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Attorneys for Plaintiffs  
CHRISTOPHER VANDYCKE,  
JOHN E. SMITH, and MICHAEL TAPIA

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

CHRISTOPHER VANDYCKE, JOHN E.  
SMITH, and MICHAEL TAPIA, individually  
and on behalf of others similarly situated,

Plaintiffs,

vs.

PACIFIC COAST SUPPLY, LLC, and DOES  
1 through 25, inclusive,

Defendants.

Case No. 23CV027855

Honorable Michael Markman  
Department 23

**SUPPLEMENTAL DECLARATION OF  
ANNABEL BLANCHARD IN SUPPORT OF  
PLAINTIFFS' MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION AND PAGA  
SETTLEMENT**

Date: October 9, 2025  
Time: 10:00 a.m.  
Dept.: 23

Complaint Filed: February 14, 2023  
FAC Filed: May 19, 2023  
SAC Filed: June 30, 2025  
Trial Date: Not Set

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1 a.m. (See September 2, 2025 Order re: Hearing on Motion for Preliminary Approval of Settlement  
2 attached hereto as **Exhibit 2**).

3 7. In order to address the Court's concerns, the Parties executed the First Amended Joint  
4 Stipulation of Class Action and PAGA Settlement ("Amended Settlement Agreement" attached as  
5 **Exhibit 3**) on October 1, 2025, which removes the language specified by the Court, to address the  
6 issues raised by the Court's Tentative Ruling and Order. Attached as **Exhibit 4** is a redlined version  
7 comparing the original agreement with the Amended Settlement Agreement.

8 8. Attached as **Exhibit 5** is a revised Notice to be sent to Class Members which includes  
9 the settlement administrator's website, updates the address of department 23, adds language indicating  
10 checks will expire, how the funds from unclaimed checks will be distributed, and adds the language  
11 regarding access to documents via the Court's online public portal. ("Revised Notice"). Attached as  
12 **Exhibit 6** is a redlined version comparing the original Notice with the Revised Notice.

13 9. Filed concurrently with this declaration is a Revised Proposed Order which references  
14 the Amended Settlement Agreement and attaches the Revised Notice.

15 10. The Parties suggest a date of February 12, 2026 at 10:00 a.m. for the hearing on  
16 Plaintiffs' Motion for Final Approval of Class and PAGA Settlement ("Motion for Final Approval"),  
17 and a filing deadline of January 21, 2026 for the Motion for Final Approval.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing  
19 is true and correct.

20 Executed on October 1, 2025, at Beverly Hills, California

21  
22 *A. Blanchard*  
23 \_\_\_\_\_  
24 Annabel Blanchard  
25  
26  
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## **EXHIBIT 1**

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA**

**23CV027855: VANDYCKE, et al. vs PACIFIC COAST SUPPLY, LLC  
09/02/2025 Hearing on Motion - Other Motion for Preliminary Approval of Class Action  
and PAGA Settlement; filed by CHRISTOPHER VANDYCKE (Plaintiff) + CRS#  
670719292593 in Department 23**

Tentative Ruling - 08/29/2025 Michael Markman

The Hearing on Motion - Other Motion for Preliminary Approval of Class Action and PAGA Settlement; filed by CHRISTOPHER VANDYCKE (Plaintiff) + CRS# 670719292593 scheduled for 09/02/2025 is continued to 10/09/2025 at 10:00 AM in Department 23 at Rene C. Davidson Courthouse .

**BACKGROUND**

This is a consolidated wage-and-hour class action and PAGA representative action. Plaintiffs Christopher Vandycke, John E. Smith, and Michael Tapia and Defendant Pacific Coast Supply, LLC have agreed to settle the claims for \$900,000.00, which includes an attorney's fee award of up to \$315,000.00; reimbursement of Plaintiffs' litigation costs up to \$40,000.00; an enhancement award of up to \$15,000.00 for each representative plaintiff; settlement administration costs of up to \$22,000.00; and \$150,000.00 in PAGA civil penalties, 75% of which go to California's Labor and Workforce Development Agency (LWDA) and 25% to aggrieved employees. The remaining settlement funds are to be distributed among participating class members on a pro rata basis.

**LEGAL STANDARD**

To prevent "fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) The Court "must determine the settlement is fair, adequate, and reasonable." (*Id.* at p. 1801.) "The well-recognized factors that the trial court should consider in evaluating the reasonableness of a class action settlement agreement include 'the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.'" (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 [quoting *Dunk, supra*, at p. 1801].)

Similarly, a "trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 [noting overlap of factors in class action analysis, "including the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount"].)

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA**

**23CV027855: VANDYCKE, et al. vs PACIFIC COAST SUPPLY, LLC  
09/02/2025 Hearing on Motion - Other Motion for Preliminary Approval of Class Action  
and PAGA Settlement; filed by CHRISTOPHER VANDYCKE (Plaintiff) + CRS#  
670719292593 in Department 23**

**PRELIMINARY APPROVAL**

Plaintiffs’ counsel investigated and obtained information from Defendant, analyzing class member timecard and payroll data and the policies contained in Defendant’s Employee Handbook. (Blanchard Decl., ¶¶ 24–26.) The parties settled after participating in an arm’s length mediation with a professional mediator. (*Id.*, ¶ 23.) Plaintiff includes an adequate *Kullar* analysis, providing a reasonable estimate of the number of class members, the total estimated possible recovery, and an explanation why the settlement was reasonable in light thereof. (See *id.*, ¶¶ 27–40.) The court gives “considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm’s length transaction entered without self-dealing or other potential misconduct.” (*Kullar*, supra, 168 Cal.App.4th at p. 129.) The terms of the settlement and notice procedures appear generally fair, reasonable, and adequate. A few changes, however, are required, before the court grants preliminary approval.

The following sentence should be removed from the agreement, was the parties have, in accordance with section 384, agreed that unpaid residue will go California Court Appointed Special Advocates (CASA): “The Parties agree that this disposition results in no ‘unpaid residue’ under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks.” (Blanchard Decl., Ex. 3, ¶ 35.)

To the extent the settlement agreement implies that a written objection is required, it will not be enforced. (See Blanchard Decl., Ex. 3, ¶ 29 [“To object to the Class Settlement, Settlement Class Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline.”].) The court recognizes that the agreement later notes that class members “individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.” (*Ibid.*)

The notice must be revised to inform class members that checks will expire and how unclaimed funds will be distributed. The notice must include, under the heading “6. How Do I Obtain More Information?,” the following language:

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA**

**23CV027855: VANDYCKE, et al. vs PACIFIC COAST SUPPLY, LLC  
09/02/2025 Hearing on Motion - Other Motion for Preliminary Approval of Class Action  
and PAGA Settlement; filed by CHRISTOPHER VANDYCKE (Plaintiff) + CRS#  
670719292593 in Department 23**

using one of the computer terminal kiosks available at each court location that has  
a facility for civil filings.

The notice should also include a Settlement Administrator's website, not just the court's ePortal site. (See Proposed Notice, p. 6.) Finally, the notice should also be revised to note that Department 23's location is in the Administration Building at 1221 Oak Street.

**SERVICE AWARD, FEES, & COSTS**

The court will not rule on the incentive award for the representative plaintiff, attorney's fees, or costs until final approval but provides the following preliminary guidance:

Any incentive, enhancement, or service award must be supported with "quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs." (*Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 807.) This court is unlikely to approve an award of more than \$7,500.00 absent special circumstances.

This court's benchmark for attorney's fees is 30%. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495; *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557 fn 13; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 fn 11.) A "court approving a settlement that includes a negotiated fee [] is required to decide if the fee negotiated by the parties closely approximates the value of the attorneys' work." (*Robbins v. Alibrandi*, 127 Cal.App.4th 438, 452.) Counsel must address the value of the attorneys' work, as well as the justification for any deviation from this court's benchmark. Ten percent of the attorney's fee award must be held by the settlement administrator until completion of the distribution process and court approval of a final accounting.

The settlement agreement authorizes reimbursement of litigation costs. Counsel must provide evidentiary support for the actual costs incurred at the time of final approval.

The court's preference is for Plaintiffs to move for final approval, including approval of attorneys' fees, costs, and Plaintiffs' enhancement awards, in a single motion.

**ORDER**

Plaintiff's motion for preliminary approval of class action settlement is CONTINUED to October 9, 2025 at 10:00 am in Department 23. At least five (5) court days before the continued hearing, Plaintiff must submit a revised proposed order and declaration addressing the issues noted above and suggesting a date, a Thursday at 10:00 am, for the final approval hearing. Any revised documents should be submitted, in a searchable format, as both fully executed versions

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA**

**23CV027855: VANDYCKE, et al. vs PACIFIC COAST SUPPLY, LLC  
09/02/2025 Hearing on Motion - Other Motion for Preliminary Approval of Class Action  
and PAGA Settlement; filed by CHRISTOPHER VANDYCKE (Plaintiff) + CRS#  
670719292593 in Department 23**

and in redline.

**HOW DO I CONTEST A TENTATIVE RULING?**

**THROUGH eCOURT**

Notify the Court and all the other parties no later than 4:00 PM one court day before the scheduled hearing, and briefly identify the issues you wish to argue through the following steps:

1. Log into eCourt Public Portal
2. Case Search
3. Enter the Case Number and select “Search”
4. Select the Case Name
5. Select the Tentative Rulings Tab
6. Select “Click to Contest this Ruling”
7. Enter your Name and Reason for Contesting
8. Select “Proceed”

**BY EMAIL**

Send an email to the DEPARTMENT CLERK ([dept23@alameda.courts.ca.gov](mailto:dept23@alameda.courts.ca.gov)) and all the other parties no later than 4:00 PM one court day before the scheduled hearing. This will permit the department clerk to send invitations to counsel to appear remotely.

Notice via **BOTH** eCourt **AND** email is required. The tentative ruling will become the ruling of the court if no party contests the tentative ruling.

