

Douglas Han (SBN 232858)
dhan@justicelawcorp.com
Shunt Tatavos-Gharajeh (SBN 272164)
statavos@justicelawcorp.com
Lizette Rodriguez (SBN 335182)
lrodriguez@justicelawcorp.com
JUSTICE LAW CORPORATION
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

Tim L Johnson (SBN 265794)
tim.johnson@ogletreedeakins.com
Nikolas T. Djordjevski (SBN 294728)
nikolas.djordjevski@ogletreedeakins.com
Yousaf M. Jafri (SBN 314773)
yousaf.jafri@ogletreedeakins.com
Keenan P. O'Connor (SBN 311800)
keenan.oconnor@ogletreedeakins.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, California 92122
Telephone: (858) 652-3100
Facsimile: (858) 652-3101

Attorneys for Defendant

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

DIEGO ALZAGA, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

ELDER DELIVERS LLC, a California limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: CVRI2202088

CLASS ACTION

Assigned for All Purposes to:
Honorable Craig Riemer
Department 1

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

Complaint Filed: May 24, 2022
Trial Date: None Set

1 This Joint Stipulation and Settlement Agreement (“Settlement Agreement,” “Settlement,” or
2 “Agreement”) is made and entered between Plaintiffs Diego Alzaga and Antonio Aviles (“Plaintiffs”
3 or “Class Representatives”), on behalf of themselves and all others similarly situated, and Defendant
4 Elder Delivers LLC, a California limited liability company (“Defendant”). The agreement refers to
5 Plaintiffs and Defendant as “Parties” or individually as “Party.”

6 This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge,
7 and settle the Released Claims (as defined below) on a class and representative action basis
8 pertaining to the Released Parties (as defined below) upon and subject to the terms and conditions
9 contained herein. This Agreement, which is contingent upon final Court approval, contains the
10 essential terms of the agreement. Plaintiffs and Class Counsel believe, and the Parties have agreed,
11 the settlement set forth in this Agreement confers substantial benefits upon the Class Members.

12 DEFINITIONS

13 The following definitions are applicable to this Settlement Agreement.

14 Definitions contained elsewhere in this Settlement Agreement will also be effective:

15 1. “Action” means the lawsuit alleging wage-and-hour violations against Defendant
16 captioned *Alzaga, et al. v. Elder Delivers LLC*, pending in the Riverside County Superior Court
17 (Case Number CVRI2202088).

18 2. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the Court
19 for Class Counsel’s litigation and resolution of this Action.

20 3. “Class Counsel” means Justice Law Corporation.

21 4. “Class List” means a complete list of all Class Members that Defendant will
22 diligently and in good faith compile from their records and provide to the Settlement Administrator
23 within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List
24 will not be shared with Plaintiffs and Class Counsel unless approved by Defendant and Defense
25 Counsel or if a Class Member requests that their personal data be shared with Class Counsel. The
26 Class List will be formatted in Microsoft Office Excel and will include each Class Member’s: (a)
27 full name; (b) last-known mailing address; (c) Social Security Number; (d) workweeks worked as
28

1 an hourly-paid or non-exempt employee in California during the Class Period; and (e) pay periods
2 worked as an hourly-paid or non-exempt employee in California during the PAGA Period.

3 5. "Class Member(s)" or "Class" means all current and former hourly-paid or non-
4 exempt employees of Defendant within the State of California at any time during the Class Period.
5 "Class Members" shall not include any person who submits a timely and valid Request for Exclusion
6 Form. There are about 623 persons answering to this definition who worked 13,370 Workweeks.

7 6. "Class Period" means the period from May 24, 2018 to March 16, 2023.

8 7. "Class Representatives" means the named Plaintiffs in the operative complaints in
9 the Action seeking Court approval to serve as the Class Representatives.

10 8. "Class Representative Enhancement Payments" means the amount approved by the
11 Court to be paid to Plaintiffs in recognition of their contributions to the Action on behalf of Class
12 Members and Eligible Aggrieved Employees and in return for executing a general release with
13 Defendant, to be paid from the Maximum Settlement Amount.

14 9. "Court" means the Superior Court of California, County of Riverside.

15 10. "Defendant" means Defendant Elder Delivers LLC.

16 11. "Defense Counsel" means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

17 12. "Eligible Aggrieved Employees" means all current and former hourly-paid or non-
18 exempt employees of Defendant within the State of California at any time during the PAGA Period.
19 There are about 256 persons answering to this definition who worked 4,060 PAGA Pay Periods.

20 13. "Final Approval" means the Court order granting final approval of the Agreement.

21 14. "Final Approval Hearing" means the Court's hearing on the Motion for Final
22 Approval of the Settlement.

23 15. "Individual PAGA Payments" means each Eligible Aggrieved Employee's share of
24 twenty-five percent (25%) of the PAGA Payment calculated according to the number of PAGA Pay
25 Periods worked during the PAGA Period. Eligible Aggrieved Employees will automatically receive
26 their Individual PAGA Payments even if they opt out of the Settlement.

27 ///

28 ///

1 16. “Individual Settlement Payment” means each Class Member’s pro rata share of the
2 Net Settlement Amount calculated according to the number of Workweeks worked during the Class
3 Period. Class Members will automatically receive their Individual Settlement Payments unless they
4 opt out of the Settlement. Class Members are not required to submit claim forms to receive their
5 share of the Individual Settlement Payments.

6 17. “Judgment” means the judgment entered by the Court based on the Final Approval.
7 The final Judgment shall constitute a judgment respecting the Parties within the meaning and for
8 purposes of Code of Civil Procedure sections 577, 581(d), and 904.1(a), and on the PAGA claims
9 for purposes of enforcing the rule announced in *Arias v. Superior Court* (2009) 46 Cal.4th 969.

10 18. “LWDA” means the California Labor and Workforce Development Agency, the
11 agency entitled, under Labor Code section 2699, subd. (i).

12 19. “Maximum Settlement Amount” means the sum of \$140,000, which is the maximum
13 amount to be paid by Defendant pursuant to this Agreement. The Maximum Settlement Amount
14 includes Individual Settlement Payments, Class Representative Enhancement Payments, Attorneys’
15 Fees and Costs, Settlement Administration Costs, and PAGA Payment as specified herein.

16 19(a). Defendant shall pay the employer’s share of applicable payroll taxes due on
17 the portion of Individual Settlement Payments allocated to wages separately and in
18 addition to the Maximum Settlement Amount. Defendant will have no obligation to
19 pay any amount in connection with this Settlement Agreement apart from the
20 Maximum Settlement Amount and employer’s share of applicable payroll taxes due
21 on the portion of Individual Settlement Payments allocated to wages.

22 19(b). No portion of the Maximum Settlement Amount will revert to Defendant.

23 19(c). The Maximum Settlement Amount was determined based on the financial
24 hardships Defendant has been experiencing in recent years. The Motion for
25 Preliminary Approval shall be supported by a declaration from an expert describing
26 the date and nature of Defendant’s financial records reviewed by the expert and the
27 information contained in those financial records that caused the Parties to believe
28 Defendant cannot afford a greater sum.

20. “Net Settlement Amount” means the Maximum Settlement Amount less the Class Representative Enhancement Payments, Attorneys’ Fees and Costs, Settlement Administration Costs, and PAGA Payment as specified in this Agreement.

21. “Notice of Class Action Settlement” means the notice of settlement, attached hereto as **Exhibit A**, to be mailed to all Class Members upon Preliminary Approval.

22. “Notice Packet” means the Notice of Class Action Settlement, Objection Form, and Request For Exclusion Form that will be mailed to all Class Members upon Preliminary Approval.

23. “Objection” means any written objection to this Settlement sent by a Class Member to the Settlement Administrator as specified herein and in the Notice of Class Action Settlement. An Objection to Settlement must be sent to the Settlement Administrator within the time limitations set forth in this Agreement. Class Members and Eligible Aggrieved Employees can object to the class portion of the Settlement but cannot object to the PAGA portion of the Settlement.

24. “Objection Form” means the form Class Members can use to submit Objections regarding this Settlement to the Settlement Administrator that must be postmarked on or before the Response Deadline. The Objection Form must state the: (a) case name and number; (b) name of the Class Member; (c) address and telephone number of the Class Member; (e) last four digits of the Class Member’s Social Security Number; and (f) basis for the Objection. Class Members and Eligible Aggrieved Employees cannot use the Objection Form to object to the PAGA portion of the Settlement. The Objection Form is attached hereto as **Exhibit B**, to be mailed to all Class Members upon Preliminary Approval.

25. “Objector” refers to a Class Member who has submitted an Objection.

26. “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698. *et seq.*).

27. “PAGA Payment” means the payment made hereunder to the California Labor and Workforce Development Agency (“LWDA”) and the Eligible Aggrieved Employees for settlement of claims for civil penalties under PAGA. Eligible Aggrieved Employees will still receive their share of the PAGA Payment even if they submit valid and timely Request for Exclusion Forms.

///

1 28. “PAGA Pay Period” means any pay period during which an Eligible Aggrieved
2 Employee worked for Defendant for at least one (1) day as an hourly-paid or non-exempt employee
3 in California during the PAGA Period.

4 29. “PAGA Period” means the period from March 24, 2022 to March 16, 2023.

5 30. “PAGA Pay Period Value for Eligible Aggrieved Employees” means the value of
6 each compensable PAGA Pay Period by Eligible Aggrieved Employees, as determined by the
7 formula set forth below.

8 31. “Parties” means Plaintiffs and Defendant collectively.

9 32. “Participating Class Member” means a Class Member who does not submit a valid
10 and timely Request for Exclusion from the Settlement.

11 33. “Plaintiffs” means Diego Alzaga and Antonio Aviles.

12 34. “Preliminary Approval” means the Court order granting preliminary approval of the
13 Agreement.

14 35. “Preliminary Approval Order” means the proposed Order Granting Preliminary
15 Approval and Approval of PAGA Settlement.

16 36. “Released Claims” means all causes of action and factual or legal theories stated in
17 the operative complaints and those based solely upon the facts, circumstances, or primary rights that
18 were alleged in the operative complaints. This includes all of the following claims for relief: (a)
19 failure to pay all regular wages, minimum wages, overtime wages, and sick leave due; (b) failure to
20 provide proper meal and rest breaks and to properly provide premium pay in lieu thereof; (c) failure
21 to provide complete, accurate, or properly formatted wage statements and payroll records; (d) failure
22 to reimburse necessary business expenditures; (e) failure to pay waiting time penalties; (f) failure to
23 timely pay wages during employment and after employment; (g) engaging in unfair business
24 practices that could have been premised on the claims, causes of action or legal theories of relief
25 described above or any of the claims, causes of action or legal theories of relief pleaded in the
26 operative complaints; (h) all claims under PAGA, which shall only bind Plaintiffs and the State of
27 California, that were described in the notice letter sent to the LWDA and only to the extent these
28 claims were alleged in the operative complaints; and (i) all damages, penalties, interest, and other

1 amounts recoverable under said claims, causes of action or legal theories of relief. The period of the
2 Released Claims shall extend to the limits of the Class Period.

