

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

1. This Class Action and PAGA Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiff Joana Rios Lagunas (“Plaintiff”), individually and on behalf the Class Members and the Aggrieved Employees defined below, and Defendant Young Adult Institute, Inc. (“Defendant”), subject to the approval of the Court. Plaintiff and Defendant are collectively referred to as the “Parties.”

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

- a. “Action” means the Class Action and the PAGA Action.
- b. “Aggrieved Employees” means all current and former hourly, non-exempt employees employed by Defendant in California any time between January 29, 2022 and the earlier of the date of Preliminary Approval or December 23, 2023.
- c. The “Class” or “Class Members” means all current and former hourly, non-exempt employees employed by Defendant in California any time between February 14, 2019 and the earlier of the date of Preliminary Approval or December 23, 2023.
- d. The “Class Action” means the action *Joana Rios Lagunas v. Young Adult Institute, Inc.*, United States District Court, Northern District of California, Case Number 2:23-cv-00654.
- e. The “Related Action” means the action *Belinda Turner v. Young Adult Institute, Inc.*, United States District Court, Northern District of California, Case Number 4:23-cv-05290-HSG.
- f. “Class Counsel” means Schneider Wallace Cottrell Konecky LLP.
- g. “Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with the Action, which shall not exceed Twelve Thousand Dollars (\$12,000.00), including their pre-filing investigation, their filing of the Action and all related litigation activities, and all post-Settlement compliance procedures.
- h. “Class List” means an electronic database containing a list of Class Members that Defendant will compile from its records. The Class List shall include: each Class Members’ (1) full name; (2) last known address; (3) last known email address (if any); (4) last known telephone number (if any); (5) Social Security number or tax ID number. The Class List shall also include: (6) the total number of workweeks that each Class Member worked in the state of California during the Class Release Period; and (7) the total number of pay periods that each Aggrieved Employee worked in the State of California during the PAGA Release Period. The Class List will also include an indication of whether the Class Member is also an Aggrieved

Employee.

i. “Class Release Period” means the period from February 14, 2019 until the earlier of the date of Preliminary Approval or December 23, 2023.

j. “Court” means the United States District Court, Northern District of California where the Class Action was filed, and where the Parties mutually agree to seek approval of this Settlement.

k. “Defendant” means Young Adult Institute, Inc.

l. “Defendant’s Counsel” means Grover Workplace Solutions, P.C.

m. “Effective Date” means (i) if there is an objection(s) to the settlement that is not subsequently withdrawn, then the date upon the expiration of time for appeal of the Court’s Final Approval Order; or (ii) if there is a timely objection(s) and appeals, then after such appeal(s) is dismissed or the Court’s Final Approval Order is affirmed on appeal; or (iii) if there are no timely objections to the settlement, or if any objections which were filed are withdrawn before the date of final approval, then the first business day after the Court’s order granting Final Approval of the Settlement.

n. “Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiff, Class Members, and the Aggrieved Employees in the Action. Class Counsel will not seek more than \$283,333.33 (one-third (1/3) of the Gross Settlement Amount) as their Fee Award.

o. “Final” shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the award of attorneys’ fees, attorneys’ costs, or any Service Award shall not by itself in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming “Effective.”

p. “Final Approval” or “Final Approval Order” means the Court’s Final Approval Order approving the Settlement and entering judgment.

q. “Final Approval Hearing” means the hearing to be held by the Court to consider the Final Approval of the Settlement.

r. “Gross Settlement Amount” means the non-reversionary total amount that Defendant shall pay in connection with this Settlement, in exchange for the release of the Participating Class Members and Aggrieved Employees' Released Claims. The Gross Settlement Amount is the gross sum of Eight Hundred Fifty Thousand Dollars (\$850,000.00). The Gross Settlement Amount includes: (a) all Settlement Awards to Participating Class Members and Individual PAGA Payments to Aggrieved Employees; (b) LWDA PAGA Payment; (c) Class Representative Enhancement Payment; (d) Attorneys’ Fees and Costs to Class Counsel, and (e) Settlement Administration Costs to the Settlement Administrator. The Gross Settlement Amount does not include Defendant’s employers’ portion of payroll taxes on Settlement Awards to Participating Class Members (“Defendant’s Payroll Taxes”), which shall be paid separately from the Gross Settlement Amount. Any interest earned on the Gross Settlement Amount paid by Defendant shall be considered part of the Gross Settlement Amount. The Parties agree that Defendant will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Defendant’s Payroll Taxes. There will be no reversion.

s. “Individual PAGA Payment” means the payment that each Aggrieved Employee shall be entitled to receive pursuant to the terms of this Agreement.

t. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Cal. Lab. Code section 2699, subdivision (i).

u. “LWDA PAGA Payment” means the 75% of the PAGA Penalties to be paid to the LWDA under Cal. Lab. Code section 2699, subdivision (i), or Fifteen Thousand Dollars (\$15,000.00).

v. “Named Plaintiff” means Joana Rios Lagunas.

w. “Net PAGA Amount” means the Twenty-Five Percent (25%) of the amount of civil penalties under the PAGA, or Five Thousand Dollars (\$5,000.00), whichever is greater. The Individual PAGA Payment will be calculated pursuant to Section 30 below.

x. “Net Settlement Amount” means the Gross Settlement Amount less: (i) Service Awards; (ii) Fee Award; (iii) Class Counsels’ Costs; (iv) Settlement Administrator Costs; (v) the LWDA PAGA Payment for its share of PAGA penalties; (vi) and the Net PAGA Amount. The Parties acknowledge that all of these amounts are subject to the Court’s approval.

y. “Notice Deadline” means the date sixty (60) days after the Settlement Notice is initially mailed to the Class Members and Aggrieved Employees. Class Members shall have until the Notice Deadline to: (a) request to be excluded from the Settlement, (b) object to the Settlement, or (c) dispute their calculated workweeks.

z. “PAGA” means the Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.*)

aa. “PAGA Action” means the action, *Joana Rios Lagunas v. Young Adult*

Institute, Inc., Superior Court of Alameda, Case No. 23CV030512, including any and all related letters to the LWDA including any amended letters necessary to effectuate the Release.

bb. “PAGA Release Period” means the period between January 29, 2022 until the earlier of the date of Preliminary Approval or December 23, 2023.