## **EXHIBIT 2**

# **SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

Rene C. Davidson Courthouse, Department 23

JUDICIAL OFFICER: HONORABLE MICHAEL MARKMAN

Courtroom Clerk: Timothy Lopez

CSR: None

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**23CV027855**

September 2, 2025  
10:00 AM

**VANDYCKE, et al.**

**vs**

**PACIFIC COAST SUPPLY, LLC**

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## **MINUTES**

**NATURE OF PROCEEDINGS: Hearing on Motion - Other Motion for Preliminary Approval of Class Action and PAGA Settlement; filed by CHRISTOPHER VANDYCKE (Plaintiff) + CRS# 670719292593 filed by CHRISTOPHER VANDYCKE (Plaintiff); JOHN E. SMITH (Plaintiff); MICHAEL TAPIA (Plaintiff) on 08/12/2025**

The Hearing on Motion - Other Motion for Preliminary Approval of Class Action and PAGA Settlement; filed by CHRISTOPHER VANDYCKE (Plaintiff) + CRS# 670719292593 scheduled for 09/02/2025 is continued to 10/09/2025 at 10:00 AM in Department 23 at Rene C. Davidson Courthouse .

## **BACKGROUND**

This is a consolidated wage-and-hour class action and PAGA representative action. Plaintiffs Christopher Vandycke, John E. Smith, and Michael Tapia and Defendant Pacific Coast Supply, LLC have agreed to settle the claims for \$900,000.00, which includes an attorney's fee award of up to \$315,000.00; reimbursement of Plaintiffs' litigation costs up to \$40,000.00; an enhancement award of up to \$15,000.00 for each representative plaintiff; settlement administration costs of up to \$22,000.00; and \$150,000.00 in PAGA civil penalties, 75% of which go to California's Labor and Workforce Development Agency (LWDA) and 25% to aggrieved employees. The remaining settlement funds are to be distributed among participating class members on a pro rata basis.

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To prevent "fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) The Court "must determine the settlement is fair, adequate, and reasonable." (*Id.* at p. 1801.) "The well-recognized factors that the trial court should consider in evaluating the reasonableness of a class action settlement agreement include 'the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and stage of the proceedings, the experience and views of counsel, the presence of a

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

governmental participant, and the reaction of the class members to the proposed settlement.” (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 128 [quoting Dunk, supra, at p. 1801].)

Similarly, a “trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 77 [noting overlap of factors in class action analysis, “including the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount”].)

### **PRELIMINARY APPROVAL**

Plaintiffs’ counsel investigated and obtained information from Defendant, analyzing class member timecard and payroll data and the policies contained in Defendant’s Employee Handbook. (Blanchard Decl., ¶¶ 24–26.) The parties settled after participating in an arm’s length mediation with a professional mediator. (*Id.*, ¶ 23.) Plaintiff includes an adequate Kullar analysis, providing a reasonable estimate of the number of class members, the total estimated possible recovery, and an explanation why the settlement was reasonable in light thereof. (See *id.*, ¶¶ 27–40.) The court gives “considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm’s length transaction entered without self-dealing or other potential misconduct.” (Kullar, supra, 168 Cal.App.4th at p. 129.) The terms of the settlement and notice procedures appear generally fair, reasonable, and adequate. A few changes, however, are required, before the court grants preliminary approval.

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The notice must be revised to inform class members that checks will expire and how unclaimed funds will be distributed. The notice must include, under the heading “6. How Do I Obtain More Information?,” the following language:

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# SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

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After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

The notice should also include a Settlement Administrator's website, not just the court's ePortal site. (See Proposed Notice, p. 6.) Finally, the notice should also be revised to note that Department 23's location is in the Administration Building at 1221 Oak Street.

## **SERVICE AWARD, FEES, & COSTS**

The court will not rule on the incentive award for the representative plaintiff, attorney's fees, or costs until final approval but provides the following preliminary guidance:

Any incentive, enhancement, or service award must be supported with "quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs." (*Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 807.) This court is unlikely to approve an award of more than \$7,500.00 absent special circumstances.

This court's benchmark for attorney's fees is 30%. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495; *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557 fn 13; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 fn 11.) A "court approving a settlement that includes a negotiated fee [] is required to decide if the fee negotiated by the parties closely approximates the value of the attorneys' work." (*Robbins v. Alibrandi*, 127 Cal.App.4th 438, 452.) Counsel must address the value of the attorneys' work, as well as the justification for any deviation from this court's benchmark. Ten percent of the attorney's fee award must be held by the settlement administrator until completion of the distribution process and court approval of a final accounting.

The settlement agreement authorizes reimbursement of litigation costs. Counsel must provide evidentiary support for the actual costs incurred at the time of final approval.

The court's preference is for Plaintiffs to move for final approval, including approval of attorneys' fees, costs, and Plaintiffs' enhancement awards, in a single motion.

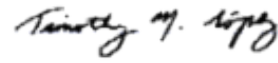
## **ORDER**

Plaintiff's motion for preliminary approval of class action settlement is CONTINUED to October 9, 2025 at 10:00 am in Department 23. At least five (5) court days before the continued

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

hearing, Plaintiff must submit a revised proposed order and declaration addressing the issues noted above and suggesting a date, a Thursday at 10:00 am, for the final approval hearing. Any revised documents should be submitted, in a searchable format, as both fully executed versions and in redline.

The Court orders counsel to obtain a copy of this order from the eCourt portal.



By:

T. Lopez, Deputy Clerk

Minutes of: 09/02/2025

Entered on: 09/02/2025

## **EXHIBIT 3**

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

This First Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") is made and entered into by and between Plaintiffs Christopher VanDycke, John E. Smith, and Michael Tapia ("Plaintiffs" or "Class Representatives"), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Pacific Coast Supply, LLC ("Defendant") (together, Plaintiffs and Defendant are referred to as "Parties" and individually as "Party").

Pursuant to Paragraph 45 of the Joint Stipulation of Class Action and PAGA Settlement which was executed by the Parties on June 12, 2025 ("Original Agreement"), the Original Agreement is hereby replaced and supplanted in its entirety by this instrument.

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

**RECITALS**

1. On January 30, 2023, Plaintiffs Christopher VanDycke ("Plaintiff VanDycke") and John E. Smith ("Plaintiff Smith") provided written notice to the Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Letter"). On February 14, 2023, Plaintiffs VanDycke and Smith filed a Class Action Complaint for Damages ("Original Complaint") in the action entitled *Christopher VanDycke & John E. Smith v. Pacific Coast Supply, LLC*, Alameda County Superior Court Case No. 23CV027855, thereby commencing a putative class action against Defendant.

2. On May 19, 2023, Plaintiffs VanDycke and Smith filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* ("First Amended Complaint" or "FAC") in the action, thereby adding to the class action claims a cause of action for civil penalties pursuant to the Private Attorneys General Act (Cal. Lab. Code §§2698, et seq.) to the Action. The FAC alleges ten (10) causes of action for violations

1 of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure  
2 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant  
3 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,  
4 failure to provide accurate wage statements, failure to pay wages timely upon termination of  
5 employment, failure to reimburse necessary business expenses, violations of California Business &  
6 Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code  
7 violations, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to  
8 California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor  
9 Code violations.

10 3. On June 30, 2025, Plaintiffs filed a Second Amended Class Action Complaint for  
11 Damages and Enforcement Under PAGA to add Plaintiff Michael Tapia as a named plaintiff and Class  
12 Representative. The Second Amended Complaint is the Operative Complaint in the Action  
13 (“Operative Complaint” or “SAC” or “Second Amended Complaint”). The “Action” as referred to  
14 herein shall be defined as the action entitled *Christopher VanDycke & John E. Smith v. Pacific Coast*  
15 *Supply, LLC*, Alameda County Superior Court Case No. 23CV027855, inclusive of the plaintiffs and  
16 claims in any operative complaint filed therein.

17 4. Defendant denies all materials allegations set forth in the Action and has asserted  
18 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
19 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and  
20 Released PAGA Claims (as defined herein).

21 5. Class Counsel diligently investigated the class and PAGA claims against Defendant,  
22 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
23 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.  
24 The Parties have engaged in sufficient informal discovery and investigation to assess the relative  
25 merits of the claims and contentions of the Parties.

26 6. On March 4, 2024, the Parties participated in mediation with Hon. Daniel Buckley  
27 (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions. The Parties did not  
28 reach an agreement at mediation, however, after ongoing negotiations and with the assistance of the

1 Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The Parties'  
2 settlement discussions were conducted at arms' length, and the Settlement is the result of an informed  
3 and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks  
4 associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class  
5 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in  
6 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class  
7 Members, State of California, and PAGA Employees in light of all known facts and circumstances,  
8 including the risk of significant delay and uncertainty associated with litigation and various defenses  
9 asserted by Defendant.

10 7. The Parties expressly acknowledge that this Settlement Agreement is entered into  
11 solely for the purpose of compromising significantly disputed claims and that nothing herein is an  
12 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not  
13 approved, it will be of no force or effect, and the Parties shall be returned to their original respective  
14 positions.

### 15 **DEFINITIONS**

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

18 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for  
19 Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and  
20 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 11.

21 b. "Class" or "Class Member(s)" means all current and former hourly-paid or non-  
22 exempt employees who worked for Defendant within the State of California at any time during the  
23 Class Period.

24 c. "Class Counsel" means Jonathan M. Genish, Barbara DuVan-Clarke,  
25 Alexander K. Spellman, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek  
26 to be appointed counsel for the Class.

27 d. "Class List" means a complete list of all Class Members that Defendant will  
28 diligently and in good faith compile from its records and provide to the Settlement Administrator. The

1 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following  
2 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security  
3 number; (4) dates worked for Defendant during the Class Period; (5) Workweeks worked for  
4 Defendant during the Class Period; (6) Pay Periods worked for Defendant during the PAGA Period (if  
5 applicable); and (7) such other information as is necessary for the Settlement Administrator to  
6 calculate Workweeks and Pay Periods.

7 e. "Class Notice" means the Notice of Class Action Settlement, substantially in  
8 the form attached hereto as "Exhibit A."

9 f. "Class Period" means the period from February 14, 2019, through October 30,  
10 2024.

11 g. "Class Settlement" means the settlement and resolution of all Released Class  
12 Claims.

13 h. "Court" means the Superior Court of the State of California for the County of  
14 Alameda.

15 i. "Defendant's Counsel" means Larry M. Kazanjian of Palmer Kazanjian Wohl  
16 Hodson, LLP.

