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Attorneys for Plaintiff Lindsay Orin  
and Proposed Class Counsel

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

LINDSAY ORIN, on behalf of herself  
and all others similarly situated and on  
behalf of the general public,

Plaintiff,

v.

CAL. DEL. U.S.A. INC., a California  
corporation, and DOES 1 through 10,  
inclusive,

Defendants.

Case No. 2:23-cv-03404-FMO-KS

Assigned To: Fernando M. Olguin  
Courtroom: 6D

**CLASS ACTION**

**DECLARATION OF DANIEL F.  
GAINES IN SUPPORT OF  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS AND PAGA ACTION  
SETTLEMENT**

**Date: January 11, 2024**

**Time: 10:00 A.M.**

**Courtroom: 6D**

**Judge: Fernando M. Olguin**

[Los Angeles County Superior Court  
Case No. 23STCV07181]

[State Court Complaint Filed: April 3,  
2023]

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of  
3 California. I am a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff  
4 Lindsay Orin and proposed Class Counsel in this action. I have personal knowledge  
5 of the facts set forth herein and if called as a witness to testify to them, I could and  
6 would do so competently.

7 **Education and Experience:**

8 2. I obtained my BS degree from the University California at Berkeley in  
9 2003. I majored in Business Administration at the Haas School of Business.

10 3. Thereafter, I attended the University of Virginia School of Law. At  
11 Virginia, I was a member of the editorial board of the Virginia Tax Review. I was  
12 also the recipient of the Lacy Armour Scholarship, awarded to recognize academic  
13 excellence. At Virginia, I focused my studies on tax and real estate. I earned my JD  
14 and became a member of the California Bar in 2007.

15 4. Since becoming a member of the Bar, and until his retirement, I  
16 practiced law with my partner/father, Kenneth, at Gaines & Gaines, APLC. Our  
17 practice specializes in litigation, with an emphasis in business, real estate, and  
18 employment disputes like this one. Over 95% of my practice is devoted to complex  
19 employment litigation.

20 5. My firm has represented employees and consumers in dozens of  
21 complex class action matters similar to the instant case. Class action cases in which I  
22 have had a direct involvement have resolved for tens of millions of dollars on behalf  
23 of hundreds of thousands of employees and consumers. We have significant  
24 experience litigating these types of cases. My firm has participated, as lead counsel  
25 and co-lead counsel, in more than 100 class action matters. Attached hereto as  
26 **Exhibit A** is a list of some of these cases.

27 6. Based on my own investigation and evaluation, I am of the opinion that  
28 the Settlement, its allocation among Class Members, and the recovery for each Class

1 Member, is fair and reasonable. I believe I have a strong understanding of the trends  
2 in both the likelihood of certification of wage and hour cases and the value of  
3 settlements of cases such as this one. My opinion takes into consideration the  
4 amounts received in other similar class actions which I have litigated and/or am  
5 familiar with, the risks inherent in litigation of this genre, and the reasonable tailoring  
6 of each Class Member's claim to the amount received in settlement. Based on that  
7 knowledge, I am of the opinion the settlement is fair, reasonable and adequate and is  
8 in the best interests of the Class.

9 **Factual Background and Procedural Posture:**

10 7. Plaintiff and Class Members are current and former non-exempt  
11 employees of Defendant in the State of California. Defendant does business as  
12 Tod's, a luxury goods retail store. Plaintiff was employed by Defendant from  
13 October 2022 through March 2023 as a non-exempt employee in Los Angeles  
14 County, California.

15 8. On or about March 27, 2023, Plaintiff complied with the administrative  
16 prerequisites set forth in the Private Attorney's General Act, Labor Code ¶ 2698 *et*.  
17 *seq.* ("PAGA") by sending a letter, by online submission to the Labor & Workforce  
18 Development Agency ("LWDA") and by certified mail to Defendant, outlining the  
19 facts and theories underlying her claims.

20 9. On April 3, 2023, Plaintiff filed a Class and Collective Action Complaint  
21 with the Los Angeles County Superior Court. On or about May 8, 2023, Defendant  
22 removed the Action to the United States District Court, Central District. On July 19,  
23 2023, Plaintiff filed her First Amended Class, Collective, and Representative Action  
24 in the District Court.

25 10. In the First Amended Complaint, Plaintiff alleges that: Defendant paid  
26 Class Members commission wages that were not included in their regular rate of pay  
27 for purposes of paying them sick pay wages at the correct rate, in violation of Labor  
28 Code §§ 246 and 558 and IWC Wage Order No. 4-2001; Defendant failed to pay

1 Class Members premium overtime compensation for all overtime hours worked, in  
2 violation of Labor Code §§ 510, 558, and 1194; Defendant failed to provide Class  
3 Members with legally compliant rest periods, or premium wages of one hour's pay in  
4 lieu thereof, as required by Labor Code §§ 226.7 and IWC Wage Order 4-2001;  
5 Defendant failed to permit or authorize Class Members to take timely 30-minute meal  
6 periods for shifts greater than 5 hours in length, in violation of Labor Code §§ 226.7,  
7 512, and 558 and IWC Wage Order 4-2001; Class Members were required to incur  
8 expenses in the performance of their job duties for which they are not fully  
9 reimbursed, in violation of Labor Code § 2802; Defendant failed to issue Class  
10 Members accurately itemized wage statements, in violation of Labor Code §  
11 226(a)(1), (2), (5), and (9); and Defendant failed to pay Class Members all wages due  
12 upon separation of employment, in violation of Labor Code §§ 201-202. As a result,  
13 Plaintiff claims she and the Class are entitled to wages and overtime pay pursuant to  
14 the Fair Labor Standards Act, 29 USC §§ 206, 207 and Labor Code sections 226.7,  
15 246, 510, 512, and 1194, compensation for missed rest breaks pursuant to Labor  
16 Code section 226.7; compensation for missed meal breaks pursuant to Labor Code  
17 sections 226.7 and 512, reimbursement of necessary business expenses pursuant to  
18 Labor Code section 2802; penalties for inaccurate itemized wage statements pursuant  
19 to Labor Code section 226(a), (e), penalties to separated employees pursuant to Labor  
20 Code section 203, PAGA penalties pursuant to Labor Code section 2699, and  
21 restitution and injunctive relief in accord with California Business and Professions  
22 Code section 17200, as well as interest and attorneys' fees.

23 11. Defendant denies all of Plaintiff's allegations. Specifically, Defendant  
24 believes that Plaintiff and the Class were properly paid all wages due under the Fair  
25 Labor Standards Act and California wage-and-hour law, including compensation for  
26 all time worked, all accrued vacation and paid time off, and that they received all  
27 meal periods and/or meal period premiums which they may have been entitled to  
28 under California law.

1     **Counsel's Due Diligence and Settlement Negotiations:**

2           12. After engaging in informal discussions about the case, informal  
3     discovery and a comprehensive information exchange, the Parties agreed to engage in  
4     private mediation.

5           13. The Parties attended a mediation session October 4, 2023 presided over  
6     by Michael L. Ludwig, Esq., a mediator with significant experience in wage and hour  
7     class actions. Each Party was represented by respective counsel during the good-faith  
8     negotiations facilitated by Mr. Ludwig. In connection with the mediation, Defendant  
9     provided information to Mr. Ludwig and Class Counsel concerning Defendant's  
10    varying practices throughout the State of California with regards to wage payment,  
11    meal and rest break claims, unpaid wage claims, and issuance of wage statements.  
12    The Parties were able to reach agreement at the mediation.

13          14. The Parties subsequently negotiated the terms of a formal settlement  
14    agreement, a true and correct copy of which is attached hereto as **Exhibit B**. The  
15    Stipulation of Settlement includes all terms of the Parties' agreement.

16          15. Discussions between counsel for the Parties, formal and informal  
17    discovery, as well as the investigation and evaluation of the claims of Plaintiff by the  
18    Parties, have permitted each side to assess the relative merits of the claims and the  
19    defenses to those claims. At all times, the Parties' settlement negotiations have been  
20    non-collusive, adversarial, and at arm's length. The Parties agree that the above-  
21    described investigation and evaluation, as well as the information exchanged during  
22    settlement negotiations and mediation, are more than sufficient to assess the merits of  
23    the respective Parties' positions and to compromise the issues on a fair and equitable  
24    basis.

25          16. Based on our independent investigation and evaluation, I am of the  
26    opinion that the consideration and terms of the Settlement, considering the risk  
27    inherent in asserting and prevailing on representative and class claims, and the risk of  
28    loss on the merits, is fair, reasonable, and adequate in light of all known facts and

1 circumstances, and is in the best interests of the Class. I am also of the opinion that  
2 the total consideration and payment set forth in the Stipulation of Settlement is  
3 adequate in light of the uncertainties surrounding the risk of further litigation, and the  
4 possible defenses that Defendant has asserted and could assert.

5 **The Nature of Plaintiff's Claims and Risks of Continued Litigation:**

6 17. Although Plaintiff is reasonably confident she would have prevailed on  
7 her motion for class certification, there was a risk the Court would deny certification  
8 and find that individual issues predominate over class members' claims – particularly  
9 with respect to Plaintiff's meal and rest period claims. Thus, the risk that Defendant  
10 would defeat certification on some or all of Plaintiff's claims supports settlement at  
11 this juncture, especially because most class members' claims are so small that  
12 individual litigation of their claims (required in the event certification was denied) is  
13 simply not feasible or realistic.

14 18. Prevailing on the merits in this case was by no means guaranteed.  
15 Plaintiff asserts novel claims. Defendant flatly denies all of Plaintiff's allegations.  
16 Specifically, Defendant believes that Plaintiff and the Class were properly paid all  
17 wages under the Fair Labor Standards Act and California wage-and-hour law,  
18 including compensation for all time worked, and received all meal and rest periods  
19 which they may have been entitled to under law.

20 19. Defendant's defenses to liability on Plaintiff's claims are an important  
21 basis for further validating the reasonableness of the settlement amount. Put simply,  
22 Plaintiff faces substantial risk in prevailing on her claims. The Settlement fairly  
23 compromises this risk.

24 20. Defendant paid Class Members commission wages that were allegedly  
25 not included in their regular rate of pay for purposes of paying them sick pay wages  
26 at the correct rate, in violation of Labor Code §§ 246 and 558 and IWC Wage Order  
27 No. 4-2001. Defendant allegedly failed to properly blend these commission wages  
28 and instead paid Class Members sick pay wages based only on the base hourly rate of

1 pay, thus depriving them of all wages earned, in violation of Labor Code §§ 246 and  
2 558 and IWC Wage Order No. 4-2001. California Labor Code § 246(k)(1) provides  
3 that “an employer shall calculate paid sick leave...in the same manner as the regular  
4 rate of pay for the workweek in which the employee uses paid sick time, whether or  
5 not the employee actually works overtime in that workweek.” Here, when Class  
6 Members used sick pay, they were paid at the base hourly rate of pay. According to  
7 Plaintiff’s expert statistician, Class Members are entitled to net \$41,566 as a result.

8 21. In addition, and independent of the allegations listed above, Defendant  
9 also purportedly failed to pay Class Members all premium overtime compensation  
10 due for all overtime hours worked, in violation of Labor Code §§ 510, 558, and 1194.  
11 Based on information and data provided by Defendant, a trivial number of pay  
12 periods during the Class Period had a net underpayment of overtime hours worked.  
13 Plaintiff calculates Defendant’s damages for this claim up to \$2,710 in unpaid  
14 overtime.

15 22. Defendant also allegedly failed to provide Class Members with legally  
16 compliant rest periods, or premium wages of one hour’s pay in lieu thereof, as  
17 required by Labor Code §§ 226.7 and IWC Wage Order 4-2001. Class Members  
18 were allegedly denied, and therefore unable to take, 10-minute rest periods for every  
19 four hours of work or major fraction thereof, but were not paid premium wages of  
20 one hour’s pay for each missed, denied, and unauthorized rest period. When they  
21 were able to take a rest period, they were often late, cut short, or on-duty. Plaintiff  
22 contends that she rarely, if ever, took a rest period. Her manager would leave the  
23 store and did not give Plaintiff and other Class Members permission to take their rest  
24 periods. According to the time and wage records provided by Defendant informally,  
25 Defendant never paid Class Members a rest period premium for any missed, short, or  
26 on-duty rest period. Plaintiff calculates Defendant’s rest period damages at \$260,200  
27 based on an estimated 50% violation rate.

23. Defendant allegedly failed to permit or authorize Class Members to take timely 30-minute meal periods for shifts greater than 5 hours in length, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 4-2001. Labor Code § 512 provides that employers may not employ employees for work periods of more than five (5) hours without providing a 30-minute meal period starting no later than the end of the 5th hour. Class Members were routinely unable to take a proper meal period when they worked shifts in excess of five (5) hours in duration and a second meal period when they worked shifts in excess of ten (10) hours in duration. When Class Members did receive a meal period, they were frequently late (after the fifth hour of work). Plaintiff contends that almost all of her meal periods were well after the fifth hour of work. The wage and time data provided by Defendant through informal discovery show a meal period violation rate of 27.6% and a remarkable 74.1% of all pay periods during the PAGA Period exhibit some form of meal period violation. 100% of shifts between 10 and 12 hours had no second meal period recorded. What's more, Defendant never paid any meal period premiums during the Class Period. Significant meal period premiums are owed. Plaintiff calculates Defendant's meal period damages at \$142,733.

24. Class Members were allegedly required to incur expenses in the performance of their job duties for which they are not fully reimbursed, in violation of Labor Code § 2802. Class Members were required to use their personal cell phones in connection with their job duties for Defendant, but they contend that they were not fully reimbursed for these expenses. Defendant required Class Members to communicate and outreach with its clients, but it only provided employees with a work cell phone after 90 days of employment. Class Members were required to use their personal cell phones during their first 90 days of employment, but were not reimbursed for these expenses. Defendant has shown no evidence of reimbursement of these expenses and the wage statements confirm the failure to reimburse these expenses whatsoever. This violates Labor Code § 2802. Plaintiff calculates \$5,670 in

1 unreimbursed expenses (based on \$30 per month, for 3 months, per employee, for cell  
2 phone expenses).

