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Attorneys for Defendants
 H Coast, LLC, d/b/a Hampton Inn & Suites
 Hemet, erroneously sued as both d/b/a Hampton Inn & Suites Hemet and
 d/b/a Hampton Inn & Suites Mission Viejo),
 and Richard May

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

SHENICE EVANS, on behalf of herself
 and all others similarly situated,

Plaintiffs,

v.

SAISON HOSPITALITY PARTNERS,
 LLC, a California limited liability
 company; RICHARD MAY, an individual;
 and DOES 1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No.: CVRI2300932

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

Honorable Harold W. Hopp
 Department 1

Action filed: February 24, 2023
 Trial Date: None Set

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

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Joint Stipulation,” “Agreement,” “Settlement,” or “Stipulation of Settlement”) is made and entered by and between Plaintiff Shenice Evans, in her individual capacity, as class representative, and as a private attorney general (“Plaintiff”) on one hand, and Defendants H Coast, LLC d/b/a Hampton Inn & Suites Hemet (erroneously sued as both d/b/a Hampton Inn & Suites Hemet and d/b/a Hampton Inn & Suites Mission Viejo) (“H Coast”), and Richard May, *et al.* (collectively, “Defendant”) on the other. This Joint Stipulation will be binding on Plaintiff and the putative settlement class and aggrieved employees purported to be represented thereby, and Defendant, subject to the terms and conditions set forth below and the approval of the Court.

I. DEFINITIONS

To the extent any terms or phrases used in this Joint Stipulation are not specifically defined in this section (i.e., Section I), but are defined elsewhere in this Joint Stipulation, they are incorporated herein by reference.

A. “Action” means the putative class and representative action entitled *Shenice Evans v. Saison Hospitality Partners, LLC, et al.*, Riverside County Superior Court Case No. CVRI2300932.

B. “Attorneys’ Fees” or “Class Counsel Award” means the attorneys’ fees to be awarded to Class Counsel from the Gross Settlement Fund for their efforts in the Action. Attorneys’ Fees approved by the Court will not exceed one-third of the Gross Settlement Fund.

C. “Class Counsel” means counsel for Plaintiff, Vanessa M. Ruggles, Esq., and Gregg Lander, Esq.

D. “Class Members” or “Settlement Class” means all persons employed by Defendant as hourly-paid, non-exempt employees described in the operative complaint who worked for Defendant during the Settlement Period. It shall be an opt-out class.

E. “Class Notice” means the form attached as **Exhibit 1** informing Class Members of this Settlement, their rights thereunder, and their options as detailed in Section III.F through

1 H. below.

2 F. “Class Settlement Litigation Expenses” means the litigation costs to be awarded
3 to Class Counsel from the Gross Settlement Fund for actual costs advanced in connection with
4 the Action.

5 G. “Complaint” means the operative complaint filed by Plaintiff in the Action on
6 June 13, 2023, including amendments thereto, including the amendment required by Section
7 III(A) herein.

8 H. “Court” means the Riverside County Superior Court.

9 I. “Dispute Form” means the form attached as **Exhibit 3**, which will be attached to
10 the Class Notice that Class Members must use to dispute the number of workweeks with which
11 he or she has been credited per the procedures detailed in Section III.G. below.

12 J. “Effective Date” means the date by which the Court’s order granting Final
13 Approval of this Joint Stipulation becomes final. Such order becomes final upon either of the
14 following events: (i) upon the Court issuing an order granting Final Approval of this Joint
15 Stipulation if no objections to the settlement are filed, or if an objection is filed but is withdrawn
16 prior to the Court’s Final Approval Hearing; or (ii) in the event there are written objections filed
17 prior to the final approval hearing which are not thereafter withdrawn prior to the hearing, the
18 later of the following events: (a) the day after the last day by which a notice of appeal of the
19 order may be timely filed with the California Court of Appeal, and none is filed; (b) if an appeal
20 is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last
21 date for filing a request for further review of the Court of Appeal’s decision passes and no
22 further review is requested; (c) if an appeal is filed and there is a final disposition by ruling,
23 dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of
24 Appeal’s decision is requested, the day after the request for review is denied with prejudice
25 and/or no further review of the order can be requested; or (d) if review is accepted, the day the
26 Supreme Court of the State of California affirms the Settlement.

27 K. “Final Approval” means the date upon which the Court enters an order granting
28 final approval of this Joint Stipulation, after having determined that the settlement is fair,

adequate, and reasonable to the Class following notice to the Class Members and a hearing on the fairness of the settlement.

L. “Final Approval Hearing” means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Joint Stipulation, after which the Court will enter its order approving the Joint Stipulation finally.

M. “Gross Settlement Fund” means the sum of \$285,000. The Gross Settlement Fund is an all-in settlement sum, inclusive of all fees, distributions, and costs of every kind that are identified in this Agreement or that are necessary to effect the Settlement, except: (a) any increase as required by Section IV(B); and (b) Defendant’s share of the payroll taxes, which shall be paid separately and on top of the Gross Settlement Fund.

N. “Incentive Award” means the Court-approved amounts to be paid to Plaintiff Shenice Evans in the amount of \$15,000 in addition to Plaintiff’s Individual Settlement Award and Individual PAGA Payment, in recognition of Plaintiff’s efforts and risks in prosecuting the Action.

O. “Individual PAGA Payment” means the amount payable from the PAGA Payment to each PAGA Member.

P. “Individual Settlement Award” means the amount payable from the Net Settlement Fund to each Participating Class Member

Q. “LWDA Portion” means the portion of the PAGA Payment to be paid to the California Labor & Workforce Development Agency (“LWDA”) in settlement of Plaintiff’s PAGA claims. The LWDA Portion is \$7,500, which is 75% of the PAGA Payment.

R. “Net Settlement Fund” means Gross Settlement Fund less the Class Counsel Award, Class Settlement Litigation Expenses, Incentive Award, PAGA Payment, and Settlement Administration Costs. The Net Settlement Fund is the sum of money that will be distributed to the Participating Class Members, PAGA Members, and Participating PAGA Members.