17 j. "Effective Date" means the date when all of the following events have occurred:  
18 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's  
19 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been  
20 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class  
21 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and  
22 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court  
23 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the  
24 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,  
25 the later of the following events: five business days after the period for filing any appeal, writ, or other  
26 appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without  
27 any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other  
28 appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five

1 business days after any appeal, writ, or other appellate proceedings opposing the Court's Final  
2 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further  
3 remedies or relief.

4 k. "Employer Taxes" means the employer's share of taxes and contributions in  
5 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant  
6 in addition to the Gross Settlement Amount.

7 l. "Enhancement Payment(s)" means the amount to be paid to each of the  
8 Plaintiffs, in recognition of their effort and work in prosecuting the Action on behalf of Class Members  
9 and PAGA Employees, as set forth in Paragraph 12.

10 m. "Final Approval" means the determination by the Court that the Settlement is  
11 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

12 n. "Final Approval Hearing" means the hearing at which the Court will consider  
13 and determine whether the Settlement should be granted Final Approval.

14 o. "Final Approval Order and Judgment" means the order granting final approval  
15 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the  
16 Parties, and subject to approval by the Court.

17 p. "Gross Settlement Amount" means the amount of Nine Hundred Thousand  
18 Dollars (\$900,000) to be paid by Defendant in full satisfaction of the Action, Released Class Claims,  
19 and Released PAGA Claims, which includes all Attorneys' Fees and Costs, Enhancement Payments,  
20 PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the  
21 Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the  
22 Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross  
23 Settlement Amount will return to Defendant. The Gross Settlement Amount is subject to increase, as  
24 provided in Paragraph 15.

25 q. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee  
26 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be  
27 calculated in accordance with Paragraph 17.

28 r. "Individual Settlement Payment" means the net payment of each Settlement

1 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and  
2 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
3 Paragraph 18.

4 s. "Individual Settlement Share" means the *pro rata* share of the Net Settlement  
5 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
6 in accordance with Paragraph 16.

7 t. "LWDA Payment" means the amount of One Hundred Twelve Thousand, Five  
8 Hundred Dollars (\$112,500), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to  
9 the LWDA under the PAGA Settlement, as set forth in Paragraph 13.

10 u. "Net Settlement Amount" means the portion of the Gross Settlement Amount  
11 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount  
12 less the Court-approved Attorneys' Fees and Costs, Enhancement Payments, PAGA Amount, and  
13 Settlement Administration Costs.

14 v. "Notice of Objection" means a Settlement Class Member's written objection to  
15 the Class Settlement, which must: (a) contain the case name; (b) contain the objector's full name,  
16 signature, address, telephone number, and the last four (4) digits of the objector's Social Security  
17 number; (c) contain a written statement of all grounds for the objection accompanied by any legal  
18 support for such objection; (d) contain copies of any papers, briefs, or other documents upon which  
19 the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified  
20 address, postmarked on or before the Response Deadline.

21 w. "PAGA Amount" means the allocation of One Hundred Fifty Thousand Dollars  
22 (\$150,000) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%)  
23 of the PAGA Amount, or \$112,500, will be paid to the LWDA (i.e., the LWDA Payment) and the  
24 remaining twenty-five percent (25%), or \$37,500, will be distributed to the PAGA Employees (i.e.,  
25 the PAGA Employee Amount).

26 x. "PAGA Employees" means all current and former hourly-paid or non-exempt  
27 employees who worked for Defendant within the State of California at any time during the PAGA  
28 Period.

1 y. "PAGA Employee Amount" means the amount of Thirty-Seven Thousand, Five  
2 Hundred Dollars (\$37,500), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on  
3 a *pro rata* basis based on their Pay Periods.

4 z. "PAGA Period" means the period from January 30, 2022, through October 30,  
5 2024.

6 aa. "PAGA Settlement" means the settlement and resolution of all Released PAGA  
7 Claims.

8 bb. "Pay Periods" means the number of pay periods each PAGA Employee worked  
9 for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period,  
10 which will be calculated by the Settlement Administrator using start and end dates of employment.

11 cc. "Preliminary Approval" means the date on which the Court enters the  
12 Preliminary Approval Order.

13 dd. "Preliminary Approval Order" means the order granting preliminary approval  
14 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
15 the Court.

16 ee. "Released Class Claims" means any and all claims or causes of action which  
17 were alleged or which could have been alleged based on the factual allegations in the Operative  
18 Complaint, arising during the Class Period, and shall specifically include claims for Defendant's  
19 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and  
20 associated premium payments, timely pay wages during employment and upon termination, provide  
21 compliant wage statements, and reimburse necessary business-related expenses in violation of  
22 California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197,  
23 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, California Business  
24 and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory  
25 penalties, pertaining to the Class Members.

26 ff. "Released PAGA Claims" means any and all claims arising from any of the  
27 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the  
28 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, for Defendant's

1 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and  
2 associated premium payments, timely pay wages during employment and upon termination, provide  
3 compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary  
4 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a),  
5 226.7, 210, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare  
6 Commission Wage Orders.

7 gg. "Released Parties" means Defendant and all of Defendant's past, present and  
8 future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers,  
9 parents, related entities, officers, directors, shareholders, employees, agents, principals,  
10 representatives, accountants, auditors, consultants, insurers, reinsurers, and assigns.

11 hh. "Request for Exclusion" means a letter submitted by a Class Member indicating  
12 a request to be excluded from the Class Settlement, which must: (a) contain the case name; (b) contain  
13 the Class Member's full name, signature, address, telephone number, and last four (4) digits of the  
14 Class Member's Social Security number; (c) clearly state that the Class Member does not wish to be  
15 included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the  
16 specified address, postmarked on or before the Response Deadline.

17 ii. "Response Deadline" means the deadline by which Class Members must submit  
18 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that  
19 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement  
20 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which  
21 case the Response Deadline will be extended to the next day on which the United States Postal service  
22 is open. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for  
23 that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

24 jj. "Settlement Administrator" means Apex Class Action LLC or any other third-  
25 party class action settlement administrator agreed to by the Parties and approved by the Court for  
26 purposes of administering the Settlement. The Parties and their counsel each represent that they do  
27 not have any financial interest in the Settlement Administrator or otherwise have a relationship with  
28 the Settlement Administrator that could create a conflict of interest.

1           kk.     “Settlement Administration Costs” means the costs payable from the Gross  
2 Settlement Amount to the Settlement Administrator for administrating the Settlement, as set forth in  
3 Paragraph 14.

4           ll.     “Settlement Class” or “Settlement Class Member(s)” means all Class Members  
5 who do not submit a timely and valid Request for Exclusion.

6           mm.    “Workweeks” means the number of weeks each Class Member worked for  
7 Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which  
8 will be calculated by the Settlement Administrator using start and end dates of employment.

9           nn.    “Workweeks Dispute” means a letter submitted by a Class Member disputing  
10 the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a)  
11 contain the case name; (b) contain the Class Member’s full name, signature, address, telephone  
12 number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state  
13 that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class  
14 Member/PAGA Employee and what the Class Member/PAGA Employee contends is the correct  
15 number; and (d) be returned by mail to the Settlement Administrator at the specified address,  
16 postmarked on or before the Response Deadline.

#### 17                                   **CLASS CERTIFICATION**

18           9.     For the purposes of this Settlement only, the Parties stipulate to the certification of the  
19 Class.

20           10.    The Parties agree that certification for the purpose of settlement is not an admission  
21 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for  
22 whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as  
23 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not  
24 be admissible in connection with, the issue of whether or not certification would be inappropriate in a  
25 non-settlement context.

#### 26                                   **TERMS OF THE AGREEMENT**

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

11. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$315,000 if the Gross Settlement Amount is \$900,000) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Forty Thousand Dollars (\$40,000), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

12. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiffs for Enhancement Payments in the amount up to Fifteen Thousand Dollars (\$15,000) to *each* Plaintiff (for a total of \$45,000). The Enhancement Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to Plaintiffs' Individual Settlement Payments as Settlement Class Members and Individual PAGA Payments as a PAGA Employees (if applicable). Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of One Hundred Fifty Thousand Dollars (\$150,000) shall be allocated from the Gross Settlement Amount

1 toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*  
2 (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$112,500, will be paid to the  
3 LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$37,500, will be distributed to  
4 PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number  
5 of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA  
6 Payments).

7 14. Settlement Administration Costs. The Settlement Administrator will be paid for the  
8 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
9 which is currently estimated not to exceed Twenty-Two Thousand Dollars (\$22,000). These costs,  
10 which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter*  
11 *alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and  
12 other documents for the Settlement, calculating and distributing payments due under the Settlement,  
13 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and  
14 remittances, providing necessary reports and declarations, and other duties and responsibilities set  
15 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual  
16 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess  
17 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any  
18 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not  
19 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement  
20 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the  
21 Settlement Class Members.

22 15. Escalator Clause. Defendant has represented that the Class Members worked a total of  
23 65,172 Workweeks during the time period from February 14, 2029, through March 4, 2024. If it is  
24 determined by the Settlement Administrator that the total number of Workweeks worked by the Class  
25 Members during the Class Period actually exceeds 65,172, then the Defendant will have the option to  
26 either: 1) increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase  
27 in the number of Workweeks worked by the Class Members above 65,172; or 2) end the Class Period  
28 and PAGA Period, and the related release periods, on the date upon which Workweeks equal or do not

1 exceed 65,172.

2 16. Individual Settlement Share Calculations. Individual Settlement Shares will be  
3 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of  
4 Workweeks, as follows:

5 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
6 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek  
7 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value  
8 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be  
9 entitled to receive under the Class Settlement.

10 b. After Final Approval, the Settlement Administrator will divide the final Net  
11 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek  
12 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek  
13 Value to each Settlement Class Member's final Individual Settlement Share.

14 17. Individual PAGA Payment Calculations. Individual PAGA Payments will be  
15 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'  
16 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee  
17 Amount, (i.e., 25% of the PAGA Amount, equal to \$37,500) by the Pay Periods of all PAGA  
18 Employees to yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay  
19 Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

20 18. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each  
21 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty  
22 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be  
23 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages  
24 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement  
25 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages  
26 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their  
27 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes  
28 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement

1 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties  
2 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

3 19. Administration of Taxes by the Settlement Administrator. The Settlement  
4 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA  
5 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be  
6 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement  
7 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll  
8 taxes and other legally required withholdings to the appropriate government authorities.