3 36(a). Eligible Aggrieved Employees do not release their claims for wages except as
4 otherwise provided by the preceding paragraph. Class Members do not release their
5 claims for wages if they submit valid and timely Request for Exclusion Forms.
6 Defendant shall be entitled to a release of the Released Claims occurring during the
7 Class Period only and during such time Class Members were classified as hourly-
8 paid or non-exempt employees. The Released Claims also exclude claims for vested
9 benefits, wrongful termination, unemployment insurance, disability, social security,
10 and workers' compensation.

11 37. "Released Parties" means Defendant together with its current and former officers,
12 directors, employees, managing agents, owners, business partners, contracting partners, and clients.

13 38. "Request for Exclusion Form" means a timely written request by a Class Member to
14 be excluded from the Settlement. The Request for Exclusion Form must: (a) set forth the name,
15 address, telephone number and last four digits of the Social Security Number of the Class Member
16 requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
17 Administrator; (d) clearly state the Class Member does not wish to be included in the Settlement;
18 and (e) be postmarked on or before the Response Deadline. Class Members and Eligible Aggrieved
19 Employees cannot use the Request for Exclusion Form to exclude themselves from the PAGA
20 portion of the Settlement. The Request for Exclusion Form is attached hereto as **Exhibit C**, to be
21 mailed to all Class Members upon Preliminary Approval.

22 39. "Response Deadline" means the deadline by which Class Members must postmark
23 to the Settlement Administrator Request for Exclusion Forms or Objection Forms. The Response
24 Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the
25 Settlement Administrator. Class Members to whom Notice Packets are resent after having been
26 returned undeliverable to the Settlement Administrator shall have an additional ten (10) calendar
27 days beyond the date the Response Deadline has expired. If the forty-fifth (45th) day falls on a
28

1 Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the
2 U.S. Postal Service is open.

3 40. "Settlement Administrator" means CPT Group, Inc that will work with the Parties to
4 administer this Settlement. The Parties each represent they do not have a financial interest in the
5 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
6 could create a conflict of interest.

7 41. "Settlement Administration Costs" includes all costs payable to the Settlement
8 Administrator for administering this Settlement. This includes, but is not limited to: (a) printing,
9 distributing, remailing (if necessary), and tracking notice and other documents (*i.e.*, Objection
10 Forms, Request for Exclusion Forms received) for this Settlement; (b) calculating and distributing
11 all payments to be made pursuant to this Settlement; (c) sending Class Members and Eligible
12 Aggrieved Employees reminder postcards for uncashed settlement checks; (d) setting up the interest-
13 bearing Qualified Settlement Fund ("QSF"); (e) providing any funds remaining in the QSF as a result
14 of uncashed settlement checks to the State Controller's Unclaimed Property Fund and LWDA; (f)
15 tax reporting; and (g) providing necessary reports and declarations as requested by the Parties and
16 ordered by the Court.

17 42. "Workweek(s)" means the number of calendar weeks the Class Member worked for
18 Defendant for at least one (1) day as an hourly-paid or non-exempt employee in California during
19 the Class Period.

20 43. "Workweek Value for Class Members" means the value of each compensable
21 Workweek by Class Members, as determined by the formula set forth in herein below.

22 **TERMS OF AGREEMENT**

23 Plaintiffs, on behalf of themselves and the Class, and Defendant agree as follows:

24 44. Funding of the Maximum Settlement Amount. On December 20, 2023, Defendant
25 will make the first payment of \$50,000 into the QSF, which the Settlement Administrator will
26 manage and establish. On March 20, 2024, Defendant will make a second payment of \$25,000 into
27 the QSF. On September 20, 2024, Defendant will make a third payment of \$25,000 into the QSF. On
28 March 20, 2025, Defendant will make a fourth payment of \$25,000 into the QSF. On May 20, 2025,

1 Defendant will make a final payment of \$15,000 into the QSF. This payment plan is essential for
2 Defendant due to the financial hardships it has been experiencing in recent years. The Maximum
3 Settlement Amount will be used to pay the: (a) Individual Settlement Payments; (b) Class
4 Representative Enhancement Payments; (c) Attorneys' Fees and Costs; (d) PAGA Payment; and (e)
5 Settlement Administration Costs.

6 45. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees and
7 Costs of no more than \$46,666.67 in attorney's fees (1/3 of the Maximum Settlement Amount) and
8 no more than \$16,000 in attorneys' costs, and Defendant agrees not to oppose such application. All
9 Attorneys' Fees and Costs will be paid from the Maximum Settlement Amount. Plaintiffs and Class
10 Counsel will not have the right to revoke this Settlement if the Court fails to approve the sum of
11 Attorneys' Fees and Costs sought by Class Counsel. Any portion of the Attorneys' Fees and Costs
12 not awarded to Class Counsel will be added to the Net Settlement Amount. The Settlement
13 Administrator will pay the Attorneys' Fees and Costs using one or more IRS Form 1099. Class
14 Counsel assume full responsibility and liability for taxes owed on the Attorneys' Fees and Costs,
15 hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any
16 division or sharing of any of these payments.

17 46. Class Representative Enhancement Payments. Plaintiffs will each apply to the Court
18 for Class Representative Enhancement Payments of no more than \$2,500 (totaling \$5,000) for their
19 efforts and work in prosecuting the Action on behalf of Class Members and Eligible Aggrieved
20 Employees, and Defendant agrees not to oppose such application. The Class Representative
21 Enhancement Payments, which will be paid from the Maximum Settlement Amount, will be in
22 addition to Plaintiffs' right to an Individual Settlement Payment pursuant to this Settlement. Plaintiffs
23 will be solely and legally responsible to pay any and all applicable taxes on the Class Representative
24 Enhancement Payments and will hold Defendant harmless from any claim or liability for taxes,
25 penalties, or interest arising from this payment. Plaintiffs will not have the right to revoke this
26 Settlement if the Court fails to approve the amount sought by Plaintiffs as the Class Representative
27 Enhancement Payments. Any portion of the Class Representative Enhancement Payments not
28

1 awarded to Plaintiffs will be added to the Net Settlement Amount. The Settlement Administrator will
2 pay the Class Representative Enhancement Payments using IRS Form 1099.

3 47. Settlement Administration Costs. The Settlement Administrator will be paid for the
4 reasonable costs of administration of the Settlement and distribution of payments. These costs, which
5 will be paid from the Maximum Settlement Amount, will include, *inter alia*: (a) printing,
6 distributing, remailing (if necessary), and tracking notice and other documents (*i.e.*, Objection
7 Forms, Request for Exclusion Forms received) for this Settlement; (b) calculating and distributing
8 all payments to be made pursuant to this Settlement; (c) sending Class Members and Eligible
9 Aggrieved Employees reminder postcards for uncashed settlement checks; (d) setting up the interest-
10 bearing QSF; (e) providing any funds remaining in the QSF as a result of uncashed settlement checks
11 to the State Controller's Unclaimed Property Fund and LWDA; (f) tax reporting; and (g) providing
12 necessary reports and declarations as requested by the Parties and ordered by the Court. The
13 Settlement Administration Costs will not exceed \$13,000. All the Settlement Administration Costs
14 shall be paid from the Maximum Settlement Amount upon completion of all duties required to be
15 performed by the Settlement Administrator under the terms of this Settlement or required by the
16 Court. Any portion of the Settlement Administration Costs not awarded to the Settlement
17 Administrator will be added to the Net Settlement Amount.

18 48. PAGA Payment. \$10,000 shall be allocated from the Maximum Settlement Amount
19 for settlement of claims for civil penalties under PAGA. The Settlement Administrator shall pay
20 seventy-five percent (75%) of the PAGA Payment (\$7,500) to the LWDA and twenty-five percent
21 (25%) of the PAGA Payment (\$2,500) to Eligible Aggrieved Employees, on a pro rata basis, as
22 described in this Agreement. Each Eligible Aggrieved Employee's portion of the PAGA Payment
23 will be part of his or her Individual PAGA Payment. Eligible Aggrieved Employees will receive their
24 portion of the PAGA Payment even if they submit valid and timely Request for Exclusion Forms.

25 49. Individual Settlement Payment Calculations. Individual Settlement Payments to
26 Class Members will be calculated and apportioned from the Net Settlement Amount based on the
27 number of Workweeks a Class Member worked during the Class Period as an hourly-paid or non-
28 exempt employee in California. Such calculations will be made as follows:

1 49(a). The Settlement Administrator will use the Class List to determine the total
2 number of Workweeks worked by each Class Member as an hourly-paid or non-
3 exempt employee in California during the Class Period and the aggregate total
4 Workweeks worked by all Class Members as hourly-paid or non-exempt employees
5 in California during the Class Period.

6 49(b). To determine the estimated Individual Settlement Payments, the Settlement
7 Administrator will use the following formula: Net Settlement Amount will be divided
8 by the aggregate total number of Workweeks worked by all Class Members during
9 the Class Period, resulting in the Workweek Value for Class Members. Each Class
10 Member's Individual Settlement Payment will then be calculated by multiplying each
11 individual Class Member's total number of Workweeks worked by the Workweek
12 Value for Class Members.

13 49(c). The entire Net Settlement Amount will be disbursed as Individual Settlement
14 Payments to Class. If there are any valid and timely Request for Exclusion Forms
15 from Class Members, the Settlement Administrator shall proportionately increase the
16 Individual Settlement Payment for each Class Member according to the number of
17 Workweeks worked so that the amount distributed to the Class equals one hundred
18 percent (100%) of the Net Settlement Amount. All interest accrued from Defendant's
19 payment into the QSF during the funding process and through distribution will be
20 added to the Net Settlement Amount, and the Individual Settlement Payments will be
21 proportionally increased on a pro rata basis.

