

1 JOHN A. LOFTON, ESQ. (222259)
2 Aiman-Smith & Marcy, P.C.
3 7677 Oakport Street, Suite 1000
4 Oakland, CA 94621
Telephone: 510-779-2625
Email: jal@asmlawyers.com

5 Attorneys for Plaintiff Michael White

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

7 **COUNTY OF FRESNO**

8 **UNLIMITED JURISDICTION**

9 MICHAEL WHITE, an individual,

10 Plaintiff,

11 v.

12 COLTON'S SOCIAL HOUSE INC., a
13 California corporation; and DOES 1-25,
14 inclusive,

15 Defendants.

Case No. 23CECG02432

[Assigned for all purposes to Judge Lisa
Gamoian, Department 502]

**DECLARATION OF JOHN A. LOFTON
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 19, 2026
Time: 3:30 p.m.
Dept.: 502

Trial Date: Not Set
Complaint Filed: June 20, 2023

16 I, JOHN A. LOFTON, declare as follows:

17 1. I am an attorney admitted to practice before this Court. I am an attorney with
18 Aiman-Smith & Marcy, Professional Corporation, the law firm of record for Plaintiff Michael
19 White in the case and the law firm seeking appointment as Class Counsel.

20 2. This declaration is based on my personal knowledge, except as to matters stated
21 to be based on information and belief, and as to those matters they are based upon documents
22 maintained at my firm in the ordinary course of litigation, or upon statements made by my
23 colleagues. I could competently testify to each of the matters set forth herein. This declaration
24

1 is provided in support of Plaintiff's Motion for Preliminary Approval of Class Action
2 Settlement.

3 3. A true and correct copy of the Amended Joint Stipulation of Class Action
4 Settlement and Release ("Settlement") is attached hereto as Exhibit A.

5 4. The proposed settlement was achieved through arm's length negotiation between
6 highly qualified counsel. On April 29, 2024, the parties engaged in a formal mediation process
7 overseen by a well-respected neutral, Hon. Howard R. Broadman (Ret.), including the
8 submission of detailed mediation briefs. The parties continued negotiations over several months
9 culminating in the present Settlement.

10 5. Before agreeing to the settlement, Plaintiff's Counsel developed extensive
11 information about the facts of the case through litigation and discovery to enable them to make
12 an informed, clear-eyed decision to recommend the proposed Settlement to the Court.
13 Specifically, in discovery, the parties retained Atticus Administration to send Belaire-West
14 notices to employees in March 2024. Defendant then produced significant documents and
15 information, including Defendant's policies, the number of non-exempt employees, and tens of
16 thousands of employment records for the 242 employees who did not opt out of the Belaire-
17 West process. Those records included:

- 18 • Wage records for 242 employees
- 19 • Clock-in and clock-out time records for 242 employees
- 20 • Weekly schedules for 2022-2024
- 21 • Tip sharing tracking for 2022-2024
- 22 • Employee handbooks and policy documents
- 23 • Correspondence regarding the above

24 6. I also spoke with multiple employees who were either referred to me by Plaintiff
25 or who reached out to me upon receipt of the Belaire-West notice.

26 7. Prior to mediation, I estimated that Defendant had a *theoretical* maximum
27 exposure in the range of \$2.7 Million, and a *likely* maximum exposure in the range of \$300,000
28

- \$500,000 for the class claims and \$150,000-\$225,000 for the PAGA claims. I based those estimates on my analysis of the legal and factual issues, the extensive document production, and my experience litigating and settling similar cases. I prepared an analysis as follows:

