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Attorney for Plaintiff,
YESENIA SERRANO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

YESENIA SERRANO, an individual, on
behalf of herself and all others similarly
situated;

Plaintiffs,

v.

GRAMEEN AMERICA, INC., a
Massachusetts Corporation; SYED
HOSSAIN, an individual; and DOES 1 –
100, inclusive;

Defendants.

Case No. 23STCV10300

CLASS ACTION

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

Complaint Filed: May 8, 2023
Trial Date: None set

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This Settlement is made by and between the Parties following a full day mediation session on May 28, 2024 with Anthony Pantoni, Esq.

I. DEFINITIONS

A. “Action” means the action filed on May 08, 2023 in the Los Angeles Superior Court, titled *Yesenia Serrano v. Grameen America, Inc.*, Case No. 23STCV10300.

2

1 C. "Class" or "Class Members" means all persons currently or formerly
2 employed as non-exempt, hourly-paid employees in California by Defendant at any time
3 during the Class Period (defined below).

4 D. "Class Counsel" means the attorneys for the Class, as follows:

5 Daniel Srourian, Esq. (SBN 285678)
6 **SROURIAN LAW FIRM, P.C.**
7 3435 Wilshire Blvd., Suite 1710
8 Los Angeles, California 90010
9 Telephone: 213.474.3800
Fascimile: 213.471.4160

10 E. "Class Notice" means the Notice of Proposed Class Action Settlement in a
11 form substantially similar to the notice attached hereto as **Exhibit A**, subject to Court
12 approval, which shall be mailed to Class Members, in English and Spanish.

13 F. "Class Period: means May 08, 2019 through May 28, 2024.

14 G. "Court" means the Los Angeles Superior Court, where the Action is pending.

15 H. "Effective Date" means the later of the following: (1) the date the Final
16 Approval Order is signed if no objections are filed to the Settlement; (2) if objections are
17 filed and overruled, and no appeal is taken of the Final Approval Order, sixty (60) days after
18 the Final Approval Order is signed; or (3) if an appeal is taken from the Court's overruling
19 of objections to the Settlement, ten (10) days after the appeal is withdrawn or after an
20 appellate decision affirming the final approval decision becomes final.

21 I. "Defendant" means Grameen America, Inc.

22 J. "Defense Counsel" means counsel for Defendant, who are:

23 Nicole Sheth, Esq. (SBN 253515)
24 nsheth@kbrlaw.com
25 Christina Ricci, Esq.
26 cricci@kbrlaw.com
27 **KAUFMAN BORGEEST & RYAN LLP**
28 21700 Oxnard Street Suite 1450
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2 K. “Disposition” means the method by which the Court approves the terms of
3 the Settlement and retains jurisdiction over its enforcement, implementation, construction,
4 administration, and interpretation.

5 L. “Enhancement Award” means an amount of up to Five Thousand Dollars and
6 Zero Cents (\$5,000.00) to be paid from the Gross Settlement Amount for Plaintiff Yesenia
7 Serrano, subject to Court approval, in exchange for her general release and in recognition of
8 Plaintiff’s effort prosecuting the Action on behalf of all Class Members.

9 M. “Final Approval Order” means the final formal court order signed by the
10 Court and entering a judgment approving this Settlement on substantially the terms provided
11 herein or as the same may be modified by subsequent written agreement of the Parties as
12 approved by the Court following the Final Approval Hearing in accordance with the terms
13 herein.

14 N. “Gross Settlement Amount” means Two Hundred and Fifty Thousand
15 Dollars and Zero Cents (\$250,000.00), which shall be paid by Defendants, jointly and
16 severally, from which all payments for the Individual Settlement Payments to Participating
17 Class Members, Individual PAGA Shares to PAGA Employees, the Court-approved
18 amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class
19 Counsel, Settlement Administration Costs to the Settlement Administrator, Enhancement
20 Award to Plaintiff, and the LWDA Payment to the Labor and Workforce Development
21 Agency (“LWDA”) for resolution of Plaintiff’s cause of action for civil penalties under the
22 Private Attorneys General Act, codified at California Labor Code section 2698, *et seq.*
23 (“PAGA”). In no event will Defendants be required to pay more than the Gross Settlement
24 Amount set forth in this Paragraph for resolution of the Action, except for Defendant’s share
25 of payroll taxes as defined in Section I(N), which shall be paid separately. The Gross
26 Settlement Amount is a non-reversionary amount.

27 O. “Individual Settlement Payment” means the *pro rata* share of the Net
28 Settlement Amount that shall be paid to Participating Class Members less the employee’s

1 portion of required federal and state withholdings. Individual Settlement Payments will be
2 each Participating Class Member's proportional share of the Net Settlement Amount (which
3 shall be determined by the calculations provided in this Settlement).

4 P. "Individual PAGA Payment" means each PAGA Employee's *pro rata* share
5 of 25% of the PAGA Penalties, which shall be calculated in accordance with the Individual
6 PAGA Payment calculations described below.

7 Q. "Judgment" refers to the judgment entered by the Court in conjunction with
8 the Final Approval Order.

9 R. "LWDA Payment" means the 75% share of the total amount allocated toward
10 PAGA Penalties that will be paid to the Labor and Workforce Development Agency
11 ("LWDA") pursuant to Section III(D)(7)(e) of this Settlement. The Parties have agreed that
12 Twenty Thousand Dollars and Zero Cents (\$20,000) shall be allocated toward PAGA
13 Penalties, of which Fifteen Thousand Dollars and Zero Cents (\$15,000) will be paid to the
14 LWDA (i.e., the LWDA Payment) and Five Thousand Dollars and Zero Cents (\$5,000) will
15 be distributed to PAGA Employees on a *pro rata* basis.

16 S. "Net Settlement Amount" means the portion of the Gross Settlement Amount
17 that is available for distribution to Participating Class Members after deductions for Court-
18 approved settlement administration costs, attorney's fees and costs, Enhancement Award,
19 and PAGA Penalties, pursuant to Section III(D)(7) below.

20 T. "Non-Participating Class Member(s)" means those Class Members who
21 submit to the Settlement Administrator a valid and timely Request for Exclusion pursuant to
22 Section III(D)(2) below.

23 U. "Objection" means a signed written objection mailed to the Settlement
24 Administrator by a Class Member by the Response Deadline or by verbal objection to the
25 Court at the Final Approval Hearing, as set forth in Section III(D)(3).

26 V. "PAGA Penalties" means the Twenty Thousand Dollars and Zero Cents
27 (\$20,000.00) portion of the Gross Settlement Amount allocated to settlement of all PAGA
28 claims in the Action, subject to Court approval.

- 1 W. “PAGA Period” means May 08, 2022 through May 28, 2024.
- 2 X. “Participating Class Member(s)” means all Settlement Class Members who
3 do not submit a valid and timely Request for Exclusion pursuant to Section III(D)(2) below.
- 4 Y. “Plaintiff” means Yesenia Serrano.
- 5 Z. “Preliminary Approval Date” means the date on which the Court enters an
6 Order granting preliminary approval of the Settlement.
- 7 AA. “Qualifying Pay Periods” means any pay period during which a PAGA
8 Employee was employed by Defendant in a non-exempt, hourly-paid position and performed
9 work during the PAGA Period.
- 10 BB. “Qualifying Workweeks” means any week during which a Class Member
11 worked at least one shift for Defendant in a non-exempt, hourly-paid position during the
12 Class Period.
- 13 CC. “Response Deadline” means the date by which Class Members must submit
14 to the Settlement Administrator a Request for Exclusion, Objection, and/or workweek/pay
15 period dispute, which shall be the date that is forty-five (45) calendar days from the initial
16 mailing of the Class Notice by the Settlement Administrator (or fifteen (15) calendar days
17 after the Settlement Administrator re-mails the Class Notice to the Class Member, whichever
18 is later). If the date of the Notice Deadline falls on a Sunday or federal holiday, the Response
19 Deadline will be extended to the next calendar day on which the U.S. Postal Service is open.
- 20 DD. “Request for Exclusion” means any Class Member(s) who submits to the
21 Settlement Administrator a valid and timely written request to be excluded from the Class
22 pursuant to III(D)(2) below.
- 23 EE. “Settlement” means this Joint Stipulation of Class Action Settlement,
24 including the Class Notice attached as **Exhibit A**.
- 25 FF. “Settlement Administration Costs” means an amount of up to \$7,000.00,
26 subject to Court approval, for all costs incurred by the Settlement Administrator in
27 administration of the Settlement, including, but not limited to, mailing of notice to the class,
28 calculation of Individual Settlement Payments, generation of Individual Settlement Payment

1 checks and related tax reporting forms, administration of unclaimed and/or uncashed checks
2 to State Controller's Office, and distribution of checks to Class Counsel for attorneys' fees
3 and costs, to Plaintiff for her Enhancement Award, and to the LWDA. The Settlement
4 Administration Costs shall be paid from the Gross Settlement Amount. If the actual amount
5 of the Settlement Administrative Costs is less than \$7,000.00, the difference between
6 \$7,000.00 and the actual Settlement Administrative Costs shall be part of the Net Settlement
7 Amount.

8 GG. "Settlement Administrator" means ILYM Group, which the Parties have
9 agreed will be responsible for the administration of the Individual Settlement Payments to
10 be made by Defendant from the Gross Settlement Amount and related matters under this
11 Settlement. The Parties each represent that they do not have any financial interest in the
12 Settlement Administrator or otherwise have a relationship with the Settlement Administrator
13 that could create a conflict of interest.

14 **II. CONTINGENT NATURE OF THE AGREEMENT**

15 Because the Parties have stipulated to the certification of the Class with respect to all
16 causes of action alleged in the Action for settlement purposes only, this Settlement requires
17 preliminary and final approval by the Court. Accordingly, the Parties enter into this
18 Settlement on a conditional basis. This Settlement is contingent upon the approval and
19 certification by the Court. If the Effective Date does not occur, the fact that the Parties were
20 willing to stipulate for the purposes of this Settlement shall have no bearing on, nor be
21 admissible in connection with, the issue of certification of the Class with respect to all causes
22 of action alleged in the Action, and this Settlement shall not be referred to or used for any
23 purpose whatsoever. Defendant does not consent to certification of the Class for any purpose
24 other than to effectuate settlement of the Action. This stipulation does not constitute, in this
25 or any other proceeding, an admission of any kind by Defendants or any of the Released
26 Parties that certification of a class for trial or any other purpose is appropriate or proper or
27 that Plaintiff could establish any of the requisite elements for class treatment of any of the
28 claims in this Action. If the Effective Date does not occur, or if disposition of this Action is

1 not effectuated, any certification of the Class as to Defendant will be vacated and Plaintiff,
2 Defendant, and the Class will be returned to their respective positions in the Action as if the
3 Settlement had not been executed. In the event that the Effective Date does not occur: (a)
4 any Court orders preliminarily or finally approving certification of any class contemplated
5 by this Settlement shall be null, void, and vacated, and shall not be used or cited thereafter
6 by any person or entity; and (b) the fact of the settlement reflected in this Settlement, the
7 fact that Defendant did not oppose the certification of a Class under this Settlement, or that
8 the Court preliminarily approved the certification of the Class, shall not be used or cited
9 thereafter by any person or entity, including in any manner whatsoever, including without
10 limitation any contested proceeding relating to the certification of any class. If the Effective
11 Date does not occur, this Settlement shall be deemed null and void, shall be of no force or
12 effect whatsoever, and shall not be referred to or used for any purpose whatsoever.
13 Defendant expressly reserves the right to challenge the propriety of class certification in the
14 Action for any purpose if the Effective Date does not occur. Defendant also expressly
15 reserves the right to challenge the propriety of class certification in any other action on all
16 available grounds as if no class had been certified for settlement purposes in this Action, and
17 no reference to the prior certification of a class, or any documents related thereto, shall be
18 made for any purpose.