3 25. Defendant also allegedly failed to issue Class Members accurately  
4 itemized wage statements. Class Members were not paid all wages due, as detailed  
5 above. As a result, the wage statements issued by Defendant to Class Members fail  
6 to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1),  
7 total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in  
8 violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during  
9 the pay period and the corresponding number of hours worked at each hourly rate, in  
10 violation of Labor Code § 226(a)(9). Plaintiff calculates the damages for this claim at  
11 \$114,050.

12 26. Finally, Defendant failed to pay Class Members all wages due upon  
13 separation of employment, in violation of Labor Code §§ 201-202. As Defendant  
14 failed to pay Class Members all wages due during the course of employment, as  
15 alleged above, these wages remained due and owing upon separation of employment.  
16 Plaintiff calculates statutory penalties on this claim at \$120,431.

17 **The Settlement Terms in Light of These Risks:**

18 27. It is our judgment that Defendant's defenses to certification and liability  
19 are an important basis for validating the reasonableness of the settlement amount.  
20 Defendant has consistently maintained that it has ample legal and factual grounds for  
21 defending this action on both class and merits issues. Considering the risks going  
22 forward, the present settlement represents an excellent compromise of Plaintiff's and  
23 Class Members' claims.

24 28. The settlement for each participating Class Member is fair, reasonable,  
25 and adequate, given the inherent risk of litigation, the risk relative to class  
26 certification and the costs of pursuing such litigation. The fairness of the settlement  
27 is demonstrated by the uncertainty and risks to the Plaintiff and the Class both in not  
28 prevailing on one or more causes of action or theories alleged in the Complaint and in

1 non-certification. Although we are confident that all of the elements necessary for  
2 certification are satisfied in this case, the risk of non-certification is always present.  
3 Defendant has adamantly disputed that Plaintiff will be able to certify any class and  
4 that the Class Members were entitled to recovery under any of the theories alleged. If  
5 the Class were not certified, most Class Members would likely not be able to pursue  
6 their individual claims against Defendant because 1) their individual claims would  
7 not be large enough to provide incentive to litigate individually, and 2) they may not  
8 know their claims even exist. The settlement takes these risks into account and is a  
9 good compromise for the damages of absent Class Members.

10 29. Prosecution of this case will result in tangible benefits for the Class  
11 Members in the following respects: (1) by this settlement, Class Members will  
12 receive their recoveries over a reasonably short period of time as opposed to waiting  
13 additional years for the same, or a possibly worse, result; and (2) settlement at this  
14 juncture will translate into significant savings in our attorney's fees and costs which  
15 would have only increased exponentially had the case progressed through trial,  
16 appeals, etc.

17 **Suitability of the Action for Class Certification:**

18 30. To date, no class has been certified. The Settlement Stipulation reached  
19 among the Parties contains a provision pursuant to which we stipulate to the Court's  
20 provisional certification of the Settlement Class, but do so for purposes of this  
21 settlement only.

22 31. As proposed Class Counsel, and based on the discovery to date, I am  
23 confident that Plaintiff could successfully prove that this action meets the  
24 requirements of class certification under Rule 23.

25 32. The class consists of approximately 63 members. Therefore, joinder of  
26 their individual claims would be impractical and the numerosity requirement is  
27 satisfied for settlement purposes.  
28

1           33. Here, the Settlement Class Members all seek the same remedies under  
2 identical laws, all relating to Defendant's alleged uniform policies and practices  
3 related to overtime wage payment, meal and rest breaks, and expense reimbursement  
4 (and derivative claims). Plaintiff submits that the same factual predicates apply to  
5 each and every Class Member and the Settlement compensates Class Members for  
6 these common claims.

7           34. It is Plaintiff's position that her claims are not only typical of those of all  
8 Class Members – they are identical. Plaintiff Orin alleges that the same employment  
9 policies – the payment of overtime, meal and rest breaks, and expense reimbursement  
10 – were applied to her as they were to each and every Settlement Class Member.

11           35. Here, Plaintiff Orin has interests directly aligned with all Class Members  
12 and has vigorously prosecuted this case on their behalf. She has no apparent conflicts  
13 with Class Members. She has demonstrated her commitment to prosecute this Action  
14 on their behalf through its conclusion.

15           36. Under the proposed Settlement, Ms. Orin will request a modest service  
16 payment – \$10,000 – for her significant time and efforts assisting Class Counsel with  
17 factual issues surrounding the case and for her participation in the litigation.

18           37. My co-counsel and I are highly experienced litigators, with more than  
19 five decades of collective litigation experience. Each of the attorneys working on this  
20 matter has substantial experience prosecuting complex class action cases in the  
21 employment context. As such, there is no conflict of interest between the Named  
22 Plaintiff, proposed Class Counsel, and the Settlement Class Members, and the  
23 adequacy element is met.

24           38. With respect to the predominance inquiry required under Rule 23(b)(3),  
25 Plaintiff submits that the proposed Settlement Class is sufficiently cohesive because  
26 all Settlement Class Members share a common nucleus of facts and potential legal  
27 remedies – the same facts and law govern their claims; this Court could try their  
28 claims in representative fashion by common evidence regarding Plaintiff's and Class

1 Members' claims, and identical law applies. Few factual issues are individualized to  
2 Class Members – the policies applied by Defendant to all Class Members will drive  
3 the resolution of the litigation. All of the Settlement Class Members seek relief based  
4 on the same allegations and factual predicates (e.g. uniform policies and practices  
5 relating to overtime payment, meal breaks, and expense reimbursement). As a result,  
6 common questions of law and fact predominate here.

7 39. Perhaps the most persuasive argument in favor of the superiority of class  
8 treatment here is the relative size of the alleged violations by Defendant; were a class  
9 not certified, many (if not all) Class Members would not bring claims for the  
10 violations alleged, because few (if any) know that Defendant's conduct is allegedly  
11 unlawful and few would have the incentive to pursue litigation over these small  
12 claims. As a result, class treatment is a superior method for adjudicating these  
13 claims, and a class action is the preferred method of resolution.

14 **Class Counsel's Attorneys' Fees and Costs:**

15 40. The Parties have agreed that Class Counsel will seek no more than  
16 \$83,333.33 (i.e., one-third of the Gross Settlement Amount) in attorneys' fees, which  
17 will be less than our projected lodestar through the conclusion of this matter. This  
18 agreement is fully disclosed in the Stipulation of Settlement. Any attorneys' fees  
19 awarded are subject to this Court's approval at the final approval hearing, in advance  
20 of which Plaintiff will file a formal noticed motion.

21 41. This Court can appreciate that litigating a high stakes case against a  
22 large corporate defendant represented by a highly respected law firm in an evolving  
23 area of law is not appealing to most lawyers, particularly when the plaintiff's lawyer  
24 will have to finance the litigation. This case was taken solely on a contingency basis  
25 and is not a case undertaken lightly. The risk of advancing substantial costs in this  
26 type of litigation can be very high.

27 42. We have expended substantial time to date litigating the case and  
28 bringing it to fruition. We expect to spend substantial more time through a

1 comprehensive notice and claims program and final approval process. We have  
2 aggressively litigated this case from the start.

3 43. Finally, the Stipulation of Settlement provides that we will seek to  
4 recover litigation costs of no more than \$13,000 from the Gross Settlement Amount.  
5 We will submit an itemized statement of costs incurred to the Court for its approval.

6 I declare, under penalty of perjury, under the laws of the United States, that the  
7 foregoing is true and correct. Executed this 13<sup>th</sup> day of December, 2023 at Westlake  
8 Village, California.

9  
10 /s/ Daniel F. Gaines  
11 DANIEL F. GAINES  
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# **EXHIBIT A**

*Adams v. Newell Rubbermaid*, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

*Adams v. Sam's West, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1403987

*Agredano v. GS Brothers, Inc.*, Los Angeles County Superior Court, Case No. BC445561

*Allen v. Toms Sierra Company*, Nevada County Superior Court, Case No. CU18-082823

*Allen v. Valley Inventory Service, Inc.*, Solano County Superior Court, Case No. FCS034682

*Alvarez v. Pilot Travel Centers, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

*Alonzo v. Camblin Steel Service, Inc.*, Placer County Superior Court, Case No. SCV0034165

*Amenhotep v. Google, Inc.*, Santa Clara County Superior Court, Case No. 17CV311528

*Anaya v. Progressive Logistics Services, LLC*, Riverside County Superior Court, Case No. RIC1308270

*Andre v. Newell Rubbermaid, Inc.*, San Bernardino County Superior Court, Case No. CIVVS1200282

*Anduha v. ABC Phones of North Carolina, Inc.*, Stanislaus County Superior Court, Case No. 2022729

*Anslow v. Wellington Energy, Inc.*, USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

*Aranda, et al. v. Universal Lumpers of California, Inc.*, San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

*Armendariz v. Integrated Pain Management Medical Group, Inc.*, Kern County Superior Court, Case No. BCV-19-100267-SDS

*Barrow, et al. v. Desmond Foods, L.P.*, Sacramento County Superior Court, Case No. 34-2015-00187227

*Batmanghelich v. Sirius XM Radio Inc.*, USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

*Bosser v. Hooked on Solar*, Yolo County Superior Court, Case No. CVCV-2016-876

*Bourland v. Horizon Personnel Services, Inc.*, Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

*Bowen v. IMI Material Handling Logistics, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

*Branson v. Mladen Buntich Construction*, San Bernardino County Superior Court, Case No. CIVDS1609129

*Brandt v. Sacramento Auto Insurance Center, Inc.*, San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

*Brown v. 22nd District Agricultural Association*, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

*Brown v. Sierra Central Credit Union*, Sutter County Superior Court, Case No. CVCS18-0002161

*Burgess v. Blue Cross and Blue Shield of South Carolina*, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

*Burgess v. Strategic Retail Solutions, LLC*, Los Angeles County Superior Court, Case No. BC413791

*Calhoun v. Celadon Trucking Services, Inc.*, USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

*Caporicci v. Owens & Minor Distribution, Inc.*, San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

*Carl v. Advanced Call Center Technologies, LLC*, Sacramento County Superior Court, Case No. 34-2013-00148310

*Carlisle, et al. v. Professional Technical Security Services, Inc.*, Case No. CGC18569791

*Carrete v. Gamestop, Inc.*, Imperial County Superior Court, Case No. ECU08501

*Carrillo v. Bimbo Bakeries, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1606813

*Caudillo v. Aegis Treatment Centers, LLC*, Merced County Superior Court, Case No. 18CV-0744

*Cerami v. Metlife, Inc.*, USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

*Charles v. Aaron's Inc.*, Los Angeles County Superior Court, Case No. BC431468

*Charles v. Nursefinders, LLC*, Imperial County Superior Court, Case No. ECU07422

*Cheifer v. JetBlue Airways Corporation*, Los Angeles County Superior Court, Case No. BC451887

*Cheifer, et al. v. WHGM, Inc.*, Los Angeles County Superior Court, Case No. LC104900

*Chong, et al. v. Crescent Northwoods Inn, Inc.*, Del Norte County Superior Court, Case No. CVUJ-2018-1133

*Church v. GameStop, Inc., et. al.*, USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

*Clothier v. Spar Marketing Services, Inc.*, Alameda County Superior Court, Case No: RG12-639317

*Coleman v. Wireless Lifestyle, Inc.*, USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

*Colombo-Beyeler, et al. v. Viking River Cruises, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1611608

*Conlee v. Clark Pacific Corporation*, Yolo County Superior Court, Case No. CV14-1409

*Contreras v. Osmose Utilities Services, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1513998

*Contreras v. West American Service Corporation*, Kings County Superior Court, Case No. 14C0280

*Corona v. Yosemite Meat & Locker Service, Inc.*, Stanislaus County Superior Court, Case No. 2006828

*Cortellessa v. Dotnext, Inc.*, Alameda County Superior Court, Case No. RG09429971

*County v. Ingram Mirco, Inc.*, San Bernardino Superior Court, Case No. CIVRS 1304445

*Covarrubias, et al. v. Petersendean Builder Group, Inc.*, Kern County Superior Court, Case No. BCV-16-101122

*Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf*, San Bernardino County Superior Court, Case No. CIVDS1719283

*Cruz-Garcia v. Lemonade Restaurant Group, LLC*, Los Angeles County Superior Court, Case No. BC478205

*Cunningham v. Performance Contracting, Inc.*, Contra Costa County Superior Court, Case No. C16-02157

*Dabney v. Coneybeare, LLC, et al.*, Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

*Dabney, et al. v. Panera, LLC.*, San Bernardino County Superior Court, Case No. CIVDS1516030

*Diaz, et al. v. Seaworld Entertainment, Inc.*, Imperial County Superior Court, Case No. ECU10046

*Diggs v. Western Waterproofing Company, Inc.*, San Francisco County Superior Court, Case No. CGC-14-539281

*Dismuke v. Rhodes Retail Services, Inc.*, Sacramento County Superior Court, Case No. 34-2011-00105001

*Dorsette v. TA Operating, LLC*, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

*Duran v. The Image of California, Inc.*, Kern County Superior Court, Case No. S-1500-CV-284056 DRL

*Edwards v. Trans World Entertainment Corp.*, San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

*Esakhani v. Central Valley Gaming*, Stanislaus County Superior Court, Case No. 2020667

*Escobar v. SMSSI of California, Inc.*, San Francisco Superior Court, JCCP No. 4776

*Espinosa v. Taltech Construction, et al.*, Los Angeles County Superior Court, Case No. BC590176

*Espinosa v. Bodycote Thermal Processing, Inc.*, Los Angeles County Superior Court, Case No. BC501617

*Espinoza v. Pabco Building Products, LLC*, Los Angeles County Superior Court, Case No. VC065660

*Estrada v. Net Source Communications, Inc.*, Los Angeles County Superior Court, Case No. BC431169

*Estrada v. OS Restaurant Services, LLC*, Santa Clara County Superior Court, Case No. 16CV293249

*Estupinan v. Global Development Strategies, Inc.*, Santa Clara County Superior Court, Case No. 110CV178898

*Fadhl. v. Siemens Healthcare Diagnostics Inc.*, Sacramento County Superior Court, Case No. 34-2017-00209518