Class Claims		
Violation	Calculation	Maximum Exposure
Failure to Pay Wage Owed (Off-the-Clock Work)	Approximately 75,000 shifts worked x .2 hours off-the-clock per shift x \$15.50 average hourly wage per shift x 50% estimated violation rate	\$116,250
Failure to Provide Rest Periods	Approximately 75,000 shifts worked x \$15.50 average hourly wage per shift as penalty per violation x 20% estimated violation rate	\$232,500
Improper Tip Sharing	502 employees x estimated \$500 tips improperly withheld per employee x 33% estimated violation rate	\$82,830
Reporting Time Violations (On-Call Shifts)	Estimated 6,000 on-call shift scheduled x \$15.50 average hourly wage per shift as penalty per violation x 60% estimated violation rate	\$55,800
Failure to Reimburse (Phone)	Estimated 15,000 workweeks x .25 months/workweek x \$40/month reimbursement	\$150,000
Total		\$637,380

PAGA Claims		
Violation	Calculation	Maximum Exposure
Failure to Pay Wage Owed (Off-the-Clock Work)	10,000 pay periods x \$100 maximum penalty per pay period	\$1,000,000
Failure to Provide Rest Periods	10,000 pay periods x \$100 maximum penalty per pay period x 20% estimated violation rate	\$200,000
Improper Tip Sharing	10,000 pay periods x \$100 maximum penalty per pay period x 33% estimated violation rate	\$330,000
Reporting Time Violations (On-Call Shifts)	Estimated 4,000 on-call shifts scheduled x \$100 maximum penalty per pay period x 80% estimated violation rate	\$316,800
Failure to Reimburse (Phone)	10,000 pay periods x .25 months/pay period x \$100 maximum penalty per pay period	\$250,000
Total		\$2,096,800

8. At mediation, Defendant credibly asserted that as a single-location restaurant, it struggled during and after the pandemic, and that if the parties could not settle at a lower

1 amount, Defendant's most reasonable and likely course of action would be to close the business
2 and/or declare bankruptcy. Following the mediation, Defendant provided confirmatory
3 discovery, including relevant portions of tax returns and income and expense reports that
4 corroborated Defendant's claims of potential insolvency. Defendant also provided a Notice of
5 Intent to Levy by the IRS for significant unpaid taxes and a Notice of Default from its landlord
6 for failure to pay rent.

7 9. Although Plaintiff remains firmly convinced that he and the Class Members have
8 meritorious claims, Defendant asserted several formidable defenses. Plaintiff also faced a
9 number of other risks associated with continued litigation, including the potential insolvency of
10 Defendant, the potential denial of their motion for class certification, and the further motion
11 practice relating to Defendant's defenses.

12 10. Given all of the circumstances, Counsel for Plaintiff believes that the proposed
13 settlement is fair, adequate, and reasonable to all members of the class.

14 11. Plaintiff notified the Labor & Workforce Development Agency ("LWDA") of the
15 alleged Labor Code violations as required by PAGA. Following Plaintiff's notice, the LWDA
16 did not respond or indicate that it intended to investigate these allegations. Subject to review
17 and approval by this Court as required by Labor Code section 2699(l), the parties have agreed
18 that Defendant shall pay from the Settlement the sum of \$50,000 (75%, or \$37,500, of which
19 shall be sent to the LWDA, with the remaining 25%, or \$12,500, to be disbursed to Class
20 Members).

21 12. A copy of Plaintiff's Motion is being served concurrently with this filing on the
22 Labor Workforce and Development Agency ("LWDA").

23 13. Attorneys at Aiman-Smith & Marcy, PC ("ASM"), have represented employees
24 in numerous class actions asserting violations of California labor law, including published
25 decisions. ASM attorneys are well qualified to conduct the proposed litigation and to assess its
26 settlement value. Further, ASM attorneys are fully capable of litigating the representative
27 claims through trial and appeal. A true and correct copy of a list of representative significant
28

1 class actions, PAGA cases, and jury trials in which ASM attorneys have served as lead counsel
2 or co-counsel is attached hereto as Exhibit B.

3 14. I am a 2002 graduate of the University of California, Berkeley School of Law
4 (“Boalt Hall”), one of the top law schools in the country. I graduated with a Bachelor of Arts
5 (Honors) from the University of Texas at Austin in 1998. I have been practicing law for 24
6 years. I primarily handle unlimited civil litigation cases in California employment law, the
7 majority of which are PAGA or class action cases. I have personally negotiated six-, seven-, and
8 eight-figure settlements of employment and consumer rights PAGA and class action cases.