9 20. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not  
10 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
11 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement  
12 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation  
13 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement  
14 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class  
15 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties  
16 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class  
17 Members, and PAGA Employees should consult with their tax advisors concerning the tax  
18 consequences of any payment they receive under the Settlement.

19 21. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT  
20 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
21 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
22 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
23 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
24 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS  
25 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
26 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
27 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART  
28 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY

1 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
2 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)  
3 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEEMNT BASED UPON THE  
4 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
5 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
6 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY  
7 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
8 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
9 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S  
10 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY  
11 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
12 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY  
13 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

14 22. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
15 Settlement shall be deemed to be paid to the payee solely in the year in which such payments are  
16 actually issued to the payee. It is expressly understood and agreed that payments made under this  
17 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee  
18 to additional compensation or benefits under any new or additional compensation or benefits, or any  
19 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,  
20 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased  
21 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding  
22 any contrary language or agreement in any benefit or compensation plan document that might have  
23 been in effect during the Class Period).

24 23. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
25 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of  
26 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement  
27 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a  
28 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose

1 the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By  
2 way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval Order seeking the  
3 following:

- 4 a. Conditionally certifying the Class for settlement purposes only;
- 5 b. Granting Preliminary Approval of the Settlement;
- 6 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 7 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 8 e. Approving as to form and content, the mutually-agreed upon and proposed  
9 Class Notice and directing its mailing by First Class U.S. Mail;
- 10 f. Approving the manner and method for Class Members to request exclusion  
11 from or object to the Class Settlement as contained herein and within the Class Notice;
- 12 g. Scheduling a Final Approval Hearing at which the Court will determine whether  
13 Final Approval of the Settlement should be granted.

14 24. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),  
15 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary  
16 approval of the Settlement.

17 25. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,  
18 Defendant will provide the Class List to the Settlement Administrator.

19 26. Notice by First-Class U.S. Mail.

20 a. Within seven (7) calendar days after receiving the Class List from Defendant,  
21 the Settlement Administrator will perform a search based on the National Change of Address Database  
22 or any other similar services available, such as provided by Experian, for information to update and  
23 correct for any known or identifiable address changes, and will mail a Class Notice in English and  
24 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via  
25 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement  
26 Administrator.

27 b. Any Class Notice returned to the Settlement Administrator as undeliverable on  
28 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding

1 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on  
2 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly  
3 attempt to determine the correct address using a skip-trace or other search, using the name, address,  
4 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)  
5 calendar days.

6 c. Compliance with the procedures described herein above shall constitute due and  
7 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.  
8 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to  
9 provide notice of the Settlement.

10 27. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA  
11 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which  
12 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and  
13 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the  
14 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive  
15 means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence  
16 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks  
17 and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records  
18 will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA  
19 Employee produces information and/or documents to the contrary, the Settlement Administrator will  
20 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement  
21 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that  
22 the disputing Class Member/PAGA Employee should be credited with under the Settlement. The  
23 Settlement Administrator's decision on such disputes will be final and non-appealable.

24 28. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
25 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
26 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
27 postmark on the return mailing envelope will be the exclusive means to determine whether a Request  
28 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class

1 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are  
2 submitted, and also identify the individuals who have submitted a timely and valid Request for  
3 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.  
4 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members  
5 to request exclusion from the Class Settlement. Any Class Member who submits a Request for  
6 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who  
7 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will  
8 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively  
9 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion  
10 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining  
11 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants  
12 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to  
13 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they  
14 submit a Request for Exclusion.

15       29.   Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class  
16 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by  
17 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
18 envelope will be the exclusive means to determine whether a Notice of Objection has been timely  
19 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's  
20 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely  
21 and complete and which were not), and also attach them to a declaration that is to be filed with the  
22 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel  
23 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or  
24 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or  
25 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of  
26 whether they have submitted a Notice of Objection.

27       1.   Reports by the Settlement Administrator. The Settlement Administrator shall provide  
28 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed

1 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the  
2 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of  
3 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement  
4 Administrator will provide to counsel for the Parties any updated reports regarding the administration  
5 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it  
6 receives a request from an individual or any other entity regarding inclusion in the Class and/or  
7 Settlement or regarding a Workweeks Dispute.

8 30. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members  
9 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement  
10 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class  
11 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of  
12 the number of Class Members who have submitted timely and valid Requests for Exclusion following  
13 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement  
14 administration owed to the Settlement Administrator incurred up to that date.

15 31. Certification of Completion. Upon completion of administration of the Settlement, the  
16 Settlement Administrator will provide a written declaration under oath to certify such completion to  
17 the Court and counsel for all Parties.

18 32. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
19 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final  
20 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)  
21 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'  
22 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final  
23 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.  
24 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the  
25 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion  
26 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final  
27 Approval Order and Judgment, which will provide for, in substantial part, the following:

28 a. Approval of the Settlement as fair, reasonable, and adequate, and directing

1 consummation of its terms and provisions;

2 b. Certification of the Settlement Class;

3 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

4 d. Approval of the application for Enhancement Payments to Plaintiffs;

5 e. Directing Defendant to fund all amounts due under the Settlement Agreement  
6 and ordered by the Court; and

7 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in  
8 conformity with California Rules of Court 3.769 and the Settlement Agreement.

9 33. Funding of the Gross Settlement Amount. No later than five (5) business days after  
10 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement  
11 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established  
12 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement  
13 Administrator to calculate necessary payroll taxes including its official name, 8-digit state  
14 unemployment insurance tax ID number, and other information requested by the Settlement  
15 Administrator, no later than five (5) business days after the Effective Date.

16 34. Distribution of the Gross Settlement Amount. Within five (5) business days of the  
17 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
18 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,  
19 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to  
20 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also  
21 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and  
22 timely forward these to the appropriate government authorities.

23 35. Settlement Checks. The Settlement Administrator will be responsible for undertaking  
24 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
25 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
26 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the  
27 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA  
28 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
Members and PAGA Employees are not required to submit a claim to be issued an Individual

1 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
2 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
3 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
4 associated with such canceled checks shall be distributed by the Settlement Administrator to the  
5 California Court Appointed Special Advocates (CASA) in the name of the Settlement Class Member  
6 and/or PAGA Employee. Therefore, Defendant will not be required to pay any interest on such  
7 amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and  
8 reporting required under applicable local, state, and federal tax laws that are necessitated due to the  
9 cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks.  
10 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,  
11 nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA  
12 Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

13 36. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,  
14 Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released,  
15 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

16 37. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,  
17 Plaintiffs, the State of California with respect to all PAGA Employees, will be deemed to have fully,  
18 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties  
19 of all Released PAGA Claims.

20 38. Final Approval Order and Judgment. The Parties shall provide the Settlement  
21 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
22 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
23 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
24 Class will be required.

25 39. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the  
26 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and  
27 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
28 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,

1 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this  
2 Settlement Agreement.

3 40. Effects of Termination or Rescission of Settlement. Termination or rescission of the  
4 Settlement Agreement shall have the following effects:

5 a. The Settlement Agreement shall be void and shall have no force or effect, and  
6 no Party shall be bound by any of its terms;

7 b. In the event the Settlement Agreement is terminated, Defendant shall have no  
8 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating  
9 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
10 Administrator is notified that the Settlement has been terminated;

11 c. The Preliminary Approval Order, Final Approval Order and Judgment,  
12 including any order certifying the Class, shall be vacated;

13 d. The Settlement Agreement and all negotiations, statements, and proceedings  
14 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
15 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

16 e. Neither this Settlement Agreement, nor any ancillary documents, actions,  
17 statements, or filings in furtherance of the Settlement (including all matters associated with the  
18 mediation) shall be admissible or offered into evidence in the Action or any other action for any  
19 purpose whatsoever; and

20 f. Any documents generated to bring the Settlement into effect, will be null and  
21 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
22 likewise be treated as void from the beginning.

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

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

1           43.    Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
2 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
3 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
4 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or  
5 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
6 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),  
7 which provide that a written agreement is to be construed according to its terms and may not be varied  
8 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
9 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

10           44.    Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in  
11 the Action (including with respect to California Code of Civil Procedure § 583.310), except such  
12 proceedings necessary to implement and complete this Settlement Agreement, pending the Final  
13 Approval Hearing to be conducted by the Court.

14           45.    Amendment or Modification. Prior to the filing of the motion for preliminary approval  
15 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
16 except by written agreement signed by counsel for all Parties. After the filing of the motion for  
17 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this  
18 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject  
19 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not  
20 constitute a waiver of any other provision.

21           46.    Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
24 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
25 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
26 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
27 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
28 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
confidentiality provisions that otherwise might apply under state or federal law.

          47.    Signatories. It is agreed that because the members of the Class are so numerous, it is

1 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
2 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
3 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
4 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have  
5 the same force and effect as if this Settlement Agreement were executed by each Settlement Class  
6 Member and PAGA Employee.

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

9 49. California Law Governs. All terms of this Settlement Agreement and attached exhibits  
10 hereto will be governed by and interpreted according to the laws of the State of California.

11 50. Execution and Counterparts. This Settlement Agreement is subject only to the  
12 execution of all Parties. However, this Settlement Agreement may be executed in one or more  
13 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
14 copies of the signature page, will be deemed to be one and the same instrument.

15 51. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
16 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
17 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into  
18 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
19 represented by competent counsel and that they have had an opportunity to consult with their counsel  
20 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to  
21 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement  
22 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to  
23 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

28 53. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by  
signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate

1 to implement the Settlement.

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

16       55.   Captions. The captions and paragraph numbers in this Settlement Agreement are  
17 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or  
18 intent of the provisions of this Settlement Agreement.

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

25       57.   Representation By Counsel. The Parties acknowledge that they have been represented  
26 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
27 that this Settlement Agreement has been executed with the consent and advice of counsel, and  
28 reviewed in full.