*Fernandez v. The Regents of the University of California*, Los Angeles County Superior Court, Case No. BC656256

*Ferrer v. Dish Network Corporation*, Los Angeles County Superior Court, Case No. BC441354

*Findora v. Barry Callebaut USA LLC*, Napa County Superior Court, Case No. 19CV000219

*Flores v. Cintas Corporation*, Los Angeles County Superior Court, Case No. BC400422

*Friel v. Midwest Construction Services, Inc.*, San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

*Gagnon v. Banc of California*, Contra Costa County Superior Court, Case No. C 15-00196

*Galarza v. Bayou Well Services, LLC*, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

*Galarza v. C & H Testing Service LLC*, Kern County Superior Court, Case No. BCV-15-100008 SPC

*Garcia v. Old Dominion Freight Line, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1404636

*Geer v. Applied Aerospace Structures Corp.*, San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

*Getz v. California Cinema Investments, Inc.*, Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

*Gibbs v. M. Lehmann Enterprises*, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

*Gilles v. Schaefer Ambulance Service Inc.*, Imperial County Superior Court, Case No. ECU07970

*Goldman, et al. v. Defender's, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

*Gomez v. Low Desert Empire Pizza, Inc.*, San Bernardino County Superior Court, Case No. CIVVS900392

*Gomez v. Pizza Hut of Southeast Kansas, Inc.*, San Bernardino County Superior Court, Case No. CIVVS900679

*Gonzalez v. Harris Farms, Inc.*, USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

*Guerrero v. Main Electric Supply Company LLC*, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

*Gutierrez v. Asset Management Specialists, Inc.*, Fresno County Superior Court, Case No. 12CECG03577

*Gutierrez v. Linkus Enterprises, Inc.*, Madera County Superior Court, Case No. MCV065774

*Gutierrez v. Shiekh, LLC*, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

*Hairston v. Stanislaus Surgical Hospital*, Stanislaus County Superior Court, Case No. CV-19-000651

*Hindman v. Service Quick, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1724229

*Hogan v. iMobile of CA LLC*, San Bernardino County Superior Court, Case No. CIVDS1409263

*Hogan v. Wireless Evolution Inc.*, Riverside County Superior Court, Case No. MCC1300669

*Hogan v. Wireless That's It! LLC*, Riverside County Superior Court, Case No. RIC1201997

*Holmes v. Bottling Group, LLC*, Stanislaus County Superior Court, Case No. 2022584

*Hooper, et al. v. URS Midwest, Inc., et al.*, San Bernardino Superior Court, Case No. CIVDS1607489

*Humphrey v. Freedomroads, LLC*, Shasta County Superior Court, Case No. 178228

*Hurtado v. Rush Truck Centers of California, Inc.*, Los Angeles County Superior Court, Case No. BC427672

*Hyde v. Dent Wizard International Corporation*, Sacramento County Superior Court, Case No. 34-2015-00173882

*Ibrihim v. Imperfect Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

*Id-deen v. Educational Services of America*, Solano County Superior Court, Case No. FCS040803

*Isherwood v. Mason Dixon Intermodal, Inc.*, San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

*Jahanbin v. Pacific Mercantile Bank*, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

*Jenkins v. Sedgwick Claims Management Services, Inc.*, Los Angeles Superior Court, Case No. LC101648

*Job v. California Security Services*, Yuba County Superior Court, Case No. 14-0000820

*Johnson v. The Goodyear Tire & Rubber Company*, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

*Jolin v. Bay Cities Recovery, Inc.*, El Dorado County Superior Court, Case No. PC20100458

*Jordan v. Sutter Memorial Hospital*, Stanislaus County Superior Court, Case No. 2023344

*Keebaugh v. Mike Thompson Recreational Vehicles*, San Bernardino County Superior Court, Case No. CIV-DS-1500718

*Kelly v. Robin's Enviro Vac, Inc.*, Kern County Superior Court, Case No. S-1500-CV-282277 DRL

*King v. Levy Premium Foodservice Limited Partnership*, Alameda County Superior Court, Case No. HG15786353

*Kunsman v. Punch Bowl Sacramento, LLC, et al.*, Sacramento County Superior Court, Case No. 34-2018-00243175

*LaFear v. Encore Education Corporation*, San Bernardino County Superior Court, Case No. CIVDS1802251

*Lanzarin v. AWI Management Corporation*, Solano County Superior Court, Case No. FCS041809

*Lee, et al. v. Foster Dairy Farms*, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

*Lemus, et al. v. Eastridge Workforce Technology, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS-1611470

*Lewis v. American Casino & Entertainment Properties LLC*, San Bernardino County Superior Court, Case No. CIVDS1719094

*Lemus v. On Assignment Staffing Services*, San Bernardino County Superior Court, Case No. CIV-DS-1600497

*Leon v. Piercey West Inc.*, Los Angeles County Superior Court, Case No. BC656874

*Lopez v. Creative Communication Technologies, Inc.*, Imperial County Superior Court, Case No. ECU07851

*Lopez v. Go Green Auto Spa Franchise, Inc., et al.*, Los Angeles County Superior Court, Case No. BC 562212

*Lopez v. Truck Accessories Group, LLC*, Yolo County Superior Court, Case No. CV13798

*Ludlow v. Prince Telecom, LLC*, Stanislaus County Superior Court, Case No. 684239

*Luna v. Express Locations, LLC*, Imperial County Superior Court, Case No. ECU09779

*Macias v. American Tire Distributors, Inc.*, Kern County Superior Court, Case No. BCV-18-101586

*Maldonado v. Hardwood Flooring Liquidators, Inc.*, Los Angeles County Superior Court, Case No. BC642170

*Mansfield v. Cambridge Real Estate Services, Inc.*, Butte County Superior Court, Case No. 160175

*Martinez v. DPI Specialty Foods West*, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

*Martinez v. Styles For Less, Inc.*, San Bernardino County Superior Court, Case No. CIVVS1203057

*Mayne v. John Muir Behavioral Health*, Contra Costa County Superior Court, Case No. C17-00998

*Maze v. Bulldog Freightway, Inc.*, Imperial County Superior Court, Case No. ECU08716

*McCormick v. G & O Body Shop, Inc.*, El Dorado Superior Court, Case No. PC20130291

*McCrary v. Campbell Soup Supply Company*, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

*McDaniel v. Vancary, Inc.*, Tulare County Superior Court, Case No. 268036

*Melgar-Farela v. Guardian Compliance, Inc.*, Los Angeles County Superior Court, Case No. BC481865

*Mendiola v. Tyco Electronics Corporation*, Riverside County Superior Court, Case No. RIC1400721

*Mettler v. Les Schwab Tire Centers of California, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

*Miller v. California Subshine, Inc.*, Los Angeles County Superior Court, Case No. BC637754

*Miller v. Southwest Airlines Co.*, USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

*Mitchell v. Crossmark, Inc.*, USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

*Moghrabi v. Vitaligent, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

*Molina v. Berkshire Hathaway Energy Company, et al.*, Imperial County Superior Court, Case No. ECU000522

*Moore v. Horizon Solar Power, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1410001

*Murray v. Select Media Services, LLC*, Los Angeles County Superior Court, Case No. BC424506

*Myles v. Central Transport LLC*, San Bernardino County Superior Court, Case No. CIVDS1401434

*Navarro v. Mariana Packing Co., Inc.*, Solano County Superior Court, Case No. FCS045935

*Nehrlich, et al. v. RPM Mortgage, Inc.*, Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

*Overton v. Hat World, Inc.*, USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

*Perez v. Alcatel-Lucent USA Inc.*, Imperial County Superior Court, Case No. ECU07977

*Perez v. Major Gloves and Safety, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1710445

*Perry v. Cardinal Health 200, LLC*, Solano County Superior Court, Case No. FCS035303

*Phraxayavong-Briones v. RSM, Inc.*, Sacramento County Superior Court, Case No. 34-2012-00117524

*Pugh v. Wi Spa, LLC*, Imperial County Superior Court, Case No. ECU07932

*Quist v. Knight Transportation, Inc.*, San Bernardino Superior Court, Case No. CIVDS 1615414

*Quitco v. Aviation Fuel Systems Repair, Inc.*, San Bernardino Superior Court, Case No. CIVRS1302311

*Rambeau v. C.C.M. Corporation, et al.*, Sacramento County Court, Case No. 34-2018-00244842

*Rankins v. Roman Empire Living Skills, Inc.*, Los Angeles County Superior Court, Case No. BC713399

*Rees v. Advantel, Incorporated*, Santa Clara County Superior Court, Case No. 16-CV-292219

*Renfrow v. Janra Enterprises, Inc.*, Sacramento County Superior Court, Case No. 3402010-00080471

*Reynolds v. Diamond Pet Food Processors of Ripon*, San Joaquin County Superior Court, Case No. 39-2014-00310818

*Richard v. A-Para Transit Corp.*, Alameda County Superior Court, Case No. HG17870373

*Richardson v. TEC Equipment, Inc., et al.*, Los Angeles County Superior Court, Case No. VC065536

*Robles v. North County Health Project Incorporated*, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

*Rodas v. Monetary Management of California, Inc.*, USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

*Rodriguez v. 20/20 Plumbing & Heating, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1705362

*Rodriguez v. Commerce Distribution Company*, Los Angeles County Superior Court, Case No. BC656259

*Rodriguez v. Valley Oak*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

*Roden v. Service Champions*, San Bernardino County Superior Court, Case No. CIVDS1613183

*Russell v. Bradshaw International*, Imperial County Superior Court, Case No. ECU00853

*Rutledge, et al. v. Healthport Technologies, LLC*, Alameda County Superior Court, Case No. RG16835813

*Sabala v. Econtactlive, Inc.*, Stanislaus County Superior Court, Case No. 684981

*Sabatier v. Picture Perfect Installation, Inc.*, Riverside County Superior Court, Case No. RIC10004953

*Salameh v. Sonomaidence OPCO, LLC*, Sonoma County Superior Court, Case No. SVC264228

*Salazar v. Tag-3 Medical Investment Group, LLC*, Los Angeles County Superior Court, Case No. BC527698

*Salbeck v. Ingredion Incorporated*, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

*Sampson v. Healthnet of California Inc.*, Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

*Sanchez v. Don Roberto Jewelers, Inc.*, Imperial County Superior Court, Case No. ECU06819

*Sanders v. Lionakis*, Sacramento County Superior Court, Case No. 34-2017-00223601

*Santana v. United Staffing Associates, LLC*, Tulare County Superior Court, Case No. 249338

*Schrader v. Adidas Promotional Retail Operations, Inc.*, Los Angeles County Superior Court, Case No. BC414168

*Sebrell v. Pomeroy IT Solutions*, San Bernardino County Superior Court, Case No. CIVDS1721560

*Seymour v. Quest Service Group, LLC*, Sacramento County Superior Court, Case No. 34-2017-00206917

*Silva v. Trical*, San Benito County Superior Court, Case No. CU-16-00218

*Simler v. Polly's Inc.*, Riverside County Superior Court, Case No. RIC 1117862

*Sipin, Scott v. Salesforce.com, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

*Skuro v. BMW of North America, LLC*, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

*Smith v. Steelcase, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1725850

*Sohal v. Foster Poultry Farms*, Stanislaus County Superior Court, Case No. 2026605

*Solomon v. City of Los Angeles*, Los Angeles County Superior Court, Case No. BC570345

*Solano v. Vozzcom, Inc.*, Imperial County Superior Court, Case No. ECU09519

*Smith, et al. v. Sente Development, Inc.*, Sacramento County Superior Court, Case No. 34-2016-00196614

*Solorzano v. FDS Manufacturing Corporation*, Los Angeles County Superior Court, Case No. BC542532

*Solowitz v. BakeMark USA LLC*, Los Angeles County Superior Court, Case No. BC467838

*Spampinato v. Wind & Sea Restaurants, Inc.*, San Bernardino County Superior Court, Case No. CIVVS1205154

*Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc.*, San Bernardino County Superior Court, Case No. C IVDS1712220

*Stephens v. C.S., Inc.*, Riverside County Superior Court, Case No. PSC1301224

*Stevenson v. Harvest Management Sub LLC*, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

*Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources*, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

*Thompson v. Sidhu Truck Line, Inc.*, Kern County Superior Court, Case No. BCV-15-101308-DRL

*Tigas v. Ajilon Communications*, Los Angeles County Superior Court, Case No. BC409737

*Torres v. Coastal Employment Inc.*, Los Angeles County Superior Court, Case No. BC529207

*Tran v. CSP Fiber Services*, San Bernardino County Superior Court, Case No. CIVDS172758

*Tripp v. California Guest Services, Inc.*, Plumas County Superior Court, Case No. CV16-00036

*Valdez v. Diamond Landscaping, Inc.*, Los Angeles County Superior Court, Case No. BC497097

*Valencia v. American Team Managers, Inc.*, Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

*Van Son v. Rush Truck Centers of California, Inc.*, Los Angeles County Superior Court, Case No. BC494747

*Vasquez v. Schurman Fine Papers*, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

*Velasquez v. Modesto Ventures, LLC*, Sacramento County Superior Court, Case No. 32-2012-00126159

*Victoria v. Bali Limousines Inc.*, San Mateo County Superior Court, Case No. CIV507774

*Victorian v. Vision X, Inc.*, Los Angeles County Superior Court, Case No. BC400333

*Wade v. Frito Lay*, Kern County Superior Court, Case No. BCV-17-102014

*Walls v. E. & J. Gallo*, Stanislaus County Superior Court, Case No. 2015874

*Warner v. Waterdrops Express Car Wash, LLC*, Tulare County Superior Court, Case No. 265708

*Waybright v. EAH, Inc.*, Stanislaus County Superior Court, Case No. 2011677

*Weiss v. C.A.R. Enterprises, Inc.*, Riverside County Superior Court, Case No. RIC1113165

*White v. Sally Beauty Supply, LLC*, Imperial County Superior Court, Case No. ECU08177

*Williams v. Dennis Dillon RV, LLC*, San Bernardino County Superior Court, Case No. CIVDS 16006879

*Williams v. Closet World, Inc.*, Los Angeles County Superior Court, Case No. BC400178

*Williams v. Progress Rail Services Corporation*, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

*Wing v. Three Group, Inc.*, Los Angeles County Superior Court, Case No. BC643883

*Wilson v. ALSCO, Inc.*, Imperial County Superior Court, Case No. ECU07406

*Wilson v. Michael C. Stead, Inc.*, Contra Costa Superior Court, Case No. C1400135

*Winningham v. Storer Transportation Service*, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

*Woody v. WBN Home Design*, San Bernardino County Superior Court, Case No. CIVDS1613367

*Woods, et al. v. F&B Innovations, LLC*, San Bernardino County Superior Court, Case No. CIVDS1717765

*Woodyard v. Bellus ALC Acquisition, LLC*, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

*Wright v. Social Vocational Services, Inc.*, Kern County Superior Court, Case No. BCV-15-101264

*Ybarra v. New Legend, Inc.*, Sutter County Superior Court, Case No. CVCS-16-2097

*Zaragoza v. Center Automotive, Inc.*, Los Angeles Superior Court, Case No. BC505194

# **EXHIBIT B**

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

13 LINDSAY ORIN, on behalf of herself  
14 and all others similarly situated and on  
15 behalf of the general public,

16 Plaintiff,

17 v.