9 15. My firm routinely reviews billing rates of other plaintiffs’ firms as well as the
10 billing rates of the defense firms we practice against to confirm that our billing rates are
11 comparable. For these reasons, I believe that my regular hourly rate of \$875 is a reasonable
12 hourly rate.

13 16. From the outset of the case to the present, prosecution of this action has involved
14 significant financial risk for Plaintiff’s Counsel. We undertook this matter solely on a
15 contingent basis, with no guarantee of recovery, and have placed our own resources at risk to
16 prosecute this action with no guarantee of success.

17 17. If Defendant prevailed on any one of the affirmative defenses raised, it could
18 substantially reduce, if not wholly defeat, recovery. Despite such challenges, we were able to
19 secure a favorable settlement which provides recovery to Mr. White, the Class, and the LWDA.

20 18. The quality of opposing counsel is also important to evaluating the quality of the
21 work done by Plaintiff’s Counsel. Here, Defendant was represented by William Woolman of
22 Sagaser, Watkins & Wieland, P.C., experienced employment litigators.

23 19. As California law recognizes, Plaintiff’s Counsel’s commitment to this litigation
24 should not be assessed in a vacuum. A relevant factor in determining attorney’s fees is whether
25 the litigation required Plaintiff’s Counsel to forego other employment. Here, there was
26 additional work that was available to my firm that we had to forgo to devote the time necessary
27 to pursue this litigation. Specifically, my firm undertakes marketing efforts that generate a
28

1 steady stream of leads and potential cases, and we are only able to take on a portion of those
2 cases and forego the remainder, so it is essential that we earn our fees for the cases we do accept.

3 20. I have spent approximately 110.1 hours litigating this case, and I expect to spend
4 another 20+ hours prosecuting this case through preliminary and final approval, handling all
5 objections and opt-outs, supervising the settlement process and mailing of checks, answering
6 many employee questions, and handling the final compliance hearing. A summary of my work
7 on this case thus far includes:

- 8 • Approximately 9.5 hours initially meeting with the client, reviewing his
9 employment records, drafting and filing the PAGA notice and amended PAGA
10 notice, and drafting and serving the complaint and amended complaint;
- 11 • Approximately 2.5 hours corresponding with opposing counsel, including
12 addressing a significant discovery dispute;
- 13 • Approximately 7.3 hours preparing discovery requests, requesting a discovery
14 conference, negotiating the Belaire-West procedure, stipulation, and amended
15 stipulation, and coordinating with the Belaire-West administrator;
- 16 • Approximately 28.5 hours reviewing and analyzing a tremendous amount of
17 employment records provided by Defendant;
- 18 • Approximately 3.4 hours speaking with employee witnesses;
- 19 • Approximately 1.5 hours speaking and corresponding with my client;
- 20 • Approximately 20.0 hours preparing for mediation, including drafting a detailed
21 mediation brief, and participating in a full day mediation;
- 22 • Approximately 3.1 hours preparing for and appearing at case management
23 conferences, and preparing for litigation and trial;
- 24 • Approximately 12.0 hours negotiating and drafting the settlement agreement,
25 revised settlement agreement, and first amended complaint in this matter; and
26 • Approximately 21.3 hours drafting the settlement approval motion and related
27 papers and preparing this revised approval motion.
28

1 21. Plaintiff's Counsel's litigation costs were all reasonable and necessary expenses
2 in litigating and resolving this action. A true and correct copy of the itemized list of costs, in the
3 amount of \$10,671.10, is attached hereto as Exhibit C.

4 22. Plaintiff's interests in this litigation are co-extensive with the interests of the
5 Settlement Class he seeks to represent: he has allegedly been injured in the same manner and by
6 the same alleged practices or course of conduct as the other Class Members.