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

59. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and Class Counsel:

Jonathan M. Genish

*jgenish@blackstonepc.com*

Barbara DuVan-Clarke

*BDC@blackstonepc.com*

P.J. Van Ert

*pjvanert@blackstonepc.com*

Annabel Blanchard

*ablanchard@blackstonepc.com*

**BLACKSTONE LAW, APC**

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Larry M. Kazanjian

*LKazanjian@pkwhlaw.com*

**Palmer Kazanjian Wohl Hodson, LLP**

2277 Fair Oaks Blvd., Suite 455

Sacramento, California 95825

Tel: (916) 442-3552 / Fax: (916) 640-1521

60. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

1 **IT IS SO AGREED.**

2 **PLAINTIFF CHRISTOPHER VANDYCKE**

3  
4 Dated: 09/26/2025

CV 5  
Christopher VanDycke

5 **PLAINTIFF JOHN E. SMITH**

6  
7 Dated: \_\_\_\_\_

John E. Smith

8 **PLAINTIFF MICHAEL TAPIA**

9  
10 Dated: \_\_\_\_\_

Michael Tapia

11  
12 **DEFENDANT PACIFIC COAST SUPPLY, LLC**

13  
14 Dated: 10/01/2025

[Signature]  
Full Name: Darren Morris

15  
16 Title: President  
On behalf of Pacific Coast Supply, LLC

17 **APPROVED AS TO FORM ONLY:**

18 **BLACKSTONE LAW, APC**

19  
20 Dated: 9/26/2025

[Signature]  
Jonathan M. Genish  
Barbara DuVan-Clarke  
*Attorneys for* Plaintiffs Christopher VanDycke,  
John E. Smith, and Michael Tapia  
and Proposed Class Counsel

21  
22  
23  
24 **PALMER KAZANJIAN WOHL HODSON, LLP**

25  
26 Dated: October 1, 2025

[Signature]  
Larry Kazanjian  
*Attorneys for* Defendant Pacific Coast Supply, LLC

1 **IT IS SO AGREED.**

2 **PLAINTIFF CHRISTOPHER VANDYCKE**

3  
4 Dated: \_\_\_\_\_

\_\_\_\_\_  
Christopher VanDycke

5 **PLAINTIFF JOHN E. SMITH**

6  
7 Dated: 09/26/2025

*John Smith*

\_\_\_\_\_  
John E. Smith

8 **PLAINTIFF MICHAEL TAPIA**

9  
10 Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Tapia

11  
12 **DEFENDANT PACIFIC COAST SUPPLY, LLC**

13  
14 Dated: 10/01/2025

*[Signature]*  
Full Name: Darren Morris

Title: President

On behalf of Pacific Coast Supply, LLC

15  
16  
17 **APPROVED AS TO FORM ONLY:**

18 **BLACKSTONE LAW, APC**

19  
20 Dated: \_\_\_\_\_

\_\_\_\_\_  
Jonathan M. Genish

Barbara DuVan-Clarke

Attorneys for Plaintiffs Christopher VanDycke,  
John E. Smith, and Michael Tapia  
and Proposed Class Counsel

21  
22  
23  
24 **PALMER KAZANJIAN WOHL HODSON, LLP**

25  
26 Dated: October 1, 2025

*[Signature]*  
\_\_\_\_\_  
Larry Kazanjian

Attorneys for Defendant Pacific Coast Supply, LLC

1 **IT IS SO AGREED.**

2 **PLAINTIFF CHRISTOPHER VANDYCKE**

3  
4 Dated: \_\_\_\_\_

\_\_\_\_\_  
Christopher VanDycke

5 **PLAINTIFF JOHN E. SMITH**

6  
7 Dated: \_\_\_\_\_

\_\_\_\_\_  
John E. Smith

8 **PLAINTIFF MICHAEL TAPIA**

9  
10 Dated: 09/29/2025

*Michael Tapia*

\_\_\_\_\_  
Michael Tapia

11  
12 **DEFENDANT PACIFIC COAST SUPPLY,**  
13 **LLC**

14 Dated: 10/01/2025

*[Signature]*

\_\_\_\_\_  
Full Name: Darren Morris

Title: President

On behalf of Pacific Coast Supply, LLC

15  
16  
17 **APPROVED AS TO FORM ONLY:**

18 **BLACKSTONE LAW, APC**

19  
20 Dated: \_\_\_\_\_

\_\_\_\_\_  
Jonathan M. Genish

Barbara DuVan-Clarke

Attorneys for Plaintiffs Christopher VanDycke,  
John E. Smith, and Michael Tapia  
and Proposed Class Counsel

21  
22  
23  
24 **PALMER KAZANJIAN WOHL HODSON,**  
25 **LLP**

26 Dated: October 1, 2025

*[Signature]*

\_\_\_\_\_  
Larry Kazanjian

Attorneys for Defendant Pacific Coast Supply,  
LLC

## **EXHIBIT 4**

1 **FIRST AMENDED JOINT STIPULATION OF**  
2 **CLASS ACTION AND PAGA SETTLEMENT**

3 This First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,”  
4 “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs  
5 Christopher VanDycke, John E. Smith, and Michael Tapia (“Plaintiffs” or “Class Representatives”),  
6 individually, and on behalf of all others similarly situated and on behalf of the State of California with  
7 respect to aggrieved employees, and Defendant Pacific Coast Supply, LLC (“Defendant”) (together,  
8 Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

9 Pursuant to Paragraph 45 of the Joint Stipulation of Class Action and PAGA Settlement which  
10 was executed by the Parties on June 12, 2025 (“Original Agreement”), the Original Agreement is  
11 hereby replaced and supplanted in its entirety by this instrument.

12 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as  
13 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),  
14 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

15 **RECITALS**

16 1. On January 30, 2023, Plaintiffs Christopher VanDycke (“Plaintiff VanDycke”) and  
17 John E. Smith (“Plaintiff Smith”) provided written notice to the Labor and Workforce Development  
18 Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to  
19 California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged  
20 to have been violated by Defendant (“PAGA Letter”). On February 14, 2023, Plaintiffs VanDycke  
21 and Smith filed a Class Action Complaint for Damages (“Original Complaint”) in the action entitled  
22 *Christopher VanDycke & John E. Smith v. Pacific Coast Supply, LLC*, Alameda County Superior  
23 Court Case No. 23CV027855, thereby commencing a putative class action against Defendant.

24 2. On May 19, 2023, Plaintiffs VanDycke and Smith filed a First Amended Class Action  
25 Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor  
26 Code §§ 2698, *Et Seq.* (“First Amended Complaint” or “FAC”) in the action, thereby adding to the  
27 class action claims a cause of action for civil penalties pursuant to the Private Attorneys General Act  
28 (Cal. Lab. Code §§2698, et seq.) to the Action. The FAC alleges ten (10) causes of action for violations

1 of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure  
2 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant  
3 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,  
4 failure to provide accurate wage statements, failure to pay wages timely upon termination of  
5 employment, failure to reimburse necessary business expenses, violations of California Business &  
6 Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code  
7 violations, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to  
8 California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor  
9 Code violations.

10 3. ~~On June 30, 2025, The Parties have agreed that~~ Plaintiffs ~~shall~~ filed a Second Amended  
11 Class Action Complaint for Damages and Enforcement Under PAGA to add Plaintiff Michael Tapia  
12 as a named plaintiff and Class Representative. ~~Onee filed, t~~The Second Amended Complaint ~~is shall~~  
13 ~~become~~ the Operative Complaint in the Action (“Operative Complaint” or “SAC” or “Second  
14 Amended Complaint”). The “Action” as referred to herein shall be defined as the action entitled  
15 *Christopher VanDycke & John E. Smith v. Pacific Coast Supply, LLC*, Alameda County Superior  
16 Court Case No. 23CV027855, inclusive of the plaintiffs and claims in any operative complaint filed  
17 therein.

18 4. Defendant denies all materials allegations set forth in the Action and has asserted  
19 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
20 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and  
21 Released PAGA Claims (as defined herein).

22 5. Class Counsel diligently investigated the class and PAGA claims against Defendant,  
23 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
24 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.  
25 The Parties have engaged in sufficient informal discovery and investigation to assess the relative  
26 merits of the claims and contentions of the Parties.

27 6. On March 4, 2024, the Parties participated in mediation with Hon. Daniel Buckley  
28 (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions. The Parties did not

1 reach an agreement at mediation, however, after ongoing negotiations and with the assistance of the  
2 Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The Parties'  
3 settlement discussions were conducted at arms' length, and the Settlement is the result of an informed  
4 and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks  
5 associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class  
6 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in  
7 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class  
8 Members, State of California, and PAGA Employees in light of all known facts and circumstances,  
9 including the risk of significant delay and uncertainty associated with litigation and various defenses  
10 asserted by Defendant.

11 7. The Parties expressly acknowledge that this Settlement Agreement is entered into  
12 solely for the purpose of compromising significantly disputed claims and that nothing herein is an  
13 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not  
14 approved, it will be of no force or effect, and the Parties shall be returned to their original respective  
15 positions.

#### 16 **DEFINITIONS**

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

19 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for  
20 Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and  
21 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 11.

22 b. "Class" or "Class Member(s)" means all current and former hourly-paid or non-  
23 exempt employees who worked for Defendant within the State of California at any time during the  
24 Class Period.

25 c. "Class Counsel" means Jonathan M. Genish, Barbara DuVan-Clarke,  
26 Alexander K. Spellman, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek  
27 to be appointed counsel for the Class.

28 d. "Class List" means a complete list of all Class Members that Defendant will

1 diligently and in good faith compile from its records and provide to the Settlement Administrator. The  
2 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following  
3 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security  
4 number; (4) dates worked for Defendant during the Class Period; (5) Workweeks worked for  
5 Defendant during the Class Period; (6) Pay Periods worked for Defendant during the PAGA Period (if  
6 applicable); and (7) such other information as is necessary for the Settlement Administrator to  
7 calculate Workweeks and Pay Periods.

8 e. "Class Notice" means the Notice of Class Action Settlement, substantially in  
9 the form attached hereto as "Exhibit A."

10 f. "Class Period" means the period from February 14, 2019, through October 30,  
11 2024.

12 g. "Class Settlement" means the settlement and resolution of all Released Class  
13 Claims.

14 h. "Court" means the Superior Court of the State of California for the County of  
15 Alameda.

16 i. "Defendant's Counsel" means Larry M. Kazanjian of Palmer Kazanjian Wohl  
17 Hodson, LLP.