cc. “Participating Class Member” means any Class Members who do not submit a valid letter requesting to be excluded from the Settlement, consistent with the terms set forth in this Settlement Agreement. All Participating Class Members will be bound by all terms and conditions of the Settlement Agreement, including the release of the applicable Released Claims.

dd. “Parties” means the parties to this Agreement: Plaintiff Joana Rios Lagunas and Defendant Young Adult Institute, Inc.

ee. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

ff. “Releasees” or “Released Parties” means Defendant and its present and former parent companies, subsidiaries, and its shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

gg. “Service Award” means the payment to Named Plaintiff Joana Rios Lagunas for her efforts in bringing and prosecuting this matter. The Service Award will not exceed Ten Thousand Dollars (\$10,000.00) for Plaintiff Joana Rios Lagunas.

hh. “Settlement Administrator” means Phoenix Class Action Administration Solutions, the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

ii. “Settlement Administrator Costs” refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice and Settlement Awards and Individual PAGA Payments, which are estimated to be Twelve Thousand Dollars (\$12,000.00).

jj. “Settlement Award” means the payment that each Participating Class Member shall be entitled to receive pursuant to the terms of this Agreement.

kk. “Settlement Notice” means the Notice of Class Action Settlement to be issued to Class Members, including Aggrieved Employees and the Named Plaintiff, substantially in the form of Exhibit A attached hereto, or as approved by the Court.

RECITALS

3. On February 14, 2023, Plaintiff Joana Rios Lagunas filed her Class Action asserting claims under the California Labor Code, against Young Adult Institute, Inc. Specifically, the Class Action asserted claims for: (1) failure to pay for all hours worked in violation of Cal. Lab. Code sections 201, 202, 204; (2) failure to pay minimum wage and liquidated damages in violation of Cal. Lab. Code sections 1182.11, 1182.12, 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of Cal. Lab. Code section 510; (4) failure to provide meal breaks in violation of Cal. Lab. Code sections 226.7 and 512; (5) failure to provide rest breaks in violation of Cal. Lab. Code section 226.7; (6) failure to reimburse business expenses in violation of Cal. Lab. Code sections 2800 and 2802; (7) failure to provide accurate itemized wage statements in violation of Cal. Lab. Code sections 226 and 226.3; (8) failure to timely pay final wages in violation of Cal. Lab. Code sections 201-203; and (9) violation of the California Unfair Competition Law. Defendant filed its Answer on April 5, 2023, denying Plaintiff's allegations.

4. On April 4, 2023, Plaintiff Joana Rios Lagunas filed her separate PAGA Action in the Superior Court of California, County of Alameda, to assert additional claims for penalties under California Private Attorneys General Act ("PAGA"), Cal. Lab. § 2699 arising from Defendant's violations of the Cal. Lab. Code: *Joana Rios Lagunas v. Young Adult Institute, Inc.*, Superior Court of California, County of Alameda, Case Number 23CV030512. Defendants filed their Answer on May 18, 2023, denying Plaintiff's allegations.

5. On September 1, 2023, the Parties participated in a full-day mediation before respected wage and hour mediator Steve Pearl. The case did not settle that day. The Parties subsequently agreed to the mediator's proposal, which included the substantive terms of the settlement, on September 11, 2023. The Parties thereafter negotiated the specific terms of this Settlement and have agreed to settle all pending litigation as provided in this Agreement.

6. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Named Plaintiff has considered: (a) the facts developed during pre-mediation, informal discovery and the Parties' mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Named Plaintiff has concluded that the terms of this Settlement are fair, reasonable, and adequate, and that it is in the best interests of Named Plaintiff, the Class Members (as defined above), and the Aggrieved Employees (as defined above) to settle their claims against Defendant pursuant to the terms set forth herein.

7. Defendant denies all claims as to liability, damages, penalties, interest, fees, and all other forms of relief. Defendant has agreed to resolve the Action via this Settlement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural, merits, and factual grounds, including, without limitation, the ability to challenge class and/or representative action treatment on any grounds, as well as asserting

any and all other privileges and potential defenses. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Releasees (as defined above) of any fault, liability or wrongdoing, which Defendant expressly denies.

8. To the extent this Settlement Agreement is deemed void or the Effective Date does not occur, the Named Plaintiff and Class Counsel (as defined above) agree that Defendant retains and reserves these rights stated in the preceding sentence, and to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, the Named Plaintiff and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that based on this Settlement Agreement, Defendant cannot contest class certification or representative action treatment on any grounds whatsoever or assert any and all other privileges or potential defenses if the Action were to proceed.

9. The Parties recognize that notice to the Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it, the Settlement becomes Final, and the Effective Date occurs.

10. The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing class certification pursuant to Fed. R. Civ. P. 23 are met. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not class certification would be appropriate in a non-settlement context. Defendant denies that class and/or representative action treatment is appropriate in the litigation context or for trial.

11. The Parties stipulate and agree for settlement purposes only, to the filing of a First Amended Complaint that consolidates the claims asserted on behalf of the Class in the Class Action and the PAGA claims asserted in the PAGA Action, which asserts PAGA claims pursuant to the same California state law claims for the violations of California labor laws asserted in the Complaint filed in the Class Action, Dkt. No. 1, into one action before the Federal Court. The First Amended Complaint will also add claims on behalf of the Class for failure to maintain accurate payroll records (Cal. Lab. Code Section 1174(d)) and failure to provide sick pay (Cal. Lab. Code Section 246). The Parties stipulate and agree that the First Amended Complaint will be filed promptly, after execution of this Settlement Agreement, or as soon as practicable. The Parties stipulate and agree that for settlement purposes only, Defendant consents to the filing of the First Amended Complaint, to Plaintiff's standing as a PAGA representative, and to personal and subject matter jurisdiction in the Court.

12. In the event the Settlement is not approved, the Parties agree that the Parties shall be placed in the same position as they were in immediately prior to execution of this Settlement Agreement, but for the filing of the First Amended Complaint, which shall be the operative pleading. Defendant agrees that no statute of limitations on any claim would run against Plaintiff or any Class Member from and including September 11, 2023, until and including the date the Court issues an order denying final approval of the Settlement (except those claims that are already barred by any applicable statute of limitations).

13. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that Named Plaintiff, Participating Class Members, and Aggrieved Employees' claims as described herein against Defendant shall be settled, compromised and dismissed, on the merits and with prejudice, and that the Named Plaintiff, Participating Class Members, and Aggrieved Employees' Released Claims shall be finally and fully compromised, settled and dismissed as to the Defendant and Releasees, in the manner and upon the terms and conditions set forth below.

RELEASES

14. In exchange for the consideration set forth in this Settlement Agreement, Named Plaintiff, Participating Class Members, and Aggrieved Employees agree to release all claims against the Releasees as set forth herein as applicable.

15. **Participating Class Members and Aggrieved Employees' Released Claims.** Upon Final Approval of the Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, all Participating Class Members, and Aggrieved Employees shall and hereby do release and discharge all Releasees, finally, forever and with prejudice, from the claims as follows:

- a. **Release by Participating Class Members:** All Participating Class Members, release the Releasees from all claims through the Class Release Period that were alleged, or reasonably could have been alleged based on facts stated in the Complaint or the to-be-filed First Amended Complaint, including but not limited to claims for: (1) failure to pay for all hours worked; (2) failure to pay minimum wage; (3) failure to pay overtime wages; (4) failure to provide or make available meal periods; (5) failure to provide or make available rest periods; (6) failure to reimburse business expenses; (7) failure to provide timely and accurate wage statements; (8) waiting time penalties; (9) failure to maintain accurate payroll records; (10) failure to provide sick pay; (11) unlawful business practices; and (12) violation of Cal. Lab. Code sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1174, 1194, 1197, 1198, 2802, and all applicable IWC Wage Orders. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
- b. **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to release the Releasees from all claims through the PAGA Release Period for violation of PAGA that were alleged, or reasonably could have been alleged, based on facts stated in the Complaint, the to-be-filed First

Amended Complaint, or the PAGA Notice. This includes, but is not limited to, any and all PAGA claims alleged or that could have been alleged based on the facts of the Named Plaintiff's PAGA letter or any complaint, including but not limited to claims for civil penalties under Cal. Lab. Code sections 2698, *et seq.*, Cal. Lab. Code sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1174, 1194, 1197, 1198, 2802, and all applicable IWC Wage Orders, through the PAGA Release Period.

16. **Release Language on Settlement Checks.** The Settlement Administrator shall include the following release language on the back of each Settlement Award and/or Individual PAGA Payment check, as appropriate for Named Plaintiff and other Class Members who do not opt-out of the Settlement, and Aggrieved Employees:

“This check is your settlement payment in connection with the court-approved class action Settlement in *Joana Rios Lagunas v. Young Adult Institute, Inc.*, United States District Court, Northern District of California, Case Number 2:23-cv-00654. By not opting out of the Settlement and/or by being a member of the Aggrieved Employee group, you have released Young Adult Institute, Inc., and other Releasees of all Released Claims as defined in the Settlement Agreement.”

17. **Named Plaintiff's Released Claims.** Named Plaintiff releases and discharges Releasees from any and all claims, obligations, demands, actions, causes of action, rights, and liabilities of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the Class Release Period, for any type of relief, including, without limitation, claims for minimum, straight time, or overtime wages, sick pay, premium pay, business expenses, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Named Plaintiff's Released Claims include, but are not limited to, the Participating Class Members and/or Aggrieved Employees' Released Claims, as well as any other claims under any provision of federal, state, or local law, including the FLSA, and California wage and hour laws. Upon Final Approval, Named Plaintiff shall be deemed to have fully, finally, and forever released Releasees from all Named Plaintiff's Released Claims through the earlier of the date of Preliminary Approval or December 23, 2023. Furthermore, upon Final Approval, Named Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the Named Plaintiff's Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

18. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Class, and notifying the Class of this Settlement:

- a. **Complaint.** The Parties stipulate and agree that for settlement purposes only, Defendant consents to the filing of a First Amended Complaint that consolidates the claims asserted on behalf of the Class in this Action and the PAGA claims asserted in *Joana Rios Lagunas v. Young Adult Institute, Inc.* Superior Court of Alameda, Case No. 23CV030512, which asserts PAGA claims pursuant to the same California state law claims for the violations of California labor laws asserted in the Complaint filed in the Action; to the addition of claims for failure to maintain accurate payroll records and failure to provide sick pay to the First Amended Complaint; to Named Plaintiff's standing as a representative plaintiff under the PAGA; and to personal and subject matter jurisdiction in the Court. Named Plaintiff shall file the First Amended Complaint in the Court and provide a copy to the California Labor and Workforce Development Agency before the filing of the Unopposed Motion for Preliminary Approval of Settlement Agreement discussed in Paragraph 18.b.
- b. **Request for Class Certification and Preliminary Approval Order.** Named Plaintiff shall file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Class pursuant to Fed. R. Civ. P. 23 for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Named Plaintiff's motion for Final Approval of the Settlement, and approval of the requested Service Award, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing.
- c. **Notice.** The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Class Members. The Settlement Administrator will also create a website for the Settlement, which will allow Class Members to view the Class Notice (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendant's counsel with a preview of the proposed website. Class Counsel and Defendant's counsel must approve the website before it goes live and also must approve any modifications to

the website. The Settlement Administrator shall also create a toll-free telephone number to field telephone inquiries from Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 180-day check cashing period for Settlement Award and Individual PAGA Payment Checks.

- d. Within ten (10) business days after the Court's Preliminary Approval of the Settlement, Defendant shall provide to the Settlement Administrator the Class List in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class List in confidence, use the Class List only for purposes of this Settlement and for no other purpose, and restrict access to the Class List to employees who need access to the Class List to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify the Settlement Administrator if it discovers that the Class List omitted employee identifying information and to provide a corrected or updated Class List as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class List to the Settlement Administrator, the Settlement Administrator, Defendant, and Defendant's counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class List information.
- e. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems.
- f. Within ten (10) business days after receiving the contact information for the Class Members, the Settlement Administrator shall mail and email (if email addresses are available) the agreed-upon and Court-approved Settlement Notice to Class Members. The Settlement Administrator shall provide notice to Class Counsel and Defendant's Counsel that the Settlement Notice has been mailed.
- g. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Settlement Class Member involved, and shall re-mail the Notice of Settlement.
- h. Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel,

respectively, a report showing: (i) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion; (ii) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (iii) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid); (iv) the estimated average and median recovery per Class Member who have not submitted valid letters requesting exclusion from the Settlement; (v) the estimated average and median recovery per Aggrieved Employee; and (vi) the largest and smallest estimated amounts to be paid to Class Members who have not submitted valid letters requesting exclusion from the Settlement.