S. “Notice Packet” means the notice of settlement to be sent to Class Members after Preliminary Approval that includes the Class Notice (**Exhibit 1**), the Opt-Out form (**Exhibit 2**), the Dispute Form (**Exhibit 3**), and the Objection Form (**Exhibit 4**).

1 T. "Objection Form" means the form attached to the Class Notice that Class
2 Members may use to object to the settlement per the procedures detailed in Section III.H. below.

3 U. "Opt-Out" means a written submission by a Class Member indicating a request to
4 be excluded from the Settlement. The Opt-Out must be in writing and must: (i) be signed by the
5 Class Member; (ii) contain the name, address, telephone number, and the last four digits of the
6 Social Security number of the Class Member opting out; (iii) clearly state that the Class Member
7 does not wish to be included in the Settlement; (iv) be returned by mail to the Settlement
8 Administrator at the specific address; and (v) be postmarked on or before the Response Deadline.
9 The date of the postmark on the return mailing envelope will be the exclusive means to determine
10 whether an Opt-Out has been timely submitted. A Class Member wishing to opt out may use the
11 form attached as **Exhibit 2**. A Class Member who does not opt out of the Settlement will be
12 deemed a "Participating Class Member" and will be bound by all terms of the Settlement, if the
13 Settlement is granted final approval by the Court. Any Class Member who validly opts out from
14 the Settlement will no longer be a member of the Settlement Class and will not have any right to
15 object, appeal, or comment on the Settlement, but any Class Member who is also a PAGA Member
16 will remain a Participating PAGA Member and will receive an Individual PAGA Payment for the
17 PAGA Released Claims. No later than 10 calendar days after the Response Deadline, the
18 Settlement Administrator shall provide counsel for the Parties a complete list of all Class Members
19 who submitted a timely and valid Opt-Out.

20 V. "PAGA" means the Private Attorneys General Act of 2004, Labor Code § 2698,
21 *et seq.*

22 W. "PAGA Member" means all non-exempt employees who worked for Defendant
23 during the PAGA Period.

24 X. "PAGA Member Portion" means the portion of the PAGA Payment that will be
25 distributed to PAGA Members. Subject to the Court's approval, the PAGA Member Portion will
26 be \$2,500, which is 25% of the PAGA Payment.

27 Y. "PAGA Payment" means the amount of \$10,000, subject to Court approval, to be
28 paid from the Gross Settlement Fund for satisfaction of Plaintiff's and Class Members' claims

1 under the PAGA. Under the PAGA, 75% (\$7,500) of this sum will be paid to the Labor and
2 Workforce Development Agency and 25% (\$2,500) will be distributed as the Individual PAGA
3 Payments to Class Members.

4 Z. “PAGA Period” means from February 7, 2022, through the date the Court grants
5 Preliminary Approval of the Settlement or April 23, 2024, whichever is earlier.

6 AA. “PAGA Released Claims” means all claims for penalties that could have been
7 sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing notice, the
8 amended notice to the LWDA, and any subsequent notice to the LWDA as required by Section
9 III(A); as well as violations alleged in the Complaint. Plaintiff does not release any aggrieved
10 employee’s claim for wages or damages. The PAGA Release binds only Plaintiff and the State of
11 California.

12 BB. “Participating Class Members” means Plaintiff and all other Class Members who
13 do not submit a valid and timely Opt-Out Form.

14 CC. “Participating PAGA Members” means all Class Members who submit a valid
15 and timely Opt-Out Form but are PAGA Members who nevertheless bound by the PAGA
16 Release.

17 DD. “Parties” means Plaintiff and Defendant.

18 EE. “Preliminary Approval” means the date upon which the Court enters an order
19 granting preliminary approval of this Joint Stipulation.

20 FF. “Preliminary Approval Hearing” means the hearing held on the Motion for
21 Preliminary Approval of the Joint Stipulation.

22 GG. “Qualified Settlement Fund” or “QSF” means the bank account established under
23 this Joint Stipulation from which all monies payable under this Joint Stipulation shall be paid, as
24 set forth herein.

25 HH. “Released Claims” means all claims that were stated in the Complaint and those
26 that arise from or could arise from the facts alleged in the Complaint, that accrued during the
27 Settlement Period.

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1 II. "Released Parties" means Defendant H Coast, LLC d/b/a Hamton Inn & Suites
2 Hemet and Defendant Richard May and each of their respective past, present and future officers,
3 directors, employees, and agents.

4 JJ. "Response Deadline" means the last day by which a Class Member may opt out of
5 the settlement, object to the settlement and/or submit a dispute. The Response Deadline shall be
6 30 calendar days following the Settlement Administrator's mailing of Notice Packets. Provided,
7 however, for Class Members whose notice packets are sent to a different address subsequent to
8 the initial mailing, the Response Deadline shall be the earlier of 30 calendar days from the date
9 of re-sending or the date that is 14 calendar days before the Final Approval Hearing.

10 KK. "Settlement Administrator" means Rust Consulting, Inc.

11 LL. "Settlement Administrator Costs" means the reasonable costs and fees of
12 administering the Settlement to be paid from the Gross Settlement Fund not to exceed \$9,000,
13 including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Settlement
14 Notices to Class Members in English and Spanish; (ii) preparing and submitting to Class Members
15 and government entities all appropriate tax filings and forms; (iii) computing the amount of and
16 distributing Individual Settlement Awards, Incentive Award, the Class Counsel Award; (iv)
17 processing and validating Opt-Out Forms; (v) establishing a Qualified Settlement Fund, as defined
18 by the Internal Revenue Code; (vi) calculating and remitting to the appropriate government
19 agencies all employer and employee payroll tax obligations arising from the Settlement and
20 preparing and submitting filings required by law in connection with the payments required by the
21 Settlement; and (vii) transmitting uncashed Individual Settlement Awards/Individual PAGA
22 Payments to the Controller of the State of California to be held under to the Unclaimed Property Law,
23 California Civil Code §§ 1500 et seq., for the benefit of those Settlement Class members who did not cash
24 their checks until such time that they claim their property.