7 23. I have reviewed *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
8 Cal.App.4th 399, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, and have
9 sought to set forth all of the information those courts have determined are necessary for
10 understanding whether a settlement is "within the realistic range of outcomes" for the litigation,
11 including the amount theoretically recoverable, the size of the class, information relating to the
12 estimated expenses, the scope of plaintiffs' discovery and investigation, the nature of the
13 evidence upon which plaintiffs relied and plaintiffs' analysis of that evidence, and the strength
14 of plaintiffs' claims and defendant's defenses. In my experience in both class action and
15 individual wage and hour cases, viewed in light of the risks of litigation, this settlement is
16 reasonable and represents a favorable outcome.

17 24. The Maximum Settlement Amount of \$385,000 is eminently fair and reasonable
18 comparing the maximum recovery with the costs and risks of further litigation as well as the risk
19 of insolvency.
20

21 25. Defendant has confirmed that there are approximately 502 Class Members during
22 the Class Period as determined by its payroll records.

23 26. The Notice sets out the financial terms of the settlement, specifying the amount
24 of the maximum settlement, each proposed deduction (and that these amounts are subject to
25 court approval), the prospective relief, and the anticipated net fund. The Notice also explains
26 how individual awards will be calculated. Additionally, the notice provides contact information
27 for Plaintiff's Counsel and the Settlement Administrator to answer questions. Defendant's
28

1 counsel has had an opportunity to review and approve the Notice. A true and correct copy of the
2 Notice is attached hereto as Exhibit D.

3 27. Settlement administration costs, including the costs of skip tracing and tax
4 reporting, are estimated to be approximately \$11,250, which will be paid to the Settlement
5 Administrator after final approval has been granted and the settlement amount is funded by
6 Defendant. Plaintiff's Counsel obtained a quote for administration from Atticus Administration,
7 LLC in the amount of \$11,250. A true and correct copy of Atticus Administration, LLC's quote
8 is attached hereto as Exhibit E. I have used Atticus Administration in other matters, and knows
9 its rates to be fair and competitive. I have confirmed that the quote remains valid.

10 28. I declare under penalty of perjury under the laws of the State of California that
11 the foregoing is true and correct. Executed on June 19, 2026, at San Leandro, California.
12

13 
14 _____
John A. Lofton, Esq.

Exhibit A

1 JOHN A. LOFTON, ESQ. (222259)
2 Aiman-Smith & Marcy, P.C.
3 7677 Oakport Street, Suite 1150
4 Oakland, CA 94621
5 Telephone: 510-817-2728
6 Email: jal@asmlawyers.com

7 Attorneys for Plaintiff Michael White

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF FRESNO**

10 **UNLIMITED JURISDICTION**

11 MICHAEL WHITE, an individual,

12 Plaintiff,

13 v.

14 COLTON'S SOCIAL HOUSE INC., a
15 California corporation; and DOES 1-25,
16 inclusive,

17 Defendants.

Case No. 23CECG02432

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

18
19 This Amended Joint Stipulation of Class Action Settlement and Release ("Settlement" or
20 "Settlement Agreement") is made and entered into by and between Michael White ("Plaintiff" or "Class
21 Representative"), individually and on behalf of all others similarly situated, and Defendant Colton's Social
22 House Inc. ("Defendant") (collectively with Plaintiff, the "Parties"), and completely replaces and
23 supersedes the Joint Stipulation of Class Settlement and Release executed on or around February 21, 2025.
24
25

26 **DEFINITIONS**

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

1 1. “Action” means the action entitled White v. Colton’s Social House Inc., et al., Case No.
2 23CECG02432 (Fresno County Superior Court).

3 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
4 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket
5 costs incurred and to be incurred by Class Counsel in the Action, including but not limited to fees and
6 expenses of experts, investigation expenses, postage, telephone, and photocopying charges, costs associated
7 with documenting the Settlement, providing any notices required as part of the Settlement or Court order,
8 securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a
9 Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third
10 (1/3) of the Class Settlement Amount, or One Hundred Twenty-Eight Thousand Three Hundred Thirty-
11 Three Dollars (\$128,333). The Attorneys’ Fees and Costs will also mean and include the additional
12 reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the
13 Action, up to Eleven Thousand Dollars (\$11,000), subject to the Court’s approval. Defendant has agreed
14 not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.
15
16
17

18 3. “Class Counsel” means Aiman-Smith & Marcy, P.C.