- i. The Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defendant's Counsel that, among other things, tally the number of: Notices mailed or re-mailed, Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Settlement Awards and/or Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Settlement Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- j. Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. Other than in connection with resolving the Related Action, Defendant will not discourage participation in this Settlement Agreement or encourage objections or opt-outs. This provision shall not prevent Defendant from telling current or former employees that a class action asserting claims for wages and penalties is pending, that a Settlement has been entered in that class action, that the employee will receive a notice of the Settlement and will have the opportunity to accept or reject the Settlement, and that, while the Settlement of the class action is in process, Defendant is precluded from settling claims on an individual basis.
- k. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Participating Class Members and Aggrieved Employees; the average and median recovery per Participating Class Member and Aggrieved Employee; the largest and smallest amounts paid to Participating Class Members and Aggrieved Employees; and the number and value of checks not cashed. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are

returned as undeliverable or are not negotiated.

19. **Disputes Regarding Workweeks and/or Pay Periods.** To the extent that any Class Member or Aggrieved Employee disputes the number of workweeks or pay periods that the Class Member or Aggrieved Employee worked, as shown in his or her Notice, such Class Member or Aggrieved Employee may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant. The deadline for Class Members or Aggrieved Employees to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline). Unless the Class Member or Aggrieved Employee presents convincing evidence proving he or she worked more workweeks or pay periods than shown by Defendant's records, his/her Settlement Award or Individual PAGA Payment will be determined based on Defendant's records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator will notify the disputing Class Member of the decision.

20. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement must, on or before the Notice Deadline, file with the court a written statement objecting to the Settlement. Such objection shall not be valid unless it includes the information specified in the Settlement Notice. The statement must be signed personally by the objector, and must include the objector's name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Class Members that objections shall only be considered if the Class Member has not opted out of the Settlement. Absent good cause found by the court, persons who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness, and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

21. **Requests for Exclusion.** The Settlement Notice shall provide that Class Members, other than Named Plaintiff, who wish to exclude themselves from the Settlement ("opt out") must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Class Member's full name, address, telephone number, and last four digits of their social security number, and must be signed individually by the Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement. However, it shall not be a violation of this agreement to require that Belinda Turner opt out as a term of any settlement of the Related Action. Moreover, this provision shall not prevent Defendant from telling current or former employees that a class action asserting claims for wages and penalties is pending, that a Settlement has been entered in that class action, that the employee will receive a notice of the Settlement and

will have the opportunity to accept or reject the Settlement, and that, while the Settlement of the class action is in process, Defendant is precluded from settling claims on an individual basis.

22. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

23. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Award, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs to be heard at the Final Approval Hearing. Named Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying the Class Action and Class as a class action under Fed. R. Civ. P. 23 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;
- c. approving the Settlement as final and its terms as a fair, reasonable and adequate;
- d. approving the payment of the Service Award to Named Plaintiff Joana Rios Lagunas;
- e. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- g. directing that the Action be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Participating Class Members and Aggrieved Employees' Released Claims; and
- h. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

24. **Post Judgment Report.** At the conclusion of the 180-day check cashing period set forth below and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Participating Class Members and Aggrieved Employees, Plaintiff's Counsel shall submit a post-judgment report to the Court of regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

SETTLEMENT FUNDS AND AWARD CALCULATION

25. **Funding of Settlement.** The Settlement Administrator will administer this Settlement. Within ten (10) days of the Effective Date, Defendant shall fund the settlement into the Settlement Administrator's designated account. Defendant shall not have access to the Gross Settlement Amount, or to any earned interest, once those funds are deposited into the Settlement Administrator's designated account. Any interest gained on the Gross Settlement Amount in the Settlement Administrator's designated account shall be deemed part of the Gross Settlement Amount. The Gross Settlement Amount is fully non-reversionary. All disbursements shall be made from the Gross Settlement Amount.

26. **Payments.** Subject to the Court's Final Approval Order and the occurrence of the Effective Date, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

- a. **Service Award to Named Plaintiff.** Subject to the Court's approval, Plaintiff Joana Rios Lagunas shall receive up to Ten Thousand Dollars (\$10,000.00), for her efforts in bringing and prosecuting this matter. The Settlement Administrator shall issue an IRS Form 1099 for this payment. This payment shall be made within twenty (20) days after the Effective Date or as soon as reasonably practicable. If the Court approves a Service Award in amounts less than what Named Plaintiff requests, the reduction in the Service Award shall not be a basis for nullification of this Settlement. If the Court approves a Service Award less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount. Nor shall a reduction in the Service Award in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective. The Named Plaintiff assumes full responsibility for paying all taxes, if any, due as a result of the Service Award.
- b. **Fee Awards and Costs.**
 - i. Class Counsel will request a Fee Award of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$283,333.33, and payment of Class Counsels' actual costs, which are currently estimated to be \$12,000.00. Defendant will not oppose requests for these payments provided. Subject to the Court's approval, Class Counsel shall receive the Fee Award, which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Action. In addition, Class Counsel shall, subject to Court approval, receive

reimbursement of Class Counsels' Costs. These payments of attorneys' fees and costs shall be made within twenty (20) days after the Effective Date or as soon as reasonably practicable.