22 49(d). Twenty percent (20%) of each Participating Class Member's Individual
23 Settlement Payment will be allocated to settlement of wage claims ("Wage Portion").
24 The Wage Portions are subject to tax withholding and will be reported on an IRS
25 Form W-2. Eighty percent (80%) of each Participating Class Member's Individual
26 Settlement Payment will be allocated to settlement of claims for interest and penalties
27 ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings
28 and will be reported on IRS Form 1099. All interest accrued from Defendant's

1 payment into the QSF during the funding process and through distribution will be
2 added to the Net Settlement Amount, and Individual Settlement Payments will be
3 proportionally increased on a pro rata basis. These allocations represent the Parties'
4 good faith allocation based on the claims asserted and potential damages related to
5 wages, liquidated damages, interest, and penalties. In accordance with applicable law,
6 the Settlement Administrator will make required tax withholdings from the Wage
7 Portion of each Individual Settlement Payment and will remit the withholding to the
8 appropriate taxing authorities. The Settlement Administrator shall issue any
9 necessary IRS Form W-2 and 1099 to Participating Class Members for their
10 Individual Settlement Payments. No opinion regarding the tax consequences of this
11 Settlement to any Participating Class Member is being given, or will be given, by
12 Defendant, Defense Counsel, Released Parties, or Class Counsel. Participating Class
13 Members must consult their own tax advisors regarding the tax consequences of this
14 Settlement, including, but not limited to, any payments provided or tax reporting
15 obligations. Participating Class Members assume full responsibility and liability for
16 any employee taxes owed on their Individual Settlement Payments and will
17 indemnify and hold harmless Defendants and the Released Parties from any claim or
18 liability for taxes, penalties, or interest arising because of any Individual Settlement
19 Payment.

20 50. Individual PAGA Payment Calculations. Individual PAGA Payments to Eligible
21 Aggrieved Employees will be calculated and apportioned from the twenty-five percent (25%) of the
22 PAGA Payment (\$2,500) based on the number of PAGA Pay Periods an Eligible Aggrieved
23 Employee worked during the PAGA Period as an hourly-paid or non-exempt employee in California.
24 Such calculations will be made as such:

25 50(a). The Settlement Administrator will use the Class List to determine the total
26 number of PAGA Pay Periods worked by each Eligible Aggrieved Employees as an
27 hourly-paid or non-exempt employee in California during the PAGA Period and the
28 aggregate total number of PAGA Pay Periods worked by all Eligible Aggrieved

1 Employees as hourly-paid or non-exempt employees in California during PAGA
2 Period.

3 50(b). To determine the estimated Individual PAGA Payments, the Settlement
4 Administrator will use the following formula: twenty-five percent (25%) of the
5 PAGA Payment (\$2,500) will be divided by the aggregate total number of PAGA Pay
6 Periods worked by all Eligible Aggrieved Employees during the PAGA Period,
7 resulting in the PAGA Pay Period Value for Eligible Aggrieved Employees. Each
8 Eligible Aggrieved Employee's Individual PAGA Payment will be then calculated by
9 multiplying each individual Eligible Aggrieved Employee's total number of PAGA
10 Pay Periods worked by the PAGA Pay Period Value for Eligible Aggrieved
11 Employees.

12 50(c). All Individual PAGA Payments will be allocated as one hundred percent
13 (100%) penalties. The Settlement Administrator will be responsible for issuing
14 Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved
15 Employee's Individual PAGA Payment exceeds \$600. Eligible Aggrieved Employees
16 assume sole responsibility and liability for any taxes owed on their Individual PAGA
17 Payment and will indemnify and hold harmless Defendants and the Released Parties
18 from any claim or liability for taxes, penalties, or interest arising because of any
19 Individual PAGA Payment.

20 51. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Class
21 Members under this Settlement, as well as any other payments made pursuant to this Settlement,
22 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
23 Members may be eligible. This includes but is not limited to: (a) profit-sharing plans; (b) bonus
24 plans; (c) 401(k) plans; (d) stock purchase plans; (e) vacation plans; (f) sick leave plans; (g) PTO
25 plans; and (h) any other benefit plan.

26 ///

27 ///

28 ///

1 52. Settlement Administration Process. The Parties agree to cooperate in the
2 administration of the settlement and to make all reasonable efforts to control and minimize the costs
3 and expenses incurred in administration of the Settlement. Defendant agrees to fund the QSF by
4 making the above-described payment through the Settlement Administrator.

5 53. Delivery of the Class List. Within twenty-one (21) calendar days of entry of the
6 Court's Order Granting Preliminary Approval, Defendant will provide the Class List to the
7 Settlement Administrator.

8 54. Confirmation of Contact Information in the Class List and Undeliverable Notices.
9 Prior to mailing, the Settlement Administrator will perform a search based on the National Change
10 of Address Database for information to update and correct for any known or identifiable address
11 changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or
12 before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the
13 forwarding address affixed thereto, and the Settlement Administrator will indicate the date of such
14 remailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator
15 will promptly attempt to determine the correct address using an Accurint search/skip-trace and will
16 perform a single remailing.

17 55. Notice by First-Class U.S. Mail. Within ten (10) calendar days after the Settlement
18 Administrator receives the Class List from Defendant, the Settlement Administrator will mail a
19 Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known
20 mailing addresses identified in the Class List.

21 56. Notice Packets. All Class Members will be mailed a Notice Packet, comprised of the
22 Notice of Class Action Settlement, Objection Form, and Request For Exclusion Form in the forms
23 attached as **Exhibits A, B, and C** respectively or as provided by Court order.

24 57. Disputed Information in the Notice Packets. Class Members will have an opportunity
25 to dispute the information provided in their Notice Packets. If Class Members dispute the number of
26 Workweeks or PAGA Pay Periods worked, they can produce evidence to the Settlement
27 Administrator showing such information is inaccurate. The Settlement Administrator will advise the
28 Parties of such dispute, allow Defendant five (5) business days to respond with any additional

1 information or records, and then decide the dispute. Defendant's records will be presumed correct,
2 but the Settlement Administrator will evaluate the evidence submitted by the Class Member and
3 Defendant. The Settlement Administrator will make the final decision as to the merits of the dispute.

4 58. Request for Exclusion Forms. Any Class Member wishing to opt-out from the
5 Settlement must sign and postmark a valid and timely written Request for Exclusion Form to the
6 Settlement Administrator within the Response Deadline (no less than 45 calendar days from the
7 initial mailing of the Notice Packet by the Settlement Administrator). The postmark date will be the
8 exclusive means to determine whether a Request for Exclusion Form has been timely submitted. The
9 Parties and their counsel will not solicit or encourage any Class Member, directly or indirectly, to
10 opt out of the Settlement. A Class Member who properly submits a valid and timely request to be
11 excluded from the Action will not receive an Individual Settlement Payment, will not be bound by
12 the class action releases of the Settlement, and will not have standing to object to the Settlement. A
13 Request for Exclusion Form must be mailed to the Settlement Administrator at the address to be
14 provided in the Notice Packet. The Settlement Administrator will promptly transmit the Request for
15 Exclusion Forms to the Parties' counsel. Class Counsel will include all Request for Exclusion Forms
16 received with the motion for Final Approval of the Settlement.

17 58(a). PAGA Portion of the Settlement. A Class Member who properly submits a
18 valid and timely request to be excluded from the Action will still receive his or her
19 Individual PAGA Payment if he or she is also an Eligible Aggrieved Employee. In
20 other words, a Class Member will still be bound by the PAGA portion of this
21 Settlement even if he or she submits a valid and timely request to be excluded.

22 58(b). Defective Submissions. If a Class Member's Request for Exclusion Form is
23 defective as to the requirements listed herein, that Class Member will be given an
24 opportunity to cure the defect(s). Specifically, the Settlement Administrator will mail
25 the Class Member a curative letter within three (3) business days of receiving the
26 defective submission to advise the Class Member his or her submission is defective
27 and that the defect must be cured to render the Request for Exclusion Form valid. The
28 Class Member will have until the later of: (1) the Response Deadline; or (2) ten (10)

1 calendar days from the date of the curative letter, whichever date is later, to postmark
2 a revised Request for Exclusion Form. If the revised Request for Exclusion Form is
3 not postmarked within that period, it will be deemed untimely. If the Settlement
4 Administrator has reason to question the authenticity of a Request for Exclusion, the
5 Settlement Administrator may demand additional proof of the Class Member's
6 identity. The Settlement Administrator's determination of authenticity shall be final
7 and not appealable or otherwise susceptible to challenge.

8 58(c). Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
9 Member who does not affirmatively opt out of the Settlement by submitting a timely
10 and valid Request for Exclusion Form will be bound by all its terms, including those
11 pertaining to the Released Claims, as well as any Judgment that may be entered by
12 the Court if it grants Final Approval.

13 59. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion
14 identified by the Settlement Administrator exceeds five percent (5%) of the total of all Class
15 Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties
16 agree if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
17 whatsoever and that neither Party will have any further obligation to perform under this Settlement
18 provided Defendant will remain responsible for paying all settlement administration costs incurred
19 to that point. Defendant must notify Class Counsel and the Court of its selection to withdraw no later
20 than ten (10) calendar days after the Settlement Administrator sends the final weekly report to
21 Defense Counsel. A late election will have no effect.

22 60. Escalator Clause. Based on its records, Defendant estimates, as of March 16, 2023,
23 there are: (a) 623 Class Members who worked a total of 13,370 Workweeks; and (b) 256 Eligible
24 Aggrieved Employees who worked a total of 4,060 PAGA Pay Periods. If it is determined that the
25 number of Workweeks through March 16, 2023 exceeds five percent (5%) or more of 13,370 (*i.e.*,
26 more than 14,038 Workweeks), then at Defendant's option, either the: (i) Gross Settlement Amount
27 shall increase proportionality over the five percent (5%) increase (*i.e.*, if the number of Workweeks
28

1 increases by 6%, the Gross Settlement Amount will increase by 1%); or (b) Class Period shall end
2 as of the date the Workweeks within the Class Period reach 14,038 Workweeks.

3 61. Objection Procedures. The Notice Packet shall state Class Members who wish to
4 object to the Settlement may do so by submitting an Objection Form to the Settlement Administrator
5 by the Response Deadline (no less than 45 calendar days from the initial mailing of the Notice Packet
6 by the Settlement Administrator). The postmark date of the filing and service will be deemed the
7 exclusive means for determining whether the Objection is timely. The Settlement Administrator will
8 promptly provide any Objection Forms to the Parties' counsel upon receiving them. Class Counsel
9 will include all Objections received and Plaintiffs' response(s) with the motion for Final Approval
10 of the Settlement. Class Members have the right to have their Objections heard at the Final Approval
11 Hearing. However, Class Members are not required to appear at the Final Approval Hearing to have
12 their Objections considered. Class Counsel will not represent any Class Members with respect to
13 any such Objections to this Settlement. Any Class Members who request exclusion from the
14 Settlement will not have standing to object to the Settlement. If a Class Member objects to the
15 Settlement, the Class Member will remain a member of the Class. By extension, if the Court
16 approves this Settlement, the objecting Class Member will be deemed a Class Member and be bound
17 by the terms of the Settlement and Final Approval Hearing in the same way and to the same extent
18 as a Class Member who did not object.