19 The Parties and their respective counsel shall take all steps that may be requested by
20 the Court relating to the approval and implementation of this Settlement and shall otherwise
21 use their respective best efforts to obtain Court approval and implement this Settlement. If
22 the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final
23 Approval, the Parties agree to meet and confer in good faith to address the Court's concerns.
24 If the Parties are unable to agree upon a resolution, the Parties agree to seek guidance from
25 the Court to resolve the dispute.

26
27 **III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF**
28 **SETTLEMENT**

1 The procedure for obtaining Court approval of and implementing this Settlement
2 shall be as follows:

3 **A. Motion for Conditional Class Certification and Preliminary Approval**

4 Promptly after execution of this Settlement Agreement, Plaintiff shall move the
5 Court for preliminary approval of the Settlement and obtain entry of an order accomplishing
6 the following:

- 7 a. Provisionally certifying the Action under California law as a class
8 action for purposes of this Settlement only;
- 9 b. Preliminarily approving the Settlement subject only to objections of
10 Participating Class Members to the Class Settlement, and final
11 approval by the Court;
- 12 c. Approving as to form and content the proposed Class Notice attached
13 hereto as **Exhibit A**;
- 14 d. Directing the mailing of the Class Notice by first-class mail to the
15 Class Members;
- 16 e. Preliminarily appointing Plaintiff as Class Representative and
17 Plaintiff's Counsel as Class Counsel (only for purposes of
18 effectuating and implementing this Settlement Agreement);
- 19 f. Preliminarily approving the application for attorney fees and costs
20 to Class Counsel;
- 21 g. Preliminarily approving the Enhancement Award to the Class
22 Representative;
- 23 h. Preliminarily approving the Settlement Administration Costs to the
24 Settlement Administrator.
- 25 i. Preliminarily approving the PAGA Payment; and
- 26 j. Scheduling a hearing for Final Approval on the question whether the
27 proposed Settlement should be finally approved as fair, reasonable,
28 and adequate to Class Members.

1 The date that the Court grants preliminary approval of this Agreement will be the
2 “Preliminary Approval Date.” Pursuant to California Labor Code § 2699(l)(1), Plaintiff shall
3 submit to the LWDA a copy of this Agreement and all supporting approval documents
4 required by the LWDA at the same time that Plaintiff submits them to the Court for approval.

5 **B. The Settlement Administrator**

6 The Parties have chosen ILYM Group to administer this Settlement and to act as the
7 Settlement Administrator, including but not limited to distributing and responding to
8 inquiries about the Class Notice, determining the validity of exclusions/opt-outs, calculating
9 the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual
10 Settlement Payment checks and distributing them to Participating Class Members,
11 calculating and issuing Individual PAGA Payments, administering and making payment of
12 unclaimed and/or uncashed checks to State Controller’s Office, issuing the payment to Class
13 Counsel for attorneys’ fees and costs, the Enhancement Award check to Plaintiff, the LWDA
14 Payment, and the employer payroll taxes to the appropriate taxing authorities. The
15 Settlement Administrator shall expressly agree to all of the terms and conditions of this
16 Settlement.
17

18 All costs of administering the Settlement, including but not limited to all costs and
19 fees associated with preparing, issuing and mailing any and all notices to Class Members
20 and/or Participating Class Members, all costs and fees associated with computing,
21 processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees
22 administering and making payment of unclaimed and/or uncashed checks to State
23 Controller’s Office, all costs and fees associated with preparing any tax returns and any other
24 filings required by any governmental taxing authority or agency, all costs and fees associated
25 with preparing any other checks, notices, reports, or filings to be prepared in the course of
26 administering disbursements from the Net Settlement Amount, and any other costs and fees
27 incurred and/or charged by the Settlement Administrator in connection with the execution
28 of its duties under this Settlement (“Settlement Administration Costs”), shall be paid to the

1 Settlement Administrator from the Gross Settlement Amount.

2 **C. Notice to Class Members**

3 No later than ten (14) business days after the Preliminary Approval Date, Defendant
4 will provide the Settlement Administrator with a “Class List” based on its business records,
5 identifying the names of the Class Members, their last known home addresses currently in
6 Defendant’s possession, custody, or control, Social Security numbers or, as applicable, other
7 taxpayer identification number in Defendant’s possession, custody, or control, and their
8 Qualifying Workweeks worked during the Class Period and Qualifying Pay Periods worked
9 during the PAGA Period, respectively. This information shall be treated as confidential and
10 shall not be disclosed to Plaintiff, Class Counsel or any other person without prior approval
11 from Defendant’s Counsel.

12 Following Defendant’s delivery of the Class List to the Settlement Administrator
13 after Preliminary Approval, the Settlement Administrator shall calculate: (a) the Net
14 Settlement Amount, (b) the Individual Settlement Payment for each Participating Class
15 Member based on the formula specified above, (c) the amount of the Individual Settlement
16 Payments to be allocated to wages, statutory damages/interest, penalties, and
17 reimbursements, (d) the employer share of the payroll taxes applicable to the Net Settlement
18 Amount allocated to wages, and (e) the employee tax withholding amount based on the
19 allocation of each Individual Settlement Payment to wages.
20

21 Within fourteen (14) business days of receiving the Class List from Defendant, the
22 Settlement Administrator will send Class Members, by first-class mail, at their last known
23 address, the Court approved Class Notice, including notice of this settlement and of the
24 opportunity to opt out of the Settlement Class or object to the Settlement, in English and
25 Spanish. The Class Notice will include a calculation of the Class Member’s estimated share
26 of the Net Settlement Amount as well as any estimated Individual PAGA Payment, to the
27 extent applicable. Class Members will have forty-five (45) days from the date of mailing in
28 which to postmark Requests for Exclusion or Objections. Prior to the initial mailing, the

1 Settlement Administrator will check all Class Member addresses against the National
2 Change of Address database and shall update any addresses before mailing. The Settlement
3 Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days
4 of receiving notice that a Class Notice was undeliverable. If a Class Member's Class Notice
5 is re-mailed, the Class Member shall have fifteen (15) days from the re-mailing, or forty-
6 five (45) days from the date of the initial mailing, whichever is later, in which to postmark
7 a Request for Exclusion or Objection. Class Members shall not be required to submit claim
8 forms in order to receive their Individual Settlement Payments.

9 If a Class Notice is returned with a forwarding address, the Settlement Administrator
10 shall re-mail the Class Notice to the forwarding address. With respect to those Class
11 Members whose Class Notice is returned to the Settlement Administrator as undeliverable,
12 the Settlement Administrator shall promptly attempt to obtain a valid mailing address by
13 performing a skip trace or mass search on LexisNexis databases based on set criteria and, if
14 another address is identified, shall mail the Class Notice to the newly identified address. It
15 is the intent of the Parties that reasonable means be used to locate Class Members and that
16 the Settlement Administrator be given discretion to take steps in order to facilitate notice of
17 this Settlement and delivery of the Individual Settlement Payments to the Settlement Class.
18 If no address can be determined by the Settlement Administrator after these efforts, no
19 further efforts to determine an address shall be required.

21 If the Class Notice is re-mailed, the Settlement Administrator will note for its own
22 records and notify Class Counsel and Defense Counsel of the date of each such re-mailing
23 as part of a weekly status report provided to the Parties.

24 In the event a Class Member's Class Notice remains undeliverable sixty (60) days
25 after the Class Notice was initially mailed, the Settlement Administrator will not mail the
26 Class Member's Individual Settlement Payment. The Settlement Administrator will hold
27 the Class Member's Individual Settlement Payment during the check cashing period on
28 behalf of the Class Member. If at the conclusion of the check cashing period the Class

1 Member's Class Notice and Individual Settlement Payment and/or Individual PAGA
2 Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
3 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with
4 the procedures set forth in Section III(D)(7)(f) below.

5 No later than twenty (20) business days prior to the Final Approval Hearing, the
6 Settlement Administrator shall provide Defense Counsel and Class Counsel with a
7 declaration attesting to completion of the notice process, including any attempts to obtain
8 valid mailing addresses for and re-sending of any returned Class Notices, as well as the
9 number of valid Requests for Exclusion and Objections that the Settlement Administrator
10 received.

11 Compliance with the procedures described in this section shall constitute due and
12 sufficient notice to Class Members of this proposed Settlement and the Final Approval
13 Hearing and shall satisfy the requirements of due process. Nothing else shall be required of
14 the Parties, Class Counsel, Defense Counsel, or the Settlement Administrator to provide
15 notice of the proposed Settlement and the Final Approval Hearing. However, if any Class
16 Member objects to the Settlement and the Final Approval Hearing is continued as a result,
17 the Settlement Administrator shall provide notice to the objecting party of the continuance.
18

19 **D. Responses to Notice**

20 **1. Qualifying Workweek/Pay Period Disputes**

21 If any Class Member disagrees with Defendant's records as to his or her Qualifying
22 Workweeks during the Class Period or Qualifying Pay Periods during the PAGA Period, as
23 reflected in the Class Notice, the Class Member shall set forth in writing the Qualifying
24 Workweeks or Qualifying Pay Periods he or she claims to have worked during the Class
25 Period and/or PAGA Period, sign the writing, and mail such writing to the Settlement
26 Administrator, along with any supporting documentation, postmarked no later than the
27 Response Deadline. All written disputes must contain the Class Member's address,
28 telephone number, and a reference to the Lawsuit. The Notice will also provide a method for

1 the Class Member to challenge the employment data on which his or her Individual
2 Settlement Payment is based. The Settlement Administrator shall contact the Parties
3 regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are
4 unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the
5 Qualifying Workweeks or Qualifying Pay Periods for each Class Member during the Class
6 Period and/or PAGA Period, respectively, based on the information provided to it. Any
7 dispute not otherwise resolved by the Settlement Administrator and the Parties shall be
8 resolved by the Court.