25 MM. "Settlement Period" means from August 30, 2018, through the date the Court
26 grants Preliminary Approval of this settlement or April 23, 2024, whichever is earlier.

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II. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS

A. Discovery, Investigation, and Research

The Parties investigated facts and law throughout the Action. Such investigation included the exchange of information and documents under formal and informal discovery. Among other things, Class Counsel reviewed all relevant policy documents and obtained a representative sample of the Settlement Class compensation and timekeeping data. The Parties' investigation also included preparing for and attending a full day of mediation with mediator Steven G. Mehta, Esq. The Parties investigated relevant law as applied to the facts of the case, potential defenses, and damages claimed by Plaintiff on behalf of herself, the Class, and the PAGA Members.

B. Allegations of the Class Representative and Benefits of Settlement

The Parties entered into this Joint Stipulation after arm's length bargaining by the Parties with the assistance of an experienced and well-known mediator, and after Class Counsel thoroughly reviewed all evidence with which they were provided. The information exchanged between the Parties allowed them to assess the merits of the claims and defenses and reach a compromise of the issues.

Plaintiff and Class Counsel contend that the claims asserted in the Action have merit. However, they also acknowledge the expense and delay of continued litigation. Class Counsel considered the uncertain outcome and risk of litigation, and the difficulties and delays inherent in such litigation. Class Counsel also considered the potential difficulty maintaining the Action as a class action and/or representative action, and the likelihood of appeals. In addition, Class Counsel considered Defendant's numerous defenses and the non-typical aspects of the Class Members' jobs and job duties.

Class Counsel determined that this Joint Stipulation confers substantial benefit to the Class and respectfully submits that an independent review by the Court will confirm this conclusion. Class Counsel have determined that this Joint Stipulation is in the best interests of Plaintiff, the Class Members, and the PAGA Members.

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1 **C. Defendant's Denial of Wrongdoing, Defenses, and Benefits of Settlement**

2 Defendant generally denies all claims alleged in the Action and further denies class or
3 representative treatment is appropriate for any purpose other than this Settlement. Defendant
4 contends it complied with all applicable laws, whether California or federal law. Defendant also
5 contends that Plaintiff's claims lack merit and fail as a matter of law. It is therefore also
6 Defendant's position that if litigation continued, class certification would not be granted, or if it
7 were, that it would be reversed. Defendant contends the Plaintiff is not an adequate class
8 representative, her claims are not typical of the Class, and individual issues predominate over
9 common ones. However, Defendant also concluded further litigation would be protracted and
10 expensive. Thus, Defendant determined it is desirable to settle the Action in the manner and
11 upon the terms and conditions herein.

12 **D. Intent of the Settlement**

13 This Joint Stipulation intends to achieve the following: (1) entry of an order approving
14 the Joint Stipulation, conditionally certifying the Settlement Class, and granting the monetary
15 relief set forth herein; (2) entry of judgment on Plaintiff's alleged claims; and (3) discharge of
16 Released Parties from liability for all Released Claims and PAGA Released Claims.

17 **III. Procedural Issues**

18 **A. Amended LWDA Notice and Amended Complaint**

19 For settlement purposes only, Plaintiff shall submit an amended notice letter to the Labor &
20 Workforce Development Agency ("LWDA") and subsequently file a stipulated amended Complaint,
21 within ten business days of the full execution of this Joint Stipulation, to include Plaintiff's
22 claim that Defendant failed to pay overtime at the legal rate of pay for all work performed over 8
23 hours in a day and over 40 hours in a week.

24 **B. Class Certification**

25 The Parties agree and stipulate, for settlement purposes only, to certification of the
26 Settlement Class under Code of Civil Procedure section 382. If the Court does not grant
27 preliminary and final approval of the Joint Stipulation, the Settlement Class will be deemed not
28 to have been certified and any stipulation to certification thereof will have no effect and will not

1 be admissible in or considered in connection with, the issue of whether a class should be certified
2 in a non-settlement context in this Action or in any context in any other lawsuit.

3 **C. Preliminary Approval**

4 Class Counsel will file an unopposed Motion for Preliminary Approval seeking an order
5 approving this Joint Stipulation, certifying the Class, approving the Notice Packet and setting a
6 date for the Final Approval Hearing.

7 **D. Settlement Administrator**

8 The Parties agree to use Rust Consulting, Inc. as Settlement Administrator. The
9 Settlement Administrator's fee will come out of the Gross Settlement Fund. The Settlement
10 Administrator will handle: (1) preparing, printing, and mailing simultaneously the Notice Packet
11 in substantially the same form as the attached **Exhibit 1** (the Class Notice), **Exhibit 2** (the Opt-
12 Out Form), **Exhibit 3** (the Dispute Form), **Exhibit 4** (Objection Form) in both English and
13 Spanish; (2) conducting searches and/or skip tracing to locate the best mailing address for Class
14 Members and PAGA Members; (3) receiving and reviewing any Opt-Outs of the Settlement,
15 Objections to the Settlement, and Disputes to the number of workweeks information; (4)
16 calculating all payments required under the Settlement; (5) handling inquiries from Class
17 Members concerning the Notice Packet; (6) resolving any workweek/W-2 disputes; (7) providing
18 weekly status reports to Defendant's counsel and Class Counsel regarding the mailings, Opt-
19 Outs, Objections, Disputes, and settlement payments; (8) distributing settlement payments to
20 Class Members and PAGA Members, and payment to other parties including all state and federal
21 agencies under the terms of this Joint Stipulation; (9) providing due diligence declarations for
22 submission to the Court, as needed; (10) printing and providing Class Members, PAGA
23 Members, and Plaintiff with tax forms as required under this Joint Stipulation and applicable
24 law, and providing copies of the same to Defendant; (11) translating the Notice Packet to
25 Spanish; (12) sending and/or responding to submissions of Opt-Outs or contact information
26 updates; (13) preparing and sending reminder postcards to Class Members and PAGA Members
27 who have not cashed their settlement checks; (14) calculating and remitting to the appropriate
28 government agencies all employer and employee payroll tax obligations arising from the

1 Settlement and preparing and submitting filings required by law in connection with the payments
2 required by the Settlement; and (15) such other tasks as the Parties mutually agree or the Court
3 orders the Settlement Administrator to perform.