19 4. “Class List” means a complete list of all Class Members that Defendant will diligently and
20 in good faith compile from its records and provide to the Settlement Administrator and to Class Counsel
21 within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be
22 formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing
23 address and telephone number; Social Security number; dates of employment; the respective number of
24 Workweeks that each Class Member worked during the Class Period; and any other relevant information
25 needed to calculate settlement payments.
26
27

28 5. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendants

1 as non-exempt, hourly paid employees in California, from June 20, 2019 until November 1, 2024.

2 6. "Class Period" means the period from June 20, 2019 through November 1, 2024.

3 7. "Class Representative Enhancement Payment" means the amounts to be paid to Plaintiff in
4 recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his
5 general release of claims. Subject to the Court granting final approval of this Settlement Agreement and
6 subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class
7 Representative Enhancement Payment of Ten Thousand Dollars (\$10,000).
8

9 8. "Class Settlement Amount" means the Class Settlement Amount of Three Hundred
10 Eighty-Five Thousand Dollars (\$385,000), to be paid by Defendant in full satisfaction of all Released
11 Claims arising from the Action, which includes all Individual Settlement Payments to Participating Class
12 Members, Attorneys' Fees and Costs to Class Counsel, the Class Representative Enhancement Payments to
13 Plaintiff, the Labor and Workforce Development Agency Payment, the payment to the PAGA Aggrieved
14 Employees, and Settlement Administration Costs to the Settlement Administrator. In no event will
15 Defendant be liable for more than the Class Settlement Amount except as otherwise explicitly set forth
16 herein. There will be no reversion of the Class Settlement Amount to Defendant. Defendant will be
17 separately responsible for any employer payroll taxes required by law, including the employer FICA,
18 FUTA, and SDI contributions, which shall not be paid from the Class Settlement Amount.
19
20

21 9. "Court" means the Fresno County Superior Court.
22

23 10. "Defendant" means Colton's Social House Inc.

24 11. "Effective Date" means the later of: (i) if no timely objections are filed, or are withdrawn
25 prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an objection to the
26 Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval,
27 provide no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the
28

Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

12. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement Agreement.

13. “Individual Settlement Payment” means each Participating Class Member’s respective share of the Net Settlement Amount.

14. “Labor and Workforce Development Agency Payment” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that Fifty Thousand Dollars (\$50,000) of the Class Settlement Amount will be allocated to the resolution of Class Members’ claims arising under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency, and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500), of the PAGA Settlement Amount will be paid to the PAGA Aggrieved Employees.

15. “Net Settlement Amount” means the portion of the Class Settlement Amount remaining after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the Labor and Workforce Development Agency Payment, the payment to the PAGA Aggrieved Employees, and Settlement Administration Costs. The Net Settlement Amount will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Amount to Defendant.

16. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection

1 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents
2 upon which the objection is based; and (iv) a statement whether the objector intends to appear at the final
3 fairness hearing. Any Class Member who does not submit a timely written objection to the Settlement, or
4 who fails to otherwise comply with the specific and technical requirements of this section, will be
5 foreclosed from objecting to the Settlement and seeking any adjudication or review of the Settlement, by
6 appeal or otherwise.

8 17. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
9 attached as Exhibit A.

11 18. "PAGA Aggrieved Employees" means all persons who worked for Defendants as non-
12 exempt, hourly paid employees in California, from March 7, 2022 through November 1, 2024.

13 19. "PAGA Period" means the period from March 7, 2022 through November 1, 2024.

14 20. "Parties" means Plaintiff and Defendant collectively.

15 21. "Participating Class Members" means all Class Members who do not submit timely and
16 valid Requests for Exclusion.

18 22. "Plaintiff" means Michael White.