- ii. The approved Fee Award and Class Counsels' Costs, even if less than what Class Counsel requests, shall constitute full satisfaction of Defendant's obligations to pay amounts to any person, attorney or law firm for attorneys' fees or costs in this Action on behalf of Named Plaintiff and/or any other Class Member, and shall relieve Defendant from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs to which any of them may claim to be entitled on behalf of Named Plaintiff or any other Class Member. If the Court approves a Fee Award and/or Class Counsels' Costs Award in an amount less than what Class Counsel request, the reduction in the Fee Award and/or Class Counsels' Costs Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Fee Award and/or Class Counsels' Costs Award in any way delay or preclude the judgment from becoming a Final or the Settlement from becoming effective. If the Court approves a Fee Award and/or Class Counsel's Costs less than the amount requested the Settlement Administrator will allocate the remainder to the Net Settlement Amount.
- iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.
- c. **Labor and Workforce Development Agency Payment.** Subject to Court approval, the Parties agree that the amount of Twenty Thousand Dollars (\$20,000.00) from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiff and Aggrieved Employees under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). Pursuant to PAGA, Seventy-Five Percent (75%), or Fifteen Thousand Dollars (\$15,000.00), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Five Thousand Dollars (\$5,000.00), will be allocated to the Net PAGA Amount and paid out to the Aggrieved Employees on a pro rata basis as Individual PAGA Payments. The payment to the LWDA and the Aggrieved Employees shall be made by the Settlement Administrator within twenty (20) days after the Effective Date or as soon as reasonably practicable.
- d. **Settlement Administration Costs.** A Settlement Administrator Expenses Payment not to exceed \$12,000.00 except for a showing of good cause and

as approved by the Court. Settlement Administration costs shall be paid from the Gross Settlement Amount. To the extent the Administration Expenses are less or the Court approves payment less than \$12,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

- e. **Settlement Awards to Eligible Class Members and Individual PAGA Payments to Aggrieved Employees.** Settlement Awards and Individual PAGA Payments shall be made to Participating Class Members and Aggrieved Employees as set forth below.

27. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against Defendant, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS AND INDIVIDUAL PAGA PAYMENTS

28. **Settlement Award And Individual PAGA Payment Eligibility.** All Participating Class Members shall be paid a Settlement Award from the Net Settlement Amount and all Aggrieved Employees shall be paid an Individual PAGA Payment from the Net PAGA Amount.

29. Any Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Participating Class Member whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting final approval, and any judgment the Court ultimately enters in the Action. Any such Class Member's rights to pursue any Released Claims (as defined in this Settlement Agreement) will be extinguished.

30. **Settlement Award and Individual PAGA Payment Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Participating Class Member and the amount of the Individual PAGA Payment to be paid to each Aggrieved Employee based on the below formulas:

- a. Participating Class Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:
 - i. When calculating the individual Settlement Awards to Class Members following Final Approval (for purposes of preparing Individual Settlement Payment checks), the Settlement Administrator will not include Class Members who validly request exclusion from the Settlement.

- ii. Each Participating Class Member shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Class Member worked for Defendant at any time during the Class Release Period.
 - iii. Each workweek during which work was performed will be equal to one (1) settlement share. The total number of settlement shares for all Participating Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Class Member's number of settlement shares to determine the Participating Class Member's *pro rata* portion of the Net Settlement Amount.
- b. Aggrieved Employees under the PAGA shall also receive a *pro rata* portion of the Net PAGA Amount as follows:
 - i. Aggrieved Employees shall receive a *pro rata* portion of the Net PAGA Settlement Amount based on the number of pay periods the Aggrieved Employee worked for Defendant during the PAGA Release Period.
 - ii. Each pay period during which work was performed will be equal to one (1) settlement share. The total number of settlement shares for all Aggrieved Employees will be added together and the resulting sum will be divided into the Net PAGA Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Aggrieved Employee's number of settlement shares to determine the Aggrieved Employee's *pro rata* portion of the Net PAGA Settlement Amount, i.e., their Individual PAGA Payment.
 - iii. The Settlement Administrator may combine the Settlement Award and Individual PAGA Payment into a single check, if applicable.

31. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated payment the Class Member and/or Aggrieved Employee is expected to receive assuming full participation of all Class Members.

32. All Settlement Award and Individual PAGA Payment determinations shall be based on Defendant's timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Class Member and/or Aggrieved Employee is not a Class Member and/or Aggrieved Employee, or an individual who was not previously identified as a Class Member and/or Aggrieved Employee is in fact a Class Member and/or Aggrieved Employee but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

33. **Settlement Award and Individual PAGA Payment Allocations.** The Individual PAGA Payments shall be treated as penalties and the amounts thereof shall be reflected on an IRS Form 1099. Twenty-five percent (25%) of each Settlement Award shall be allocated as wages and seventy-five percent (75%) of each Settlement Award shall be allocated as penalties and interest. Settlement Awards will be paid out to Participating Class Members subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Settlement Awards, for which Participating Class Members shall be issued an IRS Form W-2 for the portions of the Settlement Awards that are allocated to wages, if any. Participating Class Members will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties and interest. Defendant shall pay the employer's share of all required FICA and FUTA taxes on the wage portions of the Settlement Awards. The Settlement Administrator shall calculate the employer share of taxes and provide Defendant with the total employer tax contributions within five (5) business days after the final Settlement Award calculations are approved. Defendant shall deposit the calculated employer tax contributions into the Settlement Administrator's designated account within five (5) business days after the Settlement Administrator provides Defendant with the amount of the total employer tax contributions due. Amounts withheld and employer tax contributions deposited by Defendant will be remitted by the Settlement Administrator from Settlement Administrator's designated account to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award and/or Individual PAGA Payment. The Settlement Administrator shall provide Defendant with a report of all withholding and shall copy Defendant on the remittance and Quarterly Federal Tax Returns.

34. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

35. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a final report of all Settlement Awards and Individual PAGA Payments, at least ten (10) business days before the Settlement Awards to Participating Class Members and Individual PAGA Payments to Aggrieved Employees are mailed.

36. The Settlement Administrator shall mail all Settlement Awards and Individual PAGA Payments to Participating Class Members and/or Aggrieved Employees within twenty (20) days after the Effective Date or as soon as reasonably practicable. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendant's Counsel.

37. The Settlement Award and Individual PAGA Payment payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Participating Class Members and/or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

38. All Settlement Award and Individual PAGA Payment checks shall remain valid and negotiable for 180 days and the face of each check shall prominently state that date when the check will be voided. The Settlement Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date. The Settlement Administrator will cancel all checks not cashed by the void date. Within ninety (90) days remaining, a reminder letter (Exhibit B herein) will be sent via U.S. mail to those who have not yet cashed their Settlement Award and Individual PAGA Payment check.

39. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed as follows, subject to the Court's approval.