18 j. "Effective Date" means the date when all of the following events have occurred:  
19 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's  
20 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been  
21 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class  
22 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and  
23 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court  
24 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the  
25 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,  
26 the later of the following events: five business days after the period for filing any appeal, writ, or other  
27 appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without  
28 any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other

1 appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five  
2 business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final  
3 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further  
4 remedies or relief.

5 k. “Employer Taxes” means the employer’s share of taxes and contributions in  
6 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant  
7 in addition to the Gross Settlement Amount.

8 l. “Enhancement Payment(s)” means the amount to be paid to each of the  
9 Plaintiffs, in recognition of their effort and work in prosecuting the Action on behalf of Class Members  
10 and PAGA Employees, as set forth in Paragraph 12.

11 m. “Final Approval” means the determination by the Court that the Settlement is  
12 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

13 n. “Final Approval Hearing” means the hearing at which the Court will consider  
14 and determine whether the Settlement should be granted Final Approval.

15 o. “Final Approval Order and Judgment” means the order granting final approval  
16 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the  
17 Parties, and subject to approval by the Court.

18 p. “Gross Settlement Amount” means the amount of Nine Hundred Thousand  
19 Dollars (\$900,000) to be paid by Defendant in full satisfaction of the Action, Released Class Claims,  
20 and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payments,  
21 PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the  
22 Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the  
23 Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross  
24 Settlement Amount will return to Defendant. The Gross Settlement Amount is subject to increase, as  
25 provided in Paragraph 15.

26 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee  
27 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be  
28 calculated in accordance with Paragraph 17.

1           r.       “Individual Settlement Payment” means the net payment of each Settlement  
2 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
3 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
4 Paragraph 18.

5           s.       “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
6 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
7 in accordance with Paragraph 16.

8           t.       “LWDA Payment” means the amount of One Hundred Twelve Thousand, Five  
9 Hundred Dollars (\$112,500), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to  
10 the LWDA under the PAGA Settlement, as set forth in Paragraph 13.

11           u.       “Net Settlement Amount” means the portion of the Gross Settlement Amount  
12 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount  
13 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and  
14 Settlement Administration Costs.

15           v.       “Notice of Objection” means a Settlement Class Member’s written objection to  
16 the Class Settlement, which must: (a) contain the case name; (b) contain the objector’s full name,  
17 signature, address, telephone number, and the last four (4) digits of the objector’s Social Security  
18 number; (c) contain a written statement of all grounds for the objection accompanied by any legal  
19 support for such objection; (d) contain copies of any papers, briefs, or other documents upon which  
20 the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified  
21 address, postmarked on or before the Response Deadline.

22           w.       “PAGA Amount” means the allocation of One Hundred Fifty Thousand Dollars  
23 (\$150,000) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%)  
24 of the PAGA Amount, or \$112,500, will be paid to the LWDA (i.e., the LWDA Payment) and the  
25 remaining twenty-five percent (25%), or \$37,500, will be distributed to the PAGA Employees (i.e.,  
26 the PAGA Employee Amount).

27           x.       “PAGA Employees” means all current and former hourly-paid or non-exempt  
28 employees who worked for Defendant within the State of California at any time during the PAGA

1 Period.

2 y. "PAGA Employee Amount" means the amount of Thirty-Seven Thousand, Five  
3 Hundred Dollars (\$37,500), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on  
4 a *pro rata* basis based on their Pay Periods.

5 z. "PAGA Period" means the period from January 30, 2022, through October 30,  
6 2024.

7 aa. "PAGA Settlement" means the settlement and resolution of all Released PAGA  
8 Claims.

9 bb. "Pay Periods" means the number of pay periods each PAGA Employee worked  
10 for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period,  
11 which will be calculated by the Settlement Administrator using start and end dates of employment.

12 cc. "Preliminary Approval" means the date on which the Court enters the  
13 Preliminary Approval Order.

14 dd. "Preliminary Approval Order" means the order granting preliminary approval  
15 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
16 the Court.

17 ee. "Released Class Claims" means any and all claims or causes of action which  
18 were alleged or which could have been alleged based on the factual allegations in the Operative  
19 Complaint, arising during the Class Period, and shall specifically include claims for Defendant's  
20 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and  
21 associated premium payments, timely pay wages during employment and upon termination, provide  
22 compliant wage statements, and reimburse necessary business-related expenses in violation of  
23 California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197,  
24 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, California Business  
25 and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory  
26 penalties, pertaining to the Class Members.

27 ff. "Released PAGA Claims" means any and all claims arising from any of the  
28 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the

1 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, for Defendant's  
2 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and  
3 associated premium payments, timely pay wages during employment and upon termination, provide  
4 compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary  
5 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a),  
6 226.7, 210, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare  
7 Commission Wage Orders.

8 gg. "Released Parties" means Defendant and all of Defendant's past, present and  
9 future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers,  
10 parents, related entities, officers, directors, shareholders, employees, agents, principals,  
11 representatives, accountants, auditors, consultants, insurers, reinsurers, and assigns.

12 hh. "Request for Exclusion" means a letter submitted by a Class Member indicating  
13 a request to be excluded from the Class Settlement, which must: (a) contain the case name; (b) contain  
14 the Class Member's full name, signature, address, telephone number, and last four (4) digits of the  
15 Class Member's Social Security number; (c) clearly state that the Class Member does not wish to be  
16 included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the  
17 specified address, postmarked on or before the Response Deadline.

18 ii. "Response Deadline" means the deadline by which Class Members must submit  
19 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that  
20 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement  
21 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which  
22 case the Response Deadline will be extended to the next day on which the United States Postal service  
23 is open. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for  
24 that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

25 jj. "Settlement Administrator" means Apex Class Action LLC or any other third-  
26 party class action settlement administrator agreed to by the Parties and approved by the Court for  
27 purposes of administering the Settlement. The Parties and their counsel each represent that they do  
28 not have any financial interest in the Settlement Administrator or otherwise have a relationship with

1 the Settlement Administrator that could create a conflict of interest.

2 kk. "Settlement Administration Costs" means the costs payable from the Gross  
3 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
4 Paragraph 14.

5 ll. "Settlement Class" or "Settlement Class Member(s)" means all Class Members  
6 who do not submit a timely and valid Request for Exclusion.

7 mm. "Workweeks" means the number of weeks each Class Member worked for  
8 Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which  
9 will be calculated by the Settlement Administrator using start and end dates of employment.

10 nn. "Workweeks Dispute" means a letter submitted by a Class Member disputing  
11 the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a)  
12 contain the case name; (b) contain the Class Member's full name, signature, address, telephone  
13 number, and the last four (4) digits of the Class Member's Social Security number; (c) clearly state  
14 that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class  
15 Member/PAGA Employee and what the Class Member/PAGA Employee contends is the correct  
16 number; and (d) be returned by mail to the Settlement Administrator at the specified address,  
17 postmarked on or before the Response Deadline.

18 **CLASS CERTIFICATION**

19 9. For the purposes of this Settlement only, the Parties stipulate to the certification of the  
20 Class.

21 10. The Parties agree that certification for the purpose of settlement is not an admission  
22 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for  
23 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as  
24 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not  
25 be admissible in connection with, the issue of whether or not certification would be inappropriate in a  
26 non-settlement context.

27 **TERMS OF THE AGREEMENT**

28 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set

1 forth herein, the Parties agree, subject to the Court's approval, as follows:

2 11. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application  
3 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the  
4 Gross Settlement Amount (i.e., \$315,000 if the Gross Settlement Amount is \$900,000) and  
5 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement  
6 of the Action, in an amount not to exceed Forty Thousand Dollars (\$40,000), both of which will be  
7 paid from the Gross Settlement Amount. These amounts will cover any and all work performed and  
8 any and all costs incurred by Class Counsel in connection with the litigation of the Action, including  
9 without limitation all work performed and costs incurred to date, and all work to be performed and all  
10 costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement,  
11 including any objections raised and any appeals necessitated by those objections. Class Counsel shall  
12 be solely and legally responsible for correctly characterizing this compensation for tax purposes and  
13 for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form  
14 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys'  
15 Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net  
16 Settlement Amount for the benefit of the Settlement Class Members.

17 12. Enhancement Payment. Defendant agrees not to oppose or impede any application or  
18 motion by Plaintiffs for Enhancement Payments in the amount up to Fifteen Thousand Dollars  
19 (\$15,000) to *each* Plaintiff (for a total of \$45,000). The Enhancement Payments, which will be paid  
20 from the Gross Settlement Amount, subject to Court approval, will be in addition to Plaintiffs'  
21 Individual Settlement Payments as Settlement Class Members and Individual PAGA Payments as a  
22 PAGA Employees (if applicable). Plaintiffs shall be solely and legally responsible for correctly  
23 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.  
24 The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement  
25 Payments. Any portion of the requested Enhancement Payments that is not awarded by the Court to  
26 Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class  
27 Members.

28 13. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of

1 One Hundred Fifty Thousand Dollars (\$150,000) shall be allocated from the Gross Settlement Amount  
2 toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*  
3 (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$112,500, will be paid to the  
4 LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$37,500, will be distributed to  
5 PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number  
6 of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA  
7 Payments).

8 14. Settlement Administration Costs. The Settlement Administrator will be paid for the  
9 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
10 which is currently estimated not to exceed Twenty-Two Thousand Dollars (\$22,000). These costs,  
11 which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter*  
12 *alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and  
13 other documents for the Settlement, calculating and distributing payments due under the Settlement,  
14 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and  
15 remittances, providing necessary reports and declarations, and other duties and responsibilities set  
16 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual  
17 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess  
18 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any  
19 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not  
20 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement  
21 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the  
22 Settlement Class Members.

23 15. Escalator Clause. Defendant has represented that the Class Members worked a total of  
24 65,172 Workweeks during the time period from February 14, 2029, through March 4, 2024. If it is  
25 determined by the Settlement Administrator that the total number of Workweeks worked by the Class  
26 Members during the Class Period actually exceeds 65,172, then the Defendant will have the option to  
27 either: 1) increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase  
28 in the number of Workweeks worked by the Class Members above 65,172; or 2) end the Class Period

1 and PAGA Period, and the related release periods, on the date upon which Workweeks equal or do not  
2 exceed 65,172.

3 16. Individual Settlement Share Calculations. Individual Settlement Shares will be  
4 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of  
5 Workweeks, as follows:

6 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
7 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek  
8 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value  
9 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be  
10 entitled to receive under the Class Settlement.