19 23. "Preliminary Approval" means the date on which the Court enters an order granting
20 preliminary approval of the Settlement Agreement.

21 24. "Released Claims" means all claims, rights, demands, liabilities, and causes of action,
22 arising from, or related to, the same set of operative facts as those set forth in the operative complaint,
23 including: (i) claims for failure to pay wages owed, on time and at termination, (ii) claims for failure to pay
24 at least minimum wage for all hours worked, (iii) claims for failure to provide timely and uninterrupted rest
25 periods, (iv) claims relating to unlawful tip sharing, (v) claims for reporting time wages and split shift
26 wages, (vi) claims for failure to provide accurate wage statements, (vii) claims for failure to reimburse
27
28

1 employees for business expenses, and (viii) all claims asserted through California Business & Professions
2 Code §17200, *et seq.*, and California Labor Code §2698, *et seq.* based on the preceding claims.

3 25. “Released Parties” means Defendant, its past or present officers, directors, shareholders,
4 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and
5 reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and
6 attorneys, if any.

8 26. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
9 request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
10 address, telephone number and last four digits of the Social Security Number of the Class Member
11 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator;
12 (iv) clearly state that the Class Member does not wish to be included in the Settlement; and (v) be faxed or
13 postmarked on or before the Response Deadline.

15 27. “Response Deadline” means the deadline by which Class Members must postmark or fax
16 to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the Settlement
17 Administrator. The Response Deadline will be thirty (30) calendar days from the initial mailing of the
18 Notice Packet by the Settlement Administrator, unless the thirtieth (30th) calendar day falls on a Sunday or
19 State holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
20 Postal Service is open.

22 28. “Settlement Administration Costs” means the costs payable from the Class Settlement
23 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
24 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class
25 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
26 Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary,
27
28

1 any such costs in excess of the amount represented by the Settlement Administrator as being the maximum
2 costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately
3 502 Class Members, the Settlement Administration Costs are currently estimated to be \$11,250.

4
5 29. "Settlement Administrator" means Atticus Administration or any other third-party class
6 action settlement administrator agreed to by the Parties and approved by the Court for the purposes of
7 administering this Settlement. The Parties each represent that they do not have any financial interest in the
8 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could
9 create a conflict of interest.

10
11 30. "Workweeks" means the number of days of employment for each Class Member during
12 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to
13 the nearest whole number. All Class Members will be credited with at least one Workweek.

14 **TERMS OF AGREEMENT**

15 Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

16
17 31. Funding of the Class Settlement Amount. Defendant will make a one-time deposit of the
18 Class Settlement Amount of Three Hundred Eighty-Five Thousand Dollars (\$385,000) into a Qualified
19 Settlement Account to be established by the Settlement Administrator. Defendant will pay the employer's
20 share of payroll taxes separately. After the Effective Date, the Class Settlement Amount will be used for:
21 (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the
22 payments to the PAGA Aggrieved Employees, (iv) the Class Representative Enhancement Payments; (v)
23 Attorneys' Fees and Costs; and (vi) Settlement Administration Costs. Defendant will deposit the Class
24 Settlement Amount and the employer's share of payroll taxes within ten (10) calendar days of the Effective
25 Date.
26

27
28 32. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or

1 motion by Class Counsel for Attorneys' Fees and Costs of not more than One Hundred Twenty-Eight
2 Thousand Three Hundred Thirty-Three Dollars (\$128,333), plus the reimbursement of all out-of-pocket
3 costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert
4 fees, investigations expenses, photocopying, etc.), not to exceed Eleven Thousand Dollars (\$11,000), both
5 of which will be paid from the Class Settlement Amount.
6

7 33. Class Representative Enhancement Payment. In exchange for a general release, and in
8 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendant
9 agrees not to oppose or impede any application or motion for a Class Representative Enhancement
10 Payment of Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be
11 paid from the Class Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment
12 paid pursuant to this Settlement and the amounts separately paid for settlement of Plaintiff's individual
13 claims. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class
14 Representative Enhancement Payments.
15
16