9 **2. Requests for Exclusion from the Class**

10 The Plaintiff may not request exclusion from the Class. In order for any Class
11 Member to validly exclude himself or herself from the Class and this Settlement (i.e., to
12 validly opt out), a written Request for Exclusion must be signed by the Class Member or his
13 or her authorized representative, and must be sent to the Settlement Administrator,
14 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
15 Administrator re-mails the Notice to the Class Member, whichever is later). All written
16 Requests for Exclusion must contain the Class Member's address, telephone number, and a
17 reference to the Lawsuit, and clearly state that the Class Member does not wish to be
18 included in the Class Settlement. The Notice Packet shall contain instructions on how to
19 validly exclude himself or herself from the Class and this Settlement (i.e., opt out), including
20 the language to be used in a request for exclusion. The date of the initial mailing of the
21 Notice Packet, and the date the signed request for exclusion was postmarked, shall be
22 conclusively determined according to the records of the Settlement Administrator. The
23 Settlement Administrator shall immediately provide copies of all Requests for Exclusion to
24 Class Counsel and Defense Counsel and shall report the number of Requests for Exclusion
25 that it receives, to the Court, in its declaration to be provided in advance of the Final
26 Approval Hearing. Any Class Member who timely and validly requests exclusion from the
27 Class and this Settlement will receive his/her share of PAGA Settlement Amount and will
28 still be bound by any release pertaining to claims for civil penalties under PAGA. Any Class

1 Member who timely and validly requests exclusion from the Class and this Settlement will
2 not be entitled to the remaining portion of the Individual Settlement Payment which would
3 have been paid to him/her, will not be bound by the terms and conditions of this Agreement,
4 and will not have any right to object, appeal, or comment thereon. Class Members may not
5 request exclusion from the settlement of the release of a PAGA claim in the Action. Thus, if
6 the Court approves the Settlement, even if a Class Member requests exclusion from the
7 Settlement, the Class Member will still receive an individual settlement share for the PAGA
8 claims pursuant to the terms in Section III(D)(7)(e) below, and will be deemed to have
9 released the PAGA claims. A Class Member cannot submit both a Request for Exclusion
10 and an Objection. If a Class Member submits both an Objection and Request for Exclusion,
11 the Request for Exclusion will control and the Objection will be void.

12 Any Class Member who fails to timely submit a Request for Exclusion shall
13 automatically be deemed a Participating Class Member whose rights and claims with respect
14 to the issues raised in the Action are determined by the Court's Final Approval Order, and
15 by the other rulings in the Action.

16 **3. Objections to Settlement**

17 The Plaintiff may not object to the Settlement. For any Class Member to object to
18 this Agreement, or any term of it, the person making the objection must not also submit a
19 request for exclusion (i.e., must not opt out), and should send to the Settlement
20 Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after
21 the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
22 a written statement of the grounds of objection, signed by the objecting Class Member or his
23 or her attorney, along with all supporting papers. All written objections must contain the
24 Class Member's address, telephone number, and a reference to the Lawsuit. The date of the
25 initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall
26 be conclusively determined according to the records of the Settlement Administrator. The
27 Settlement Administrator shall send any objections it receives to Defense Counsel and Class
28 Counsel within three (3) business days of receipt. Class Members may also appear at the

1 final approval hearing to object. The Court retains final authority with respect to the
2 consideration and admissibility of any Class Member objections. If a Class Member objects
3 to the Settlement, the Settlement Class Member will remain a member of the Settlement
4 Class and if the Court approves this Agreement, the Class Member will be bound by the
5 terms of the Settlement in the same way and to the same extent as a Class Member who does
6 not object.

7 **4. Encouragement of Class Members**

8 The Parties to this Settlement and the counsel representing such Parties shall not,
9 directly or indirectly, through any person, encourage or solicit any Class Member to exclude
10 himself or herself from this Settlement (opt out), or to object to it. However, Class Counsel
11 may respond to inquiries from Class Members.

12 **5. Plaintiff's Right to Adjust Gross Settlement Amount**

13 When the Parties agreed to settle this matter, Defendant estimated the total number
14 of workweeks during the Class Period as 7,317. If the number of workweeks increases by
15 more than 15% (which is more than 8,414.55 workweeks) as of the end of the Class Period,
16 Defendant will pay \$34.17 for each additional workweek over 8,414.55.

17 **6. Final Approval Hearing**

18 On the date set forth in the Order for Preliminary Approval and Class Notice, a Final
19 Approval Hearing shall be held before the Court in order to (1) review this Settlement and
20 determine whether the Court should give it final approval, and (2) consider any objections
21 made and all responses by the parties to such objections. At the Final Approval Hearing, the
22 Parties shall ask the Court to give final approval to this Settlement and shall submit to the
23 Court a Proposed Final Approval Order.

24 a. Waiver of Right to Appeal

25 Provided that the Final Approval Order is consistent with the terms and conditions
26 of this Settlement, all Class Members who do not submit timely written objections to the
27 Settlement or orally object at the Final Approval Hearing shall have waived any and all rights
28 to appeal from the Final Approval Order and Judgment, including all rights to any post-Final

1 Approval Order proceeding and appellate proceeding, such as a motion to vacate or set-aside
2 the Final Approval Order and Judgment, a motion for new trial, and any extraordinary writ,
3 and the Final Approval Order and Judgment therefore shall become final and non-appealable
4 at the time it is entered. This waiver does not include any waiver of the right to oppose any
5 appeal, appellate proceedings, or post-Final Order proceedings. A modification by the Court
6 of the requested amount of the Enhancement or Class Counsel's fees or costs shall not
7 constitute a basis for appeal of the Final Approval Order within the meaning of this
8 paragraph.

9 b. Vacation, Reversal, or Material Modification of Final Order and
10 Judgment on Appeal or Review

11 If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion,
12 petition, or application, the reviewing court vacates, reverses, or modifies the Final Approval
13 Order such that there is a material modification to the Settlement and the Court's decision is
14 not completely reversed, and the Final Approval Order is not fully affirmed on review by a
15 higher court, then Plaintiff and Defendant shall each have the right, but not the obligation,
16 to void the Settlement, which either Party must do by giving written notice to the other Party,
17 the final reviewing court, and the Court no later than thirty (30) court days after the final
18 reviewing court's decision vacating, reversing, or materially modifying the Final Order
19 becomes final and non-appealable. A vacation, reversal, or modification of the Court's
20 award of the Enhancement or Class Counsel's fees or costs shall not constitute a vacation,
21 reversal, or material modification of the Final Order and Judgment within the meaning of
22 this paragraph.

23 **7. Settlement Payment Procedures**

24 a. Gross Settlement Amount

25 In exchange for the releases set forth in this Agreement, Defendant agrees to pay the
26 Gross Settlement Amount in the amount of Two Hundred and Fifty Thousand Dollars
27 (\$250,000.00), subject to a pro rata increase under the condition set forth in Section
28

1 III(D)(5). The Gross Settlement Amount includes all claims of the Settlement Class and all
2 Settlement Administration costs, Class Counsel's attorney's fees and costs, LWDA
3 Payment, and the Enhancement Award.

4 No later than fourteen (14) calendar days after the Court's final approval of the
5 Settlement (i.e., the date the final approval order is signed and served on Defense Counsel),
6 Defendant will transfer the Gross Settlement Amount into an account established by the
7 Settlement Administrator either directly or by sending the funds to the Settlement
8 Administer to be deposited and distributed. All of Defendant's obligations under this
9 Settlement are deemed to be satisfied upon Defendant's timely deposit of the entire Gross
10 Settlement Amount and acknowledgement of receipt of said funds and Defendant shall have
11 no further obligations to the Class including, without limitation, any further obligations to
12 make any other payments of any kind to, or on behalf of, the Class (except for the employer's
13 share of payroll taxes).

14 The Settlement Administrator will use these funds to issue the Individual Settlement
15 Payments to Participating Class Members, Individua PAGA Payments to PAGA Employees,
16 Class Counsel's attorneys' fees and costs, the LWDA Payment, the Enhancement Award,
17 Settlement Administration Costs and employer and employee tax withholdings applicable to
18 the Net Settlement Amount allocated to wages. No more than Fourteen (14) calendar days
19 after Defendant fully funds the Settlement, the Settlement Administrator will distribute
20 Participating Class Members' Individual Settlement Payments, Individual PAGA Payments,
21 Court-approved attorney's fees and costs, Settlement Administration Costs, the
22 Enhancement Award, and the LWDA Payment.

23 b. Payment of Attorneys' Fees and Costs

24 Class Counsel shall submit an application for an award of attorneys' fees of up to
25 one-third of the Gross Settlement Amount (which may increase pursuant to Section
26 III(D)(5), i.e., pro rata increase provision), which, based on the current Gross Settlement
27 Amount, is Eighty-Three Thousand Three Hundred and Thirty Three Dollars and Zero Cents
28 (\$83,333.33). Class Counsel shall submit an application for an award of costs not to exceed

1 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Such application for
2 attorneys' fees and costs shall be heard by the Court at the Final Approval Hearing.
3 Defendant shall not object to or oppose any such application in these amounts.

4 Any fees and costs awarded by the Court shall be paid from the Gross Settlement
5 Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and
6 costs for Class Counsel approved by the Court shall encompass all work performed, costs,
7 and expenses related to the investigation, prosecution, and settlement of the Action incurred
8 through the Effective Date. To the extent that the Court approves less than the amount of
9 attorney's fees and/or costs requested by Class Counsel, the difference between the requested
10 and awarded amounts will be retained in the Net Settlement Amount for distribution to
11 Participating Class Members.

12 Any award of attorneys' fees and costs shall include and satisfy all past and future
13 attorneys' fees and costs incurred to prosecute, settle, and participate in administering the
14 Settlement, including obtaining the Final Approval Order. Defendant shall have no
15 obligation to Class Counsel for any attorneys' fees and costs incurred in prosecuting this
16 Action other than as stated herein.

17 c. Payment of Settlement Administration Costs

18 The Settlement Administration Costs shall be paid out of the Gross Settlement
19 Amount and shall not constitute payment to any Participating Class Member(s). The amount
20 shall not exceed \$7,000.00.

21 d. Payment of Enhancement Award to Named Plaintiff

22 Subject to Court approval, Plaintiff will request an Enhancement Award of up to Five
23 Thousand Dollars and Zero Cents (\$5,000.00), the request for which Defendant will not
24 object to or oppose. The Enhancement Award shall be paid out of the Gross Settlement
25 Amount and shall not constitute payment to any Participating Class Member(s). To the
26 extent that the Court approves less than the amount of Enhancement Award that Class
27 Counsel requests, the difference between the requested and awarded amounts will be
28 retained in the Net Settlement Amount for distribution to Participating Class Members.