11 b. After Final Approval, the Settlement Administrator will divide the final Net  
12 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek  
13 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek  
14 Value to each Settlement Class Member's final Individual Settlement Share.

15 17. Individual PAGA Payment Calculations. Individual PAGA Payments will be  
16 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'  
17 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee  
18 Amount, (i.e., 25% of the PAGA Amount, equal to \$37,500) by the Pay Periods of all PAGA  
19 Employees to yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay  
20 Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

21 18. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each  
22 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty  
23 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be  
24 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages  
25 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement  
26 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages  
27 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their  
28 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes

1 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement  
2 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties  
3 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

4 19. Administration of Taxes by the Settlement Administrator. The Settlement  
5 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA  
6 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be  
7 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement  
8 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll  
9 taxes and other legally required withholdings to the appropriate government authorities.

10 20. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not  
11 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
12 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement  
13 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation  
14 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement  
15 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class  
16 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties  
17 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class  
18 Members, and PAGA Employees should consult with their tax advisors concerning the tax  
19 consequences of any payment they receive under the Settlement.

20 21. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT  
21 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
22 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
23 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
24 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
25 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS  
26 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
27 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
28 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART

1 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY  
2 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
3 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)  
4 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
5 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
6 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
7 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY  
8 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
9 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
10 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S  
11 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY  
12 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
13 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY  
14 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

15 22. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
16 Settlement shall be deemed to be paid to the payee solely in the year in which such payments are  
17 actually issued to the payee. It is expressly understood and agreed that payments made under this  
18 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee  
19 to additional compensation or benefits under any new or additional compensation or benefits, or any  
20 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,  
21 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased  
22 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding  
23 any contrary language or agreement in any benefit or compensation plan document that might have  
24 been in effect during the Class Period).

25 23. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
26 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of  
27 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement  
28 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a

1 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose  
2 the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By  
3 way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval Order seeking the  
4 following:

- 5 a. Conditionally certifying the Class for settlement purposes only;
- 6 b. Granting Preliminary Approval of the Settlement;
- 7 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 8 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 9 e. Approving as to form and content, the mutually-agreed upon and proposed  
10 Class Notice and directing its mailing by First Class U.S. Mail;
- 11 f. Approving the manner and method for Class Members to request exclusion  
12 from or object to the Class Settlement as contained herein and within the Class Notice;
- 13 g. Scheduling a Final Approval Hearing at which the Court will determine whether  
14 Final Approval of the Settlement should be granted.

15 24. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),  
16 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary  
17 approval of the Settlement.

18 25. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,  
19 Defendant will provide the Class List to the Settlement Administrator.

20 26. Notice by First-Class U.S. Mail.

21 a. Within seven (7) calendar days after receiving the Class List from Defendant,  
22 the Settlement Administrator will perform a search based on the National Change of Address Database  
23 or any other similar services available, such as provided by Experian, for information to update and  
24 correct for any known or identifiable address changes, and will mail a Class Notice in English and  
25 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via  
26 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement  
27 Administrator.

28 b. Any Class Notice returned to the Settlement Administrator as undeliverable on

1 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding  
2 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on  
3 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly  
4 attempt to determine the correct address using a skip-trace or other search, using the name, address,  
5 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)  
6 calendar days.

7 c. Compliance with the procedures described herein above shall constitute due and  
8 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.  
9 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to  
10 provide notice of the Settlement.

11 27. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA  
12 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which  
13 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and  
14 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the  
15 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive  
16 means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence  
17 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks  
18 and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records  
19 will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA  
20 Employee produces information and/or documents to the contrary, the Settlement Administrator will  
21 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement  
22 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that  
23 the disputing Class Member/PAGA Employee should be credited with under the Settlement. The  
24 Settlement Administrator's decision on such disputes will be final and non-appealable.

25 28. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
26 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
27 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
28 postmark on the return mailing envelope will be the exclusive means to determine whether a Request

1 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
2 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are  
3 submitted, and also identify the individuals who have submitted a timely and valid Request for  
4 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.  
5 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members  
6 to request exclusion from the Class Settlement. Any Class Member who submits a Request for  
7 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who  
8 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will  
9 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively  
10 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion  
11 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining  
12 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants  
13 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to  
14 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they  
15 submit a Request for Exclusion.

16 29. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class  
17 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by  
18 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
19 envelope will be the exclusive means to determine whether a Notice of Objection has been timely  
20 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's  
21 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely  
22 and complete and which were not), and also attach them to a declaration that is to be filed with the  
23 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel  
24 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or  
25 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or  
26 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of  
27 whether they have submitted a Notice of Objection.

28 1. Reports by the Settlement Administrator. The Settlement Administrator shall provide

1 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed  
2 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the  
3 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of  
4 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement  
5 Administrator will provide to counsel for the Parties any updated reports regarding the administration  
6 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it  
7 receives a request from an individual or any other entity regarding inclusion in the Class and/or  
8 Settlement or regarding a Workweeks Dispute.

9 30. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members  
10 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement  
11 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class  
12 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of  
13 the number of Class Members who have submitted timely and valid Requests for Exclusion following  
14 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement  
15 administration owed to the Settlement Administrator incurred up to that date.

16 31. Certification of Completion. Upon completion of administration of the Settlement, the  
17 Settlement Administrator will provide a written declaration under oath to certify such completion to  
18 the Court and counsel for all Parties.

19 32. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
20 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final  
21 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)  
22 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'  
23 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final  
24 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.  
25 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the  
26 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion  
27 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final  
28 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 1 a. Approval of the Settlement as fair, reasonable, and adequate, and directing  
2 consummation of its terms and provisions;
- 3 b. Certification of the Settlement Class;
- 4 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 5 d. Approval of the application for Enhancement Payments to Plaintiffs;
- 6 e. Directing Defendant to fund all amounts due under the Settlement Agreement  
7 and ordered by the Court; and
- 8 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in  
9 conformity with California Rules of Court 3.769 and the Settlement Agreement.

10 33. Funding of the Gross Settlement Amount. No later than five (5) business days after  
11 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement  
12 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established  
13 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement  
14 Administrator to calculate necessary payroll taxes including its official name, 8-digit state  
15 unemployment insurance tax ID number, and other information requested by the Settlement  
16 Administrator, no later than five (5) business days after the Effective Date.

17 34. Distribution of the Gross Settlement Amount. Within five (5) business days of the  
18 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
19 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,  
20 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to  
21 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also  
22 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and  
23 timely forward these to the appropriate government authorities.

24 35. Settlement Checks. The Settlement Administrator will be responsible for undertaking  
25 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
26 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
27 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the  
28 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA  
Payment into one check if the intended recipient for both payments is one individual. Settlement Class

1 Members and PAGA Employees are not required to submit a claim to be issued an Individual  
2 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
3 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
4 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
5 associated with such canceled checks shall be distributed by the Settlement Administrator to the  
6 California Court Appointed Special Advocates (CASA) in the name of the Settlement Class Member  
7 and/or PAGA Employee. ~~The Parties agree that this disposition results in no “unpaid residue” under~~  
8 ~~California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to~~  
9 ~~Settlement Class Members, whether or not they cash their settlement checks.~~ Therefore, Defendant  
10 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake  
11 amended and/or supplemental tax filings and reporting required under applicable local, state, and  
12 federal tax laws that are necessitated due to the cancellation of any Individual Settlement Payment  
13 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement  
14 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA  
15 Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by  
16 the PAGA Settlement.

17 36. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,  
18 Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released,  
19 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

20 37. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,  
21 Plaintiffs, the State of California with respect to all PAGA Employees, will be deemed to have fully,  
22 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties  
23 of all Released PAGA Claims.

24 38. Final Approval Order and Judgment. The Parties shall provide the Settlement  
25 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
26 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
27 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
28 Class will be required.

1           39. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the  
2 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and  
3 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
4 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,  
5 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this  
6 Settlement Agreement.

7           40. Effects of Termination or Rescission of Settlement. Termination or rescission of the  
8 Settlement Agreement shall have the following effects:

9               a. The Settlement Agreement shall be void and shall have no force or effect, and  
10 no Party shall be bound by any of its terms;

11              b. In the event the Settlement Agreement is terminated, Defendant shall have no  
12 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating  
13 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
14 Administrator is notified that the Settlement has been terminated;

15              c. The Preliminary Approval Order, Final Approval Order and Judgment,  
16 including any order certifying the Class, shall be vacated;

17              d. The Settlement Agreement and all negotiations, statements, and proceedings  
18 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
19 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

20              e. Neither this Settlement Agreement, nor any ancillary documents, actions,  
21 statements, or filings in furtherance of the Settlement (including all matters associated with the  
22 mediation) shall be admissible or offered into evidence in the Action or any other action for any  
23 purpose whatsoever; and

24              f. Any documents generated to bring the Settlement into effect, will be null and  
25 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
26 likewise be treated as void from the beginning.

27           41. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
28 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

1 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
2 of action or right herein released and discharged.

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

6 43. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
7 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
8 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
9 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or  
10 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
11 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),  
12 which provide that a written agreement is to be construed according to its terms and may not be varied  
13 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
14 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

15 44. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in  
16 the Action (including with respect to California Code of Civil Procedure § 583.310), except such  
17 proceedings necessary to implement and complete this Settlement Agreement, pending the Final  
18 Approval Hearing to be conducted by the Court.

19 45. Amendment or Modification. Prior to the filing of the motion for preliminary approval  
20 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
21 except by written agreement signed by counsel for all Parties. After the filing of the motion for  
22 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this  
23 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject  
24 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not  
25 constitute a waiver of any other provision.

26 46. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
27 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
28 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have

1 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
2 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
3 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
4 confidentiality provisions that otherwise might apply under state or federal law.

5 47. Signatories. It is agreed that because the members of the Class are so numerous, it is  
6 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
7 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
8 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
9 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have  
10 the same force and effect as if this Settlement Agreement were executed by each Settlement Class  
Member and PAGA Employee.

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

13 49. California Law Governs. All terms of this Settlement Agreement and attached exhibits  
14 hereto will be governed by and interpreted according to the laws of the State of California.

