from November 16, 2021 through the earlier of December 31, 2023 or the date of Preliminary Approval (“NCG PAGA Group”). (the “CG PAGA Group” and “NCG PAGA Group” are collectively referred to herein as “PAGA Members”).

On _____, the Honorable Keri Katz of the San Diego County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _ :00 _m. on _____, 2024 in Department C-74 of the San Diego County Superior Court located at 330 W Broadway, San Diego, California 92101.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the facts alleged in the Action during the applicable Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the applicable PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE] in Department C-74 of the San Diego County Superior Court located at 330 W Broadway, San Diego, California 92101. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement.

Summary of the Litigation

Plaintiff Natasha Le, on her behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On September 7, 2023, the parties participated in a mediation with Lynn Frank, Esq., an experienced and well-respected class action mediator. With Ms. Frank’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$750,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Natasha Le for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendant; (3) \$250,000 in attorneys’ fees and up to \$15,000 in litigation costs and expenses; (4) a \$40,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$30,000 payment to the California Labor and Workforce Development Agency (“LWDA”) in

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

connection with the PAGA, and a \$10,000 payment (“PAGA Fund”) to all PAGA Members; and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$10,250. After deducting the above payments, a total of approximately \$424,750 will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Fund”). Additionally, all PAGA Members will receive a proportional share of the \$10,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from: (a) December 7, 2021 through [the earlier of December 31, 2023 or the date of Preliminary Approval] for the CG Class; and (b) November 16, 2018 through [the earlier of December 31, 2023 or the date of Preliminary Approval] for the NCG Class (“Class Period”), and the aggregate total number of Workweeks worked by all Class Members during the applicable Class Period. To determine each Class Member’s estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member’s share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant’s records, you worked during the applicable Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ ____.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from: (a) December 7, 2021 through [the earlier of December 31, 2023 or the date of Preliminary Approval] for the CG PAGA Group; and (b) November 16, 2021 through [the earlier of December 31, 2023 or the date of Preliminary Approval] for the NCG PAGA Group (“PAGA Period”), and the aggregate total number of Workweeks worked by all PAGA Members during the applicable PAGA Period. To determine each PAGA Member’s estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the “PAGA Workweek Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendant’s records, you worked during the applicable PAGA Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ _____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____
Fax No. _____

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims during the applicable Class Period, and if you are also a PAGA Member, the Released PAGA Claims during the applicable PAGA Period:

Released Class Claims: All claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint during the applicable Class Period, including claims for violation of: (1) Labor Code sections 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (2) Labor Code sections 226.7, 516, and 1198 (failure to authorize and permit rest periods); (3) Labor Code sections 510 and 1198 (unpaid overtime); (4) Labor Code sections 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (5) Labor Code sections 201 and 202 (wages not timely paid upon termination); (6) Labor Code section 204 (failure to timely pay wages during employment); (7) California Business & Professions Code sections 17200, *et seq.* (unlawful business practices); and (9) California Business & Professions Code sections 17200, *et seq.* (unfair business practices).

Released PAGA Claims: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were alleged or could reasonably have been alleged based on the facts alleged in Plaintiff's LWDA letter during the PAGA Period.

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2024. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2024, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – *Object to the Settlement*

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2024. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Diego and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
 1875 Century Park E., Suite 1000
 Los Angeles, CA 90067
 Phone: 1 (888) 507-0138

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH INQUIRIES.