1 Because it is the intent of the Parties that the Enhancement Award represents
2 payment to Plaintiff for her service to Class Members, and not wages, the Settlement
3 Administrator will not withhold any taxes from the Enhancement Award. The Enhancement
4 Award will be reported on a Form 1099, which the Settlement Administrator will provide to
5 Plaintiff and to the pertinent taxing authorities as required by law.

6 Although it is the contemplation of the Parties that the Enhancement Award does not
7 represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some
8 other taxing authority may take the position that some or all of the Enhancement Award
9 constitutes wages for income tax and withholding purposes. Plaintiff agrees to assume the
10 responsibility of remitting to the Internal Revenue Service, the California Franchise Tax
11 Board, and any other relevant taxing authority the amounts required by law, if any, to be
12 withheld by Defendant from the Enhancement Award paid under this Settlement. In
13 addition, Plaintiff shall hold Defendant, Released Parties and Class Counsel harmless and
14 indemnify Defendant, Released Parties and Class Counsel for all taxes, interest, penalties,
15 other payments and costs, incurred by Defendant by reason of any valid claims by taxing
16 authorities relating to the non-withholding of taxes from the Enhancement Award.

17 e. Payment to the Labor and Workforce Development Agency and the
18 Class for Settlement of PAGA Claims

19 In consideration of claims made under the California Private Attorneys General Act
20 (“PAGA”), Cal. Labor Code §§ 2698 et seq. and the release obtained therefor by virtue of
21 this Settlement, Class Counsel will request that the Court approve allocation of Ten
22 Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Amount to these
23 claims (“PAGA Penalties”). Seventy-five percent (75%) of the PAGA Penalties will be paid
24 to the California Labor and Workforce Development Agency (“LWDA Payment”) and
25 twenty-five percent (25%) will be paid, on a pro rata basis, to all PAGA Employees based
26 on the individual Qualifying Pay Periods worked during the PAGA Period by each PAGA
27 Employee, regardless of whether or not they opt out of this Settlement (“Individual PAGA
28 Payment”). Defendant will not oppose this request for PAGA Penalties. The amount of the

1 PAGA Penalties will be paid out of the Gross Settlement Amount. The Court's adjustment,
2 if any, of the amount allocated to Plaintiff's PAGA claim will not invalidate this Settlement
3 and the difference between the requested and awarded amounts will be retained in the Net
4 Settlement Amount for distribution to Participating Class Members.

5 f. Calculating Individual Settlement Payments and Individual PAGA
6 Payments

7 The Parties agree that the Net Settlement Amount shall be used to fund Individual
8 Settlement Payments. After final approval by the Court, the Net Settlement Amount will be
9 distributed to Participating Class Members as follows:

10 *Individual Settlement Payments.* The Settlement Administrator will calculate the
11 total number of Qualifying Workweeks for all Participating Class Members worked during
12 the Class Period. The Individual Settlement Payment that each Participating Class Member
13 will be eligible to receive will be calculated by dividing each Participating Class Member's
14 individual number of Qualifying Workweeks by the total number of Qualifying Workweeks
15 of all Participating Class Members worked during the Class Period, and multiplying the
16 resulting fraction by the Net Settlement Amount. The Settlement Administrator will
17 determine the total number of qualifying Workweeks worked during the Class Period for
18 each Participating Class Member.

19 *Individual PAGA Payments.* Individual PAGA Payments will be paid from the 25%
20 portion of the PAGA Penalties. The Settlement Administrator will calculate the total number
21 of Qualifying Pay Periods for all PAGA Employees worked during the PAGA Period. The
22 Individual PAGA Payment that each PAGA Employee will be eligible to receive will be
23 calculated by dividing each PAGA Employee's individual number of Qualifying Pay Periods
24 worked during the PAGA Period by the total number of Qualifying Pay Periods of all PAGA
25 Employees worked during the PAGA Period, and multiplying the resulting fraction by the
26 25% portion of the PAGA Penalties (\$5,000.00) payable to PAGA Employees. The
27 Settlement Administrator will determine the total number of Qualifying Pay Periods worked
28 during the PAGA Period for each PAGA Employee.

1 g. Distribution of Individual PAGA Payments and Individual Settlement
2 Payments

3 No later than fourteen (14) business days after receiving the entire Gross Settlement
4 Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for
5 the Individual Settlement Payments to Participating Class Members. Participating Class
6 Members who are entitled to receive both an Individual Settlement Payment and Individual
7 PAGA Payment will be paid by way of a single check. Defendant shall not bear any liability
8 for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks.
9 Individual Settlement Payments paid from the Net Settlement Amount allocated to wages
10 will be reduced by applicable employer and employee tax withholdings, and the Settlement
11 Administrator will issue a Form W-2 for the wage portion of the Individual Settlement
12 Payments. The Settlement Administrator will issue a Form 1099 to the extent required by
13 law for the non-wage statutory damages and interest portions of the Individual Settlement
14 Payments. Participating Class Members shall have 180 days from the date their Individual
15 Settlement Payment checks are issued to cash their settlement checks. Any amounts from
16 checks that remain unclaimed and/or uncashed after 180 days of issuance will be disbursed
17 to the State Controller's Office.

18 If a check is returned to the Settlement Administrator as undeliverable, the
19 Settlement Administrator shall promptly attempt to obtain a valid mailing address by
20 performing a skip trace or a mass search on LexisNexis databases based on set criteria and,
21 if another address is identified, shall mail the check to the newly identified address. If the
22 Settlement Administrator is unable to obtain a valid mailing address through this process,
23 the Settlement Administrator will also transfer the amount represented by the check to State
24 Controller's Office.

25 h. Allocation and Tax Treatment of Individual PAGA Payments and
26 Individual Settlement Payments

27 Each Individual Settlement Payment will represent wages and penalties allocated
28 using the following formula: 20% allocated to wages and 80% allocated to non-wage

1 statutory damages, reimbursements, penalties, and interest. Each Individual PAGA Payment
2 will be allocated as follows: 100% as civil penalties (to be reported on IRS Form 1099, if
3 required). The amounts paid as wages shall be subject to all tax withholdings customarily
4 made from an employee's wages and all other authorized and required withholdings and
5 shall be reported by W-2 forms. The employer-side taxes (including employer's portion of
6 FICA, FUTA, SUTA, and all other applicable payroll taxes) will be paid by Defendant
7 separate from and in addition to the Gross Settlement Amount. The amounts paid as non-
8 wage statutory damages, interest, and/or civil penalties shall be subject to all authorized and
9 required withholdings other than the tax withholdings customarily made from employees'
10 wages and shall be reported by IRS 1099 forms. Defendant shall not make as part of this
11 Settlement, nor be required to make, any deductions, nor pay any monthly contributions for
12 any insurance, retirement, 401(k) or profit-sharing plans, or any benefit plans related to
13 monies paid as a result of this Settlement.

14 i. No Credit Toward Benefit Plans

15 The Individual Settlement Payments made to Participating Class Members under this
16 Agreement, as well as any other payments made pursuant to this Agreement, shall have no
17 effect on, nor will they be utilized to calculate, any additional benefits under any benefit
18 plans to which any Class Members may be eligible, including, but not limited to: profit-
19 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
20 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this
21 Settlement will not affect any rights, contributions, or amounts to which any Class Members
22 may be entitled under any benefit plans.

23 j. No Effect on Regular Rate or Overtime Compensation

24 Participating Class Members will receive payment under the Settlement as
25 determined by the Settlement Administrator in accordance with this Agreement. The Parties
26 agree that this payment is not viewed as additional compensation for purposes of calculating
27 a "regular rate" of pay under California or federal law for the period during which it is
28 received, and no additional overtime compensation is required as a result of such payment.

1 k. Tax Liability

2 The Parties and counsel for the Parties make no representation as to the tax treatment
3 or legal effect of the payments called for hereunder. Plaintiff and Participating Class
4 Members are not relying on any statement, representation, or calculation by the Parties,
5 counsel for the Parties, or the Settlement Administrator in this regard. Plaintiff, Participating
6 Class Members, and Plaintiff's Counsel understand and agree that they will be solely
7 responsible for the payment of their own portion of any taxes and penalties assessed on the
8 payments that they receive under the Settlement, and for correctly characterizing any
9 compensation received under the Settlement on his/her personal income tax returns and
10 paying any and all taxes due for any and all amounts paid to them under the Settlement.

11 l. No Additional Contribution by Defendant

12 Other than as set forth above, Defendant shall not be called upon or required to
13 contribute additional monies above the Settlement under any circumstances whatsoever
14 except as specifically set forth herein. In the event that this Settlement is canceled,
15 rescinded, terminated, voided, or nullified, however that may occur, or the Settlement of the
16 Action is barred by operation of law, or invalidated, or ordered not to be carried out by a
17 court of competent jurisdiction, Defendant shall cease to have any obligation to pay any
18 portion of the Settlement to anyone under the terms of this Settlement, except for its share
19 of the costs already incurred by the Settlement Administrator, and this action shall resume
20 as though no Settlement had occurred with the Action proceeding in the Los Angeles County
21 Superior Court.

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

23 **A. No Admission**

24 Defendant denies that it has engaged in any unlawful activity, that it has failed to
25 comply with the law in any respect, that it has any liability to anyone under the claims
26 asserted in the Action, and that, but for this Settlement, a class should not and could not be
27 certified in this Action. This Settlement is entered into solely for the purpose of
28 compromising highly disputed claims. Nothing in this Settlement is intended or will be

1 construed as an admission of liability or wrongdoing by Defendant.

2 **B. Non-Evidentiary Use**

3 Whether or not the Effective Date occurs, neither this Settlement nor any of its terms
4 will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be
5 evidence for any purpose adverse to Defendant or any other of the Released Parties,
6 including but not limited to, evidence of a presumption, concession, indication, or admission
7 by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or
8 damage, or (b) disclosed, referred to, or offered in evidence against any of the Released
9 Parties in any further proceeding in the Action, except for the purposes of effectuating the
10 Settlement pursuant to the terms herein or for Defendant to establish that a Class Member
11 has resolved any of his/her claims released through this Settlement.

12 **C. Defendant's Right to Terminate Settlement**

13 Defendant shall have the right at their sole discretion to terminate the Settlement if
14 Class Members holding 5% or more of the Class, timely elect to opt out of the Settlement.
15 Defendant must exercise their option to void the Settlement within fourteen (14) calendar
16 days of learning of the final opt-out percentage. If Defendant elects to exercise their right
17 under this paragraph, Defendant shall be liable solely for administrative costs of the third-
18 party settlement administrator selected by the parties. The Parties agree that they will not in
19 any manner take any actions to encourage Class Members to opt-out.