15 50. Execution and Counterparts. This Settlement Agreement is subject only to the  
16 execution of all Parties. However, this Settlement Agreement may be executed in one or more  
17 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
18 copies of the signature page, will be deemed to be one and the same instrument.

19 51. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
20 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
21 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into  
22 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
23 represented by competent counsel and that they have had an opportunity to consult with their counsel  
24 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to  
25 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement  
26 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to  
27 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

28 52. Invalidity of Any Provision. Before declaring any provision of this Settlement

1 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
2 possible consistent with applicable precedents so as to define all provisions of this Settlement  
3 Agreement valid and enforceable.

4 53. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by  
5 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate  
6 to implement the Settlement.

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

21 55. Captions. The captions and paragraph numbers in this Settlement Agreement are  
22 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or  
23 intent of the provisions of this Settlement Agreement.

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

Settlement Agreement.

57. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

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

59. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and Class Counsel:

Jonathan M. Genish  
*jgenish@blackstonepc.com*  
Barbara DuVan-Clarke  
*BDC@blackstonepc.com*  
P.J. Van Ert  
*pjvanert@blackstonepc.com*  
Annabel Blanchard  
*ablanchard@blackstonepc.com*  
**BLACKSTONE LAW, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Larry M. Kazanjian  
*LKazanjian@pkwhlaw.com*  
**Palmer Kazanjian Wohl Hodson, LLP**  
2277 Fair Oaks Blvd., Suite 455  
Sacramento, California 95825  
Tel: (916) 442-3552 / Fax: (916) 640-1521

60. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental

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1 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties  
2 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

3 ///

4 ///

5 ///

6 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint  
7 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

8 **IT IS SO AGREED.**

9 **PLAINTIFF CHRISTOPHER VANDYCKE**

10  
11 Dated: \_\_\_\_\_

\_\_\_\_\_  
Christopher VanDycke

12 **PLAINTIFF JOHN E. SMITH**

13  
14 Dated: \_\_\_\_\_

\_\_\_\_\_  
John E. Smith

15 **PLAINTIFF MICHAEL TAPIA**

16  
17 Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Tapia

18  
19 **DEFENDANT PACIFIC COAST SUPPLY,**  
20 **LLC**

21 Dated: \_\_\_\_\_

\_\_\_\_\_  
Full Name: \_\_\_\_\_

Title: \_\_\_\_\_  
On behalf of Pacific Coast Supply, LLC

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**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jonathan M. Genish  
Barbara DuVan-Clarke  
*Attorneys for* Plaintiffs Christopher VanDycke,  
John E. Smith, and Michael Tapia  
and Proposed Class Counsel

**PALMER KAZANJIAN WOHL HODSON,  
LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Larry Kazanjian  
*Attorneys for* Defendant Pacific Coast Supply,  
LLC

## **EXHIBIT 5**

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Christopher VanDycke, John E. Smith & Michael Tapia v. Pacific Coast Supply, LLC***  
**Superior Court of California for the County of Alameda, Case No. 23CV027855**

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Christopher VanDycke, John E. Smith, and Michael Tapia ("Plaintiffs") and Defendant Pacific Coast Supply, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Christopher VanDycke, John E. Smith, & Michael Tapia v. Pacific Coast Supply, LLC*, Alameda County Superior Court, Case No. 23CV027855 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

**"Class" or "Class Member(s)"** means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

**"Class Period"** means the period from February 14, 2019, through October 30, 2024.

**"Class Settlement"** means the settlement and resolution of all Released Class Claims.

**"PAGA Employee(s)"** means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

**"PAGA Period"** means the period from January 30, 2022, through October 30, 2024.

**"PAGA Settlement"** means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTION**

On January 30, 2023, Plaintiffs VanDycke and Smith provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiffs contends were violated ("PAGA Letter"). On February 14, 2023, Plaintiffs VanDycke and Smith commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On May 19, 2023, Plaintiffs VanDycke and Smith filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* in the Action. On June 30, 2025, Plaintiffs filed a Second Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* ("Operative Complaint") in the Action.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Christopher VanDycke, John E. Smith, and Michael Tapia as representatives of the Class (“Class Representative”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish  
Barbara DuVan-Clarke  
P.J. Van-Ert  
Annabel Blanchard  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is Nine Hundred Thousand Dollars (\$900,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$315,000), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars (\$40,000) to Class Counsel; (2) Enhancement Payment in an amount not to exceed in the amount up to Fifteen Thousand Dollars (\$15,000) to each Plaintiff (for a total of \$45,000) to Plaintiffs for their services in the Action; (3) the amount of One Hundred Fifty Thousand Dollars (\$150,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$112,500) (“LWDA Payment”) and the remaining 25% (\$37,500) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Twenty-Two Thousand Dollars (\$22,000) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator using start and end dates of employment (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement

Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period, which will be calculated by the Settlement Administrator using start and end dates of employment (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

Individual Settlement Payment checks and Individual PAGA Payment checks will be valid and negotiable for one hundred and eighty (180) days from the date the checks are issued, and thereafter, shall be cancelled. Any funds associated with such cancelled checks shall be distributed by the Settlement Administrator to the California Court Appointed Special Advocates (CASA).

**B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records**

According to Defendant’s records:

- **From February 14, 2019, through October 30, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From January 30, 2022, through October 30, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Christopher VanDycke & John E. Smith v. Pacific Coast Supply, LLC*, Case No. 23CV027855); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

**C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

**D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders.

"Released Parties" means Defendant and all of Defendant's past, present and future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers, parents, related entities, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers, reinsurers, and assigns.

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$315,000) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars (\$40,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiffs**

Plaintiffs will seek the amount of Fifteen Thousand Dollars (\$15,000) to each Plaintiff (for a total of \$45,000) (“Enhancement Payment”), in recognition of their services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to their Individual Settlement Payment and Individual PAGA Payment that they is entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Twenty-Two Thousand Dollars (\$22,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Christopher VanDycke & John E. Smith v. Pacific Coast Supply, LLC*, Case No. 23CV027855); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Christopher VanDycke & John E. Smith v. Pacific Coast Supply, LLC*, Case No. 23CV027855); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at the Administration building at 1221 Oak Street, Oakland, CA 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

**[Insert instructions on how to appear remotely for the Court]**

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator’s website at [www.apexclassaction.com](http://www.apexclassaction.com) for key documents in the Action.

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

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT]**, OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

## **EXHIBIT 6**

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Christopher VanDycke & John E. Smith & Michael Tapia v. Pacific Coast Supply, LLC***  
**Superior Court of California for the County of Alameda, Case No. 23CV027855**

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Christopher VanDycke, John E. Smith, and Michael Tapia ("Plaintiffs") and Defendant Pacific Coast Supply, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Christopher VanDycke & John E. Smith & Michael Tapia v. Pacific Coast Supply, LLC*, Alameda County Superior Court, Case No. 23CV027855 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

**"Class" or "Class Member(s)"** means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

**"Class Period"** means the period from February 14, 2019, through October 30, 2024.

**"Class Settlement"** means the settlement and resolution of all Released Class Claims.

**"PAGA Employee(s)"** means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

**"PAGA Period"** means the period from January 30, 2022, through October 30, 2024.

**"PAGA Settlement"** means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTION**

On January 30, 2023, Plaintiffs VanDycke and Smith provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiffs contends were violated ("PAGA Letter"). On February 14, 2023, Plaintiffs VanDycke and Smith commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On May 19, 2023, Plaintiffs Van Dycke and Smith filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* in the Action. On June 30, 2025, Plaintiffs filed a Second Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698, Et Seq. ("Operative Complaint") in the Action.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Christopher VanDycke, John E. Smith, and Michael Tapia as representatives of the Class (“Class Representative”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish  
Barbara DuVan-Clarke  
P.J. Van-Ert  
Annabel Blanchard  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is Nine Hundred Thousand Dollars (\$900,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$315,000), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars (\$40,000) to Class Counsel; (2) Enhancement Payment in an amount not to exceed in the amount up to Fifteen Thousand Dollars (\$15,000) to each Plaintiff (for a total of \$45,000) to Plaintiffs for their services in the Action; (3) the amount of One Hundred Fifty Thousand Dollars (\$150,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$112,500) (“LWDA Payment”) and the remaining 25% (\$37,500) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Twenty-Two Thousand Dollars (\$22,000) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator using start and end dates of employment (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement

Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period, which will be calculated by the Settlement Administrator using start and end dates of employment (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

Individual Settlement Payment checks and Individual PAGA Payment checks will be valid and negotiable for one hundred and eighty (180) days from the date the checks are issued, and thereafter, shall be cancelled. Any funds associated with such cancelled checks shall be distributed by the Settlement Administrator to the California Court Appointed Special Advocates (CASA).

**B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records**

According to Defendant’s records:

- **From February 14, 2019, through October 30, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From January 30, 2022, through October 30, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Christopher VanDycke & John E. Smith v. Pacific Coast Supply, LLC*, Case No. 23CV027855); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

**C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

**D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders.

"Released Parties" means Defendant and all of Defendant's past, present and future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers, parents, related entities, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers, reinsurers, and assigns.

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$315,000) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars (\$40,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiffs**

Plaintiffs will seek the amount of Fifteen Thousand Dollars (\$15,000) to each Plaintiff (for a total of \$45,000) (“Enhancement Payment”), in recognition of their services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to their Individual Settlement Payment and Individual PAGA Payment that they is entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Twenty-Two Thousand Dollars (\$22,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Christopher VanDycke & John E. Smith v. Pacific Coast Supply, LLC*, Case No. 23CV027855); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Christopher VanDycke & John E. Smith v. Pacific Coast Supply, LLC*, Case No. 23CV027855); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at ~~1225 Fallon~~the Administration building at 1221 Oak Street, Oakland, CA 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

**[Insert instructions on how to appear remotely for the Court]**

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

~~You may view the Settlement Agreement and other documents filed in the Action by~~ **[insert specific online and in-person instructions for the Court]**

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator’s website at [eportal.alameda.courts.ca.gov](https://eportal.alameda.courts.ca.gov) [www.apexclassaction.com](http://www.apexclassaction.com) for key documents in the Action.

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

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT]**, OR YOU MAY ALSO CONTACT CLASS COUNSEL.**