19 61(a). PAGA Portion of the Settlement. Class Members and Eligible Aggrieved
20 Employees cannot object to the PAGA portion of the Settlement.

21 62. Settlement Administrator Reports. The Settlement Administrator will provide the
22 Parties' counsel a weekly report of the number of Class Members who have submitted valid Request
23 for Exclusion Forms, Objection Forms, and disputes regarding Workweeks worked calculations. The
24 Settlement Administrator will also provide the Parties' counsel with any updated reports regarding
25 the administration of the Settlement Agreement as needed or requested.

26 ///

27 ///

28 ///

1 63. Funding of the Maximum Settlement Amount. Defendant will fund the Maximum
2 Settlement Amount by submitting payments to the QSF pursuant to the payment plan detailed above.
3 The Settlement Administrator will notify Defendant's counsel of the account information to which
4 Defendant will wire the payment into the QSF to fund the Maximum Settlement Amount. Upon
5 establishing the QSF, the Settlement Administrator will maintain the fund through preliminary
6 approval, settlement administration, and approval process.

7 64. Distribution and Timing of Payments: Within twenty-one (21) calendar days of
8 Defendant fully funding the QSF with the Maximum Settlement Amount, the Settlement
9 Administrator will issue payments to: (a) all Class Members who have not submitted a valid and
10 timely Request for Exclusion Form, including any Class Member whose notice was returned as
11 undeliverable; (b) Eligible Aggrieved Employees; (c) Plaintiffs; (d) Class Counsel; and (e) LWDA.
12 The Settlement Administrator will also issue a payment to itself for Court-approved services
13 performed in connection with the Settlement. The Settlement Administrator will pay Individual
14 Settlement Payments from the Net Settlement Amount to all Class Members who do not timely
15 request exclusion. The Settlement Administrator will also pay Individual PAGA Payments from the
16 twenty-five percent (25%) portion of the PAGA Payment to all Eligible Aggrieved Employees. The
17 Settlement Administrator will submit these payments by sending a check in the appropriate amount
18 to the Class Members at the address indicated in the Class List provided by Defendant, or as later
19 determined by the Settlement Administrator to be correct.

20 65. Uncashed Settlement Checks. Class Members will receive checks for their
21 Individual Settlement Payments and Individual PAGA Payments. Checks will remain negotiable for
22 one hundred eighty (180) calendar days. Any check not cashed within one hundred eighty (180)
23 calendar days will be void. The funds from the uncashed checks representing Individual Settlement
24 Payments shall be distributed by the Settlement Administrator to the State Controller's Unclaimed
25 Property Fund while funds from the uncashed checks representing Individual PAGA Payments shall
26 be distributed by the Settlement Administrator to the LWDA. The Settlement Administrator shall
27 provide a declaration of deposit with the State Controller's Unclaimed Property Fund and LWDA,
28 which will be served on the Parties' counsel within ten (10) calendar days of payment of the residual

1 to such beneficiary. Any costs associated with administering the remaining funds under this
2 paragraph (*i.e.*, bank stop-payment charges, settlement administration costs associated with any
3 reserve amount) or payments to the State Controller's Unclaimed Property Fund and LWDA will be
4 deducted before the deposit into the State Controller's Unclaimed Property Fund and LWDA.

5 66. Certification of Completion. Within ten (10) calendar days after the Settlement
6 Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator will
7 provide Class Counsel and Defense Counsel with a final report detailing its disbursements by
8 employee identification number only of all payments made under this Agreement. At least fifteen
9 (15) calendar days before any deadline set by the Court, the Settlement Administrator will prepare,
10 and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
11 attesting to its disbursement of all payments required under this Agreement. Class Counsel is
12 responsible for filing the Settlement Administrator's declaration in Court.

13 67. Administration of Taxes by Settlement Administrator. The Settlement Administrator
14 will be responsible for issuing to Plaintiffs, Class Members, and Class Counsel tax forms as may be
15 required by law for all amounts paid and will be responsible for forwarding all taxes and penalties
16 to the appropriate government authorities as may be required by law.

17 68. Tax Liability. Defendant makes no representation as to the tax treatment or legal
18 effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying on any
19 statement, representation, or calculation by Defendant or by the Settlement Administrator in this
20 regard. Plaintiffs and Class Members understand and agree they will be solely responsible for the
21 payment of any taxes and penalties assessed on the payments described herein and will defend,
22 indemnify, and hold Defendant free and harmless from and against any claims resulting from
23 treatment of such payments as non-taxable damages.

24 69. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
25 PURPOSES OF THIS PARAGRAPH, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
26 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
27 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
28 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR

1 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
2 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
3 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
4 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
5 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
6 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
7 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
8 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
9 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
10 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
11 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
12 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
13 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS
14 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
15 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
16 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
17 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
18 CONTEMPLATED BY THIS AGREEMENT.

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

23 71. Nullification of Settlement Agreement. If: (a) the Court does not finally approve the
24 Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then
25 this Agreement, and any documents generated to bring it into effect, will be null and void. In either
26 instance and upon notice by Defendant to the Settlement Administrator, the Settlement Administrator
27 will return to Defendant any funds that Defendant deposited in the QSF made pursuant to this
28

1 Agreement within ten (10) calendar days of said notice. Any order or judgment entered by the Court
2 in furtherance of this Agreement will likewise be treated as void from the beginning.

3 72. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
4 request the Preliminary Approval of the Settlement Agreement and the entry of a Preliminary
5 Approval Order for: (a) the conditional certification of the Class for settlement purposes only; (b)
6 preliminary approval of the Settlement Agreement; and (c) setting a date for a Final Approval
7 Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
8 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
9 submit this Settlement Agreement, which will include the Notice Packet.

10 73. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
11 deadlines to postmark Request for Exclusion Forms or Objection Forms to the Settlement
12 Agreement, and with the Court's permission, a Final Approval Hearing will be conducted to
13 determine the Final Approval of the Settlement Agreement along with the amounts properly payable
14 for: (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) Class Representative
15 Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs.
16 Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval.
17 Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be
18 heard at the Final Approval Hearing. The Final Approval Hearing will not be held earlier than thirty
19 (30) days after the Response Deadline.

20 74. Judgment and Continued Jurisdiction. Upon Final Approval or after the Final
21 Approval Hearing, the Parties will present the Judgment to the Court for its approval. After entry of
22 the Judgment, the Court will have continuing jurisdiction to address: (a) the interpretation and
23 enforcement of the terms of the Settlement; (b) settlement administration matters; and (c) such post-
24 Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

25 75. General Release by Plaintiffs. In consideration for the consideration set forth in this
26 Agreement, Plaintiffs, for themselves and their heirs, successors, and assigns waive, release, acquit,
27 and forever discharges the Released Parties from any and all claims, actions, charges, complaints,
28 grievances, and causes of action, of whatever nature, whether known or unknown, which exist or

1 may exist on Plaintiffs' behalf as of the date of this Agreement. This includes, but is not limited to,
2 any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims,
3 benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims,
4 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
5 meruit claims, and any and all claims arising under any federal, state or other governmental statute,
6 law, regulation or ordinance, including any claims arising under the California Fair Employment and
7 Housing Act (FEHA), the Labor Code, the Wage Orders of California's Industrial Welfare
8 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
9 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title
10 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the Family
11 Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, Business &
12 Professions Code sections 17200, *et seq.*, and any and all claims arising under any federal, state or
13 other governmental statute, law, regulation or ordinance. Plaintiffs also hereby expressly waive and
14 relinquish any and all claims, rights or benefits they may have under Civil Code section 1542, which
15 provides as follows:

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

22 Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which
23 they now know or believe to exist, but Plaintiffs expressly agree to fully, finally, and forever settle
24 and release any and all claims against the Released Parties, known or unknown, suspected or
25 unsuspected, which exist or may exist against Released Parties at the time of execution of this
26 Agreement. This includes, but is not limited to, any and all claims relating to or arising from
27 Plaintiffs' employment with Defendant. The Parties further acknowledge, understand, and agree this
28 representation and commitment is essential to the Agreement and that this Agreement would not
have been entered were it not for this representation and commitment.

1 76. Release by All Class Members. Plaintiffs and all Class Members who do not submit
2 a valid and timely Request for Exclusion Form, on behalf of himself or herself, his or her heirs,
3 descendants, dependents, executors, administrators, assigns, and successors, fully and finally release
4 and discharge the Released Parties from any and all of the Released Claims within the Class Period.
5 This waiver and release will be final and binding following Final Approval and will have every
6 preclusive effect permitted by law. Plaintiffs and the Class Members may hereafter discover facts or
7 legal arguments in addition to or different from those they now know or currently believe to be true
8 with respect to the Released Claims. The discovery of new facts or legal arguments shall in no way
9 limit the scope or definition of the Released Claims. By virtue of this Agreement, Plaintiffs and the
10 Class Members shall be deemed to have, and by operation of the final judgment approved by the
11 Court, shall have, fully, finally, and forever settled and released all of the Released Claims. The
12 Parties understand and agree the scope of the release described in this paragraph: (a) is a material
13 part of the consideration for this Agreement; (b) was critical in justifying the agreed upon economic
14 value of this settlement and without it Defendant would not have agreed to the consideration
15 provided; and (c) is narrowly drafted and necessary to ensure Defendant is obtaining peace of mind
16 regarding the resolution of claims that were or could have been alleged based on the facts, causes of
17 action, and legal theories contained in the operative complaints in the Action.

18 77. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
19 set forth in any attached Exhibits, which are incorporated by reference as though fully set forth
20 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

21 78. Publicity Agreement. Plaintiffs and Class Counsel agree not to disclose or publicize
22 the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
23 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity,
24 except potential class members and as shall be contractually required to effectuate the terms of the
25 Settlement. For the avoidance of doubt, this paragraph means Plaintiffs and Class Counsel agree not
26 to issue press releases, communicate with, or respond to any media or publication entities, publish
27 information in manner or form, whether printed or electronic, on any medium or otherwise
28 communicate, whether by print, video, recording or any other medium, with any person or entity

1 concerning the Settlement, including the fact of the Settlement, its terms or contents and the
2 negotiations underlying the Settlement, except as shall be contractually required to effectuate the
3 terms of the Settlement. But for the limited purpose of allowing Class Counsel to prove adequacy as
4 class counsel in other actions, Class Counsel may disclose the name of the Parties and the venue/case
5 number of this Action (but not any other settlement details).