- a. If the total residual amount is less than \$25,000.00, then the amount will revert to *cy pres*. The *cy pres* recipient shall be proposed by the parties and approved by the Court. The Parties propose Centro Legal de La Raza which provides free legal representation to the Latino community and other low-income immigrant families. The Settlement Administrator shall distribute any *cy pres* payment.
- b. If the total residual amount is \$25,000.00 or greater, a second distribution will occur to those Participating Class Members and/or Aggrieved Employees who cashed their Settlement Award check. The second distribution will occur on a *pro rata* basis as provided for in this Agreement. In the event of a redistribution of uncashed check funds to Participating Individuals who cashed their Settlement Award check, the additional settlement administration costs related to the redistribution will be deducted from the total amount of uncashed checks prior to the redistribution. If a check to a Participating Class Members and/or Aggrieved Employees is returned to the Settlement Administrator as undeliverable during the second distribution, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. If none is found, then said check shall revert to the *cy pres* recipient. If there are uncashed check funds remaining from redistribution as described in this Paragraph, then the amount will revert to *cy pres*.
- c. Within twenty-one (21) days after the distribution of any remaining monies to Participating Class Members and/or Aggrieved Employees who cashed their Settlement Award check or to the *cy pres* recipient, Plaintiffs will file a Post-Distribution Accounting. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Settlement Class Members, the total number of Settlement Class Members to whom notice was sent and not returned as undeliverable, the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per Participating Individual, the largest and smallest amounts paid to Participating Class Members and/or Aggrieved Employees, the method(s) of notice and the method(s) of payment to Participating Class Members and/or Aggrieved Employees, the number and value of checks not cashed, the amounts distributed to the *cy pres* recipient (if applicable), the

administrative costs, the attorneys' fees and costs, the attorneys' fees in terms of percentage of the settlement fund, and the multiplier, if any.

MISCELLANEOUS

40. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by Cal. Lab. Code § 2699(l)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by Cal. Lab. Code § 2699(l)(3).

41. **Confidentiality.** The Parties and their Counsel agree that they will not issue a press release or hold any press conferences or initiate contact with a member of the press, including on social media, about this case and/or the fact, amount or terms of the Settlement. If the Parties are contacted by the press about the Settlement, they will respond only that the case has been resolved. Nothing in this paragraph shall prevent Class Counsel from communicating with the Class Members, the LWDA, or the court in which the Action is pending, as may be required to carry out the terms of this Settlement and/or fulfill their ethical responsibilities under the Settlement and to their respective clients.

42. **No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Complaint or to-be-filed First Amended Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Named Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Agreement only. Defendant expressly denies all of the allegations in the Actions. Defendant expressly denies that they have violated the PAGA, California wage and hour laws, or any other provision of federal or state law with respect to any of their employees. This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendant or any of the Releasees of any fault or liability or wrongdoing. If this Settlement Agreement does not become final, this Settlement Agreement, or the circumstances leading to this Settlement Agreement, may not be used as an admission by Defendant or any wrongdoing or evidence of any wrongdoing by Defendant. If for any reason the Court does not grant Preliminary Approval, Final Approval, or Judgement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Named Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses.

43. **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall be borne by Defendant.

44. **Nullification of the Settlement Agreement.** In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not

become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the issues that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

45. **Reduced Service Award, Fee Award, or Class Counsel's Costs Not a Basis for Voiding Settlement.** If the Court approves a Service Award, a Fee Award, and/or Class Counsel's Costs Award in amounts less than what Named Plaintiff and/or Class Counsel request, the Parties agree that the reduction in the Service Award, Fee Award, and/or Class Counsel's Costs Award will not be a basis for nullification of this Settlement. Nor will a reduction in the Service Award, Fee Award, or Class Counsel's Cost Award in any way delay or preclude the judgment from becoming Final or the Settlement from becoming effective. Any amount resulting from the reduction in the Service Award(s), Fee Awards, and/or Class Counsel's Costs Award shall be included in the Net Settlement Amount.

46. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

47. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or federal court holiday, such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

48. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Class and PAGA Actions, except such proceedings as may be required by the Court, including applicable Court rules, and such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

49. **Amendment or Modification.** This Agreement may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

50. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements

have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

51. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Steve Pearl, to resolve such disagreement.

52. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Named Plaintiff, Defendant, the Participating Class Members and/or Aggrieved Employees and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

53. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

54. **No Signature Required by Class Members.** Only the Named Plaintiff will be required to execute this Settlement Agreement. The Settlement Notice will advise all Class Members of the binding nature of the release, and such shall have the same force and effect as if this Settlement Agreement were executed by each Participating Class Members and/or Aggrieved Employees.

55. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

56. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

57. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

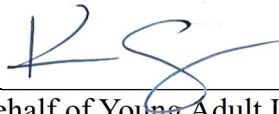
IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: _____ Date: _____
Joana Rios Lagunas

APPROVED AS TO FORM BY CLASS COUNSEL:

Carolyn Hunt Cottrell
Ori Edelstein
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

Date: _____

DEFENDANT: _____ Date: 1/16/24

On behalf of Young Adult Institute, Inc.

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

Margaret J. Grover
GROVER WORKPLACE SOLUTIONS, P.C.
1300 Clay Street, Suite 600
Oakland, California 94612

Date: January 16, 2024

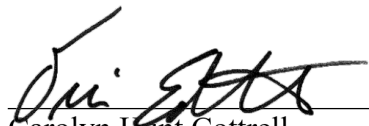
56. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

57. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF:  _____ Date: 12 / 30 / 2023
Joana Rios Lagunas

APPROVED AS TO FORM BY CLASS COUNSEL:

 _____ Date: 1/18/2024
Carolyn Hunt Cottrell
Ori Edelstein
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

DEFENDANT: _____ Date: _____
On behalf of Young Adult Institute, Inc.

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

_____ Date: _____
Margaret J. Grover
GROVER WORKPLACE SOLUTIONS, P.C.
1300 Clay Street, Suite 600
Oakland, California 94612

EXHIBIT A

Claims Admin Contact Info
Claims Admin ID <<ID>>

Mailing Date

<<FullName>>
<<Address1>> <<Address2>>
<<City>> <<State>> <<Zip>>

**Joana Rios Lagunas v. Young Adult Institute, Inc.
United States District Court, Northern District of California
Case Number 2:23-cv-00654**

NOTICE OF CLASS ACTION SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY.

A court authorized this notice. This is not a solicitation from a lawyer.