20 **D. Nullification**

21 The Parties have agreed to the certification of the Class encompassing all claims
22 alleged in the Action for the sole purpose of effectuating this Settlement. If (a) the Court
23 should for any reason fail to certify this Class for settlement, or (b) the Court should for any
24 reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the
25 Final Approval Order, or (d) the Final Approval Order is reversed, or declared or rendered
26 void, or (e) the Court should for any reason fail to dispose of the action in its entirety, then
27 (1) this Settlement shall be considered null and void; (2) neither this Settlement nor any of
28 the related negotiations or proceedings shall be of any force or effect; (3) all Parties to this

1 Settlement shall stand in the same position, without prejudice, as if the Settlement had been
2 neither entered into nor filed with the Court; and (4) the fact that the Parties were willing to
3 stipulate to class certification of all causes of action pled in the Action as part of the
4 Settlement will have no bearing on, and will not be admissible in connection with, the issue
5 of whether the Class should be certified by the Court in a non-settlement context in this
6 Action or any other action, and in any of those events, Defendant expressly reserves the right
7 to oppose certification of the Class.

8 Invalidation of any material portion of this Settlement shall invalidate this Settlement
9 in its entirety unless the Parties shall subsequently agree in writing that the remaining
10 provisions shall remain in full force and effect. In the event that the Settlement does not
11 become final for any reason, the Parties will be jointly responsible for payment for the
12 Settlement Administrative Costs.

13 **V. RELEASES**

14 **A. Releases by Participating Class Members**

15 Upon the Effective Date, and full payment of the Gross Settlement Amount by
16 Defendant, Plaintiff and all Participating Class Members will forever release Defendant,
17 together with its past, present, and/or future parents, subsidiaries, affiliated or related entities,
18 fictitious business names, franchisors, owners, boards, officers, directors, trustees,
19 shareholders, members, managers, partners, managing agents, employees, agents, payroll
20 processors, independent contractors, insurers, attorneys, representatives, heirs, executors,
21 administrators, successors, predecessors, and assigns and each of their owners, officers,
22 directors, managing agents, trustees, payroll processors, independent contractors, members,
23 managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors,
24 and agents (collectively, the “Released Parties”) from any and all claims, debts, liabilities,
25 demands, actions, or causes of action of every nature and description that accrued during the
26 Class Period, under state law and the Wage Orders of the California Industrial Welfare
27 Commission, that were alleged or which could have been alleged based on the factual
28 allegations in the First Amended Complaint in the Action, including, but not limited to,

1 claims for unpaid wages (including, inter alia, off-the-clock work, rate of pay, and rounding
2 allegations), failure to pay minimum wages, straight time wages, overtime wages, and
3 double time wages, failure to provide compliant meal and rest breaks or periods or provide
4 premium compensation in lieu thereof, failure to comply with itemized employee wage
5 statement provisions, failure to pay wages due at separation and associated waiting time
6 penalties, failure to timely pay wages during employment, failure to maintain compliant time
7 and payroll records, failure to reimburse for business expenses, and for unfair or unlawful
8 business practices pursuant to California Business and Professions Code § 17200, et seq.
9 based on the aforementioned, declaratory relief, statutory and civil penalties, and attorney
10 fees and costs. The Released Claims specifically include, but are not limited to, all claims
11 arising under California Labor Code Sections 201-204, 206, 218.6, 226, 226.7, 510, 512,
12 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802, and/or those arising under the Industrial
13 Welfare Commission Wage Orders; and/or those arising under the Industrial Welfare
14 Commission Wage Orders; California Business and Professions Code section 17200 et seq.;
15 California Code of Regulations, title 8, Section 11160; the California Civil Code sections
16 3287, 3289, and 3294; and California Code of Civil Procedure section 1021.5 (“Released
17 Claims”).

18 The above release language shall also be included in the Class Notice.

19 Plaintiff and Participating Class Members will release these Released Claims from
20 May 08, 2019 through May 28, 2024.

21 Class Members who do not affirmatively opt out of the Class Settlement by
22 submitting a timely and valid Request for Exclusion will be bound by all of the Settlement
23 Agreement’s terms, including those pertaining to the Released Claims and any claims under
24 the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, et seq.) arising during the Class
25 Period and based on the factual allegations alleged or which could have been alleged in the
26 Action, including the claims noted above.

27 **B. Releases by PAGA Employees and the State of California**

28 Any PAGA Employee who is also a Non-Participating Class Member will still

1 receive their Individual PAGA Payment regardless of whether they opt-out of the
2 Settlement. Upon the Effective Date, and full payment of the Gross Settlement Amount by
3 Defendant, Plaintiff, the State of California and PAGA Employees will release the PAGA
4 Released Parties from the PAGA Released Claims. Defendant, including its present and
5 former parents, subsidiaries, affiliated and related entities, present and former owners,
6 boards, officers, directors, trustees, shareholders, members, partners, employees, agents,
7 insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns
8 (collectively, the “PAGA Released Parties”) from any and all claims, debts, liabilities,
9 demands, actions, or causes of action of every nature and description that accrued during the
10 PAGA Period, under state law and the California Labor Code, that were alleged or which
11 could have been alleged based on the exhausted claims and factual allegations in Plaintiff’s
12 notices sent to the LWDA and alleged in the operative complaint, regardless of whether the
13 PAGA Employees opt-out of the Settlement Agreement, including claims for civil penalties
14 based on unpaid wages, including but not limited to failure to pay minimum wages, straight
15 time compensation, overtime compensation, double time compensation and interest; failure
16 to timely pay regular and final wages; failure to reimburse business expenses; missed meal
17 period and rest period wages and premiums; meal period waivers and on-duty meal period
18 waivers; payment for all hours worked; wage statements and paystubs, including wage
19 statements and paystubs furnished or available in physical, electronic, or other forms; failure
20 to keep accurate records; penalties, including recordkeeping penalties, wage statement
21 penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil
22 penalties; and attorneys’ fees and costs. Without limiting the foregoing, the PAGA Released
23 Claims include claims for civil penalties arising under California Labor Code Sections 201,
24 202, 203, 204, 206, 210, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194,
25 1197, 1197.1, 1198, 2698 et seq., 2800, and 2802, and/or those arising under the Industrial
26 Welfare Commission Wage Orders; PAGA; and/or those arising under the Industrial
27 Welfare Commission Wage Orders; California Code of Regulations, title 8, Section 11160;
28 and California Code of Civil Procedure section 1021.5 (“PAGA Released Claims”).

1 The above release language shall also be included in the Class Notice. Plaintiff, the
2 State of California, and PAGA Employees will release these PAGA Released Claims from
3 May 08, 2019 through May 28, 2024.

4 **C. Plaintiff's General Release**

5 In addition to the Released Claims, Plaintiff does hereby, for herself, and for her
6 heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever
7 release the Released Parties from any and all charges, complaints, claims, liabilities,
8 obligations, promises, agreements, controversies, damages, actions, causes of action,
9 injuries, suits, rights, demands, costs, losses, debts, judgments, accounts, attorneys' fees,
10 interest, expenses (including back wages, penalties, liquidated damages, and attorneys' fees
11 and costs actually incurred), and other legal responsibilities arising in law, equity or
12 otherwise, of any kind, nature, and character whatsoever, from the beginning of time through
13 the date of her signature on this Settlement, whether known or unknown, suspected or
14 unsuspected, unforeseen, or unanticipated including but not limited to all claims arising out
15 of, based upon, or relating to her employment with Defendant, the termination or resignation
16 of her employment with Defendant, or the remuneration for such employment, including,
17 but not limited to all claims that were brought, or which could have been brought, in the
18 Action under California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
19 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2698 et seq., 2800 and 2802, the applicable
20 Wage Orders of the California Industrial Welfare Commission, including IWC Wage Orders
21 5-2001. Without limiting the generality of the foregoing, Plaintiff expressly releases all
22 claims which were or could have been raised in the Action and all claims or rights arising
23 out of alleged violations of any contracts, express or implied (including but not limited to
24 any contract of employment); any contract or covenant of good faith or fair dealing (express
25 or implied); any tort, including negligence, fraud, misrepresentation under California Labor
26 Code § 970, negligent infliction of emotional distress, intentional infliction of emotional
27 distress, and defamation; any other common law claim; any "retaliation" claims; any claims
28 relating to any breach of public policy; any claim for costs, fees, interest, or other expenses

1 including attorneys' fees; any legal restrictions on Defendant's right to discharge employees
2 or refuse to hire applicants; and any federal, state, or other governmental statute, regulation,
3 or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as
4 amended (race, color, religion, sex, and national origin discrimination or harassment,
5 including retaliation for reporting discrimination or harassment); (2) The Civil Rights Act
6 of 1991, as amended; (3) Sections 1981 through 1988 of Title 42 of the United States Code,
7 as amended; (4) The Age Discrimination in Employment Act of 1967, as amended; (5) The
8 Employee Retirement Income Security Act of 1974, as amended; (6) The Immigration
9 Reform and Control Act, as amended; (7) The Americans with Disability Act, as amended;
10 (8) Sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (9)
11 The Workers Adjustment and Retraining Notification Act, as amended; (10) The
12 Occupational Safety and Health Act, as amended; (11) California Equal Pay Law, as
13 amended; (12) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (13) Americans with
14 Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (14) Family and
15 Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (15) California Fair
16 Employment and Housing Act [Gov. Code, §§ 12900, et seq.] (discrimination or harassment
17 in employment and/or housing, including discrimination or harassment based on race,
18 religious creed, color, national origin, ancestry, physical or mental disability, marital status,
19 sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for
20 reporting discrimination or harassment); (16) California Family Rights Act, [Gov. Code, §§
21 12945.1, et seq]. (family/medical leave); (17) California Labor Code or any Industrial
22 Welfare Commission Wage Order; (18) FLSA; (19) Executive Order 11246 (race, color,
23 religion, sex, and national origin discrimination or harassment); (20) Executive Order 11141
24 (age discrimination); (21) California health and safety laws and regulations; and (22) any
25 other federal, state, or local law, regulation or ordinance, including those regulating
26 compensation, and those prohibiting discrimination, harassment, or retaliation of any kind.

27 **D. Plaintiff's General Release of Unknown Claims**

28 Plaintiff, in her individual capacity, also expressly waives, as to the Released Claims

any and all provisions, rights and benefits conferred by any law or principle of common law or equity, that is similar, comparable, or equivalent, in whole or in part, to California Civil Code § 1542. For the purpose of implementing a full and complete release, Plaintiff expressly acknowledges that the release given in this Settlement is intended to include in its effect, without limitation, claims that each did not know or suspect to exist in her favor at the time of the effective date of this Settlement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under the Settlement was also for the release of those claims and contemplates the extinguishment of any such unknown claims. Plaintiff expressly waives the provisions of section 1542 of the Civil Code of California, which provides:

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.