6 79. No Unalleged Claims. Plaintiffs and Class Counsel represent they are not currently
7 aware of any: (a) unalleged claims in addition to, or different from, those which are finally and
8 forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts
9 or legal theories upon which any claims or causes of action could be brought against Defendant,
10 except such facts and theories alleged in the operative complaints in this Action. Plaintiffs and Class
11 Counsel further represent, other than the instant Action, they have no current intention of asserting
12 any other claims against Defendant in any judicial or administrative forum. Plaintiffs and Class
13 Counsel represent they do not currently know of or represent any persons who have expressed any
14 interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge,
15 understand, and agree the representations described in this paragraph are essential to the Settlement
16 and that this Settlement would not have been entered were it not for this representation.

17 80. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety
18 of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
19 be deemed binding on the Parties. This provision has no application or impact on any arbitration
20 agreements, confidentiality agreements, employee handbooks or policies executed by a Class
21 Member during his or her employment with Defendant, which remain in full force and effect.

22 81. Amendment or Modification. This Settlement Agreement may be amended or
23 modified only by a written instrument signed by the Parties' counsel or their successors-in-interest.

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

1 and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
2 reach agreement on the form or content of any document needed to implement the Settlement, or on
3 any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
4 the Parties shall refer the matter to the mediator Lisa Klerman for resolution.

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

7 84. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
8 will be governed by and interpreted according to the laws of the State of California.

9 85. Execution and Counterparts. This Settlement Agreement is subject only to the
10 execution of all Parties. However, the Settlement may be executed in one or more counterparts. All
11 executed counterparts and each of them, including facsimile and scanned copies of the signature
12 page, will be deemed to be one and the same instrument if the Parties' counsel will exchange among
13 themselves original signed counterparts.

14 86. Acknowledgement the Settlement Agreement is Fair and Reasonable. The Parties
15 believe this Settlement is a fair, adequate, and reasonable settlement and have arrived at this
16 Settlement after arm's-length negotiations and in the context of adversarial litigation. The Parties
17 further acknowledge they are each represented by competent counsel and that they have had an
18 opportunity to consult with their counsel regarding the fairness and reasonableness of this
19 Settlement. In addition, the mediator may execute a declaration supporting the Settlement and the
20 reasonableness of the Settlement. The Court may, in its discretion, contact the mediator to discuss
21 the Settlement and whether the Settlement is objectively fair and reasonable.

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

26 ///

27 ///

28 ///

1 88. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
2 class certification for purposes of this Settlement only. Plaintiffs or Class Counsel may appeal any
3 reduction in Attorneys' Fees and Costs below the amount they request from the Court, and either
4 Party may appeal any court order that materially alters the Settlement Agreement's terms.

5 89. Non-Admission of Liability. The Parties enter this Settlement to resolve the dispute
6 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In
7 entering this Settlement, Defendant does not admit, and specifically denies, it: (a) violated any
8 federal, state, or local law; (b) violated any regulations or guidelines promulgated pursuant to any
9 statute or any other applicable laws, regulations, or legal requirements; (c) breached any contract;
10 (d) violated or breached any duty; (e) engaged in any misrepresentation or deception; or (f) engaged
11 in any other unlawful conduct with respect to their employees. Except as necessary in a proceeding
12 to enforce the terms of this Settlement, this Settlement and its terms and provisions will not be
13 offered or received as evidence in any action or proceeding to establish any liability or admission on
14 the part of Defendant or to establish the existence of any condition constituting a violation of, or a
15 non-compliance with, federal, state, local or other applicable law.

16 90. Waiver. No waiver of any condition or covenant contained in this Settlement or
17 failure to exercise a right or remedy by any of the Parties will be considered to imply or constitute a
18 further waiver by the Parties of the same or any other condition, covenant, right, or remedy.

19 91. Enforcement Action. If one or more of the Parties institutes any legal action or other
20 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
21 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
22 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
23 witness fees incurred in connection with any enforcement actions.

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

1 93. Representation By Counsel. The Parties acknowledge they have been represented by
2 counsel throughout all negotiations that preceded the execution of this Settlement and that this
3 Settlement has been executed with the consent and advice of counsel. Furthermore, Plaintiffs and
4 Class Counsel warrant and represent there are no liens on the Settlement.

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

7 95. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
8 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
9 this Settlement Agreement.

10 96. Binding Agreement. The Parties warrant they understand and have full authority to
11 enter this Settlement and further intend this Settlement will be fully enforceable and binding on all
12 Parties. The Parties also agree this Settlement will be admissible and subject to disclosure in any
13 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
14 otherwise might apply under federal or state law.

1 **SO AGREED AND STIPULATED.**

2 **PLAINTIFF**

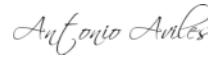
3
4 DATED: 09/28/2023



Diego Alzaga

6 **PLAINTIFF**

7
8 DATED: 09/25/2023



Antonio Aviles

10 **DEFENDANT**

11 2/13/2024
12 DATED: _____

DocuSigned by:

2AF0F0R0898A490

Elder Delivers LLC

By: Marcus Myers

Title: Owner

15 **JUSTICE LAW CORPORATION**

16
17 DATED: September 28, 2023



Douglas Han

Shunt Tatavos-Gharajeh

Lizette Rodriguez

Attorneys for Plaintiffs

21 **OGLETREE, DEAKINS, NASH, SMOAK &
22 STEWART, P.C.**

23 DATED: February 13, 2024



Tim L Johnson

Nikolas T. Djordjevski

Yousaf M. Jafri

Keenan P. O'Connor

Attorneys for Defendant

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY RIVERSIDE

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

DIEGO ALZAGA, individually, and on behalf of other
members of the general public similarly situated;

Plaintiff,

vs.

ELDER DELIVERS LLC, a California limited liability
company; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CVRI2202088

Assigned for All Purposes to:
Honorable Craig Riemer
Department 1

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY DID I GET THIS NOTICE?

This notice explains the settlement that has been reached in the case entitled *Alzaga v. Elder Delivers LLC* (Case No. CVRI2202088) (the “Action”).

You are receiving this notice because the records of Defendant Elder Delivers LLC (“Defendant”) indicate you are a current or former hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from May 24, 2018 to March 16, 2023 (“Class,” “Class Member,” and “Class Period”). You are eligible to receive a portion of the settlement amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the settlement will not affect your employment with Defendant in any way whatsoever.

The Court has ordered this notice be sent to you because Defendant’s records indicate you are or were employed by Defendant as a Class Member. The purpose of this notice is to inform you of the proposed settlement of the Action. The notice is intended to: (1) describe the settlement, including how the settlement funds will be allocated and how the settlement may affect you; and (2) advise you of your rights and options with respect to the settlement.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On May 24, 2022, Plaintiff Diego Alzaga (“Plaintiff Alzaga”), a former employee of Defendant, filed a class action lawsuit in the Superior Court of California, County of Riverside, alleging the following violations: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code sections 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code sections 17200.

///

On March 16, 2023, the Parties remotely attended mediation with the mediator Lisa Klerman, a well-respected mediator of class action lawsuits. Under the guidance of the mediator, the Parties reached a settlement via a mediator's proposal.

In line with the settlement, on March 24, 2023, Plaintiff Antonio Aviles ("Plaintiff Aviles"), another former employee of Defendant, provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.

Plaintiff Alzaga filed a First Amended Complaint that: (1) adjusted the Class definition; (2) added Plaintiff Aviles as a named plaintiff; and (3) added the following cause of action: violation of Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")).

Defendant denies it violated the law in any way and further denies the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice of Class Action Settlement, or the settlement itself, or any actions to carry out the terms of the settlement, means Defendant admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court has not ruled on whether Plaintiffs' allegations have any merit. By granting preliminary approval of the settlement, the Court has only determined there is sufficient evidence to suggest the proposed settlement might be fair, adequate, and reasonable, and any final determination of these issues will be made at the Final Approval Hearing. To avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, the Parties have agreed to resolve this matter in the amount of \$140,000. Class Members who do not exclude themselves from the settlement are entitled to receive a portion of this amount. This settlement is **not** an admission by Defendant of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The "Class" and "Class Members" are defined as all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from May 24, 2018 to March 16, 2023. A "non-exempt employee" means an employee who is entitled to minimum wage and overtime wage pay if the employee worked more than eight (8) hours in a day or more than forty (40) hours in a week.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

The following will occur when the settlement administration is completed, and the Court grants final approval to the settlement:

A. Defendant will pay \$140,000 to settle the claims of all Class Members ("Maximum Settlement Amount"). On December 20, 2023, Defendant will make the first payment of \$50,000 into the Qualified Settlement Fund ("QSF"), which the Settlement Administrator will manage and establish. On March 20, 2024, Defendant will make a second payment of \$25,000 into the QSF. On September 20, 2024, Defendant will make a third payment of \$25,000 into the QSF. On March 20, 2025, Defendant will make a fourth payment of \$25,000 into the QSF. On May 20, 2025, Defendant will make a final payment of \$15,000 into the QSF.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay the following out of the Maximum Settlement Amount:

- 1)** Class Counsel's attorneys' fees of up to \$46,666.67;

///

- 2) Class Counsel's attorneys' costs as reimbursement for litigation costs and expenses incurred of up to \$16,000;
- 3) Class Representative Enhancement Payments of up to \$2,500 to each Plaintiff (totaling \$5,000);
- 4) Settlement Administration Costs to the Settlement Administrator of up to \$13,000; and
- 5) PAGA Payment of \$10,000 to resolve claims under PAGA, seventy-five percent (75%) of which (\$7,500) will be paid to the LWDA and twenty-five percent (25%) of which (\$2,500) will be distributed to the Eligible Aggrieved Employees, on a pro rata basis, discussed below.

C. The Net Settlement Amount refers to the Maximum Settlement Amount less the above-mentioned Attorneys' Fees and Costs, Class Representative Enhancement Payments, Settlement Administration Costs, and PAGA Payment. The Net Settlement Amount is estimated to be \$49,333.33, and it will be distributed in its entirety through the Individual Settlement Payments that will be sent to the Class Members, described in detail below.

V. INDIVIDUAL SETTLEMENT PAYMENTS

Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period as an hourly-paid or non-exempt employee in California.

The Settlement Administrator will use the Class List to determine the total number of Workweeks worked by each Class Member as an hourly-paid or non-exempt employee in California during the Class Period and the aggregate total Workweeks worked by all Class Members as hourly-paid or non-exempt employees in California during the Class Period.