You have been sent this Notice because there is a proposed settlement (the “Settlement”) of a class action lawsuit, and the records of Young Adult Institute, Inc. (“YAI”) show you performed work for YAI in the state of California sometime between February 14, 2019 and [the date of Preliminary Approval of the Settlement or December 23, 2023, whichever is earlier]. Because you fit this definition, **you may be entitled to receive money from a Settlement¹ in this case, as described below.**

The purpose of this Notice is to inform you of the pending Settlement and your rights under it. Please understand this is not a notice of a lawsuit against you. You have not been sued. You are not required to appear in Court in response to this Notice. Please review this Notice and consider your options carefully.

1. Why Should You Read This Notice?

This Notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt out”) of the Settlement, or object to the Settlement. If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of Settlement in the event the Court denies your objection.

The United States District Court, Northern District of California, has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED], before the Honorable Richard Seeborg at [address and time].

¹ This notice summarizes the proposed Settlement. The capitalized terms in this Notice of Settlement have defined meanings that are set out in detail in the Settlement Agreement. To review a copy of the Settlement Agreement, please visit the Settlement website at [INSERT URL].

2. What Is This Case About?

This lawsuit alleges that individuals whom YAI employed as non-exempt employees and who worked for YAI in the State of California between February 14, 2019 and [the date of Preliminary Approval of the Settlement or December 23, 2023, whichever is earlier], were not compensated for all hours worked, including at the minimum wage and overtime rates; were not provided compliant meal and rest break; were not paid all wages due upon termination; were not provided timely and compliant itemized wage statements; were not reimbursed for necessary business expenses; and were not provided sick pay. This lawsuit seeks recovery of unpaid wages, statutory damages, civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), restitution, interest, and attorneys’ fees and costs. The claims in this lawsuit are brought under California law.

YAI contends that it has strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. YAI contends that the wage and hour policies and practices at issue, including those regarding payment for time worked, overtime pay, sick pay, meal breaks, rest breaks, and expense reimbursement, are lawful and have been lawful throughout the relevant time period. YAI also contends that Plaintiff’s claims do not meet the requirements for class certification.

This Settlement is the result of good faith, arm’s length negotiations between Plaintiff and YAI, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members. This Settlement is a compromise and is not an admission of liability on the part of YAI.

The Court has not ruled on the merits of Plaintiff’s claims or YAI’s defenses.

The Settlement Administrator has created a Settlement website, which can be accessed at [INSERT URL]. The Settlement website allows interested persons to view the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and this Notice of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

3. How Will the Settlement Payment Be Distributed?

The Gross Settlement Amount (“GSA”) is \$850,000.00, which YAI will pay into a settlement fund. Any interest gained on this payment will be added to the GSA. The GSA will mostly be distributed to the current and former employees who meet the definitions for participating in the Settlement, but it will also be used to pay for attorneys’ fees and costs awarded by the Court, any enhancement payment to Plaintiff that is awarded by the Court, the Settlement Administrator’s costs, and a payment to the California Labor and Workforce Development Agency (LWDA) that is required by the PAGA.

The attorneys for Plaintiff and the Class (referred to as “Class Counsel”) will ask the Court to award them 1/3 of the GSA, which is \$283,333.33, to compensate them for their services in this

matter. Class Counsel will also request reimbursement for their costs spent in litigating this case, which are currently estimated to be \$12,000.00. Class Counsel will file a motion with the Court setting forth the bases for their requested costs and fees.

The Named Plaintiff Joana Rios Lagunas will ask the Court to award her an enhancement award in the amount of \$10,000.00, for her role as the named plaintiff prosecuting this lawsuit on behalf of all Class Members and Aggrieved Employees. The Settlement Administrator's costs are capped at \$12,000.00, and this payment will also come from the GSA. The payment to the LWDA and Aggrieved Employees in connection with the PAGA component of the Settlement will be \$20,000.00, and this payment will also come from the GSA.

The remainder of the GSA after subtracting the amounts described above is the "Net Settlement Amount" that will be distributed to Participating Class Members, which include Class Members who do not opt out of the Settlement.

4. If I Choose to Participate in the Settlement, How Much Can I Expect to Receive?

All Settlement Award determinations will be based on Defendant's timekeeping, payroll, and/or other records for Class members. Based on YAI's records, you are estimated to have worked [REDACTED] pay periods as a Class Member and [REDACTED] pay periods as an Aggrieved Employee for YAI during the relevant periods in the State of California. Your total estimated settlement payment will be \$[REDACTED]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth below.

You do not need to do anything to be sent your settlement payment. Just watch your mail for a check and cash it when you get it. If you participate in the Settlement, you will have 180 days to cash the check. For any Class Member and/or Aggrieved Employee whose Settlement Award check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the Centro Legal de La Raza, which provides free legal representation to the Latino community and other low-income immigrant families, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

If you dispute the number of pay periods as shown on this Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for YAI. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more pay periods than shown by YAI's records, your Settlement Award and/or Individual PAGA Payment will be determined based on YAI's records. Any disputes must be postmarked by [INSERT DATE] and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. The Settlement Administrator will notify you of the decision on the dispute.

Payments to Participating Class Members and/or Aggrieved Employees will be calculated on the number of eligible workweeks and pay periods. Each Participating Class Member will be eligible to receive a *pro rata* share of the Net Settlement Amount based on the total number of eligible

Aggrieved Employee will be eligible to receive a pro rata share of the Net PAGA Settlement Amount based on the total number of eligible pay periods that the Aggrieved Employee worked for YAI during the relevant period. Participating Class Members and/or Aggrieved Employees shall receive a *pro rata* portion of the Net Settlement Amount and/or Net PAGA Settlement Amount as follows:

1. For each workweek during which the Participating Class Member worked for YAI in California between February 14, 2019 and [the date of Preliminary Approval of the Settlement or December 23, 2023, whichever is earlier], he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Participating Class Member worked.
2. Each workweek during which work was performed will be equal to one (1) settlement share. The total number of settlement shares for all Participating Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Class Member's number of settlement shares to determine the Participating Class Member's *pro rata* portion of the Net Settlement Amount.
3. Individuals who worked for YAI between January 29, 2022 and [the date of Preliminary Approval of the Settlement or December 23, 2023, whichever is earlier], shall be eligible to receive a *pro rata* portion of the Net PAGA Settlement Amount (\$5,000.00 or another amount fixed by the Court) based on the number of pay periods the Aggrieved Employee worked during the PAGA Period.
4. Each pay period during which work was performed will be equal to one (1) settlement share. The total number of settlement shares for all Aggrieved Employees will be added together and the resulting sum will be divided into the Net PAGA Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Aggrieved Employee's number of settlement shares to determine the Aggrieved Employee's *pro rata* portion of the Net PAGA Settlement Amount, i.e., their Individual PAGA Payment