4 The Settlement Administrator will also handle payments to Plaintiff for her Incentive
5 Award, payment of Attorneys' Fees and Class Settlement Litigation Expenses as approved by the
6 Court, and payment of PAGA penalties to the LWDA. The Settlement Administrator will also
7 handle the distribution of any remaining amounts from uncashed checks in accordance with the
8 procedures set forth below.

9 **E. Notice to Class Members**

10 Notice will be provided to Class Members as follows:

11 Within 20 calendar days of Preliminary Approval, Defendant will provide the Settlement
12 Administrator with accurate Class Member counts, separated employee data, and workweek data,
13 specifically: (a) the name and last known address, telephone number, and email address of each
14 Class Member and PAGA Member; (b) the number of workweeks worked by each Class
15 Member during the Class Period; (c) the number of workweeks that each PAGA Member worked
16 for Defendant during the PAGA Period; (d) each Class Member and PAGA Member's social
17 security number; and (e) any other data necessary to determine the proper allocation among
18 Class Members (collectively, "Class Data").

19 Within 10 calendar days after the Settlement Administrator's receipt of the Class Data,
20 the Settlement Administrator will calculate the estimated payout to the individual Class Members
21 and PAGA Members, assuming all Class Members participate in the Settlement, and it will mail
22 the Notice Packet to all Class Members via first-class regular U.S. mail.

23 Prior to mailing, the Settlement Administrator will perform a search based on the
24 National Change of Address Database and an Accurant search (or substantially similar in-depth
25 skip trace) for information to update and correct any known or identifiable address changes. It
26 will be conclusively presumed that the Class Member received the Notice Packet if the Notice
27 Packet has not been returned within 21 days of mailing. If a new address is obtained by way of a
28 returned Notice Packet or otherwise, then the Settlement Administrator will promptly forward

1 the original Notice Packet to the updated address via first-class regular U.S. mail, indicating on
2 the original packet the date of such re-mailing within three business days of receipt. The
3 Settlement Administrator will perform a skip trace and re-mail all returned, undeliverable mail
4 within three business days of receiving notice the mailing was undeliverable.

5 Upon completion of these steps by the Settlement Administrator, the Parties will be
6 deemed to have satisfied their obligation to provide notice of the Settlement to Class Members.
7 Such persons will be bound by all terms of the Joint Stipulation (including the release) and the
8 Court's order and final judgment, unless they validly Opt-Out of the Class.

9 In addition, the Settlement Administrator shall establish a static website and post the
10 executed version of this Agreement, any preliminary approval order(s), the Final Approval
11 Order, and Judgment. Posting of the Final Approval Order and Judgment on such website shall
12 constitute notice of judgment to the Settlement Class, as required by California Rule of Court
13 3.771(b).

14 **F. Procedure for Opting Out of Class**

15 Class Members who wish to exclude themselves from the Settlement must mail the
16 Settlement Administrator a signed and dated Opt-Out Form (Exhibit 2) no later than the
17 Response Deadline, unless the Court orders otherwise. All Opt-Outs must be made in writing,
18 signed by the Class Member, and must be submitted by U.S. Mail. The delivery date is the date
19 the Opt-Out Form is deposited in the U.S. Mail as evidenced by the postmark..

20 An Opt-Out Form will be deemed valid only if the Class Member completed, dated, and
21 signed the Opt-Out Form by the Response Deadline. The written request to be excluded must
22 indicate the Class Member's intent to be excluded from the Settlement. The Parties have drafted
23 the Opt-Out Form specifically for this purpose.

24 Any Class Member who timely submits a valid Opt-Out Form will not be entitled to any
25 recovery from the Gross Settlement Fund except to the extent they receiving a PAGA Payment
26 as a Participating PAGA Member, but those individuals will not be bound by the Settlement,
27 judgment, or order in this Action, nor will he or she be able to object to the Settlement or appeal
28 any of the Court's rulings regarding the Settlement. Class Members who fail to properly submit

1 an Opt-Out Form will be bound by all the terms of this Joint Stipulation, and any judgment and
2 order entered in the Action. PAGA Members may not opt out of the PAGA portion of the
3 Settlement.

4 The Settlement Administrator will provide counsel for the Parties with weekly updates
5 about Class Members who submit Opt-Out Forms.

6 **G. Procedures for Disputing Workweeks**

7 Subject to the Court's review, the Settlement Administrator's determination of eligibility
8 for, and the amounts of, any settlement payment under this Joint Stipulation will be conclusive,
9 final, and binding on all Parties, including all Class Members. To dispute the number of
10 workweeks with which he or she has been credited, a Class Member must complete and submit a
11 completed Dispute Form (Exhibit 3) on or before the Response Deadline. Such submission
12 should include any evidence that the stated workweek information is inaccurate. The delivery
13 date is deemed to be the date the completed Dispute Form is sent by U.S. Mail, as evidenced by
14 the postmark, to the Settlement Administrator. The Settlement Administrator shall decide the
15 dispute after notifying Class Counsel and Defendant's counsel of the dispute. Defendant's
16 records will be presumed correct, but the Settlement Administrator will evaluate the evidence
17 submitted by the Class Member and will make the final decision on the merits of the dispute. The
18 Settlement Administrator may ask Defendant to produce the personnel and payroll files of the
19 Class Member in order for the Settlement Administrator to resolve the dispute.

20 **H. Procedure for Objecting to Settlement**

21 Any Class Member who seeks to object to the Settlement may complete and submit a
22 completed Objection Form (Exhibit 4) to the Settlement Administrator on or before the Response
23 Deadline. The delivery date is deemed to be the date written objection is sent by U.S. Mail, as
24 evidenced by the postmark, to the Settlement Administrator. The Objection Form must include
25 the Class Member or PAGA Member's name, the basis for the objection, whether Class Member
26 or PAGA Member intends to appear at the Final Approval Hearing, and be signed by the Class
27 Member, PAGA Member or their counsel. Any Class Member may also object by appearing
28 either in person or by attorney at the Final Approval Hearing. Neither the Parties nor their

1 respective counsel will solicit or otherwise encourage any Class Member, directly or indirectly,
2 to object to the Settlement, or appeal from the Judgment. The Settlement Administrator will
3 provide counsel for the Parties with any written objection(s) within 5 calendar days of receipt of
4 the written objection. Class Counsel will promptly file any written objections received in
5 advance of the Final Approval Hearing.