Thus, subject to and in accordance with this Agreement, even if Plaintiff may hereafter discover facts in addition to or different from those she now knows or believes to be true, Plaintiff, upon the Effective Date, shall be deemed to have fully, finally, and forever settled and released any and all claims against the Released Parties that were alleged or could have been alleged in the Action, as well as any other claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

E. No Additional Attorneys' Fees or Costs

Except for the attorneys' fees and costs set forth in this Settlement, the Parties agree to bear their own attorneys' fees and costs related to this Action and this Settlement.

VI. MISCELLANEOUS PROVISIONS

A. Amendments or Modification

The terms and provisions of this Settlement may be amended or modified only by an

1 express written agreement that is signed by all the Parties (or their successors-in-interest)
2 and their counsel and approval by the Court.

3 **B. Assignment**

4 None of the rights, commitments, or obligations recognized under this Settlement
5 may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without
6 the express written consent of each other Party and their respective counsel. The
7 representations, warranties, covenants, and agreements contained in this Settlement are for
8 the sole benefit of the Parties under this Settlement, and shall not be construed to confer any
9 right or to avail any remedy to any other person.

10 **C. Governing Law**

11 This Settlement shall be governed, construed, and interpreted, and the rights of the
12 Parties shall be determined, in accordance with the laws of the State of California,
13 irrespective of the State of California's choice of law principles.

14 **D. Entire Agreement**

15 This Settlement, including **Exhibit A** referred to herein, which form an integral part
16 hereof, contains the entire understanding of the Parties hereto with respect of the subject
17 matter contained herein. In case of any conflict between text contained in Articles I through
18 VI of this Settlement and text contained in **Exhibit A** to this Settlement, the former (i.e.,
19 Articles I through VI) shall be controlling, unless **Exhibit A** is changed by or in response to
20 a Court order. There are no restrictions, promises, representations, warranties, covenants,
21 or undertakings governing the subject matter of this Settlement other than those expressly
22 set forth or referred to herein. This Settlement supersedes all prior agreements, except for
23 the Individual Confidential Settlement Agreement between Plaintiff and Defendant, and all
24 understandings among the Parties hereto with respect to the settlement of the Action,
25 including correspondence between Class Counsel and Defense Counsel and drafts of prior
26 agreements or proposals.

27 **E. Waiver of Compliance**

28 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with

1 any obligation, covenant, agreement, or condition herein may be expressly waived in
2 writing, to the extent permitted under applicable law, by the Party or Parties and their
3 respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or
4 condition. A waiver or failure to insist upon strict compliance with any representation,
5 warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel
6 with respect to, any subsequent or other failure.

7 **F. Counterparts and Fax/PDF Signatures**

8 This Settlement, and any amendments hereto, may be executed in any number of
9 counterparts and any Party and/or their respective counsel hereto may execute any such
10 counterpart, each of which when executed and delivered shall be deemed to be an original
11 and all of which counterparts taken together shall constitute one instrument. A fax,
12 electronic, or PDF signature on this Settlement shall be as valid as an original signature,
13 provided sufficient verification is provided to authenticate the signature.

14 **G. Meet and Confer Regarding Disputes**

15 Should any dispute arise among the Parties or their respective counsel regarding the
16 implementation or interpretation of this Settlement, a representative of Class Counsel and a
17 representative of Defense Counsel shall meet and confer in an attempt to resolve such
18 disputes prior to submitting such disputes to the Court.

19 **H. Agreement Binding on Successors**

20 This Agreement will be binding upon, and inure to the benefit of, the successors in
21 interest of each of the Parties.

22 **I. Cooperation in Drafting**

23 The Parties have cooperated in the negotiation and preparation of this Settlement.
24 This Settlement will not be construed against any Party on the basis that the Party, or the
25 Party's counsel, was the drafter or participated in the drafting of this Settlement.

26 **J. Fair Settlement**

27 Plaintiff, Defendant, Class Counsel, and Defense Counsel believe that this
28

1 Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived
2 at this Settlement through arm's-length negotiations, taking into account all relevant factors,
3 current and potential, and is consistent with public policy, and fully complies with applicable
4 provisions of law.

5 **K. Headings**

6 The descriptive heading of any section or paragraph of this Settlement is inserted for
7 convenience of reference only and does not constitute a part of this Settlement and shall not
8 be considered in interpreting this Settlement.

9 **L. Notice**

10 All notices, demands, or other communications given under this Settlement must in
11 writing and addressed as follows:

12 *To Plaintiff and the Class:*

13 Daniel Srourian, Esq. (SBN 285678)

14 **SROURIAN LAW FIRM, P.C.**

15 3435 Wilshire Blvd., Suite 1710

16 Los Angeles, California 90010

17 Telephone: 213.474.3800

18 Facsimile: 213.471.4160

19 and

20 *To Defendant:*

21 Nicole Sheth, Esq. (SBN 253515)

22 nsheth@kbrlaw.com

23 Christina Ricci, Esq.

24 cricci@kbrlaw.com

25 **KAUFMAN BORGEEST & RYAN LLP**

26 21700 Oxnard Street Suite 1450

27 Woodland Hills, CA 91367

28 Telephone: (818) 880-0992

Facsimile: (818) 880-0993

M. Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Settlement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The disposition entered by the Court will not adjudicate

1 the merits of the Action or the liability of the Parties resulting from the allegations of the
2 Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over
3 its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action
4 and over all Parties and Class Members, to the fullest extent to enforce and effectuate the
5 terms and intent of this Settlement.

6 **N. Mutual Full Cooperation**

7 The Parties agree fully to cooperate with each other to accomplish the terms of this
8 Settlement, including but not limited to execution of such documents, and to take such other
9 action as may reasonably be necessary to implement the terms of this Agreement. The
10 Parties to this Settlement shall use their best efforts, including all efforts contemplated by
11 this Settlement, to effectuate this Settlement and the terms set forth herein. In the event the
12 Parties are unable to reach agreement on the form or content of any document needed to
13 implement the Settlement, or on any supplemental provisions that may become necessary to
14 effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

15 **O. Authorization to Act**

16 Class Counsel warrants and represents that they are authorized by Plaintiff, and
17 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate
18 action required to effectuate the terms of this Settlement, except for signing the documents,
19 including but not limited to this Settlement, that are required to be signed by the Parties.

20 **P. No Reliance on Representations**

21 The Parties have made such investigation of the facts and the law pertaining to the
22 matters described herein and to this Settlement as they deem necessary, and have not relied,
23 and do not rely, on any statement, promise, or representation of fact or law, made by any of
24 the other parties, or any of their agents, employees, attorneys, or representatives, with regard
25 to any of their rights or asserted rights, or with regard to the advisability of making and
26 executing this Settlement, or with respect to any other matters. No representations,
27 warranties, or inducements have been made to any party concerning this Settlement.

28 **Q. Invalidity of Any Provision**

1 Before declaring any provision of this Agreement invalid, the Court will first attempt
2 to construe the provision as valid to the fullest extent possible consistent with applicable
3 precedents so as to define all provisions of this Agreement valid and enforceable. If any
4 provision of this Agreement or the application thereof is held invalid, the invalidity shall not
5 affect other provisions or applications of this Agreement which can be given effect without
6 the invalid provisions or application and, to this end, the provisions of this Agreement are
7 declared to be severable. Notwithstanding the foregoing, no portion of any release contained
8 herein may be deemed severed or deleted from this Agreement, except upon waiver in
9 writing by the applicable party.

10 **R. Confidentiality**

11 The Parties hereby expressly agree that any settlement that occurs between the
12 Parties, including this Settlement Agreement, shall remain confidential until a motion for
13 preliminary approval is filed with the Court.

14 **S. Publicity**

15 The Parties and their counsel agree that they will not publicize the Settlement, or
16 issue any press releases, initiate any contact with the media, respond to any media inquiry,
17 or have any communication with the press about the fact, amount or terms of the Settlement.
18 In addition, the Parties and their counsel agree that they will not engage in any advertising
19 or distribute any marketing materials relating to the Settlement of this case, including but
20 not limited to any postings on any websites, social media, and/or any professional
21 organization, unless ordered by the Court in any manner from which Defendant's identity
22 can reasonably be ascertained. Notwithstanding, the Parties shall undertake any and all
23 disclosures which are required by law including providing notice of the PAGA settlement to
24 the LWDA pursuant to statute. Moreover, nothing in this Paragraph shall prohibit or inhibit
25 Class Counsel from communicating with Class Members regarding the Settlement.

26 **EXECUTION BY PARTIES**

27 The Parties hereby execute this Settlement.
28

1 Dated: _____

YESENIA SERRANO

2 By: _____
3 (Signature)

4 Dated: _____

GRAMEEN AMERICA, INC.

5 By: _____
6 (Signature)

7 _____
(Printed Name)

8 _____
(Title)

9 Approved as to form only:

10
11 Dated: _____

SROURIAN LAW FIRM, P.C.

12
13 By: _____
14 Daniel Srourian, Esq.

15 Attorney for Plaintiff, **Yesenia Serrano**

16
17 Dated: _____

KAUFMAN BORGEEST & RYAN LLP

18
19 By: _____
20 Nicole Sheth, Esq.
21 Christina Ricci, Esq.

22 Attorneys for Defendant, **Grameen**
23 **America, Inc.**

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ IT FULLY AND CAREFULLY.

Serrano v. Grameen America, Inc., et al.
Los Angeles County Superior Court
Case No. 23STCV10300

If you worked as a non-exempt hourly employee for Grameen America, Inc. (“Defendant”) in California at any time from May 08, 2019 through May 28, 2024, you are eligible to receive compensation from a class action settlement.

- You have been identified as a Class Member (defined below) in a Lawsuit (defined below) brought by a former employee of Defendant. Defendant denies all allegations in the Lawsuit and contends it fully complies with California law. However, to avoid the continuing expense of litigation, the Parties have reached a settlement of highly disputed claims (the “Settlement”). The Court has preliminarily approved the Settlement, finding it to be fair, reasonable, adequate, and in the best interests of the Class Members.
- The Class Settlement will affect all of Defendant’s non-exempt hourly California employees who were employed from May 08, 2019 through May 28, 2024 (the “Class Period”). The PAGA Settlement will affect all of Defendant’s non-exempt hourly California employees from May 08, 2022 through May 28, 2024 (the “PAGA Period”).
- If the Court grants final approval of the Settlement, you will receive a settlement payment, unless you exclude yourself from the settlement (as explained below).