18 CAL. DEL. U.S.A. INC., a California  
19 corporation, and DOES 1 through 10,  
20 inclusive,

21 Defendant.  
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Case No. 2:23-cv-03404-FMO-KS

**STIPULATION AND  
SETTLEMENT OF CLASS,  
COLLECTIVE AND  
REPRESENTATIVE ACTION**

[Los Angeles County Superior Court  
Case No. 23STCV07181]

[State Court  
Complaint Filed: April 3, 2023]

**STIPULATION AND SETTLEMENT OF CLASS, COLLECTIVE  
AND REPRESENTATIVE ACTION**

I. Subject to final approval by the Court, which counsel and the Parties agree to diligently pursue and recommend in good faith, Plaintiff Lindsay Orin (“Plaintiff”), individually and on behalf of all others similarly situated and alleged aggrieved employees, on the one hand, and Defendant Cal. Del. U.S.A. Inc. (“Defendant”), on the other hand (collectively, the “Parties” and individually, a “Party”), hereby agree to the following binding settlement of the class, collective and representative action designated Lindsay Orin v. Cal. Del. U.S.A. Inc., et al., United States District Court, Central District of California, Case No. 2:23-cv-03404-FMO removed from the Los Angeles Superior Court, Case No. 23STCV07181, as amended (the “Action”), pursuant to the terms and conditions set forth below (the “Settlement,” “Settlement Agreement” or “Agreement”). Upon the Effective Date, the payment by Defendant of all monies due under the Agreement, and the conclusion of the Settlement administration, Plaintiff shall file with the Court (1) a Satisfaction of Judgment; and (2) a declaration from the Settlement Administrator certifying that all payments have been distributed, as more fully set forth herein.

**II. Definitions.**

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

**A. “Action.”**

The case titled Lindsay Orin v. Cal. Del. U.S.A. Inc., et al., United States District Court, Central District of California, Case No. 2:23-cv-03404-FMO removed from the Los Angeles Superior Court, Case No. 23STCV07181, as amended.

**B. “Aggrieved Employees.”**

All current and former non-exempt employees of Defendant employed in California at any time during the PAGA Period.

**C. “Amended Complaint.”**

1 The amended complaint Plaintiff filed on July 19, 2023, after seeking  
2 and receiving Court approval, to add a claim under the California Private Attorneys  
3 General Act ("PAGA"), and any and all other claims/causes of action encompassed  
4 by the Released Claims.

5 **D. "Attorneys' Fees and Costs."**

6 The attorneys' fees agreed upon by the Parties and approved by the  
7 Court for Class Counsel's litigation and resolution of the Action, and all costs  
8 incurred and to be incurred by Class Counsel in the Action, including, but not limited  
9 to, costs associated with documenting the Settlement, securing the Court's approval  
10 of the Settlement, any expert expenses, and securing an entry of judgment on all  
11 claims in the Action which are covered by the Released Claims as defined herein.  
12 Class Counsel will request attorneys' fees not to exceed one-third (1/3) of the Gross  
13 Settlement Amount of \$250,000.00, which is estimated to be \$83,333.33. The costs  
14 requested to be reimbursed will not exceed \$13,000.00. The attorneys' fees and costs  
15 awarded are subject to the Court's approval. Defendant has agreed not to oppose  
16 Class Counsel's request for attorneys' fees and reimbursement of costs and expenses  
17 as set forth above. Such Attorneys' Fees and Costs shall be paid from the Gross  
18 Settlement Amount. Class Counsel will be issued an IRS Form 1099 for the  
19 Attorneys' Fees and Costs detailed in this Section and shall be solely and legally  
20 responsible for paying all applicable taxes on the payment made pursuant to this  
21 Section. Class Counsel will file their Motion for Attorneys' Fees and Costs and Class  
22 Representative Enhancement Payment no later than the date of mailing of the Notice  
23 of Class Action Settlement to Class Members.

24 **E. "Claims Administrator."**

25 ILYM Group, Inc. shall be the third-party class action settlement claims  
26 administrator as agreed to by the Parties and approved by the Court for the purposes  
27 of administering this Settlement. The Parties each represent that they do not have any  
28

1 financial interest in the Claims Administrator or otherwise have a relationship with  
2 the Claims Administrator that could create a conflict of interest.

3 **F. "Claims Administration Costs."**

4 The costs payable from the Gross Settlement Amount to the Claims  
5 Administrator for administering this Settlement, including, but not limited to,  
6 printing, distributing, and tracking documents for this Settlement, calculating  
7 estimated amounts per Class Member, tax reporting, distributing the Gross Settlement  
8 Amount, and providing necessary reports and declarations, and other duties and  
9 responsibilities set forth herein to process this Settlement Agreement, and as  
10 requested by the Parties. The Claims Administration Costs will be paid from the  
11 Gross Settlement Amount, including, if necessary, any such costs in excess of the  
12 amount represented by the Claims Administrator as being the maximum costs  
13 necessary to administer the Settlement. The Claims Administration Costs are  
14 currently estimated to be \$3,000. To the extent actual Claims Administration Costs  
15 are greater than \$3,000, such excess amount will be deducted from the Gross  
16 Settlement Amount, subject to the Court's approval. The Claims Administration  
17 Costs will be paid no later than fifteen (15) calendar days following the Effective  
18 Date.

19 **G. "Class Counsel."**

20 Attorneys for GAINES & GAINES, APLC shall be appointed Class  
21 Counsel upon approval by the Court.

22 **H. "Class List."**

23 A complete list of all Class Members that Defendant will diligently and  
24 in good faith compile from their records and provide to the Claims Administrator  
25 within fourteen (14) calendar days after Preliminary Approval of this Settlement.  
26 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and  
27 will include each Class Member's full name, most recent mailing address, telephone  
28 number, Social Security number, dates of employment (*i.e.*, hire date and termination

1 date, if applicable), approximate number of workweeks, and any other relevant  
2 information needed to calculate settlement payments.

3 **I. “Class Member(s)” or “Settlement Class.”**

4 All current and former non-exempt employees of Defendant employed in  
5 California at any time during the Class Period.

6 **J. “Class Period.”**

7 The period from April 3, 2019 through the date of Preliminary Approval  
8 or December 4, 2024, whichever occurs first.

9 **K. “Class Representative Enhancement Payment.”**

10 The amount to be paid to Plaintiff in recognition of her effort and work  
11 in prosecuting the Action on behalf of Class Members and for her general release of  
12 all claims. Subject to the Court granting Final Approval of this Settlement  
13 Agreement, Plaintiff will request Court approval of a Class Representative  
14 Enhancement Payment of \$10,000.00. Plaintiff will be issued an IRS Form 1099 in  
15 connection with her respective Class Representative Enhancement Payment. Plaintiff  
16 shall be solely and legally responsible for paying any and all applicable taxes on this  
17 payment and shall hold Defendant harmless from any claim or liability for taxes,  
18 penalties or interest arising as a result of the payment. The Class Representative  
19 Enhancement Payment will be paid from the Gross Settlement Amount and will be in  
20 addition to Plaintiff’s Individual Settlement Payment paid pursuant to the Settlement,  
21 and is conditioned on Plaintiff’s execution of this Settlement Agreement. Defendant  
22 makes no representations as to the tax treatment or legal effect of the payment called  
23 for herein, and Plaintiff is not relying on any statement or representation by  
24 Defendant or its counsel in this regard.

1           **L.     “Defendant.”**

2                     Cal. Del. U.S.A. Inc.

3           **M.     “Effective Date.”**

4                     The date on which the Final Award becomes final. For purposes of this  
5     Section, the Final Award “becomes final” only after the Court grants the Motion for  
6     Final Approval and upon service of the Notice of Entry of Order and/or Judgment.

7           **N.     “Final Approval” or “Final Award.”**

8                     The Court entering an Order Granting Final Approval of the Settlement  
9     Agreement and Judgment.

10          **O.     “Gross Settlement Amount.”**

11                    The sum of \$250,000.00 to be paid by Defendant in full satisfaction of  
12     all claims arising from the Action. The Gross Settlement Amount includes all  
13     Settlement Payment Checks to Class Members, Individual PAGA Settlement  
14     Payments to Aggrieved Employees, the Class Representative Enhancement Payment  
15     to Plaintiff, Claims Administration Costs to the Claims Administrator, the Labor and  
16     Workforce Development Agency (“LWDA”) Payment, and the Attorneys’ Fees and  
17     Costs. Defendant will be responsible for any employer payroll taxes required by law,  
18     separate and in addition to the Gross Settlement Amount, including the employer  
19     FICA, FUTA, and SDI contributions on the wage portion of the Settlement Payment  
20     Checks. The Gross Settlement Amount may increase based on the escalator provision  
21     in paragraph XIX, below.

22          **P.     “Individual Settlement Payment.”**

23                    Each Class Member’s share of the Net Settlement Amount, which shall  
24     be distributed to the Class Members, less employee portions of state and federal  
25     withholding taxes, including the employee FICA, FUTA and SDI contributions and  
26     any other applicable payroll deductions required by law as a result of the payment of  
27     the amount allocated to such Class Member as set forth herein.

1           **Q.     “LWDA Notice.”**

2           The Parties agree that Plaintiff will submit Notice to the Labor and  
3     Workforce Development Agency (“LWDA”) of this Settlement along with a copy of  
4     this Settlement Agreement concurrently with the filing of Plaintiff’s Motion for  
5     Preliminary Approval, and will thereafter submit a copy of any judgment or any other  
6     order (*e.g.*, the Final Award) providing for an award of civil penalties in conformity  
7     with Labor Code Section 2699(I).

8           **R.     “LWDA Payment” or “PAGA Settlement Amount.”**

9           The amount that the Parties have agreed to pay to the LWDA in  
10    connection with the California Private Attorneys General Act of 2004 (“PAGA”).  
11    The Parties have agreed that \$10,000.00 of the Gross Settlement Amount will be  
12    allocated to the resolution of any claims arising under PAGA (“PAGA Settlement  
13    Amount”) as set forth in the Released Aggrieved Employee Claims. Pursuant to  
14    PAGA, \$7,500.00 (75%) of the PAGA Settlement Amount will be paid to the LWDA  
15    and \$2,500.00 (25%) of the PAGA Settlement Amount will be distributed to  
16    Aggrieved Employees. The 25% portion of the PAGA Settlement Amount is referred  
17    to as “Aggrieved Employees Amount.”

18          **S.     “Net Settlement Amount.”**

19          The portion of the Gross Settlement Amount remaining after deduction  
20    of the approved Class Representative Enhancement Payment, Claims Administration  
21    Costs, LWDA Payment, and the Attorneys’ Fees and Costs.

22          **T.     “Notice of Class Action Settlement.”**

23          The document substantially in the form attached as Exhibit 1 that will be  
24    mailed to Class Members’ last known addresses and which will provide Class  
25    Members with information regarding the Action and information regarding the  
26    Settlement.

1           **U.    “Notice of Objection.”**

2           The Court may hear from any Class Member who attends the final  
3 approval hearing and asks to speak regarding his or her objection. In order for any  
4 Class Member to object to this Settlement, or any term of it, the person making the  
5 objection must not submit a request for exclusion (i.e., must not opt out). While not  
6 required, the preferred method by which any Class member may to object to this  
7 Settlement, or any term of it, is that the objecting Class Member, by no later than the  
8 Response Deadline, mail or fax to the Settlement Administrator a written statement of  
9 the grounds of objection, signed by the objecting Class Member or his or her  
10 attorney, along with all supporting papers. All such objections and written notices of  
11 intention to appear should be signed and contain the Class Member’s name and  
12 address and the address of counsel, if any. If submitted in this manner, the objection  
13 should clearly explain why the settlement class member objects to the Settlement and  
14 state whether the Class Member (or someone on their behalf) intends to appear at the  
15 Final Approval Hearing. The Settlement Administrator shall immediately upon  
16 receipt transmit to the Parties’ counsel copies of all objections and supporting papers.  
17 The Parties then shall file any objections received in this manner and all supporting  
18 papers with the Court concurrently with the Motion for Final Approval. A Class  
19 Member may appear personally or through an attorney, at his or her own expense, at  
20 the Final Approval hearing to present his or her objection directly to the Court. If a  
21 Class Member objects to this Settlement, the Class Member will remain a member of  
22 the Settlement Class and if the Court approves this Agreement, the Class Member  
23 will be bound by the terms of the Settlement and Final Approval in the same way and  
24 to the same extent as a settlement class member who does not object. The Court  
25 retains final authority with respect to the consideration and admissibility of any Class  
26 Member objections.

27           Neither the Parties nor their counsel will solicit or otherwise encourage  
28 Class Members to submit written objections to the Settlement Agreement or appeal

1 from the Order and Judgment. Class Counsel will not represent any Class Members  
2 with respect to any such objections to this Settlement.

3 **V. "Notice Packet."**

4 The Notice of Class Action Settlement, Individual Settlement Payment  
5 calculations, and Individual PAGA Payment calculations to include workweek  
6 information.