17 34. Settlement Administration Costs. The Settlement Administrator will be paid for the
18 reasonable costs of administration of the Settlement and distribution of payments from the Class Settlement
19 Amount, which is currently estimated to be \$11,250. These costs, which will be paid from the Class
20 Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement
21 Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and
22 distributing the Class Settlement Amount, and providing necessary reports and declarations.
23

24 35. Labor and Workforce Development Agency Payment. Subject to Court approval, the
25 Parties agree that the amount of Fifty Thousand Dollars (\$50,000) from the Class Settlement Amount will
26 be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA,
27 Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500), of this sum will
28

1 be paid to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars
2 (\$12,500), will be paid to the PAGA Aggrieved Employees proportionately to the Workweeks worked by
3 each PAGA Aggrieved Employee.

4
5 36. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
6 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by
7 Defendant.

8 37. Individual Settlement Payment Calculations. Individual Settlement Payments will be
9 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class
10 Member worked during the Class Period. Specific calculations of Individual Settlement Payments will be
11 made as follows:
12

13 37(a) Defendant will calculate the total number of Workweeks worked by each
14 Class Member during the Class Period and the aggregate total number of
15 Workweeks worked by all Class Members during the Class Period.

16
17 37(b) To determine each Class Member's estimated "Individual Settlement
18 Payment," the Settlement Administrator will use the following formula: The
19 Net Settlement Amount will be divided by the aggregate total number of
20 Workweeks, resulting in the "Workweek Value." Each Class Member's
21 "Individual Settlement Payment" will be calculated by multiplying each
22 individual Class Member's total number of Workweeks by the Workweek
23 Value.
24

25 37(c) The Individual Settlement Payment will be reduced by any required
26 deductions for each Participating Class Member as specifically set forth herein,
27 including employee-side tax withholdings or deductions.
28

1 37(d) The entire Net Settlement Amount will be disbursed to all Class Members
2 who do not submit timely and valid Requests for Exclusion. If there are any
3 valid and timely Requests for Exclusion, the Settlement Administrator shall
4 proportionately increase the Individual Settlement Payment for each
5 Participating Class Member according to the number of Workweeks worked,
6 so that the amount actually distributed to the Settlement Class equals 100% of
7 the Net Settlement Amount.
8

9 38. Payments to the PAGA Aggrieved Employees. The payments to the PAGA Aggrieved
10 Employees will be calculated and apportioned from the \$12,500 allocated to the PAGA claims based on
11 the number of Workweeks a PAGA Aggrieved Employee worked during the PAGA Period. Specific
12 calculations of these payments will be made as follows:
13

14 38(a) Defendant will calculate the total number of Workweeks worked by each
15 PAGA Aggrieved Employee during the PAGA Period and the aggregate total
16 number of Workweeks worked by all PAGA Aggrieved Employees during the
17 PAGA Period.
18

19 38(b) To determine each PAGA Aggrieved Employee's estimated payment, the
20 Settlement Administrator will use the following formula: The \$12,500 will be
21 divided by the aggregate total number of Workweeks, resulting in the
22 "Workweek Value." Each PAGA Aggrieved Employee's individual PAGA
23 payment will be calculated by multiplying each individual PAGA Aggrieved
24 Employee's total number of Workweeks by the Workweek Value.
25

26 38(c) The entire \$12,500 will be disbursed to all PAGA Aggrieved Employees.
27 There shall be no reduction or exclusion of employees based on Requests for
28

1 Exclusion from the class action portion of the Action.

2 39. No Credit Toward Benefit Plans. The Individual Settlement Payments and PAGA
3 payments made to Participating Class Members and PAGA Aggrieved Employees under this Settlement,
4 as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any
5 additional benefits under any benefit plans to which any Class Members may be eligible, including, but not
6 limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
7 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
8 Agreement will not affect any rights, contributions, or amounts to which any Class Members may be
9 entitled under any benefit plans.
10
11

12 40. Administration Process. The Parties agree to cooperate in the administration of the
13 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
14 administration of the Settlement.
15

16 41. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
17 Defendant will provide the Class List to the Settlement Administrator and to Class Counsel.