For tax reporting purposes, the Individual PAGA Payments to Aggrieved Employees shall be treated as penalties and the amounts thereof shall be reflected on an IRS Form 1099. Twenty-five percent (25%) of each Settlement Award to Class Members shall be allocated as wages and seventy-five percent (75%) of each Settlement Award shall be allocated as penalties and interest. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Participating Class Members and/or Aggrieved Employees should consult with their own tax advisors concerning the tax consequences of the Settlement.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award and/or Individual PAGA Payment. If you fail to keep your address current, you may not receive your Settlement Award and/or

Individual PAGA Payment.**5. What Are The Releases?**

Upon Final Approval of the Settlement Agreement and payment of amounts set forth under the Settlement, all Participating Class Members and/or Aggrieved Employees release claims as follows (“Released Claims”) against YAI and its present and former parent companies, subsidiaries, and its shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims (collectively, the “Releasees”):

- **Release by Participating Class Members:** All Participating Class Members, release the Releasees from all claims through the Class Release Period that were alleged, or reasonably could have been alleged based on facts stated in the Complaint or the to-be-filed First Amended Complaint, including but not limited to claims for: (1) failure to pay for all hours worked; (2) failure to pay minimum wage; (3) failure to pay overtime wages; (4) failure to provide or make available meal periods; (5) failure to provide or make available rest periods; (6) failure to reimburse business expenses; (7) failure to provide timely and accurate wage statements; (8) waiting time penalties; (9) failure to maintain accurate payroll records; (10) failure to provide sick pay; (11) unlawful business practices; and (12) violation of Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1174, 1194, 1197, 1198, 2802, and all applicable IWC Wage Orders. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation or claims based on facts occurring outside the Class Period.
- **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to release the Releasees from all claims through the PAGA Release Period for violation of PAGA that were alleged, or reasonably could have been alleged, based on facts stated in the Complaint, the to-be-filed First Amended Complaint, or the PAGA Notice. This includes, but is not limited to, any and all PAGA claims alleged or that could have been alleged based on the facts of the Named Plaintiff’s PAGA letter or any complaint, including but not limited to claims for civil penalties under Labor Code section 2698, et seq., Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1174, 1194, 1197, 1198, 2802, and all applicable IWC Wage Orders, through the PAGA Release Period.

6. What Are My Rights?

- **Do Nothing:** If you are a member of the Class and do not timely and validly opt-out, you will automatically become a Participating Class Member and receive your prorated Settlement Award, and will be bound by the Settlement including its release provisions.
- **Opt-Out:** If you are a member of the Class and do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement (“opt-out”), postmarked by

[INSERT DATE]. The written request for exclusion must contain your full name, address, telephone number, last four digits of your social security number, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. **Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award as a Class Member and will not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.**

- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Settlement by [INSERT DATE]. The statement must state the factual and legal grounds for your objection to the settlement. The statement must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. The statement must be mailed to the Court at the following address: [insert address]. You must also mail a copy of your objection to Class Counsel and YAI's counsel, at the addresses listed below by [INSERT DATE]:

Class Counsel	YAI's Counsel
Carolyn H. Cottrell Ori Edelstein SCHNEIDER WALLACE COTTRELL KONECKY LLP 2000 Powell Street, Suite 1400 Emeryville, CA 94608	Margaret J. Grover GROVER WORKPLACE SOLUTIONS, P.C. 1300 Clay Street, Suite 300 Oakland, California 94612

If you mail a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendants' counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not opt out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Defendants' counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. The failure to submit a written objection as a prerequisite to appearing in court to object to the settlement may be excused upon a showing of good cause.

You may also withdraw your objection in writing by mailing a withdrawal statement to the Court and counsel for the Parties postmarked no later than [INSERT DATE – 10 business days before final approval hearing], orally at the Final Approval hearing, or as otherwise ordered by the Court.

7. Can Defendant Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with YAI or future work or employment with YAI. It is unlawful for YAI to take any adverse action against you as a result of your participation in this Lawsuit. In fact, YAI encourage you to participate in this Settlement.

8. Who Are the Attorneys Representing Plaintiff and the Class?

Plaintiff and the Class are represented by the following attorneys acting as Class Counsel:

Carolyn H. Cottrell
Ori Edelstein
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (800) 689-0024
Facsimile: (415) 421-7105
ccottrell@schneiderwallace.com
oedelstein@schneiderwallace.com

9. How Will the Attorneys for the Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$850,000.00. You do not have to pay the attorneys who represent the Class. The Settlement Agreement provides that Class Counsel will request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount (i.e., \$283,333.33) plus their out-of-pocket costs, which are currently estimated to be \$12,000.00. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Settlement Administrator.

This Notice is only a summary. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at the Settlement website at [\[INSERT URL\]](#), by contacting Class Counsel toll-free at (800) 689-0024, by accessing the Court docket in this case for a fee through the Court's electronic public records system at [\[court's electronic URL\]](#).

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

EXHIBIT B

Questions? Visit [INSERT URL], call toll-free [INSERT PHONE NUMBER] or email [INSERT EMAIL]

Claims Admin Contact Info
Claims Admin ID <<ID>>

Mailing Date, 2023
<<FullName>>
<<Address1>> <<Address2>>
<<City>> <<State>> <<Zip>>

**Re: REMINDER TO CASH SETTLEMENT CHECK FOR CLASS ACTION
SETTLEMENT**

Dear <<FullName>>:

You previously were sent your payment from the settlement of the lawsuit entitled *Joana Rios Lagunas v. Young Adult Institute, Inc.*, United States District Court, Northern District of California Case Number 2:23-cv-00654 (the “Lawsuit”). Our records show that you have not yet cashed your settlement check. You will be bound by the settlement whether or not you cash the check.

Please cash your check promptly. Your check will expire on _____ and then will be sent to the [cy pres recipient or to individuals who have cashed their checks].

If you have any questions about the settlement, you can view the public docket for the case by searching the case number on the Court’s website at [website], or you may contact the settlement administrator (whose contact information is at the top of this letter). Please do not call the Court about this letter.

Sincerely,

Claims Administrator