7 **W. "PAGA Period."**

8 The period from March 27, 2022 through the date of Preliminary Approval  
9 or December 4, 2024, whichever occurs first.

10 **X. "Plaintiff."**

11 Plaintiff Lindsay Orin.

12 **Y. "Plaintiff's Released Claims."**

13 Upon the Effective Date, and as a condition of receiving any portion of  
14 her Class Representative Enhancement Payment, Plaintiff shall fully and finally  
15 release the Released Parties from any and all claims, known and unknown, under  
16 federal, state and/or local law, statute, ordinance, regulation, common law, or other  
17 source of law, including but not limited to claims arising from or related to her  
18 employment with Defendant and her compensation while an employee of Defendant.  
19 Plaintiff's Released Claims include, but are not limited to, all claims arising from or  
20 related to the Action. Plaintiff's Released Claims include all claims for unpaid  
21 wages, including, but not limited to, failure to pay minimum wages, straight time  
22 compensation, overtime compensation, double-time compensation, and interest; the  
23 calculation of the regular rate of pay; wages related to alleged illegal time rounding;  
24 failure to pay wages at least twice each calendar month; failure to timely pay wages;  
25 failure to timely pay final wages; missed/short/late/interrupted meal period, rest  
26 period, and/or recovery period wages/premiums; failure to provide meal periods;  
27 failure to authorize and permit rest periods and/or recovery periods; the calculation of  
28 meal period, rest period, and/or recovery period premiums; reimbursement for all

1 necessary business expenses, including work-related cell-phone expenses and car  
2 mileage for work-related travel; payment for all hours worked, including off-the-  
3 clock work; wage statements; deductions; failure to keep accurate records; failure to  
4 provide suitable seating; failure to maintain temperature providing reasonable  
5 comfort; unlawful deductions and/or withholdings from wages; unfair business  
6 practices; penalties, including, but not limited to, recordkeeping penalties, wage  
7 statement and payroll reporting penalties, minimum-wage penalties, and waiting-time  
8 penalties; and attorneys' fees and costs. Plaintiff's Released Claims include all  
9 claims arising under the California Labor Code (including, but not limited to, sections  
10 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218, 218.5,  
11 218.6, 221, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 246, 247.5, 248.5, 256, 450, 510,  
12 511, 512, 515, 516, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3,  
13 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2802, and 2804); all  
14 claims arising under: the Wage Orders of the California Industrial Welfare  
15 Commission; the California Private Attorneys General Act of 2004 (PAGA);  
16 California Business and Professions Code section 17200, *et seq.*; the California Civil  
17 Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090,  
18 11100; California Code of Civil Procedure § 1021.5; all state and local ordinances  
19 related to COVID-19 right of recall; the California common law of contract; the  
20 FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common  
21 law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.*  
22 (ERISA). Plaintiff's Released Claims also include all claims for lost wages and  
23 benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and  
24 costs arising under federal, state, or local laws for discrimination, harassment,  
25 retaliation, and wrongful termination, such as, by way of example only, (as amended)  
26 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with  
27 Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and  
28

1 the California Fair Employment and Housing Act (FEHA); and the law of contract  
2 and tort. This release excludes the release of claims not permitted by law.

3 Plaintiff's Released Claims include all claims, whether known or  
4 unknown. Even if Plaintiff discovers facts in addition to or different from those that  
5 she now knows or believes to be true with respect to the subject matter of Plaintiff's  
6 Released Claims, those claims will remain released and forever barred. Thus,  
7 Plaintiff expressly waives and relinquish the provisions, rights and benefits of section  
8 1542 of the California Civil Code, which reads:

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

14 **Z. "Released Aggrieved Employee Claims."**

15 As of the date of the Order Granting Final Approval, and only after the  
16 Settlement has been fully funded by Defendant, all Aggrieved Employees shall fully  
17 and finally release Released Parties of the Released Aggrieved Employee Claims.

18 The Released Aggrieved Employee Claims include all claims, rights, demands,  
19 liabilities and causes of action under PAGA which are alleged in the operative First  
20 Amended Complaint, and March 27, 2023 LWDA exhaustion letter identified on the  
21 LWDA's website as LWDA-CM-944652-23, and all claims, rights, demands,  
22 liabilities and causes of action under PAGA which could be alleged based on the facts  
23 set forth in the First Amended Complaint, for all periods of employment in a non-  
24 exempt position in California during the PAGA Period. This includes claims arising  
25 under PAGA for unpaid wages, including, failure to pay minimum wages, straight time  
26 compensation, overtime compensation, double-time compensation, and interest;  
27 reimbursement for all necessary business expenses; failure to provide accurate wage  
28 statements; unfair business practices; penalties, including, but not limited to, statutory

1 penalties, recordkeeping penalties, wage statement penalties, minimum-wage  
2 penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related  
3 to the PAGA Released Claims which are asserted in the Lawsuit or which could have  
4 been asserted based on the factual allegations pled in the Lawsuit arising under: the  
5 California Labor Code (including, but not limited to, sections 201, 202, 203, 218.5,  
6 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,  
7 1198, and 2802), and Wage Order 4-2001 of the California Industrial Welfare  
8 Commission ("PAGA Released Claims"). This release excludes the release of claims  
9 not permitted by law and excludes all claims for unpaid wages and statutory penalties.  
10 Aggrieved Employees shall not be able to exclude themselves from the PAGA portion  
11 of this settlement and the PAGA Released Claims, and Aggrieved Employees shall  
12 receive their PAGA portion of the settlement even if they opt-out of the class action  
13 settlement.

14 **AA. "Preliminary Approval."**

15 The Court's order granting preliminary approval of the Settlement  
16 Agreement.

17 **BB. "Qualified Settlement Account."**

18 The fund established by the Claims Administrator pursuant to Internal  
19 Revenue Code Section 1.468B-1.

20 **CC. "Released Class Claims."**

21 As of the date of the Order Granting Final Approval, and only after the  
22 Settlement has been fully funded by Defendant, all Class Members shall fully and  
23 finally release Released Parties of the Released Class Claims.

24 The Released Class Claims include any and all claims, rights, demands,  
25 liabilities and causes of action alleged in the operative First Amended Complaint, and  
26 all claims, rights, demands, liabilities and causes of action which could be alleged  
27 based on the facts set forth in the First Amended Complaint, for all periods of  
28 employment in a non-exempt position in California during the Settlement Class

1 Period. This includes claims for unpaid wages, including, failure to pay minimum  
2 wages, straight time compensation, overtime compensation, double-time  
3 compensation, and interest; reimbursement for all necessary business expenses;  
4 failure to provide accurate wage statements; unfair business practices; penalties,  
5 including, but not limited to, civil penalties apart from those as described in  
6 Paragraph Z, above, statutory penalties, recordkeeping penalties, wage statement  
7 penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees  
8 and costs; all claims related to the Released Claims which are asserted in the Lawsuit  
9 or which could have been asserted based on the factual allegations pled in the Action  
10 arising under: the California Labor Code (including, but not limited to, sections 201,  
11 202, 203, 218.5, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194,  
12 1194.2, 1197, 1197.1, 1198, and 2802), Wage Order 4-2001 of the California  
13 Industrial Welfare Commission; the Fair Labor Standards Act (including, but not  
14 limited to, 29 U.S.C. sections 206 and 207); and California Business and Professions  
15 Code section 17200, et seq based on the foregoing. This release excludes the release  
16 of claims not permitted by law and excludes all claims arising under PAGA. Only  
17 Settlement Class Members who cash their settlement checks by affirmatively opting  
18 in to the FLSA collective action will be bound by the FLSA release included in the  
19 Class Released Claims. The following language will be printed on the reverse of each  
20 Settlement Payment Check, or words to this effect: "By endorsing or otherwise  
21 negotiating this check, I acknowledge that I read, understood, and agree to the terms  
22 set forth in the Notice of Class Action Settlement and I consent to join in the Fair  
23 Labor Standards Act ("FLSA") portion of the [Lawsuit], elect to participate in the  
24 settlement of the FLSA claims, and agree to release all of my FLSA claims that are  
25 covered by the Settlement."

26 Upon entry of Judgment, Class Members who opt-in to the FLSA release are  
27 precluded from filing a wage and hour action under the Fair Labor Standards Act  
28 against the Released Parties for claims and/or causes of action encompassed by the

1 Released Claims which are extinguished and precluded pursuant to the holding in  
2 *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

3  
4 **DD. “Released Parties.”**

5 Defendant and its past, present, and future parents, subsidiaries,  
6 affiliated companies (including but not limited to, An. Del. U.S.A., and all of its  
7 subsidiaries and affiliates), agents, managing agents, employees, servants, officers,  
8 directors, owners (whether direct or indirect), general partners, limited partners,  
9 trustees, representatives, shareholders, stockholders, members, mortgagees or ground  
10 lessors, attorneys, parents, subsidiaries, equity sponsors, related  
11 companies/corporations and/or partnerships, divisions, assigns, predecessors,  
12 successors, insurers, consultants, joint venturers, joint employers, potential and/or  
13 alleged joint employers, temporary staffing agencies, dual employers, potential and/or  
14 alleged dual employers, co-employers, potential and/or alleged co-employers,  
15 common law employers, potential and alleged common law employers, contractors,  
16 affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors,  
17 affiliated organizations, any person and/or entity with potential or alleged to have  
18 joint liability, and all of their respective past, present and future employees, directors,  
19 officers, members, owners, agents, representatives, payroll agencies, attorneys,  
20 stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns  
21 and any and all persons and/or entities acting under, by, through or in concert with  
22 any of them.

23 **EE. “Request for Exclusion.”**

24 A notice submitted by a Class Member requesting to be excluded from  
25 the Settlement. A Request for Exclusion is a letter from a Class Member or his/her  
26 representative that reasonably communicates the Class Member’s election to be  
27 excluded from the Settlement and includes the Class Member’s name, address and  
28 email address or telephone number. To be valid, a Request for Exclusion must be

1 timely faxed, emailed, or postmarked by the Response Deadline. The date of the  
2 postmark email or fax receipt confirmation will be the exclusive means to determine  
3 whether a Request for Exclusion has been timely submitted. A Class Member who  
4 does not submit a timely and valid Request for Exclusion from the Settlement will be  
5 deemed a Class Member and will be bound by all terms of the Settlement Agreement  
6 if the Settlement is granted Final Approval by the Court. Any Class Member who  
7 timely submits a valid Request for Exclusion will not receive a Settlement Payment  
8 Check, and will not be bound by the terms of the Settlement Agreement or Judgment  
9 (with the exception of claims arising under PAGA). Aggrieved Employees eligible  
10 for a portion of the PAGA Settlement Amount will receive their share of the  
11 employee portion of the PAGA Settlement Amount and will be deemed to have  
12 released the Released Aggrieved Employee Claims, regardless of whether they  
13 submit a Request for Exclusion.

14 **FF. "Response Deadline."**

15 The deadline by which Class Members must mail or fax to the Claims  
16 Administrator valid Requests for Exclusion, Notices of Objection to the Settlement,  
17 or workweek disputes. The Response Deadline will be forty-five (45) calendar days  
18 from the initial mailing of the Notice Packet by the Claims Administrator, unless the  
19 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline  
20 will be extended to the next day on which the U.S. Postal Service is open. The  
21 Response Deadline for Requests for Exclusion, Notices of Objection, or workweek  
22 disputes will be extended fifteen (15) calendar days for any Class Member who is re-  
23 mailed a Notice Packet by the Claims Administrator, unless the 15th day falls on a  
24 Sunday or Federal holiday, in which case the Response Deadline will be extended to  
25 the next day on which the U.S. Postal Service is open. The Response Deadline may  
26 also be extended by express agreement between Class Counsel and Defendant.  
27 Under no circumstances, however, will the Claims Administrator have the authority  
28

1 to unilaterally extend the deadline for Class Members to submit a Request for  
2 Exclusion, Notice of Objection to the Settlement, or workweek disputes.

3 **GG. "Settlement Payment Check."**

4 The payment to Class Members who do not request exclusion. The back  
5 of the Settlement Payment Check shall state, immediately below the space where the  
6 check is to be endorsed by the payee: "By endorsing or otherwise negotiating this  
7 check, I acknowledge that I read, understood, and agree to the terms set forth in the  
8 Notice of Class Action Settlement and I consent to join in the Fair Labor Standards  
9 Act ("FLSA") portion of the [Action], elect to participate in the settlement of the  
10 FLSA claims, and agree to release all of my FLSA claims that are covered by the  
11 Settlement."

12 **III. Funding of the Gross Settlement Amount.**

13 Within twenty-one (21) calendar days after the Effective Date of the  
14 Settlement, Defendant will make a one-time deposit of the Gross Settlement Amount  
15 into a Qualified Settlement Account to be established by the Claims Administrator as  
16 well as an amount sufficient to pay the employer's share of payroll taxes with respect  
17 to the wages portion of the Individual Settlement Payments. Within fourteen (14)  
18 calendar days of the funding of the Settlement, the Claims Administrator will issue  
19 payments to: (a) Class Members who have not timely and validly requested  
20 exclusion; (b) Aggrieved Employees; (c) the LWDA; (d) Plaintiff; and (e) Class  
21 Counsel. The Claims Administrator will also issue a payment to itself for Court-  
22 approved services performed in connection with the Settlement. Defendant has no  
23 obligation to deposit such funds prior to the deadline set forth herein. Prior to issuing  
24 checks to Class Members, the Claims Administrator will run the Class Members'  
25 most updated addresses against the National Change of Address Database to obtain  
26 the most current address for mailing the checks. If a check is returned as  
27 undeliverable from Class Members whose Notice Packet was returned and no new  
28 address was ascertained, then no further steps need to be taken. For other checks

1 returned, the Claims Administrator shall conduct a skip trace or other similar search  
2 to locate an updated address and the Claims Administrator shall re mail the check  
3 within seven (7) business days of return of the check.