6 **I. Final Approval**

7 At the Final Approval Hearing, Class Counsel will move the Court for the entry of
8 judgment, incorporating the Joint Stipulation. Class Counsel will seek approval of the Joint
9 Stipulation as being fair, adequate, and reasonable to the Class Members. Class Counsel and
10 Defendant's counsel will submit to the Court such pleadings and evidence as may be required for
11 the Court's determination.

12 No later than the time designated for filing the motion for final approval, the Settlement
13 Administrator will provide to Class Counsel, for filing with the Court in support of Plaintiff's
14 motion for final approval of the Settlement, a declaration of due diligence setting forth its
15 compliance with its obligations under this Joint Stipulation.

16 **J. Notice of Judgment**

17 The Settlement Administrator shall post the Final Approval Order and Judgment on the
18 Settlement Administrator's website within seven calendar days after entry of Order and
19 Judgment. The Settlement Administrator shall post a copy of the signed judgment for 180
20 calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court in
21 order to provide notice to the Class Members of this Judgment.

22 **IV. SETTLEMENT TERMS**

23 **A. Gross Settlement Fund and Settlement Payments**

24 To settle the Released Claims in the Action, Defendant will pay the aggregate Gross
25 Settlement Fund on a non-reversionary basis. This is an all-in settlement, inclusive of Attorneys'
26 Fees, Class Settlement Litigation Expenses, Incentive Award, Settlement Administrator Costs,
27 and PAGA Payment. Except as may be required in Section IV(B) , Defendant will not be
28 required to contribute additional sums to fund the Settlement or otherwise resolve this action. All

Class Members will be eligible to participate in the Settlement. Class Members will receive a pro-rata share of the Net Settlement Fund under a workweek formula, as set forth below. The PAGA Member Portion will be divided among and distributed to all PAGA Members based upon the number of workweeks that they worked during the PAGA Period.

B. Increase of Gross Settlement Fund

As of the date the Parties executed the Memorandum of Understanding, Defendant represented that the number of workweeks for all Class Members from August 30, 2018, to January 24, 2024, is 5,099 (the "Certified Workweek Amount"). If the actual number of workweeks for all Class Members from August 30, 2018, to January 24, 2024, should exceed the Certified Workweek Amount by more than ten percent (10%), Defendant, at its sole discretion, will either: (1) pay the pro rata percentage increase in excess of 10% to the Gross Settlement Fund to include the additional workweeks, *e.g.*, an 11 % increase in workweeks would result in a 1 % increase in the Gross Settlement Fund; or (2) reduce the Settlement Period to the date that 5,609 workweeks are met, but not exceeded.

C. Establishment of Settlement Fund Account

Within seven days of Final Approval, the Settlement Administrator will establish the QSF in a non-interest-bearing transaction account at an FDIC-insured institution with at least one branch in California.

D. Tax Treatment of Settlement Payments

The Net Settlement Fund will be distributed to the Settlement Class Members and will be allocated 20% wages and 80% as penalties and interest. Payments to PAGA Members shall be allocated as 100% penalties. Amounts paid as wages shall be subject to all tax withholdings customarily made from employee's wages and all other authorized and required withholdings and shall be reported by IRS Form W-2. The interest and penalties will be reported by IRS Form 1099. The Settlement Administrator will issue the appropriate federal and state tax forms.

The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, the Class Members and PAGA Members are not relying on any statement or representation by the Parties in this regard. The Class Members and PAGA

Members understand and agree that they will be responsible for the payment of any employee taxes and penalties assessed on the payments described herein and will hold the Parties free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Agreement, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

E. Circular 230 Disclaimer

Each Party to this Agreement acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other to any other party to avoid any tax penalty that may be imposed on the acknowledgeing party, and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of an such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging part of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

F. Distribution of Settlement Proceeds

The Settlement Administrator will keep Defendant's counsel and Class Counsel apprised of all distributions from the QSF. No person will have any claim against Defendant, Defendant's counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on distributions and payments made under this Joint Stipulation. Distribution will be as follows:

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1 **1. Time for Defendant to Pay Gross Settlement Amount**

2 Defendant shall pay an amount no more than the Gross Settlement Fund to settle this
3 matter according to the following plan:

- 4 a. One-third of the Gross Settlement Fund to be paid on or before 60 days
5 after the Effective Date;
- 6 b. One-third of the Gross Settlement Fund to be paid on or before 150
7 days after the Effective Date.
- 8 c. One-third of the Gross Settlement Fund to be paid on or before 240
9 days after the Effective Date.

10 **2. Payout to Class Members and PAGA Members**

11 The Gross Settlement Fund shall be paid by Defendant as described above in Section IV.E.1
12 after the Effective Date. Defendant shall provide the Gross Settlement Fund to the Settlement
13 Administrator in any feasible manner, including, but not limited to, by way of a wire transfer. If this
14 Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails
15 to become effective for any reason, or if the Effective Date does not occur, then no portion of the
16 Gross Settlement Fund shall be paid.

17 a. Payments to the Settlement Class. Class Members shall not be required to
18 submit a claim in order to receive a share of the Net Settlement Fund, and no portion of the
19 Gross Settlement Fund shall revert to Defendant or result in any unpaid residue. The Settlement
20 Administrator shall first compute the Net Settlement Fund by deducting from the the following
21 amounts as approved by the Court: Class Counsel Award, Incentive Award, PAGA Payment, and
22 Settlement Administration Costs. To the extent the Court does not approve the full requested
23 Attorneys' Fees, Class Settlement Litigation Expenses, Incentive Award, PAGA Payment, or
24 Settlement Administrator Fees, the Net Settlement Fund will increase accordingly, by the
25 difference between the request amount and the amount awarded by the Court.