*A court authorized this notice. This is not an advertisement.
You are not being sued. Your rights will be affected by this notice and settlement.*

YOUR LEGAL RIGHTS AND OPTIONS	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Settlement Class (defined below), will receive a settlement payment, and will give up certain rights to sue Defendant separately about the legal claims raised in this Lawsuit.
OBJECT TO THE SETTLEMENT – <u>ACTION REQUIRED</u>	Stay in this Lawsuit. May give up certain rights. You may write to the Settlement Administrator, [REDACTED], about why you object to the settlement, and they will forward your concerns to the Court. If you object to the Settlement, you will remain a member of the Class (defined below), and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. If you timely object, you or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 6 of the Superior Court of the State of California, County of Los Angeles, located at 312 North Spring Street, Los

	Angeles, CA 90012.
<u>ASK TO BE EXCLUDED – ACTION REQUIRED</u>	Opt out of the Settlement. Receive no payment from the settlement for the Class claims, but receive an individual settlement share for civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”). Keep rights to individually pursue only the Class claims. If you opt out of the Settlement, you won’t receive any share of the Class payment, but you retain the right to sue Defendant separately about the Class claims in this Lawsuit. However, even if you opt out, and if you worked from May 08, 2022 through May 28, 2024 as a non-exempt, hourly-paid employee of Defendant, you will still receive an individual settlement share for claims for civil penalties pursuant to PAGA and will be deemed to have released the PAGA claims.

- To object to the Settlement or to ask to be excluded from the Settlement, you must act before [DATE], 2024.
- **Any questions?** Read on or contact Class Counsel (defined below) or the Settlement Administrator (defined below).

WHAT THIS NOTICE CONTAINS

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1. Why did I get this notice?
2. What is the Lawsuit about?
3. What is a class action and who is involved?
4. Why is this Lawsuit a class action?
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6. Am I part of this Class?
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8. What is my approximate Individual Settlement Payment?
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10. How do I object to the Settlement?
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THE LAWYERS REPRESENTING YOUPAGE 9

13. Do I have a lawyer in this case?

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THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESSPAGE 9-10

15. Who is handling the settlement administration process?

16. When is the Final Approval Hearing and do I have to attend?

17. When will I get money after the hearing?

GETTING MORE INFORMATION.....PAGE 10-11

18. Are more details available?

BASIC INFORMATION

1. Why did I get this notice?

Records show that you are a potential member of the Class because you worked for Defendant in California as a non-exempt employee during the Class Period. The Court granted preliminary approval of the Settlement of a class action lawsuit that may affect your legal rights and ordered that this Notice be sent to you to explain your rights in connection with the Settlement. The Court determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable; however, the Court has not made any ruling on the merits of Plaintiff's claims or Defendant's defenses.

The lawsuit is known as *Serrano v. Grameen America, Inc.*, Los Angeles County Superior Court Case No. 23STCV10300 (the "Lawsuit"). You can view the Lawsuit's records online by visiting the Court's website (<https://roa.sdcourt.ca.gov/roa/>), accepting the terms, completing the security question, entering the Case Number in the search box for the section titled "Case Number Search," and selecting "Search."

2. What is this Lawsuit about?

The Lawsuit is about whether Defendant failed to pay minimum, regular, overtime, and double time wages for all hours worked, failed to provide proper meal and rest breaks, failed to provide accurate itemized wage statements, failed to pay all wages timely upon separation of employment, and failed to reimburse business expenses to its non-exempt employees as required by applicable California laws. Based on these alleged violations, the Lawsuit also alleges violations of California's Labor Code and Unfair Competition Law ("UCL") and seeks penalties under California's Private Attorneys General Act.

Defendant denies any liability or wrongdoing associated with the claims alleged in the Lawsuit and contends that they fully complied with the applicable laws. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this Settlement. The Court will decide whether to give final approval to the Settlement at the Final Approval Hearing

3. What is a class action and who is involved?

In an employment class action lawsuit such as this, a person called the "Class Representative" sues his or her employer or former employer on behalf of other current or former employees who may have similar claims. The people who may have similar claims are called "Class Members," and Class Members are collectively referred to as "the Class." The Class Representative is also called the Plaintiff. There is one Plaintiff/Class Representative in this Action, Yesenia Serrano. The company that was sued (in this case Grameen America, Inc.) is called the Defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the Settlement, Plaintiff and Defendant agreed to conditionally certify the Lawsuit as a class action for all of Plaintiff's alleged claims for settlement purposes only and to ask the Court to approve the Settlement.

By agreeing to the terms of the settlement, Defendant does not admit to any of the allegations of wrongdoing in this Action or that any Class Member has suffered any damages. Defendant settled the Lawsuit to avoid additional expense, inconvenience, and interference with their business operations. The Court has not ruled on the merits of Plaintiff's claims or the defenses of Defendant. Defendant retains the right to defend themselves against any of the allegations involved in the Lawsuit if for any reason the Settlement is not approved by the Court.

5. What are the terms of the proposed Settlement?

The major terms of the Settlement are as follows:

1. Defendant has agreed to pay \$250,000. This \$250,000 total settlement figure is known as the "Gross Settlement Amount," unless increased on a pro rata basis according to the terms of the Settlement Agreement.
2. Plaintiff Yesenia Serrano has agreed to a general release of all of her claims against Defendant.
3. Plaintiff seeks the following allocation of the Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (or currently approximately \$83,333.33) for Class Counsel's attorneys' fees;
 - b. Up to \$25,000 for reimbursement of Class Counsel's litigation costs;
 - c. An enhancement award of up to \$5,000 for Plaintiff Yesenia Serrano for dedicating personal time and performing work in connection with the Lawsuit, assisting Class Counsel in investigating the alleged claims, being available to answer Class Counsel's questions, providing a general release of claims, and undertaking the risks of filing the Lawsuit;
 - d. All costs of the Settlement Administrator, which are currently estimated to be no more than \$7,000; and
 - e. \$20,000 as PAGA civil penalties. Per Labor Code Section 2699(i), seventy-five percent (75%) of this amount (\$15,000) will be payable to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%), or \$5,000, will be payable to certain employees in the Class as the "PAGA Amount."
4. After the above deductions from the Gross Settlement Amount, the remaining funds will be distributed to Class Members on a pro rata basis. To ensure timely payment, please contact and inform the Settlement Administrator listed in Section 18, below, of any changes to your mailing address.

If the Court approves this proposed allocation, the Parties estimate that \$ [REDACTED] (the "Net Settlement Amount") will be distributed to Class Members who do not request exclusion (the "Participating Class Members") according to the following formula:

The Settlement Administrator will calculate the total number of Qualifying Workweeks for all Participating Class Members worked during the Class Period. The Individual Settlement Payment that each Participating Class Member will be eligible to receive will be calculated by dividing each Participating Class Member's individual number of Qualifying Workweeks by the total number of Qualifying Workweeks of all Participating Class Members worked during the Class Period, and multiplying the resulting fraction by the Net Settlement Amount.

"Qualifying Workweeks" means the weeks that a Class Member worked at least one shift for Defendant in non-exempt position during the Class Period.

The PAGA Amount will be distributed to Aggrieved Employees according to the following formula:

The Settlement Administrator will calculate the total number of Qualifying Pay Periods for all Aggrieved Employees worked during the PAGA Period. The Individual PAGA Payment that each Aggrieved Employee will be eligible to receive will be calculated by dividing each Aggrieved Employee's individual number of Qualifying Pay Periods worked during the PAGA Period by the total number of Qualifying Pay Periods of all Aggrieved Employees worked during the PAGA Period, and multiplying the resulting fraction by the 25% portion of the PAGA Penalties (\$2,500) payable to Aggrieved Employees.

Your estimated Individual Settlement Payment is listed in Section 8 of this Notice. Employee-side payroll deductions will be made to your Individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you as a result of the payment, with 20% allocated to wages, which will be subject to W-2 reporting, and 80% allocated to non-wage statutory damages, reimbursements, penalties, and interest, which will be subject to 1099 reporting. Each Individual PAGA Payment will be allocated as follows: 100% as civil penalties, which will be subject to 1099 reporting. Defendant will pay employer-side taxes separate and apart from the Gross Settlement Amount.

Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The "Settlement Class" consists of all persons who worked as non-exempt, hourly employees in California for Defendant at any time from May 08, 2019 through May 28, 2024.

7. I'm still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting [redacted], the "Settlement Administrator," at the designated phone number for this matter at [insert telephone number], or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at [insert phone number].

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, object to the Settlement, or ask to be excluded from the Settlement. These options are further explained below, including the dates by which you need to take any action.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, your total number of Qualifying Workweeks during the Class Period is [REDACTED] and Qualifying Pay Periods during the PAGA Period is [REDACTED]. As a result, your estimated Individual Settlement Payment will be \$ [REDACTED]. [Where applicable for Aggrieved Employees: Your estimated Individual PAGA Payment will be \$ _____.]

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 18, below, of any changes to your mailing address for timely payment.

If you believe your total number of Qualifying Workweeks or Qualifying Pay Periods (shown above) are not accurate, you may mail a signed written dispute to the Settlement Administrator, along with any supporting documentation, at the address listed below in Section 18 postmarked on or before [DATE], 2024. All signed written disputes must contain your address, telephone number, and a reference to the Lawsuit.

Please be advised that your number of Qualifying Workweeks and Qualifying Pay Periods is presumed to be correct, unless you submit a signed written dispute to the Settlement Administrator no later than [DATE], 2024.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement, each Class Member who does not validly opt-out will be mailed an Individual Settlement Payment. In addition, each Class Member who does not validly opt-out, on behalf of themselves, and on behalf of all those who claim by and through them, or in their stead, including, but not limited to agents, attorneys, representatives, predecessors, successors and assigns will be deemed to forever release, acquit, and discharge, and covenant not to sue, Defendant, together with its past, present, and/or future parents, subsidiaries, affiliated or related entities, fictitious business names, franchisors, owners, boards, officers, directors, trustees, shareholders, members, managers, partners, managing agents, employees, agents, payroll processors, independent contractors, insurers, attorneys, representatives, heirs, executors, administrators, successors, predecessors, and assigns and each of their owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors, and agents (collectively, the "Released Parties") from any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that accrued during the Class Period, under state law and the Wage Orders of the California Industrial Welfare Commission, that were alleged or which could have been alleged based on the factual allegations in the First Amended Complaint in the Action, including, but not limited to, claims for unpaid wages (including, *inter alia*, off-the-clock work, rate of pay, and rounding allegations), failure to pay minimum wages, straight time wages, overtime wages, and double time wages, failure to provide compliant meal

and rest breaks or periods or provide premium compensation in lieu thereof, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, failure to maintain compliant time and payroll records, failure to reimburse for business expenses, and for unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.* based on the aforementioned, declaratory relief, statutory and civil penalties, and attorney fees and costs. The Released Claims specifically include, but are not limited to, all claims arising under California Labor Code Sections 201-204, 206, 218.6, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802, and/or those arising under the Industrial Welfare Commission Wage Orders; and/or those arising under the Industrial Welfare Commission Wage Orders; California Business and Professions Code section 17200 *et seq.*; California Code of Regulations, title 8, Section 11160; the California Civil Code sections 3287, 3289, and 3294; and California Code of Civil Procedure section 1021.5 (“Released Claims”).