4 **IV. Attorneys' Fees and Costs.**

5 Defendant agree not to oppose or impede any application by Class  
6 Counsel for attorneys' fees of not more than one-third (1/3) of the Gross Settlement  
7 Amount (estimated to be \$83,333.33), or the reimbursement of costs and expenses  
8 associated with Class Counsel's litigation and settlement of the claims covered by the  
9 Action not to exceed \$13,000.00. No counsel shall be entitled to attorneys' fees or  
10 costs for work performed in the Action other than as provided in this Settlement  
11 Agreement. The instant Settlement Agreement is the exclusive means for recovery of  
12 attorneys' fees and costs incurred in the Action by any attorney, law firm and/or other  
13 legal services provider except for the event that either party is required to seek to  
14 enforce this settlement agreement or the judgment.

15 **V. Class Representative Enhancement Payment.**

16 In exchange for a general release and in recognition of her effort and  
17 work in prosecuting the Action on behalf of Class Members, Defendant agrees not to  
18 oppose or impede any application or motion for a Class Representative Enhancement  
19 Payment in the amount of up to \$10,000.00 for Plaintiff. The Class Representative  
20 Enhancement Payment will be paid from the Gross Settlement Amount and will be in  
21 addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement.  
22 Plaintiff will be solely and legally responsible to pay any and all applicable taxes on  
23 the payment made pursuant to this Section and will indemnify and hold Defendant  
24 harmless from any claim or liability for taxes, penalties, or interest arising as a result  
25 of the payment.

26  
27  
28

1     **VI.     Claims Administration Costs.**

2             The Claims Administrator will be paid for the reasonable costs of  
3     administration of the Settlement and distribution of payments from the Gross  
4     Settlement Amount, which are currently estimated to be \$3,000.

5             The Parties hereby acknowledge that the Claims Administration Costs  
6     may increase above the current estimate of \$3,000 and that any such additional  
7     Claims Administration Costs that are approved by the Parties' counsel and the Court  
8     shall be taken out of the Gross Settlement Amount.

9     **VII.    Labor and Workforce Development Agency Payment/PAGA Settlement**  
10    **Amount.**

11            Subject to Court approval, the Parties agree that \$10,000.00 of the Gross  
12    Settlement Amount will be designated for satisfaction of PAGA claims (the "PAGA  
13    Settlement Amount") and release of the Released Aggrieved Employee Claims.  
14    Pursuant to the PAGA, \$7,500.00 (75%) of the PAGA Settlement Amount will be  
15    paid to the LWDA and \$2,500.00 (25%) of the PAGA Settlement Amount will be  
16    paid to Aggrieved Employees as part of the Net Settlement Amount.

17    **VIII.   Net Settlement Amount.**

18            The Net Settlement Amount will be used to satisfy Individual Settlement  
19    Payments to Class Members from the Settlement Class in accordance with the terms  
20    of this Settlement.

21    **IX.     Individual Settlement Payment Calculations.**

22            Individual Settlement Payments will be calculated and apportioned from  
23    the Net Settlement Amount based on the number of workweeks a Class Member  
24    worked in a non-exempt position in California during the Class Period and based on  
25    the number of Individual Pay Periods an Aggrieved Employee worked in a non-  
26    exempt position in California during the PAGA Period. Specific calculations of  
27    Individual Settlement Payments will be made as follows:  
28

(a) The Claims Administrator will calculate the total number of weeks worked (weeks in which at least one day was worked) by each Class Member (“Individual Workweeks”) and the total number of weeks worked by all Class Members (“Class Workweeks”) during the Class Period.

(b) To determine each Class Member’s Individual Settlement Payment, the Claims Administrator will use the following formula: Individual Settlement Payment = (Individual Workweeks ÷ Class Workweeks) × Net Settlement Amount.

Non-Participating Class Members will not receive any Individual Settlement Payments. The Administrator will retain amounts equal to their Individual Settlement Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

The Individual Settlement Payments made to Class Members under this Settlement, and any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

PAGA Payments will be calculated and apportioned from the Aggrieved Employees Amount within the Net Settlement Amount based on the number of workweeks an Aggrieved Employee worked in a non-exempt position in California during the PAGA Period. Specific calculations of PAGA Payments will be made as follows:

(a) The Claims Administrator will calculate the total number of weeks worked (weeks in which at least one day was worked) by each

1 Aggrieved Employee (“Individual Pay Periods”) and the total  
 2 number of weeks worked by all Aggrieved Employees (“Total Pay  
 3 Periods”) during the Class Period.

4 (b) To determine each Aggrieved Employees Individual PAGA  
 5 Payment, the Claims Administrator will use the following  
 6 formula:  $\text{PAGA Payment} = (\text{Individual Pay Periods} \div \text{Total Pay}$   
 7  $\text{Periods}) \times \text{Aggrieved Employees Amount}.$

8 The Individual Settlement Payment will be reduced by any required deductions  
 9 for each Class Member as set forth herein, including employee-side tax withholdings  
 10 or deductions. The class portion of the Individual Settlement Payments will be  
 11 allocated as follows: one-third (1/3) to wages, one-third (1/3) to interest, and one-  
 12 third (1/3) to penalties. The PAGA portion will be allocated 100% to penalties.

#### 13 14 **X. Claims Administration Process.**

15 1. The Parties agree to cooperate in the administration of the  
 16 Settlement and to make all reasonable efforts to control and minimize the costs and  
 17 expenses incurred in administration of the Settlement. The Claims Administrator will  
 18 provide the following services:

- 19 a. Establish and maintain a Qualified Settlement Account.
- 20 b. Calculate the Individual Settlement Payment each Class Member
- 21 is eligible to receive.
- 22 c. Translate the Notice Packet into Spanish by request of Class
- 23 Members.
- 24 d. Print and mail the Notice Packet.
- 25 e. Establish and maintain a toll-free information telephone support
- 26 line to assist Class Members who have questions regarding the
- 27 Notice Packet.
- 28

- f. Establish and maintain a website with information to assist Class Members, including the posting of notice of final judgment.
  - g. Conduct additional address searches for mailed Notice Packets that are returned as undeliverable.
  - h. Process Requests for Exclusion, calculate Class Members' Individual Settlement Payment, field inquiries from Class Members, and administer any Requests for Exclusion. This service will include settlement proceed calculation, printing and issuance of Settlement Payment Checks, and preparation of IRS W-2 and 1099 Tax Forms. Basic accounting for and payment of employee tax withholdings and forwarding all payroll taxes and penalties to the appropriate government authorities will also be included as part of this service.
  - i. Issuing to Plaintiff, Class Members, and Plaintiff's Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.
  - j. Provide declarations and/or other information to the Court as requested by the Parties and/or the Court.
  - k. Provide weekly status reports to counsel for the Parties.
2. Within fourteen (14) days of Preliminary Approval, Defendant will provide the Class List to the Claims Administrator.
  3. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Claims Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the last known mailing addresses identified in the Class List.
  4. Prior to mailing, the Claims Administrator will perform a search based on the National Change of Address Database for information to update and correct any known or identifiable address changes. Within seven (7) days of

1 receiving a returned Notice Packet, the Claims Administrator must re-mail the Notice  
2 Packet via regular First-Class U.S. Mail to the forwarding address affixed thereto and  
3 the Claims Administrator will indicate the date of such re-mailing on the Notice  
4 Packet. If no forwarding address is provided, the Claims Administrator will promptly  
5 attempt to determine the correct address using a skip-trace, or other search using the  
6 name, address and/or Social Security number of the Class Member involved, and will  
7 then perform a single re-mailing. Those Class Members who receive a re-mailed  
8 Notice Packet, whether by skip-trace or by request, will have between the later of (a)  
9 an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a  
10 Request for Exclusion or Notice of Objection to the Settlement.

11           5. All Class Members will be mailed a Notice Packet containing the  
12 forms attached as Exhibit 1 as approved by the Court.

13           6. Class Members will have an opportunity to dispute the  
14 information provided in their Notice Packets. To the extent Class Members dispute  
15 the number of workweeks to which they have been credited or the amount of their  
16 Individual Settlement Payment, Class Members may produce evidence to the Claims  
17 Administrator showing that such information is inaccurate. Absent evidence  
18 rebutting Defendant's records, Defendant's records will be presumed determinative.  
19 However, if a Class Member produces evidence to the contrary, the Claims  
20 Administrator will evaluate the evidence submitted by the Class Member and will  
21 make the final decision as to the number of eligible workweeks that should be applied  
22 and/or the Individual Settlement Payment to which the Class Member may be  
23 entitled. The workweek dispute must be returned by mail or fax to the Claims  
24 Administrator at the specified address or facsimile number and postmarked or faxed  
25 on or before the Response Deadline. The date of the postmark or fax receipt  
26 confirmation will be the exclusive means to determine whether a workweek dispute  
27 has been timely submitted. All such disputes are to be resolved not later than  
28 fourteen (14) calendar days after the Response Deadline.

1                   7.     Defective Submissions. If a Class Member's Request for  
2     Exclusion is defective as to the requirements listed herein, that Class Member will be  
3     given an opportunity to cure the defect(s). The Claims Administrator will mail the  
4     Class Member a cure letter within three (3) business days of receiving the defective  
5     submission to advise the Class Member that his or her submission is defective and  
6     that the defect must be cured to render the Request for Exclusion valid. The Class  
7     Member will have until the later of (a) the Response Deadline or (b) fifteen (15)  
8     calendar days from the date of the cure letter, whichever date is later, to postmark or  
9     fax a revised Request for Exclusion.

10                  8.     Request for Exclusion Procedures. Any Class Member wishing to  
11     opt-out from the Settlement Agreement must sign and postmark, email or fax a  
12     written Request for Exclusion to the Claims Administrator within the Response  
13     Deadline. The date of the postmark on the return mailing envelope or the fax receipt  
14     confirmation will be the exclusive means to determine whether a Request for  
15     Exclusion has been timely submitted. All Requests for Exclusion will be submitted  
16     to the Claims Administrator, who will certify jointly to Class Counsel and  
17     Defendant's Counsel the Requests for Exclusion that were timely submitted. The  
18     Administrator may not reject a Request for Exclusion as invalid because it fails to  
19     contain all the information specified in the Class Notice. The Administrator shall  
20     accept any Request for Exclusion as valid if the Administrator can reasonably  
21     ascertain the identity of the person as a Class Member and the Class Member's desire  
22     to be excluded. The Administrator's determination shall be final and not appealable  
23     or otherwise susceptible to challenge. If the Administrator has reason to question the  
24     authenticity of a Request for Exclusion, the Administrator may demand additional  
25     proof of the Class Member's identity. The Administrator's determination of  
26     authenticity shall be final and not appealable or otherwise susceptible to challenge.  
27     Any Class Member who does not timely seek exclusion will be bound by the terms of  
28     this Settlement Agreement. Any Class Member who timely submits a valid Request

1 for Exclusion will not receive payment from the Settlement, and will not be bound by  
2 the terms of the Settlement Agreement or Judgment (with the exception of the PAGA  
3 Released Claims if they are an Aggrieved Employee). Class Members eligible for a  
4 portion of the PAGA Settlement will receive their share of the employee portion of  
5 the PAGA Settlement Amount and will be deemed to have released any claims  
6 arising out of PAGA, regardless of whether they submit a Request for Exclusion.

7 **XI. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

8 1. Defendant's Option to Nullify the Settlement Agreement. If ten  
9 percent (10%) or more of the Class Members opt out of the Settlement (or are  
10 otherwise excluded), Defendant, in their sole discretion, shall have the option of  
11 nullifying the Settlement Agreement. In such a case, the Parties and any funds to be  
12 awarded under this Settlement Agreement shall be returned to their respective  
13 statuses as of the date and time immediately prior to the execution of this Agreement,  
14 and the Parties shall proceed in all respects as if this Settlement Agreement had not  
15 been executed, except that any fees already incurred by the Claims Administrator  
16 shall be paid by Defendant.

17 2. Nullification of the Settlement Agreement. In the event: (i) the  
18 Court does not enter the Preliminary Approval Order and approve the Released  
19 Claims specified herein; (ii) the Court does not finally approve the Settlement as  
20 provided herein; (iii) Defendant exercise their option to nullify the Settlement  
21 Agreement based on an excessive number of opt-outs, as described in the above  
22 Section; or (iv) the Settlement does not become final for any other reason (*e.g.*, an  
23 objection by the LWDA), this Settlement Agreement shall be null and void. A  
24 reduction of the Attorneys' Fees and Costs and/or any Class Representative  
25 Enhancement Payment(s) shall not be grounds for nullification of this Settlement. If  
26 the Settlement is nullified, any order or judgment entered by the Court in furtherance  
27 of this Settlement Agreement shall be treated as void from the beginning, and the  
28 Stipulations and Recitals contained herein shall be of no force or effect, and shall not

1 be treated as an admission by the Parties or their counsel. In such a case, the Parties  
 2 and any funds to be awarded under this Settlement Agreement shall be returned to  
 3 their respective statuses as of the date and time immediately prior to the execution of  
 4 this Settlement Agreement, and the Parties shall proceed in all respects as if this  
 5 Settlement Agreement had not been executed, except that any fees already incurred  
 6 by the Claims Administrator shall be paid equally by both Parties. The Parties agree  
 7 that they will cooperate and take all steps necessary in order to obtain preliminary  
 8 and/or final approval in the event that the Court raises issues or questions about this  
 9 Settlement or anything pertaining to this Settlement (including, but not limited to, the  
 10 motion for preliminary approval and motion for final approval).

11 3. Settlement Terms Bind All Class Members Who Do Not Opt Out.

12 Any Class Member who does not affirmatively opt out of the Settlement Agreement  
 13 by submitting a timely and valid Request for Exclusion will be bound by all its terms,  
 14 including those pertaining to the Released Claims.

15 **XII. Certification Reports Regarding Individual Settlement Payment**  
 16 **Calculations.**

17 1. The Claims Administrator will provide Defendant's counsel and  
 18 Class Counsel a weekly report which certifies: (a) the number of Class Members who  
 19 have submitted valid Requests for Exclusion; (b) any objections submitted to the  
 20 Settlement along with a copy of any such objection; and (c) whether any Class  
 21 Member has submitted a challenge to any information contained in his/her Notice  
 22 Packet. Additionally, the Claims Administrator will provide to counsel for both  
 23 Parties any updated reports regarding the administration of the Settlement Agreement  
 24 as needed or requested.