26 i. Individual Settlement Award: From the Net Settlement Fund, the
27 Settlement Administrator will calculate each Individual Settlement Award by dividing the Net
28 Settlement Fund by the total number of workweeks resulting in the Workweek Value and then

1 multiplying the Workweek Value by the number of workweeks worked by each Class Member.
2 For purposes of payment, a week of employment shall be defined as any regular workweek in
3 which the Class Member worked on three or more calendar days. All Class Members will be
4 entitled to payment for at least one workweek. Defendant will provide the total number of
5 workweeks for each Class Member to the Settlement Administrator. The Settlement
6 Administrator will calculate the number of workweeks worked by the Class Members during the
7 Settlement Period, the amount to be paid per workweeks, and the Individual Settlement Awards
8 to eligible Class Members. All workweek Disputes will be resolved and decided by the
9 Settlement Administrator and the Settlement Administrator's decision on all workweek Disputes
10 will be final and non-appealable.

11 ii. Individual PAGA Payment: The Settlement Administrator will
12 calculate each PAGA Member's Individual PAGA Payment by dividing the 25% of the PAGA
13 Payment to be distributed to the PAGA Members, i.e., \$2,500, by the total number of Pay
14 Periods during the PAGA Period, which will equal the PAGA Pay Period Value and then
15 multiplying the PAGA Pay Period Value by the number of Pay Periods worked during the
16 PAGA Period by each PAGA Member.

17 iii. Each Participating Class Member's Individual Settlement Award
18 and Individual PAGA Payment shall be calculated solely by the Settlement Administrator using
19 Defendant's workweek data. Defendant's workweek data will be presumed to be correct, unless
20 a particular Class Member proves otherwise to the Claims Administrator by credible evidence.
21 All workweek Disputes will be resolved and decided by the Claims Administrator and the
22 Claims Administrator's decision on all workweek Disputes will be final and non-appealable.

23 iv. Individual Settlement Awards and Individual PAGA Payments
24 shall be mailed by the Settlement Administrator by regular first-class U.S. Mail to each
25 Participating Class Member's last known mailing address within 10 calendar days after
26 Defendant provides the Settlement Administrator with the third and final payment under Section
27 IV.E.1.c. above. Prior to mailing the Individual Settlement Awards and the Individual PAGA
28 Payments, the Settlement Administrator shall perform a search based on the National Change of

1 Address Database maintained by the United States Postal Service to update and correct any
2 known or identifiable address changes.

3 v. Should any of the following occur, the Settlement Administrator
4 will proportionately increase the estimated Individual Settlement Award of each Participating
5 Class Member to ensure that the entire Net Settlement Fund is distributed to Participating Class
6 Members: (i) any Class Members submit timely and valid, or otherwise accepted, Opt-Out Forms
7 following the provision of Settlement Notices; (ii) the Court approves the Incentive Award in
8 amounts less than those requested by Plaintiff, as detailed herein; (iii) the Court approves a Class
9 Counsel Award in an amount less than that requested by Plaintiff, as detailed herein; and/or (iv)
10 the Court approves Settlement Administration Costs in an amount less than that requested by
11 Plaintiff, as detailed herein.

12 vi. Individual Settlement Awards and Individual PAGA Payments
13 shall be made by check and shall be made payable to each Participating Class Member as set
14 forth in this Stipulation of Settlement.

15 vii. Individual Settlement Awards shall be allocated as follows: 20% as
16 alleged unpaid wages subject to all applicable tax withholdings; 80% as unpaid interest and
17 penalties. The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class
18 Member for the portion of each Individual Settlement Award allocated as alleged unpaid wages
19 and subject to all applicable tax withholdings. Individual PAGA Payments are deemed 100%
20 alleged unpaid non-wage interest and penalties. The Settlement Administrator shall issue an IRS
21 Form 1099 to each Class Member for the Individual PAGA Payment and for the portion of each
22 Individual Settlement Award allocated as alleged unpaid non-wage penalties and interest and not
23 subject to payroll tax withholdings. The Settlement Administrator shall calculate the amount of
24 the Employer's Share of Payroll Taxes and shall remit and report the applicable portions of the
25 payroll tax payment to the appropriate taxing authorities in a timely manner. Defendant will be
26 responsible for paying its share of the Payroll Taxes and this amount will not be deducted from
27 the Gross Settlement Fund.

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viii. Any Individual Settlement Award check and/or Individual PAGA Payment check issued by the Settlement Administrator to Participating Class Members and Participating PAGA Members will be valid and negotiable for at least 180 calendar days from the date they are issued. After the expiration of the 180-day period, the Settlement Administrator will prepare the Final Report regarding the distribution of the Gross Settlement Fund, including the total amount that was cashed/deposited by Participating Class Members and Participating PAGA Members, and the total amount of any uncashed settlement checks under California Code of Civil Procedure § 384. After the Final Report is filed, the total amount of any uncashed settlement checks will be transmitted by the Settlement Administrator to the Controller of the State of California to be held under the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class members who did not cash their checks until such time that they claim their property.

ix. In the event a Class Member fails to cash/deposit his or her Individual Settlement Award check and/or Individual PAGA Payment check, the Participating Class Member/Participating PAGA Member shall nevertheless remain bound by the Settlement. All monies received by Class Members under the Settlement which are attributable to wages shall constitute income to such Class Members solely in the year in which such monies actually are received by the Class Members. It is expressly understood and agreed that the receipt of Individual Settlement Awards shall not entitle any Class Member to additional or derivative compensation or benefits under any collective bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that the Individual Settlement Awards and Individual PAGA Payments provided for in this Stipulation of Settlement are the sole payments to be made by Defendant to Class Members in connection with this Settlement, with the exception of Plaintiff, and that the Class Members are not entitled to any new, additional, or derivative compensation or benefits as a result of having received the Individual Settlement Awards and/or and Individual PAGA Payments. Furthermore, the receipt of Individual Settlement Awards and

Individual PAGA Payments by Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Class Member(s) and Defendant.