Next, to determine the estimated Individual Settlement Payments, the Settlement Administrator will use the following formula: Net Settlement Amount will be divided by the aggregate total number of Workweeks worked by all Class Members during the Class Period, resulting in the Workweek Value for Class Members. Each Class Member's Individual Settlement Payment will then be calculated by multiplying each individual Class Member's total number of Workweeks worked by the Workweek Value for Class Members.

If you do not opt out of the settlement, you will be eligible to receive an Individual Settlement Payment, less applicable taxes. **It has been determined the number of Workweeks you worked for Defendant as a Class Member during the Class Period is: [REDACTED]. Your estimated Individual Settlement Payment is: \$ [REDACTED].**

The estimated average Individual Settlement Payment is \$ [REDACTED]. The estimated range of the Individual Settlement Payments is \$ [REDACTED] on the low end and \$ [REDACTED] on the high end.

VI. WHAT IS A REPRESENTATIVE PAGA ACTION?

A representative PAGA action is a type of representative lawsuit authorized by the Labor Code section 2698 (PAGA), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the Labor Code. An aggrieved employee is any person who was employed by the subject employer, and against whom one or more of the alleged Labor Code violations was committed. An employee who files a representative PAGA action is acting as an agent of California's labor law enforcement agencies, who have the power to initiate an enforcement action directly.

///

A representative PAGA action is different from a class action in that an employee filing a representative PAGA action does not resolve the claims of other similarly situated employees. Instead, the employee is acting as an agent of the State of California to obtain penalties for themselves and aggrieved employees for Labor Code violations allegedly committed against those employees pursuant to PAGA. Penalties awarded in a representative PAGA action are measured by the number of Labor Code violations committed by the employer, a portion of which (75%) must be paid to the State of California.

Members of a class action have the right to opt out of, or exclude themselves from, the class action. Class members who opt out will not be bound by the terms of any judgment issued by the Court in the class action. Class members who do not opt out will be bound by the terms of any judgment issued and will be precluded from bringing any claims that were or that could have been brought against the employer in the lawsuit in which the individual was a class member. Conversely, aggrieved employees do not have the right to opt out of (or object to) a representative PAGA action. However, aggrieved employees retain the right to pursue the class claims if they timely opt out of the settlement as further discussed in Section IX of this notice.

VII. ELIGIBLE AGGRIEVED EMPLOYEES AND INDIVIDUAL PAGA PAYMENTS

“Eligible Aggrieved Employees” mean all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from March 24, 2022 to March 16, 2023 (“Eligible Aggrieved Employees” and “PAGA Period”).

As stated above, twenty-five percent (25%) of the PAGA Payment (\$2,500) will be distributed to Eligible Aggrieved Employees, on a pro rata basis, which will be known as their Individual PAGA Payments. An Eligible Aggrieved Employee’s Individual PAGA Payment will be based on the number of PAGA Pay Periods an Eligible Aggrieved Employee worked during the PAGA Period as an hourly-paid or non-exempt employee in California.

The Settlement Administrator will use the Class List to determine the total number of PAGA Pay Periods worked by each Eligible Aggrieved Employees as an hourly-paid or non-exempt employee in California during the PAGA Period and the aggregate total number of PAGA Pay Periods worked by all Eligible Aggrieved Employees as hourly-paid or non-exempt employees in California during PAGA Period.

Next, to determine the estimated Individual PAGA Payments, the Settlement Administrator will use the following formula: twenty-five percent (25%) of the PAGA Payment (\$2,500) will be divided by the aggregate total number of PAGA Pay Periods worked by all Eligible Aggrieved Employees during the PAGA Period, resulting in the PAGA Pay Period Value for Eligible Aggrieved Employees. Each Eligible Aggrieved Employee’s Individual PAGA Payment will be then calculated by multiplying each individual Eligible Aggrieved Employee’s total number of PAGA Pay Periods worked by the PAGA Pay Period Value for Eligible Aggrieved Employees.

Eligible Aggrieved Employees will receive their Individual PAGA Payments even if they opt out of the class action portion of the settlement. In other words, Class Members and Eligible Aggrieved Employees cannot exclude themselves from or object to the PAGA portion of the settlement.

It has been determined the number of PAGA Pay Periods you worked for Defendant as an Eligible Aggrieved Employee during the PAGA Period is: [REDACTED]. Your estimated Individual PAGA Payment is: \$ [REDACTED].

///

///

///

VIII. RELEASED CLAIMS

If the Court grants final approval of the settlement and you do not opt out of the settlement, then you will release Defendant from all causes of action and factual or legal theories stated in the operative complaints and those based solely upon the facts, circumstances, or primary rights that were alleged in the operative complaints. This includes all of the following claims for relief: (1) failure to pay all regular wages, minimum wages, overtime wages, and sick leave due; (2) failure to provide proper meal and rest breaks and to properly provide premium pay in lieu thereof; (3) failure to provide complete, accurate, or properly formatted wage statements and payroll records; (4) failure to reimburse necessary business expenditures; (5) failure to pay waiting time penalties; (6) failure to timely pay wages during employment and after employment; (7) engaging in unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints; (8) all claims under PAGA, which shall only bind Plaintiffs and the State of California, that were described in the notice letter sent to the LWDA and only to the extent these claims were alleged in the operative complaints; and (9) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief. The period of the Released Claims shall extend to the limits of the Class Period (“Released Claims”).

The parties that will be released of the Released Claims include Defendant together with its current and former officers, directors, employees, managing agents, owners, business partners, contracting partners, and clients (“Released Parties”).

IX. WHAT ARE MY OPTIONS?

A. *You may accept your share of the Maximum Settlement Amount and be bound by the release of all claims described above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred eighty (180) calendar days from the date on which it is issued. After the one hundred eighty (180) calendar days expire, the check will become void. The funds from the uncashed checks representing Individual Settlement Payments shall be distributed by the Settlement Administrator to the State Controller’s Unclaimed Property Fund while funds from the uncashed checks representing Individual PAGA Payments shall be distributed by the Settlement Administrator to the LWDA; or

B. *You may exclude yourself from the settlement, in which case you will not receive your Individual Settlement Payment, and you will not be bound by the class action portion of the settlement.* If you choose to be excluded from the class action portion of the settlement, by no later than [REDACTED] (within 45 calendar days after the initial mailing of this Notice Packet plus an additional 10 calendar days if the Notice Packet was remailed), you must complete the “Request for Exclusion Form” included in this Notice Packet and mail the Request for Exclusion Form to the Settlement Administrator located at [REDACTED]. To be valid, your exclusion request must include the information contained within the “Request for Exclusion Form” along with your signature. As stated above, Class Members and Eligible Aggrieved Employees cannot opt out of the PAGA portion of the settlement, meaning they will still receive their Individual PAGA Payments even if they submit valid and timely Request for Exclusion Forms; or

C. *You may object to the class action portion of the settlement.* The procedures for objecting to the class action portion of the settlement are included in the “Objection Form” included in this Notice Packet. As stated above, Class Members and Eligible Aggrieved Employees cannot object to the PAGA portion of the settlement. A more detailed explanation on the “Objection Form” and how to object is provided below under Section XI of this notice.

///

X. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a settlement check. Your portion of the Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment as a portion of the PAGA Payment (if you are also an Eligible Aggrieved Employee) will be paid out in a single payment.

B. All Individual Settlement Payments will be allocated as follows: (1) twenty percent (20%) as wages; and (2) eighty percent (80%) as interest and penalties. The Settlement Administrator will be responsible for issuing to Class Members an IRS Form W-2 for amounts deemed wages and an IRS Form 1099 for the portions allocated to interest and penalties. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee's Individual PAGA Payment exceeds \$600.

D. While the Settlement Administrator will make its best effort to ensure you receive your Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment, you are encouraged to notify either the Settlement Administrator, Class Counsel, or Defendant's counsel regarding any changes to your contact information.

E. It is important for the Parties to have your current address to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

XI. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you believe the settlement is unfair, and you want to tell the Court and the proponents of the settlement why you oppose it, you have a right to object to the settlement and tell the Court the reasons why you do not agree with the settlement. When you object to the settlement, you have an opportunity to explain to the judge why you believe the settlement is unfair and should not be approved. These procedures are your only opportunity to object to the settlement and ask the Court to listen to your point of view.

To object, you must fill out the "Objection Form" included in this Notice Packet. Moreover, you must also explain your reasoning under the "I object to the class action portion of the Settlement for the following reasons" portion of the "Objection Form." If you object to the settlement, you will also have the right to appear at the Final Approval Hearing. However, you are not required to appear at the Final Approval Hearing to have your objection considered. Moreover, you may appear at the Final Approval Hearing even if you do not submit an Objection Form. You must mail the "Objection Form" to the Settlement Administrator located at [REDACTED]. The "Objection Form" must be postmarked by [REDACTED] (within 45 calendar days after the initial mailing of this Notice Packet plus an additional 10 calendar days if the Notice Packet was remailed).

XII. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on [REDACTED] at [REDACTED] in Department 1 of the Riverside Superior Court (Historic Courthouse), located at the 4050 Main Street, Riverside, California 92501 to decide whether the proposed settlement is fair, reasonable, and adequate. The Settlement Administrator will give notice to Class Members of any continuance of the Final Approval Hearing by mail.

You are not required to attend the Final Approval Hearing. Class Counsel and the Class Members will answer any questions the Court may have. You are welcome to attend the Final Approval Hearing at your own expense.

XIII. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the settlement. For more detailed information, you may view a complete copy of the settlement and any papers filed in the Action, which are on file with the Clerk of the Court, Case Number CVRI2202088. The pleadings and all other records from this litigation may be examined by inspecting the Court file at the clerk's office of the Riverside Superior Court (Historic Courthouse) located at 4050 Main Street, Riverside, California 92501. You can also find the settlement ("Joint Stipulation and Settlement Agreement") by accessing the Court's website at <<https://epublic-access.riverside.courts.ca.gov/public-portal/>>. The most recent version of the settlement was attached to the [REDACTED] that was filed with the Court on [REDACTED].

If you have any questions, you can call the Settlement Administrator at [REDACTED] or the Parties' counsel (see below for phone numbers, email information, and physical mailing address.)