Class Members who do not affirmatively opt out of the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the Settlement Agreement’s terms, including those pertaining to the Released Claims and any claims under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, *et seq.*) arising during the Class Period and based on the factual allegations alleged or which could have been alleged in the Class Action Complaint, including the claims noted above.

For members of the Class who do not validly opt out, the release period shall run from May 08, 2019 through May 28, 2024 for non-exempt hourly employees.

The proposed Settlement also includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves this Settlement, then even if you request exclusion from the Settlement, and you worked from May 08, 2022 through and including May 28, 2024 as a non-exempt, hourly-paid employee of Defendant, you will still receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining Class claims.

In addition, if the Court grants final approval of the Settlement, the State of California and Aggrieved Employees will be deemed to forever release, acquit, and discharge, and covenant not to sue, Defendant, together with its past, present, and/or future parents, subsidiaries, affiliated or related entities, fictitious business names, franchisors, owners, boards, officers, directors, trustees, shareholders, members, managers, partners, managing agents, employees, agents, payroll processors, independent contractors, insurers, attorneys, representatives, heirs, executors, administrators, successors, predecessors, and assigns and each of their owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors, and agents (collectively, the “PAGA Released Parties”) from any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that accrued during the PAGA Period, under state law and the California Labor Code, that were alleged or which could have been alleged based on the exhausted claims and factual allegations in Plaintiff’s notices sent to the LWDA and alleged in both the operative complaint and the PAGA Notice submitted by Plaintiff to the Labor and Workforce Development Agency under Labor Code section 2699.3 (“PAGA Notice”), regardless of whether the Aggrieved Employees opt-out of the Settlement Agreement, including claims for civil penalties based on unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, double time

compensation and interest; failure to timely pay regular and final wages; failure to reimburse business expenses; missed meal period and rest period wages and premiums; meal period waivers and on-duty meal period waivers; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; and attorneys' fees and costs. Without limiting the foregoing, the PAGA Released Claims include claims for civil penalties arising under California Labor Code Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, and/or those arising under the Industrial Welfare Commission Wage Orders; PAGA; and/or those arising under the Industrial Welfare Commission Wage Orders; California Code of Regulations, title 8, Section 11160; and California Code of Civil Procedure section 1021.5 ("PAGA Released Claims").

Plaintiff, the State of California, and Aggrieved Employees will release these PAGA Released Claims from May 08, 2022 to May 28, 2024 ("PAGA Period").

"PAGA Employees" means all persons currently or formerly employed as non-exempt employees in California by Defendant at any time during the PAGA Period.

Any PAGA Employee who validly excludes himself or herself from the Settlement will still receive a PAGA Settlement Payment, and will be deemed to have released claims against the PAGA Released Parties for civil penalties pursuant to PAGA based on the PAGA Released Claims.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out).

If you submit both a request for exclusion and an objection, you will be excluded from the Settlement (see sections 11 and 12 below), and your objection will not be considered.

To object, you must either (1) mail a signed written objection to the Settlement Administrator (at the address in Section 18, below) setting forth the grounds of objection, along with any supporting documents postmarked no later than [DATE], 2024, which is 45 days from the date that this Notice was mailed, or (2) appear and object at the Final Approval hearing.

All written objections must be signed and must contain your address, telephone number, and a reference to the Lawsuit. You may also appear personally or through an attorney, at your own expense, at the Final Approval Hearing to present your objection directly to the Court. If you object, but the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as a Class Member who does not object.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Class — sometimes called "opting-out" of the Class — you will not receive any compensation from the Settlement for the Class claims. Even if you exclude yourself from the Settlement, you will still receive your Individual PAGA Payment, but only if you have Qualifying Pay Periods in the PAGA Period. If you exclude yourself, you will not be legally bound by the Court's disposition of the Class claims, but

you will still be deemed to have released the PAGA claims.

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class, you need to mail a timely and written letter submitted by a Class Member, or his or her authorized representative, indicating a request to be excluded from the Class Settlement. To be valid, the Request for Exclusion must be (a) signed; (b) contain the Class Member's address, telephone number, and a reference to the Lawsuit; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the address below in Section 18, and it must be postmarked on or before [DATE], 2024. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who worked from May 08, 2019 through and including May 28, 2024 as a non-exempt, hourly-paid employee of Defendant and requests to be excluded from the Class will only receive an individual settlement share for the PAGA claims, will release only his or her PAGA claims, will not receive any compensation from the Settlement for the Class claims, and will not have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE], 2024, will be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Court approves the Settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court preliminarily decided that Srourian Law Firm, P.C. is qualified to represent you and all Class Members in this Lawsuit. These law firms are also called "Class Counsel" in the context of this case.

14. How will the lawyers be paid?

As part of the Settlement with Defendant, Class Counsel has requested one-third of the Gross Settlement Amount (currently, that is equal to approximately \$83,333.33) in attorneys' fees, plus costs not to exceed \$25,000 to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

15. Who is handling the Settlement Administration process?

The Settlement Administrator, ILYM Group, Inc. will handle the process. The Settlement Administrator's contact information is provided in Section 18, below.

16. When is the Final Approval Hearing and do I have to attend?

The Final Approval Hearing has been set for [DATE], 2024 at [TIME] in Department 6 of the Superior Court of the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. If physical access to

the Court is restricted due to COVID-19 or other reasons, please contact the Settlement Administrator regarding alternative options to appear at the hearing.

17. When will I get money after the hearing?

Your Individual Settlement Payment from the Net Settlement Amount will be made within approximately [INSERT] days after the Court's final approval of the Settlement, or, if an objection is filed, then approximately [INSERT] days after the Court's final approval of the Settlement, or, if an appeal is filed, then after all rights to appeal expire (assuming that the Court's approval stands), whichever date is later.

GETTING MORE INFORMATION

18. Are more details available?

A copy of the entire Settlement Agreement was filed in this case as Exhibit 1 to the Declaration of Daniel Srourian in Support of Motion for Preliminary Approval, filed on [DATE], 2024. You may contact the Settlement Administrator, whose contact information is below:

[NAME]
[ADDRESS]
[PHONE]
[FAX]

You may also contact Class Counsel, whose contact information is below:

Daniel Srourian, Esq. (SBN 285678)
daniel@slfla.com
SROURIAN LAW FIRM, P.C.
3435 Wilshire Blvd., Suite 1710
Los Angeles, California 90010
Telephone: 213.474.3800
Facsimile: 213.471.4160

Defendant is represented by:

Nicole Sheth, Esq.
nsheth@kbrlaw.com
Christina Ricci, Esq.
cricci@kbrlaw.com
KAUFMAN BORGEEST & RYAN LLP
21700 Oxnard Street
Woodland Hills, CA 91367
Telephone: (818) 880-0992
Facsimile: (818) 880-0993

**PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT
REGARDING THIS NOTICE OR THE LAWSUIT.**

WORK WEEK/PAGA PAY PERIOD DISPUTE FORM

Serrano v. Grameen America, Inc., et al.
Los Angeles County Superior Court
Case No. 23STCV10300

Indicate Name/Address Changes, if any: _____

<<Name>> _____

<<Address>> _____

<<City>>, <<State>> <<Zip Code>> _____

XX – XX - _____

The amount of your estimated Individual Settlement Payment is based upon the number of eligible Work Weeks you worked between May 08, 2019 and May 28, 2024. The amount of your estimated Individual PAGA Payment is based upon the number of PAGA Pay Periods you worked between May 08, 2022 and May 28, 2024. “PAGA Pay Period” means any Pay Period during which you worked for Defendants at least one (1) day as a non-exempt, hourly employees. The number of Work Weeks and PAGA Pay Periods applicable to your claim are set forth below.

YOUR ELIGIBLE WORK WEEKS

Defendants’ records indicate that you worked <<number of Work Weeks>> Work Weeks between May 08, 2019 and May 28, 2024 and <<number of PAGA Pay Periods>> PAGA Pay Periods between May 08, 2022 through May 28, 2024.

YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE

Under the terms of the Class Action Settlement, you are entitled to receive an Individual Settlement Payment in the approximate estimated amount of <<\$Class Settlement Share Amount>>, minus all applicable payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This process may take six months or more. You will receive a Form W-2 reflecting the payment to you. Your settlement share reflected on this Notice is only an estimate. The exact amount of the payment could vary, up or down. You are also entitled to receive an Individual PAGA Payment in the approximate estimated amount of <<\$PAGA Settlement Share Amount>>

If you wish to dispute the number of Work Weeks and/or PAGA Pay Periods credited to you, or anything else about your employment status, you must complete and return this form by indicating what you believe is incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail with proof of the submission date (such as a postmark or delivery service date stamp). You may use this Work Weeks/PAGA Pay Periods Dispute Form for this purpose. You must also send any documents or other information that you contend supports your belief that the information set forth above is incorrect. The Administrator will resolve any dispute based upon Defendants’ records and any information you provide. Please be advised that the information on this Work Weeks Dispute Form is presumed to be correct unless the documents you submit are company records from Defendants.

UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK WEEKS/PAGA PAY PERIODS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION

EMAIL TO THE ADMINISTRATOR: <<_____@_____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Serrano v. Grameen America, Inc., et al. Administrator
[ADDRESS]

<<_____>>
<<_____>>
<<_____>>

OBJECTION FORM

Serrano v. Grameen America, Inc., et al.
Los Angeles County Superior Court
Case No. 23STCV10300

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>
<<Name>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU SHOULD EMAIL IT TO <<____@____.COM>>, FAX IT TO <<XXX-XXX-XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

The Court will consider your objection at the Final Approval Hearing if you timely submit it. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. However, you may speak to the Court at the final approval hearing about your objection, even if you do not submit a timely written objection.

[] I OBJECT to the *Serrano v. Grameen America, Inc., et al.* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2024 _____
(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: <<_____@_____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Serrano v. Grameen America, Inc., et al. Administrator

[ADDRESS]

<<____>>
<<____>>
<<____>>

Serrano v. Grameen America, Inc., et al.
EXCLUSION FORM

Los Angeles County Superior Court
Case No. 23STCV10300

ELECTION NOT TO PARTICIPATE IN SETTLEMENT

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS, DO NOT FILL OUT THIS FORM.

IF YOU DO NOT WANT TO EXCLUDE YOURSELF FROM THE SETTLEMENT, YOU MUST COMPLETE AND SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Serrano v. Grameen America, Inc., et al.

c/o ____

I declare as follows: I have received notice of the proposed settlement in this action, and I wish to be excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am a PAGA Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on ____.

Dated: ____.

(Signature)