25 2. Uncashed Settlement Checks. Any checks issued by the Claims  
 26 Administrator to Class Members will be negotiable for one-hundred eighty (180)  
 27 calendar days. After one-hundred eighty (180) calendar days from the date of  
 28 mailing, the checks shall become null and void, and any monies remaining in the  
 distribution account shall be distributed to the Controller of the State of California to

1 be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et*  
2 *seq.*, for the benefit of those Settlement Class members or Aggrieved Employees who  
3 did not cash their checks until such time that they claim their property. The Parties  
4 agree that this disposition results in no “unpaid residue” under California Civil  
5 Procedure Code § 384, as the entire Settlement Payment will be paid out to  
6 Settlement Class members, whether or not they all cash their Settlement Checks.  
7 Therefore, Defendant will not be required to pay any interest on said amount.

8 3. Certification of Completion. Upon completion of administration  
9 of the Settlement, the Claims Administrator will provide a written declaration under  
10 oath to certify such completion to the Court and counsel for all Parties.

11 **XIII. Tax Treatment of Individual Settlement Payments.**

12 The PAGA Payments will be allocated as 100% penalties and reported on an  
13 IRS-Form 1099. All Individual Settlement Payments will be allocated as follows:  
14 one-half (1/2) of each Individual Settlement Payment will be allocated as wages and  
15 one-half (1/2) will be allocated as non-wages. The portion allocated to wages will be  
16 reported on an IRS Form W-2 and the portion allocated to non-wages will be reported  
17 on an IRS Form-1099 by the Claims Administrator. The Individual Settlement  
18 Payments will be reduced by any required legal deductions for each Class Member.  
19 All standard employee payroll deductions will be made for state and federal  
20 withholding taxes, including any other applicable payroll deductions owed by the  
21 Class Members as a result of the wage component, resulting in a net wage  
22 component. The Claims Administrator will issue a check and W-2 Form to each  
23 Class Member for the wage component. The Claims Administrator will issue a  
24 second check and IRS Form-1099 for the remaining non-wages component. No  
25 withholding shall be made on the non-wages portion of the Individual Settlement  
26 Payment. The Claims Administrator shall be responsible for issuing the payments  
27 and calculating and withholding all required state and federal taxes. The Claims  
28 Administrator shall determine the eligibility for, and the amounts of, any Individual

1 Settlement Payments under the terms of this Settlement Agreement. Any disputes not  
2 resolved by the Claims Administrator concerning the administration of the Settlement  
3 will be resolved by the Court, under the laws of the State of California. Prior to any  
4 such involvement of the Court, counsel for the Parties will confer in good faith to  
5 resolve the dispute without the necessity of involving the Court.

6 **XIV. Administration of Taxes by the Claims Administrator.**

7 1. Tax Liability. Defendant makes no representation as to the tax  
8 treatment or legal effect of the payments called for hereunder, and Plaintiff and Class  
9 Members are not relying on any statement, representation, or calculation by  
10 Defendant or by the Claims Administrator in this regard. Plaintiff and Class  
11 Members understand and agree they will be solely responsible for the payment of  
12 their share of any taxes and penalties assessed on the payments described herein.

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

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

14 **XV. Releases.**

15 1. No Prior Assignments. The Parties and their counsel represent,  
16 covenant, and warrant that they have not directly or indirectly assigned, transferred,  
17 encumbered, or purported to assign, transfer, or encumber to any person or entity any  
18 portion of any liability, claim, demand, action, cause of action or right herein released  
19 and discharged.

20 2. It is the desire of Plaintiff, Class Members (except those who  
21 exclude themselves from the Settlement), and Defendant to fully, finally, and forever  
22 settle, compromise, and discharge the Released Class Claims and Released Aggrieved  
23 Employee Claims. Upon fully funding the Gross Settlement Amount, and except as  
24 to such rights or claims as may be created by this Settlement Agreement, the Class  
25 Members shall fully release and discharge the Released Parties from any and all  
26 Released Class Claims for the entire Class Period and the Aggrieved Employees shall  
27 fully release and discharge the Released Parties from any and all Released Aggrieved  
28 Employee Claims for the entire PAGA Period. This release shall be binding on all

1 Class Members who have not timely submitted a valid and complete Request for  
2 Exclusion, including each of their respective attorneys, agents, executors,  
3 representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to  
4 the benefit of the Released Parties, who shall have no further or other liability or  
5 obligation to any Class Member with respect to the Released Class Claims, except as  
6 expressly provided herein.

7 **XVI. Preliminary Approval Hearing.**

8 1. Plaintiff will obtain a hearing before the Court to request  
9 Preliminary Approval of the Settlement Agreement and the entry of a Preliminary  
10 Approval Order for: (a) conditional certification of the Settlement Class for  
11 settlement purposes only, (b) Preliminary Approval of the proposed Settlement  
12 Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing.

13 2. The Preliminary Approval Order will provide for the Notice  
14 Packet to be sent to all Class Members as specified herein. In conjunction with the  
15 Preliminary Approval Hearing, Plaintiff will submit this Settlement Agreement and  
16 will include the proposed Notice Packet.

17 3. Class Counsel will be responsible for drafting all documents  
18 necessary to obtain Preliminary Approval, subject to review by Defendant's counsel.  
19 Any failure by the Court to fully and completely approve the Settlement Agreement  
20 which has the effect of preventing the full and complete approval of the Settlement  
21 Agreement as written and agreed to by the Parties will result in this Settlement  
22 Agreement, and all obligations under this Settlement Agreement, being nullified and  
23 voided.

24 **XVII. Final Settlement Approval Hearing and Entry of Judgment.**

25 1. Upon expiration of the Response Deadline, and with the Court's  
26 permission, a Final Approval/Settlement Fairness Hearing will be conducted to  
27 determine the Final Approval of the Settlement Agreement along with the amounts  
28 properly payable for: (a) Individual Settlement Payments and Individual PAGA

1 Payments; (b) the LWDA payment; (c) the Attorneys' Fees and Costs; (d) the Class  
2 Representative Enhancement Payment; and (e) all Claims Administration Costs.

3 2. Depending on the Court's availability, the Parties will request that  
4 the Final Approval Hearing will be held approximately thirty (30) calendar days after  
5 the Response Deadline. A violation of this provision shall not serve as grounds for  
6 nullification of this Agreement.

7 3. Class Counsel will be responsible for drafting all documents  
8 necessary to obtain Final Approval, subject to Defendant's counsel's review. Class  
9 Counsel will also be responsible for drafting the Attorneys' Fees and Costs  
10 application to be heard at the Final Approval/Settlement Fairness Hearing. Any  
11 failure by the Court to fully and completely approve the Settlement Agreement will  
12 result in this Settlement Agreement entered into by the Parties, and all obligations  
13 under this Settlement Agreement, being nullified and voided. Upon such failure, any  
14 order or judgment entered by the Court in furtherance of this Settlement Agreement  
15 shall be treated as void from the beginning, and the Stipulations and Recitals  
16 contained herein shall be of no force or effect and shall not be treated as an admission  
17 by the Parties or their counsel. In such a case, the Parties and any funds to be  
18 awarded under this Settlement Agreement shall be returned to their respective  
19 statuses as of the date and time immediately prior to the execution of this Settlement  
20 Agreement, and the Parties shall proceed in all respects as if this Settlement  
21 Agreement had not been executed, except that any fees already incurred by the  
22 Claims Administrator shall be paid equally by both Parties.

23 **XVIII. Judgment and Continued Jurisdiction.**

24 The Court shall retain jurisdiction with respect to the interpretation,  
25 implementation, and enforcement of the terms of this Settlement Agreement and all  
26 orders and judgments entered in connection therewith, and the Parties and their  
27 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,  
28

1 implementing, and enforcing the Settlement embodied in this Settlement Agreement  
2 and all orders and judgments entered in connection therewith.

3 **XIX. Escalator Clause**

4 Defendant understands and believes there are approximately 6,200  
5 workweeks by Class Members from April 3, 2019 through September 24, 2023. If it is  
6 determined that the actual number of workweeks through September 24, 2023 exceeds  
7 6,200 by more than ten percent (10%) (i.e., exceeds 6,820), then, Defendant shall  
8 increase the Gross Settlement Amount by \$36.66 for each workweek in excess of 6,820  
9 through September 24, 2023. Alternatively, Defendant may choose to cut off the Class  
10 Period on the date on which the workweek total reached 6,820.

11 **XX. Other Provisions.**

12 1. Exhibits Incorporated by Reference. The terms of this Settlement  
13 include the terms set forth in any attached Exhibits, which are incorporated by this  
14 reference as though fully set forth herein. Any Exhibits to this Settlement are an  
15 integral part of the Settlement.

16 2. Entire Agreement. This Settlement Agreement any attached  
17 Exhibits and Plaintiff's individual settlement agreement constitute the entirety of the  
18 Parties' settlement terms. No other prior or contemporaneous written or oral  
19 agreements may be deemed binding on the Parties.

20 3. Amendment or Modification. This Settlement Agreement may be  
21 amended or modified only by a written instrument signed by counsel for all Parties or  
22 their successors-in-interest and approved by the Court.

23 4. Authorization to Enter Into Settlement Agreement. Counsel for  
24 all Parties warrant and represent they are expressly authorized by the Parties whom  
25 they represent to negotiate this Settlement Agreement and to take all appropriate  
26 action required or permitted to be taken by such Parties pursuant to this Settlement  
27 Agreement to effectuate its terms and to execute any other documents required to  
28 effectuate the terms of this Settlement Agreement. The Parties and their counsel will

1 cooperate with each other and use their best efforts to effect the implementation of  
2 the Settlement. If the Parties are unable to reach agreement on the form or content of  
3 any document needed to implement the Settlement, or on any supplemental  
4 provisions that may become necessary to effectuate the terms of this Settlement, the  
5 Parties may seek the assistance of Michael Ludwig, Esq. (mediator) to resolve such  
6 disagreement.

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

10           6.     California Law Governs. All terms of this Settlement Agreement  
11 and Exhibits hereto will be governed by and interpreted according to the laws of the  
12 State of California.

13           7.     Execution and Counterparts. This Settlement Agreement is  
14 subject only to the execution of all Parties. However, the Settlement Agreement may  
15 be executed in one or more counterparts. All executed counterparts and each of them,  
16 including electronic signatures (*e.g.*, DocuSign), facsimile and scanned copies of the  
17 signature page, will be deemed to be one and the same instrument. The Parties  
18 expressly agree to the use of authorized electronic signature (*e.g.*, DocuSign).

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

27           9.     Invalidity of Any Provision. Before declaring any provision of  
28 this Settlement Agreement invalid, the Court will first attempt to construe the

1 provision as valid to the fullest extent possible consistent with applicable precedents  
2 so as to define all provisions of this Settlement Agreement valid and enforceable.

3           10. Class Action Certification for Settlement Purposes Only. The  
4 Parties agree to stipulate to class certification only for purposes of the Settlement. If,  
5 for any reason, the Settlement is not approved, the stipulation to certification will be  
6 void. The Parties further agree that certification for purposes of the Settlement is not  
7 an admission that class action certification is proper under the standards applied to  
8 contested certification motions and that this Settlement Agreement will not be  
9 admissible in this or any other proceeding as evidence that either: (a) a class action  
10 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other  
11 than according to the Settlement's terms.

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

1           12.   Captions. The captions and section numbers in this Settlement  
2 Agreement are inserted for the reader's convenience, and in no way define, limit,  
3 construe or describe the scope or intent of the provisions of this Settlement  
4 Agreement.

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

9           14.   Enforcement Action. If one or more of the Parties institutes any  
10 legal action or other proceeding against any other Party or Parties to enforce the  
11 provisions of this Settlement or to declare rights and/or obligations under this  
12 Settlement, the successful Party or Parties will be entitled to recover from the  
13 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert  
14 witness fees incurred in connection with any enforcement Action, pursuant to C.C.P.  
15 § 664.6.

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

23           16.   Representation by Counsel. The Parties acknowledge that they  
24 have been represented by counsel throughout all negotiations that preceded the  
25 execution of this Settlement Agreement and that this Settlement Agreement has been  
26 executed with the consent and advice of counsel and reviewed in full. Further,  
27 Plaintiff and Class Counsel warrant and represent that there are no liens on the  
28 Settlement Agreement.

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

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

7                   19.   Confidentiality. Neither Plaintiff nor Plaintiff's Counsel shall  
8 issue any press release or announcement of any kind related in any way to the  
9 Settlement. Plaintiff and Plaintiff's Counsel agree that, prior to Preliminary Approval  
10 of the Settlement, they will keep the terms of this Settlement confidential except for  
11 purposes of communicating with Plaintiff only. Plaintiff shall be informed that the  
12 Settlement is confidential and shall be advised to keep the Settlement confidential.  
13 From and after Preliminary Approval of the Settlement, the Class Members  
14 (including Plaintiff and Class Counsel) may: (1) as required by law; (2) as required  
15 under the terms of the Settlement; or (3) as required under counsel's duties and  
16 responsibilities as Class Counsel, comment regarding the specific terms of the  
17 Settlement. In all other cases, Plaintiff and Class Counsel agree to limit their  
18 statements regarding the terms of the Settlement, whether oral, written or electronic  
19 (including the world wide web), to say the Class Action has been resolved and that  
20 Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this  
21 Section is intended to interfere with Class Counsel's duties and obligations to  
22 faithfully discharge their duties as Class Counsel, including but not limited to,  
23 communicating with Class Members regarding the Settlement. This Settlement shall  
24 not be advertised or mentioned on any source, including Plaintiff's Counsels'  
25 personal or firm website(s).

26                   The parties stipulate and agree, pursuant to California Code of Civil  
27 Procedure section 583.330(a), to extend the time within which this action must be  
28 brought to trial pursuant to Code of Civil Procedure sections 583.310 through

583.360, by that period of time from Preliminary Approval to the date of Final Approval or upon written notice from either party of an intent to resume litigation, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure section 583.310.

20. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not her respective representative(s), must personally execute this Settlement Agreement.