ATTORNEYS REPRESENTING PLAINTIFFS AND THE CLASS

JUSTICE LAW CORPORATION

Douglas Han
Shunt Tatavos-Gharajeh
Lizette Rodriguez
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
Tel: (818) 230-7502 / Fax: (818) 230-7259
dhan@justicelawcorp.com
statavos@justicelawcorp.com
lrodriguez@justicelawcorp.com

ATTORNEYS REPRESENTING DEFENDANT

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Tim L Johnson
Nikolas T. Djordjevski
Yousaf M. Jafri
Keenan P. O'Connor
4660 La Jolla Village Drive, Suite 900
San Diego, California 92122
Tel: (858) 652-3100 / Fax: (858) 652-3101
tim.johnson@ogletreedeakins.com
nikolas.djordjevski@ogletreedeakins.com
yousaf.jafri@ogletreedeakins.com
keenan.oconnor@ogletreedeakins.com

PLEASE DO NOT CALL THE COURT REGARDING THIS SETTLEMENT

EXHIBIT B

OBJECTION FORM

Alzaga v. Elder Delivers LLC
Case No. CVRI2202088

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the class released claims as described in Section VIII of the accompanying notice.
OBJECT	If you so choose, you may object to the class portion of the Settlement.

TO OBJECT TO THE CLASS PORTION OF THE SETTLEMENT, YOU MUST FILL OUT, SIGN, AND RETURN THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE] TO [SETTLEMENT ADMINISTRATOR] AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE CLASS
PORTION OF THE SETTLEMENT.**

I object to the class portion of the Settlement for the following reasons:

(Attach additional pages if necessary.)

Signed on _____

Signature: _____

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Alzaga v. Elder Delivers LLC

Case No. CVRI2202088

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the class released claims as described in Section VIII of the accompanying notice.
OBJECT	If you so choose, you may object to the class action portion of the Settlement.

TO EXCLUDE YOURSELF FROM THE CLASS ACTION PORTION OF THE SETTLEMENT YOU MUST FILL OUT, SIGN, AND RETURN THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE] TO [SETTLEMENT ADMINISTRATOR] AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE CLASS ACTION PORTION OF THE SETTLEMENT. IF YOU WANT TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.

I UNDERSTAND IF I SUBMIT THIS REQUEST FOR EXCLUSION FORM, IT WILL ONLY RESULT IN MY EXCLUSION FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. IN OTHER WORDS, I WILL STILL BE BOUND TO THE PAGA PORTION OF THE SETTLEMENT AND WILL STILL RECEIVE MY INDIVIDUAL PAGA PAYMENT EVEN IF I SUBMIT THIS REQUEST FOR EXCLUSION FORM.

By signing and completing the below, I agree to the following:

I do not want to participate in the class action portion of the Settlement in *Alzaga v. Elder Delivers LLC*, Case No. CVRI2202088. I understand that by not participating and excluding myself from the class action portion of the Settlement, I will not receive an Individual Settlement Payment. I also understand even if I submit this form, I will still be bound by the PAGA portion of the Settlement and receive my Individual PAGA Payment.

Signed on _____

Signature: _____

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY RIVERSIDE

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

DIEGO ALZAGA, individually, and on behalf of other
members of the general public similarly situated;

Plaintiff,

vs.

ELDER DELIVERS LLC, a California limited liability
company; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CVRI2202088

Assigned for All Purposes to:
Honorable Craig Riemer
Department 1

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY DID I GET THIS NOTICE?

This notice explains the settlement that has been reached in the case entitled *Alzaga v. Elder Delivers LLC* (Case No. CVRI2202088) (the “Action”).

You are receiving this notice because the records of Defendant Elder Delivers LLC (“Defendant”) indicate you are a current or former hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from May 24, 2018 to March 16, 2023 (“Class,” “Class Member,” and “Class Period”). You are eligible to receive a portion of the settlement amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the settlement will not affect your employment with Defendant in any way whatsoever.

The Court has ordered this notice be sent to you because Defendant’s records indicate you are or were employed by Defendant as a Class Member. The purpose of this notice is to inform you of the proposed settlement of the Action. The notice is intended to: (1) describe the settlement, including how the settlement funds will be allocated and how the settlement may affect you; and (2) advise you of your rights and options with respect to the settlement.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On May 24, 2022, Plaintiff Diego Alzaga (“Plaintiff Alzaga”), a former employee of Defendant, filed a class action lawsuit in the Superior Court of California, County of Riverside, alleging the following violations: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code sections 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code sections 17200.

///

On March 16, 2023, the Parties remotely attended mediation with the mediator Lisa Klerman, a well-respected mediator of class action lawsuits. Under the guidance of the mediator, the Parties reached a settlement via a mediator's proposal.

In line with the settlement, on March 24, 2023, Plaintiff Antonio Aviles ("Plaintiff Aviles"), another former employee of Defendant, provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.

Plaintiff Alzaga filed a First Amended Complaint that: (1) adjusted the Class definition; (2) added Plaintiff Aviles as a named plaintiff; and (3) added the following cause of action: violation of Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")).

Defendant denies it violated the law in any way and further denies the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice of Class Action Settlement, or the settlement itself, or any actions to carry out the terms of the settlement, means Defendant admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court has not ruled on whether Plaintiffs' allegations have any merit. By granting preliminary approval of the settlement, the Court has only determined there is sufficient evidence to suggest the proposed settlement might be fair, adequate, and reasonable, and any final determination of these issues will be made at the Final Approval Hearing. To avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, the Parties have agreed to resolve this matter in the amount of \$140,000. Class Members who do not exclude themselves from the settlement are entitled to receive a portion of this amount. This settlement is **not** an admission by Defendant of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The "Class" and "Class Members" are defined as all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from May 24, 2018 to March 16, 2023. A "non-exempt employee" means an employee who is entitled to minimum wage and overtime wage pay if the employee worked more than eight (8) hours in a day or more than forty (40) hours in a week.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

The following will occur when the settlement administration is completed, and the Court grants final approval to the settlement:

A. Defendant will pay \$140,000 to settle the claims of all Class Members ("Maximum Settlement Amount"). On December 20, 2023, Defendant will make the first payment of \$50,000 into the Qualified Settlement Fund ("QSF"), which the Settlement Administrator will manage and establish. On March 20, 2024, Defendant will make a second payment of \$25,000 into the QSF. On September 20, 2024, Defendant will make a third payment of \$25,000 into the QSF. On March 20, 2025, Defendant will make a fourth payment of \$25,000 into the QSF. On May 20, 2025, Defendant will make a final payment of \$15,000 into the QSF.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay the following out of the Maximum Settlement Amount:

- 1)** Class Counsel's attorneys' fees of up to \$46,666.67;

///

- 2) Class Counsel's attorneys' costs as reimbursement for litigation costs and expenses incurred of up to \$16,000;
- 3) Class Representative Enhancement Payments of up to \$2,500 to each Plaintiff (totaling \$5,000);
- 4) Settlement Administration Costs to the Settlement Administrator of up to \$13,000; and
- 5) PAGA Payment of \$10,000 to resolve claims under PAGA, seventy-five percent (75%) of which (\$7,500) will be paid to the LWDA and twenty-five percent (25%) of which (\$2,500) will be distributed to the Eligible Aggrieved Employees, on a pro rata basis, discussed below.

C. The Net Settlement Amount refers to the Maximum Settlement Amount less the above-mentioned Attorneys' Fees and Costs, Class Representative Enhancement Payments, Settlement Administration Costs, and PAGA Payment. The Net Settlement Amount is estimated to be \$49,333.33, and it will be distributed in its entirety through the Individual Settlement Payments that will be sent to the Class Members, described in detail below.

V. INDIVIDUAL SETTLEMENT PAYMENTS

Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period as an hourly-paid or non-exempt employee in California.

The Settlement Administrator will use the Class List to determine the total number of Workweeks worked by each Class Member as an hourly-paid or non-exempt employee in California during the Class Period and the aggregate total Workweeks worked by all Class Members as hourly-paid or non-exempt employees in California during the Class Period.

Next, to determine the estimated Individual Settlement Payments, the Settlement Administrator will use the following formula: Net Settlement Amount will be divided by the aggregate total number of Workweeks worked by all Class Members during the Class Period, resulting in the Workweek Value for Class Members. Each Class Member's Individual Settlement Payment will then be calculated by multiplying each individual Class Member's total number of Workweeks worked by the Workweek Value for Class Members.

If you do not opt out of the settlement, you will be eligible to receive an Individual Settlement Payment, less applicable taxes. **It has been determined the number of Workweeks you worked for Defendant as a Class Member during the Class Period is: [REDACTED]. Your estimated Individual Settlement Payment is: \$ [REDACTED].**

The estimated average Individual Settlement Payment is \$ [REDACTED]. The estimated range of the Individual Settlement Payments is \$ [REDACTED] on the low end and \$ [REDACTED] on the high end.

VI. WHAT IS A REPRESENTATIVE PAGA ACTION?

A representative PAGA action is a type of representative lawsuit authorized by the Labor Code section 2698 (PAGA), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the Labor Code. An aggrieved employee is any person who was employed by the subject employer, and against whom one or more of the alleged Labor Code violations was committed. An employee who files a representative PAGA action is acting as an agent of California's labor law enforcement agencies, who have the power to initiate an enforcement action directly.

///

A representative PAGA action is different from a class action in that an employee filing a representative PAGA action does not resolve the claims of other similarly situated employees. Instead, the employee is acting as an agent of the State of California to obtain penalties for themselves and aggrieved employees for Labor Code violations allegedly committed against those employees pursuant to PAGA. Penalties awarded in a representative PAGA action are measured by the number of Labor Code violations committed by the employer, a portion of which (75%) must be paid to the State of California.

Members of a class action have the right to opt out of, or exclude themselves from, the class action. Class members who opt out will not be bound by the terms of any judgment issued by the Court in the class action. Class members who do not opt out will be bound by the terms of any judgment issued and will be precluded from bringing any claims that were or that could have been brought against the employer in the lawsuit in which the individual was a class member. Conversely, aggrieved employees do not have the right to opt out of (or object to) a representative PAGA action. However, aggrieved employees retain the right to pursue the class claims if they timely opt out of the settlement as further discussed in Section IX of this notice.

VII. ELIGIBLE AGGRIEVED EMPLOYEES AND INDIVIDUAL PAGA PAYMENTS

“Eligible Aggrieved Employees” mean all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from March 24, 2022 to March 16, 2023 (“Eligible Aggrieved Employees” and “PAGA Period”).

As stated above, twenty-five percent (25%) of the PAGA Payment (\$2,500) will be distributed to Eligible Aggrieved Employees, on a pro rata basis, which will be known as their Individual PAGA Payments. An Eligible Aggrieved Employee’s Individual PAGA Payment will be based on the number of PAGA Pay Periods an Eligible Aggrieved Employee worked during the PAGA Period as an hourly-paid or non-exempt employee in California.