G. Attorneys' Fees

Class Counsel may request, and Defendant will not oppose, an award of Attorneys' Fees up to one-third of the Gross Settlement Fund. Defendant will not be obligated to pay any Attorneys' Fees of Class Counsel, Plaintiff, Class Members, or PAGA Members above this amount. Class Counsel's attorney fee application will be submitted and heard during the Final Approval Hearing. The Court will determine the Attorneys' Fees. If the Court believes the Attorneys' Fees should be reduced, the other terms of the settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Fund. Class Counsel shall have the right to appeal an order from the Court denying the full amount of Attorneys' Fees requested.

H. Class Settlement Litigation Expenses

Defendant will not oppose Class Counsel's request for reasonable litigation expenses not to exceed \$20,000 from the Gross Settlement Fund. Defendant will not be obligated to pay any costs of Class Counsel, Plaintiff, Class Members, or PAGA Members above the amount approved by the Court. Class Counsel's request for costs must be submitted with its fee application and heard during the Final Approval Hearing. The Court will determine the Class Settlement Litigation Expenses. If the Court believes the Class Settlement Litigation Expenses should be reduced, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Fund. Class Counsel shall have the right to appeal an order from the Court denying the full amount of costs requested.

I. Class Representative Incentive Award

Defendant will not object to an Incentive Award of no more than \$15,000 to Plaintiff. The Incentive Award will be deducted from the Gross Settlement Fund. The Incentive Award is in addition to whatever payment the named Plaintiff is otherwise entitled to as a Class Member or PAGA Member. Defendant will not be obligated to pay any Incentive Award in the Action

1 above this amount. The Incentive Award will be considered miscellaneous income. The
2 Settlement Administrator will issue an IRS Form 1099, and any other tax forms, to Plaintiff
3 relating to this award. The Court will determine the Incentive Award. If the Court believes the
4 Incentive Award should be reduced, the other terms of the settlement will remain in effect and
5 any such reduction will not affect the remaining terms, other than adjusting the Net Settlement
6 Fund. Plaintiff shall have the right to appeal an order from the Court denying the full amount of
7 the enhancement requested.

8 Plaintiff acknowledges and agrees that Defendant and its attorneys have made no
9 representations or warranties regarding the tax consequences of payment of the Incentive Award,
10 and Plaintiff has not relied on any such representations or warranties. Plaintiff further agrees to
11 pay and bear sole responsibility for all taxes, liens, levies, encumbrances, interest, and penalties
12 that may be due or payable to any taxing authority as a result of payment of the Incentive Award.
13 Furthermore, Plaintiff agrees to defend and indemnify Defendant in connection with any taxes,
14 fines, interest, or penalties incurred as a result of any failure by Plaintiff to pay taxes due, if any,
15 on the Incentive Award paid.

16 **J. Settlement Administrator Costs**

17 The Parties agree the Settlement Administration Costs will be deducted from the Gross
18 Settlement Fund, subject to approval by the Court, not to exceed \$9,000.

19 **K. PAGA Penalties**

20 The Parties agree to allocate \$10,000 of the Gross Settlement Fund to the resolution of all
21 claims for penalties under PAGA during the PAGA Period. Under Labor Code section 2699(i),
22 75% of that amount, or \$7,500, will be allocated to the LWDA ("LWDA Portion"). This amount
23 will be paid by the Settlement Administrator within 10 calendar days after receiving the Gross
24 Settlement Amount from Defendant. The other 25%, or \$2,500, will be paid to the PAGA Members
25 as set forth above.

26 **L. Defendant's Fees and Costs**

27 Defendant will bear its own fees and costs.

28 ///

1 **V. RELEASE OF CLAIMS BY THE CLASS**

2 Upon the Effective Date and upon Defendant's payment of the Gross Settlement Fund
3 and employer's share of payroll taxes and fees, Plaintiff and Class Members will be deemed to
4 have released the Released Parties of and from all of the Released Claims during the Class
5 Period.

6 **VI. RELEASE OF CLAIMS BY PAGA MEMBERS**

7 Upon the Effective Date and upon Defendant's payment of the Gross Settlement Fund
8 and employer's share of payroll taxes and fees, Plaintiff and the State of California will be
9 deemed to have released the Released Parties of and from all of the PAGA Released Claims
10 during the PAGA Period.

11 **VII. RELEASE OF CLAIMS BY PLAINTIFF**

12 Upon the Effective Date and upon Defendant's payment of the Gross Settlement Fund
13 and employer's share of payroll taxes and fees, Plaintiff will be deemed to have released the
14 Released Parties of and from all of the Released Claims and PAGA Released Claims during the
15 Class and PAGA Periods, as set forth above. Plaintiff's releases also include a waiver of all
16 rights under California Civil Code section 1542, which includes a release of all known and
17 unknown claims against the Released Parties that have been alleged or could have been alleged.
18 Civil Code section 1542 provides:

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

26 Upon the Effective Date and upon Defendant's payment of the Gross Fund Value and
27 employer's share of payroll taxes and fees, Plaintiff will be deemed to have waived their rights
28 under Civil Code section 1542, as set forth above.

VIII. NULLIFICATION OF THE JOINT STIPULATION

If (a) the Court should for any reason fail to approve this Joint Stipulation in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment in the Action, or (c) the judgment is reversed, modified, or declared or rendered void, this Joint Stipulation will be null and void, and neither this Joint Stipulation, nor any of the related negotiations or proceedings, will be of any force or effect, and all Parties will stand in the same position, without prejudice, as if the Joint Stipulation had not been entered into or filed. Invalidation of any material portion of this Joint Stipulation will invalidate this Joint Stipulation in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the Joint Stipulation are to remain in full force and effect or unless as otherwise set forth above.

If the number of Class Members who submit valid Opt-Outs is 5% or more of the total Class Members, Defendant may revoke this Joint Stipulation in its sole discretion. If Defendant revokes, it must do so in writing to Class Counsel within 14 calendar days after the Settlement Administrator notifies the Parties of the total number of valid Opt-Outs received by the Response Deadline. Defendant shall pay any costs incurred by the Settlement Administrator in the event that Defendant rescinds the Joint Stipulation.