*The Settlement Agreement consists of 37 pages with signatures appearing below.*

Dated: 12 / 12 / 2023

**PLAINTIFF LINDSAY ORIN**



\_\_\_\_\_  
Plaintiff Lindsay Orin

Dated: 12/12/2023

**CAL. DEL. U.S.A. INC.**



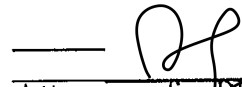
Roberto Lorenzini  
Please Print Name of Authorized  
Signatory

**APPROVED AS TO FORM**

**GAINES & GAINES, APLC**

Dated: 12/13/2023

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Attorneys for Plaintiff Lindsay Orin

**SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP**

Dated: 12-12-2023

  
Matthew A. Tobias  
Attorneys for Defendant Cal. Del. U.S.A.  
Inc.

# **EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

LINDSAY ORIN, on behalf of herself  
and all others similarly situated and on  
behalf of the general public,

Plaintiff,

v.

CAL. DEL. U.S.A. INC., a California  
corporation, and DOES 1 through 10,  
inclusive,

Defendant.

Case No. 2:23-cv-03404-FMO-KS

**NOTICE OF PENDENCY OF  
PROPOSED CLASS ACTION  
SETTLEMENT AND FINAL  
HEARING**

[Los Angeles County Superior Court Case  
No. 23STCV07181]

[State Court  
Complaint Filed: April 3, 2023]

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT  
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE  
AFFECTED.**

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

- A lawsuit was filed by Plaintiff Lindsay Orin (“Plaintiff”) alleging that Cal. Del. U.S.A. Inc. (“Defendant”) failed to pay all wages to non-exempt employees, including all minimum and overtime wages; failed to provide compliant meal and rest periods or premium compensation in lieu thereof; failed to timely issue final wages upon separation of employment; failed to issue accurate and complete itemized wage statements; failed to reimburse for necessary business expenses; engaged in violations of Business and Professions Code § 17200; engaged in violations of FLSA 29 U.S.C. §§ 206 and 207; and is subject to penalties under the Labor Code Private Attorneys General Act of 2004 (the “Action”).
- Defendant denies Plaintiff’s allegations in the Action and maintains it has appropriately paid all wages and has fully complied with the law, including all Labor Code obligations. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Defendant also understands the significant costs associated with further litigation of the Action.
- The Plaintiff and Defendant have agreed to a settlement to resolve the Action that has been preliminarily approved by the Court. If the Court grants final approval of the settlement, the settlement will provide \$250,000 to pay claims to all current and former non-exempt California employees of Cal. Del. U.S.A. Inc. (“Defendant”) at

any time between April 3, 2019 and [REDACTED] (“Class Members”), and all non-exempt employees of Defendant in California at any time between March 27, 2022 and [REDACTED] (“Aggrieved Employees”). Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the cost and uncertainty associated with litigation.

- Lawyers for the employees will ask the Court to award them up to \$83,333.33 as attorney’s fees and \$13,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing</b>                                        | You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.                                                    |
| <b>Exclude Yourself</b>                                  | To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you will receive no money from the class settlement. This is the only option that allows you to ever be part of any other lawsuit against Cal. Del. U.S.A. Inc. about the legal claims that were brought in this case. Even if you exclude yourself, you will still be an Aggrieved Employee subject to the PAGA settlement. |
| <b>Object</b>                                            | Write to the Settlement Administrator about why you don’t like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.                                                                                                                                                                                                                                                                                                      |
| <b>Go to a Hearing</b>                                   | Ask to speak in Court about the fairness of the settlement, as detailed below.                                                                                                                                                                                                                                                                                                                                                                                                                           |

## **WHY DID YOU RECEIVE THIS NOTICE?**

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

## **WHAT IS THIS LAWSUIT ABOUT?**

On April 3, 2023, Plaintiff, a former employee of Defendant, filed this lawsuit in the Los Angeles County Superior Court. On or about May 8, 2023, this lawsuit was removed to the United States District Court, Central District of California. The lawsuit alleges violations of the California Labor Code, California Business and Professions Code, and the Fair Labor Standards Act. The lawsuit seeks to certify a class of all non-exempt employees of Defendant in California at any time between April 3, 2019 and [REDACTED] (“Class Period”). Specifically, the lawsuit alleges that members of the Class were not paid all wages, including all minimum and overtime wages due; provided compliant meal and rest periods or premium compensation in lieu thereof; timely issued final wages upon separation of employment; issued accurate and complete itemized wage statements; reimbursed for all business-related expenses; and related claims. The Settlement seeks recovery of wages, liquidated damages, damages, interest, statutory and civil penalties, restitution, attorney’s fees, and costs. Defendant denies all of the material allegations in the lawsuit, denies any liability, and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

### **Plaintiff’s Attorneys**

Daniel F. Gaines, Esq.  
Alex P. Katofsky, Esq.  
Gaines & Gaines, APLC  
4550 E. Thousand Oaks Blvd., Suite 100  
Westlake Village, CA 91362  
Phone: (866) 550-0855

### **Defendant’s Attorneys**

Matthew A. Tobias, Esq.  
Sheppard, Mullin, Richter & Hampton LLP  
333 South Hope Street, 43rd Floor  
Los Angeles, CA 90071  
Phone: (213) 617-5421

## **SUMMARY OF THE SETTLEMENT**

### **A. Why is there a Settlement?**

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes she would have prevailed on her claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed

to a settlement, which is memorialized in the Stipulation and Settlement of Class, Collective and Representative Action (“Settlement” or “Settlement Agreement”), in order to avoid the further costs of litigation, risks, and uncertainty of a trial. Plaintiff and Plaintiff’s Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

**B. Who is in the Settlement Class? Who is an Aggrieved Employee?**

The Settlement encompasses a class composed of all non-exempt employees of Defendant Cal. Del. U.S.A. Inc. in California at any time between April 3, 2019 and [REDACTED] (“Class Period”). It also encompasses Aggrieved Employees composed of all non-exempt employees of Defendant in California at any time between March 27, 2022 and [REDACTED] (“PAGA Period”).

**C. What does the Settlement provide?**

**1. Gross Settlement Amount.**

The Settlement provides that Defendant will pay \$250,000 (the “Gross Settlement Amount”) to settle the lawsuit.

**2. Net Settlement Amount.**

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will set these amounts at the Final Approval Hearing.

(a) **Class Counsel’s Attorney’s Fees** in an amount set by the Court, not to exceed one-third of the Gross Settlement Amount (estimated at \$83,333.33);

(b) **Class Counsel’s Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$13,000;

(c) **Enhancement Payment to the Class Representative** in an amount set by the Court, not to exceed \$10,000 to Plaintiff for her service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$3,000, for administering the settlement; and

(e) **PAGA Settlement Amount** in the total amount of \$10,000 for the settlement of claims arising under the California Private Attorneys General Act (“PAGA”). Of that amount, 75% or \$7,500, shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining 25%, or \$2,500, shall be included in the Net Settlement Amount for payment to Aggrieved Employees.

3. Individual Settlement Payment Amount.

Your share of the Net Settlement Amount will be determined by the formula detailed in section E below.

**D. What Are You Releasing Under the Settlement?**

As of the date of the Order Granting Final Approval, and only after the Settlement has been fully funded by Defendant, all Class Members shall fully and finally release Released Parties of the Released Class Claims.

The Released Class Claims include any and all claims, rights, demands, liabilities and causes of action alleged in the operative First Amended Complaint, and all claims, rights, demands, liabilities and causes of action which could be alleged based on the facts set forth in the First Amended Complaint, for all periods of employment in a non-exempt position in California during the Settlement Class Period. This includes claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; reimbursement for all necessary business expenses; failure to provide accurate wage statements; unfair business practices; penalties, including, but not limited to, civil penalties apart from those as described in Paragraph [REDACTED] of the settlement [REDACTED] statutory penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys’ fees and costs; all claims related to the Released Claims which are asserted in the Lawsuit or which could have been asserted based on the factual allegations pled in the Action arising under: the California Labor Code (including, but not limited to, sections 201, 202, 203, 218.5, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802), Wage Order 4-2001 of the California Industrial Welfare Commission; the Fair Labor Standards Act (including, but not limited to, 29 U.S.C. sections 206 and 207); and California Business and Professions Code section 17200, et seq based on the foregoing. This release excludes the release of claims not permitted by law and excludes all claims arising under PAGA. Only Settlement Class Members who cash their settlement checks by affirmatively opting in to the FLSA collective action will be bound by the FLSA release included in the Class Released Claims. The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action

Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the [Lawsuit], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”

Upon entry of Judgment, Class Members who opt-in to the FLSA release are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

The Released Parties are Defendant and its past, present, and future parents, subsidiaries, affiliated companies (including but not limited to, An. Del. U.S.A., and all of its subsidiaries and affiliates), agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.

As of the date of the Order Granting Final Approval, and only after the Settlement has been fully funded by Defendant, all Aggrieved Employees shall fully and finally release Released Parties of the Released Aggrieved Employee Claims.

The Released Aggrieved Employee Claims include all claims, rights, demands, liabilities and causes of action under PAGA which are alleged in the operative First Amended Complaint, and March 27, 2023 LWDA exhaustion letter identified on the LWDA’s website as LWDA-CM-944652-23, and all claims, rights, demands, liabilities and causes of action under PAGA which could be alleged based on the facts set forth in the First Amended Complaint, for all periods of employment in a non-exempt position in California during the PAGA Period. This includes claims arising under PAGA for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; reimbursement for all necessary business expenses; failure to provide accurate wage statements; unfair business practices; penalties, including, but not limited to, statutory penalties, recordkeeping penalties, wage

statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the PAGA Released Claims which are asserted in the Lawsuit or which could have been asserted based on the factual allegations pled in the Lawsuit arising under: the California Labor Code (including, but not limited to, sections 201, 202, 203, 218.5, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802), and Wage Order 4-2001 of the California Industrial Welfare Commission ("PAGA Released Claims"). This release excludes the release of claims not permitted by law and excludes all claims for unpaid wages and statutory penalties. Aggrieved Employees shall not be able to exclude themselves from the PAGA portion of this settlement and the PAGA Released Claims, and Aggrieved Employees shall receive their PAGA portion of the settlement even if they opt-out of the class action settlement.

### **E. How Is My Share Of The Settlement Calculated?**

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of workweeks a Class Member worked in a non-exempt position in California during the Class Period and based on the number of Individual Pay Periods an Aggrieved Employee worked in a non-exempt position in California during the PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

(a) The Claims Administrator will calculate the total number of weeks worked (weeks in which at least one day was worked) by each Class Member ("Individual Workweeks") and the total number of weeks worked by all Class Members ("Class Workweeks") during the Class Period.

(b) To determine each Class Member's Individual Settlement Payment, the Claims Administrator will use the following formula: Individual Settlement Payment = (Individual Workweeks ÷ Class Workweeks) × Net Settlement Amount.

Non-Participating Class Members will not receive any Individual Settlement Payments. The Administrator will retain amounts equal to their Individual Settlement Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

The Individual Settlement Payments made to Class Members under this Settlement, and any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.

Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

PAGA Payments will be calculated and apportioned from the Aggrieved Employees Amount within the Net Settlement Amount based on the number of workweeks an Aggrieved Employee worked in a non-exempt position in California during the PAGA Period. Specific calculations of PAGA Payments will be made as follows:

(a) The Claims Administrator will calculate the total number of weeks worked (weeks in which at least one day was worked) by each Aggrieved Employee ("Individual Pay Periods") and the total number of weeks worked by all Aggrieved Employees ("Total Pay Periods") during the Class Period.

(b) To determine each Aggrieved Employees Individual PAGA Payment, the Claims Administrator will use the following formula:  $\text{PAGA Payment} = (\text{Individual Pay Periods} \div \text{Total Pay Periods}) \times \text{Aggrieved Employees Amount}$ .

The Individual Settlement Payment will be reduced by any required deductions for each Class Member as set forth herein, including employee-side tax withholdings or deductions. The class portion of the Individual Settlement Payments will be allocated as follows: one-third (1/3) to wages, one-third (1/3) to interest, and one-third (1/3) to penalties. The PAGA portion will be allocated 100% to penalties.

**Settlement Class Payment:** According to the records of Defendant, you worked [REDACTED] weeks while employed as a non-exempt employee in California from April 3, 2019 through [REDACTED]. Based on these weeks worked, you are entitled to an Individual Settlement Payment of approximately \$[REDACTED]. This amount is subject to change based on the final ruling of the Court.

**PAGA Settlement Payment:** According to the records of Defendant, you worked [REDACTED] weeks while employed as a non-exempt employee in California from March 27, 2022 through [REDACTED]. Based on these weeks worked, you are entitled to a PAGA Settlement Payment Amount of approximately \$[REDACTED]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than [REDACTED], 2023. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

### **THE SETTLEMENT HEARING**

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on [REDACTED], at 8:30 a.m., in the Courtroom of Judge Fernando M. Olguin of the United States District Court, Central District of California, located at the United States Courthouse, 350 W. 1st Street, 6th Floor, Courtroom 6D, Los Angeles, CA 90012. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorney’s fees and costs to be awarded to Plaintiff’s Attorneys; and (v) the amount that should be awarded to Plaintiff as an Enhancement Award. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

### **WHAT ARE YOUR OPTIONS?**

#### **• OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

**IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.** If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than [REDACTED]. The Settlement Administrator’s address is [Settlement Administrator address].

#### **• OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final

Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than [redacted].

• **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement except you will participate in the PAGA portion thereof and be paid a share of the PAGA settlement. With that exception, you will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by mailing a letter to the Settlement Administrator at the above-stated address, such that it is postmarked no later than [redacted]. The letter must reasonably communicate your election to be excluded from the Settlement and include your name, address and email address or telephone number.

**ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed “Stipulation and Settlement of Class, Collective and Representative Action” which is on file with the Clerk of the Court and available by contacting Class Counsel at [admin@gaineslawfirm.com](mailto:admin@gaineslawfirm.com). Plaintiff Orin’s application for attorneys’ fees and costs and class representative enhancement are also available for your review. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court, Central District, located at United States Courthouse, 350 W. 1st Street, 6th Floor, Los Angeles, CA 90012.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at [address], [telephone number].

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.**

**BY ORDER OF THE UNITED STATES DISTRICT  
COURT, CENTRAL DISTRICT OF CALIFORNIA**