The Settlement Administrator will use the Class List to determine the total number of PAGA Pay Periods worked by each Eligible Aggrieved Employees as an hourly-paid or non-exempt employee in California during the PAGA Period and the aggregate total number of PAGA Pay Periods worked by all Eligible Aggrieved Employees as hourly-paid or non-exempt employees in California during PAGA Period.

Next, to determine the estimated Individual PAGA Payments, the Settlement Administrator will use the following formula: twenty-five percent (25%) of the PAGA Payment (\$2,500) will be divided by the aggregate total number of PAGA Pay Periods worked by all Eligible Aggrieved Employees during the PAGA Period, resulting in the PAGA Pay Period Value for Eligible Aggrieved Employees. Each Eligible Aggrieved Employee’s Individual PAGA Payment will be then calculated by multiplying each individual Eligible Aggrieved Employee’s total number of PAGA Pay Periods worked by the PAGA Pay Period Value for Eligible Aggrieved Employees.

Eligible Aggrieved Employees will receive their Individual PAGA Payments even if they opt out of the class action portion of the settlement. In other words, Class Members and Eligible Aggrieved Employees cannot exclude themselves from or object to the PAGA portion of the settlement.

It has been determined the number of PAGA Pay Periods you worked for Defendant as an Eligible Aggrieved Employee during the PAGA Period is: [REDACTED]. Your estimated Individual PAGA Payment is: \$ [REDACTED].

///

///

///

VIII. RELEASED CLAIMS

If the Court grants final approval of the settlement and you do not opt out of the settlement, then you will release Defendant from all causes of action and factual or legal theories stated in the operative complaints and those based solely upon the facts, circumstances, or primary rights that were alleged in the operative complaints. This includes all of the following claims for relief: (1) failure to pay all regular wages, minimum wages, overtime wages, and sick leave due; (2) failure to provide proper meal and rest breaks and to properly provide premium pay in lieu thereof; (3) failure to provide complete, accurate, or properly formatted wage statements and payroll records; (4) failure to reimburse necessary business expenditures; (5) failure to pay waiting time penalties; (6) failure to timely pay wages during employment and after employment; (7) engaging in unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints; (8) all claims under PAGA, which shall only bind Plaintiffs and the State of California, that were described in the notice letter sent to the LWDA and only to the extent these claims were alleged in the operative complaints; and (9) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief. The period of the Released Claims shall extend to the limits of the Class Period (“Released Claims”).

The parties that will be released of the Released Claims include Defendant together with its current and former officers, directors, employees, managing agents, owners, business partners, contracting partners, and clients (“Released Parties”).

IX. WHAT ARE MY OPTIONS?

A. *You may accept your share of the Maximum Settlement Amount and be bound by the release of all claims described above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred eighty (180) calendar days from the date on which it is issued. After the one hundred eighty (180) calendar days expire, the check will become void. The funds from the uncashed checks representing Individual Settlement Payments shall be distributed by the Settlement Administrator to the State Controller’s Unclaimed Property Fund while funds from the uncashed checks representing Individual PAGA Payments shall be distributed by the Settlement Administrator to the LWDA; or

B. *You may exclude yourself from the settlement, in which case you will not receive your Individual Settlement Payment, and you will not be bound by the class action portion of the settlement.* If you choose to be excluded from the class action portion of the settlement, by no later than [REDACTED] (within 45 calendar days after the initial mailing of this Notice Packet plus an additional 10 calendar days if the Notice Packet was remailed), you must complete the “Request for Exclusion Form” included in this Notice Packet and mail the Request for Exclusion Form to the Settlement Administrator located at [REDACTED]. To be valid, your exclusion request must include the information contained within the “Request for Exclusion Form” along with your signature. As stated above, Class Members and Eligible Aggrieved Employees cannot opt out of the PAGA portion of the settlement, meaning they will still receive their Individual PAGA Payments even if they submit valid and timely Request for Exclusion Forms; or

C. *You may object to the class action portion of the settlement.* The procedures for objecting to the class action portion of the settlement are included in the “Objection Form” included in this Notice Packet. As stated above, Class Members and Eligible Aggrieved Employees cannot object to the PAGA portion of the settlement. A more detailed explanation on the “Objection Form” and how to object is provided below under Section XI of this notice.

///

X. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a settlement check. Your portion of the Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment as a portion of the PAGA Payment (if you are also an Eligible Aggrieved Employee) will be paid out in a single payment.

B. All Individual Settlement Payments will be allocated as follows: (1) twenty percent (20%) as wages; and (2) eighty percent (80%) as interest and penalties. The Settlement Administrator will be responsible for issuing to Class Members an IRS Form W-2 for amounts deemed wages and an IRS Form 1099 for the portions allocated to interest and penalties. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee's Individual PAGA Payment exceeds \$600.

D. While the Settlement Administrator will make its best effort to ensure you receive your Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment, you are encouraged to notify either the Settlement Administrator, Class Counsel, or Defendant's counsel regarding any changes to your contact information.

E. It is important for the Parties to have your current address to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

XI. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you believe the settlement is unfair, and you want to tell the Court and the proponents of the settlement why you oppose it, you have a right to object to the settlement and tell the Court the reasons why you do not agree with the settlement. When you object to the settlement, you have an opportunity to explain to the judge why you believe the settlement is unfair and should not be approved. These procedures are your only opportunity to object to the settlement and ask the Court to listen to your point of view.

To object, you must fill out the "Objection Form" included in this Notice Packet. Moreover, you must also explain your reasoning under the "I object to the class action portion of the Settlement for the following reasons" portion of the "Objection Form." If you object to the settlement, you will also have the right to appear at the Final Approval Hearing. However, you are not required to appear at the Final Approval Hearing to have your objection considered. Moreover, you may appear at the Final Approval Hearing even if you do not submit an Objection Form. You must mail the "Objection Form" to the Settlement Administrator located at [REDACTED]. The "Objection Form" must be postmarked by [REDACTED] (within 45 calendar days after the initial mailing of this Notice Packet plus an additional 10 calendar days if the Notice Packet was remailed).

XII. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on [REDACTED] at [REDACTED] in Department 1 of the Riverside Superior Court (Historic Courthouse), located at the 4050 Main Street, Riverside, California 92501 to decide whether the proposed settlement is fair, reasonable, and adequate. The Settlement Administrator will give notice to Class Members of any continuance of the Final Approval Hearing by mail.

You are not required to attend the Final Approval Hearing. Class Counsel and the Class Members will answer any questions the Court may have. You are welcome to attend the Final Approval Hearing at your own expense.

XIII. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the settlement. For more detailed information, you may view a complete copy of the settlement and any papers filed in the Action, which are on file with the Clerk of the Court, Case Number CVRI2202088. The pleadings and all other records from this litigation may be examined by inspecting the Court file at the clerk's office of the Riverside Superior Court (Historic Courthouse) located at 4050 Main Street, Riverside, California 92501. You can also find the settlement ("Joint Stipulation and Settlement Agreement") by accessing the Court's website at <<https://epublic-access.riverside.courts.ca.gov/public-portal/>>. The most recent version of the settlement was attached to the [REDACTED] that was filed with the Court on [REDACTED].

If you have any questions, you can call the Settlement Administrator at [REDACTED] or the Parties' counsel (see below for phone numbers, email information, and physical mailing address.)

ATTORNEYS REPRESENTING PLAINTIFFS AND THE CLASS

JUSTICE LAW CORPORATION

Douglas Han
Shunt Tatavos-Gharajeh
Lizette Rodriguez
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
Tel: (818) 230-7502 / Fax: (818) 230-7259
dhan@justicelawcorp.com
statavos@justicelawcorp.com
lrodriguez@justicelawcorp.com

ATTORNEYS REPRESENTING DEFENDANT

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Tim L Johnson
Nikolas T. Djordjevski
Yousaf M. Jafri
Keenan P. O'Connor
4660 La Jolla Village Drive, Suite 900
San Diego, California 92122
Tel: (858) 652-3100 / Fax: (858) 652-3101
tim.johnson@ogletreedeakins.com
nikolas.djordjevski@ogletreedeakins.com
yousaf.jafri@ogletreedeakins.com
keenan.oconnor@ogletreedeakins.com

PLEASE DO NOT CALL THE COURT REGARDING THIS SETTLEMENT

EXHIBIT B

OBJECTION FORM

Alzaga v. Elder Delivers LLC
Case No. CVRI2202088

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the class released claims as described in Section VIII of the accompanying notice.
OBJECT	If you so choose, you may object to the class portion of the Settlement.

TO OBJECT TO THE CLASS PORTION OF THE SETTLEMENT, YOU MUST FILL OUT, SIGN, AND RETURN THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE] TO [SETTLEMENT ADMINISTRATOR] AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE CLASS
PORTION OF THE SETTLEMENT.**

I object to the class portion of the Settlement for the following reasons:

(Attach additional pages if necessary.)

Signed on _____

Signature: _____

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Alzaga v. Elder Delivers LLC

Case No. CVRI2202088

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the class released claims as described in Section VIII of the accompanying notice.
OBJECT	If you so choose, you may object to the class action portion of the Settlement.

TO EXCLUDE YOURSELF FROM THE CLASS ACTION PORTION OF THE SETTLEMENT YOU MUST FILL OUT, SIGN, AND RETURN THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE] TO [SETTLEMENT ADMINISTRATOR] AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE CLASS ACTION PORTION OF THE SETTLEMENT. IF YOU WANT TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.

I UNDERSTAND IF I SUBMIT THIS REQUEST FOR EXCLUSION FORM, IT WILL ONLY RESULT IN MY EXCLUSION FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. IN OTHER WORDS, I WILL STILL BE BOUND TO THE PAGA PORTION OF THE SETTLEMENT AND WILL STILL RECEIVE MY INDIVIDUAL PAGA PAYMENT EVEN IF I SUBMIT THIS REQUEST FOR EXCLUSION FORM.

By signing and completing the below, I agree to the following:

I do not want to participate in the class action portion of the Settlement in *Alzaga v. Elder Delivers LLC*, Case No. CVRI2202088. I understand that by not participating and excluding myself from the class action portion of the Settlement, I will not receive an Individual Settlement Payment. I also understand even if I submit this form, I will still be bound by the PAGA portion of the Settlement and receive my Individual PAGA Payment.

Signed on _____

Signature: _____

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On September 12, 2024, I served the foregoing document described as

JOINT STIPULATION AND SETTLEMENT AGREEMENT

for the following case: **Alzaga, et al. v. Elder Delivers LLC**
LWDA/Court Case No.: **LWDA Case No.: CM- 944329-23**
Court Case No.: CVRI2202088
Riverside County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on September 12, 2024, at Pasadena, California.



Mariah Anderson