IX. DUTIES OF THE PARTIES

A. Mutual Full Cooperation

The Parties agree to cooperate, and to accomplish and implement the terms of this Joint Stipulation. Such cooperation will include, but is not necessarily limited to, execution of such other documents and taking such other actions as may be reasonably necessary to fulfill the terms of this Joint Stipulation. The Parties will use their best efforts, including all efforts contemplated by this Joint Stipulation and any other efforts that may become necessary by court order, or otherwise, to effectuate this Joint Stipulation and the terms set forth herein. As soon as practicable after execution of this Joint Stipulation, Class Counsel, with the cooperation of Defendant and its counsel, will try to secure Preliminary Approval and Final Approval.

B. Duty to Support and Defend the Settlement

The Parties agree the Settlement is fair, adequate, and reasonable and will so represent to

1 the Court. In addition, mediator Steven G. Mehta, Esq., may execute a declaration supporting the
2 Settlement, and the Court may contact the mediator to discuss the settlement and whether the
3 settlement is fair, adequate, and reasonable. The Parties agree to abide by all terms of the Joint
4 Stipulation in good faith and to support the Joint Stipulation fully, and to use their best efforts to
5 defend this settlement from any legal challenge, whether by appeal or collateral attack.

6 **X. MISCELLANEOUS PROVISIONS**

7 **A. No Media Comments or Publicity**

8 If contacted by the media, the Parties and Class Counsel will merely inform them that the
9 case has been resolved and refer them to the public filings. In addition, there shall be no public
10 statements to the media or press releases with regard to the Action or the terms of this Joint
11 Stipulation.

12 **B. No Admission of Liability**

13 This Joint Stipulation is not an admission of liability by Defendant or any of the Released
14 Parties.

15 Neither this Stipulation nor final form of settlement shall constitute an admission on
16 behalf of Defendant of any form of liability or the accuracy of any allegation made by Plaintiff
17 or Plaintiff's counsel. Defendant intends to comply with the California Labor Code, and to
18 continue to implement new policies and practices for continued compliance, including as to all
19 of the allegations made by Plaintiff in this litigation. Specifically, Defendant will ensure that the
20 following policies continue to be enforced with regard to class members:

- 21 a. Defendant will pay wages for all time Defendant's employees spend in work-
22 required training;
- 23 b. Defendant will pay overtime pay at the legal rate of pay for all work performed
24 over 8 hours in a day and over 40 hours in a week;
- 25 c. Defendant will continue to provide meal periods in accordance with the law;
- 26 d. Defendant will not use on duty rest periods;
- 27 e. Defendant will compensate employees who use their personal mobile devices
28 for work-required purposes at a reasonable rate of reimbursement in accordance

1 with law;

2 f. Defendant will provide legal wage statements to all employees in compliance
3 with Labor Code section 226 and the law; and

4 g. Defendant will comply with Labor Code sections 201-203 regarding final pay,
5 including immediate final pay for terminated employees and final pay within 72
6 hours for otherwise-separated employees.

7 **C. Construction**

8 The Parties agree this Joint Stipulation resulted from lengthy, intensive, arm's-length
9 negotiations, and it is not to be construed for or against any party for any reason.

10 **D. Choice of Law**

11 Joint Stipulation is intended to and will be governed by the laws of California, without
12 regard to conflicts of law principles.

13 **E. Jurisdiction**

14 The Court will retain continuing jurisdiction over the Action and the Joint Stipulation
15 pursuant to Code of Civil Procedure section 664.6 for purposes of (1) enforcing the Joint
16 Stipulation; (2) addressing any claim administration matters that may raise; and (3) addressing
17 post-judgment matters as may be appropriate.

18 **F. Captions and Interpretations**

19 Paragraphs, titles, or captions contained herein are inserted as a matter of convenience
20 and for reference only, and in no way define, limit, extend, or describe the scope of this Joint
21 Stipulation or any provision thereof.

22 **G. Modifications**

23 This Joint Stipulation may not be changed, altered, or modified, except in writing signed
24 by counsel for the Parties and approved by the Court. This Joint Stipulation may not be
25 discharged except by performance under its terms or by a writing signed by the Parties.

26 **H. Integration Clause**

27 Except for the binding MOU the Parties executed during the mediation on January 24,
28 2024, that identifies all core terms of the agreement memorialized in long form herein, all other

prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, between the Parties are merged herein. No rights under this Joint Stipulation may be waived except in writing. However, if there is a conflict between the terms of this Joint Stipulation and the Memorandum of Understanding entered into between the Parties, the former shall control.

I. Successors and Assigns

This Joint Stipulation will be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

J. Class Counsel Signatories

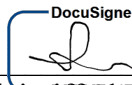
Because the Class Members are so numerous, the Parties agree it is impossible or impractical to have each Class Member sign this Joint Stipulation. This Joint Stipulation may be executed on behalf of the Class Members by Class Counsel and Plaintiff.

K. Plaintiff's Waiver of Right to Opt Out or Object

Plaintiff agrees not to Opt-Out of the Class and agrees not to object to any terms of this Joint Stipulation. Non-compliance by Plaintiff with this paragraph will be void and of no force or effect. Any such request for exclusion or objection by Plaintiff will therefore be void and of no force or effect.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

Dated: 4/3/2024

DocuSigned by:

Plaintiff Shemee Evans

Dated: 03/12/2024

H Coast, LLC

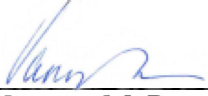
Richard May
Please Print Name of Authorized Signatory

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1 **APPROVED AS TO FORM**

2 **VANESSA M. RUGGLES, ESQ.**

3 Dated: April 3, 2024

4 
5 Vanessa M. Ruggles, Esq.
6 Gregg Lander, Esq.
7 Attorneys for Plaintiffs

8 **JACKSON LEWIS LLP**

9 Dated: April 3, 2024

10 
11 Alis M. Moon, Esq.
12 Jordan Wysocki, Esq.
13 Attorneys for Defendant

14 4873-3011-6771, v. 4