18 42. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
19 List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via
20 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.
21

22 43. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
23 Administrator will perform a search based on the National Change of Address Database for information to
24 update and correct for any known or identifiable address changes. Any Notice Packets returned to the
25 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via
26 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator
27 will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the
28

1 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other
2 search using the name, address and/or Social Security number of the Class Member involved, and will then
3 perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by
4 skip-trace or by request, will have either (i) an additional fifteen (15) calendar days or (ii) until the
5 Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.
6

7 44. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
8 will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's
9 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective
10 Class Member worked for Defendant during the Class Period; (v) each Class Member's estimated
11 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the
12 dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or
13 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
14 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.
15
16

17 45. Disputed Information on Notice Packets. Class Members will have an opportunity to
18 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
19 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
20 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will
21 decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will
22 evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of
23 the dispute. All disputes will be decided within ten (10) business days of the Response Deadline.
24

25 46. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
26 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
27 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
28

1 receiving the defective submission to advise the Class Member that his or her submission is defective and
2 that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until
3 (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter, whichever date is
4 later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not
5 postmarked or received by fax within that period, it will be deemed untimely.
6

7 47. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
8 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
9 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
10 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
11 for Exclusion has been timely submitted.
12

13 48. Escalator Clause. In the event it is determined that the number of Class Members during
14 the Class Period is more than 10% over the estimated 502 Class Members, then the Class Settlement
15 Amount shall be increased proportionally by the number of Class Members in the Class Period in excess of
16 552 [10% above estimated number of Class Members] Class Members. Thus, for example, should it be
17 determined that there are in fact 600 Class Members in the Class Period, then the Class Settlement Amount
18 shall be increased by \$36,812.75 (((600 Class Members – 552 Class Members) / 502 Class Members) x
19 \$385,000).
20

21 49. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
22 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request
23 for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well as
24 any Judgment that may be entered by the Court if it grants final approval to the Settlement.
25

26 50. Releases by Participating Class Members. Upon the Effective Date, and except as to such
27 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
28

1 together and individually, on their behalf and on behalf of their respective spouses, heirs, executors,
2 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
3 Parties, or any of them, from each of the Released Claims during the Class Period.

4
5 51. Objection Procedures. To object to the Settlement Agreement, a Class Member must
6 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline.
7 The Notice of Objection must be signed by the Class Member and contain all information required by this
8 Settlement Agreement. The postmark will be deemed the exclusive means for determining that the Notice
9 of Objection is timely. Class Members who fail to object in the manner specified above will be deemed to
10 have waived all objections to the Settlement and will be foreclosed from making any objections, whether
11 by appeal or otherwise, to the Settlement Agreement. Class Members who postmark timely Notices of
12 Objection will have a right to appear at the Final Approval Hearing in order to have their objections heard
13 by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
14 Members to submit written objections to the Settlement Agreement or appeal from the Order and
15 Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this
16 Settlement.

17
18
19 52. Certification Reports Regarding Individual Settlement Payment Calculations. The
20 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies
21 the number of Class Members who have submitted valid Requests for Exclusion, objections to the
22 Settlement, and whether any Class Member has submitted a challenge to any information contained in their
23 Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any
24 updated reports regarding the administration of the Settlement Agreement as needed or requested.

25
26 53. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar days
27 of the Effective Date, the Settlement Administrator will issue payments to: (i) Participating Class Members
28

1 and PAGA Aggrieved Employees; (ii) the Labor and Workforce Development Agency; (iii) Plaintiff; and
2 (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
3 services performed in connection with the Settlement.

4
5 54. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
6 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
7 than one hundred and eighty (180) calendar days after issuance will be tendered to the State Controller's
8 Office, Unclaimed Property Division.

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

13 56. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be
14 allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be
15 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five (75%) will be allocated
16 as non-wages for which IRS Forms 1099-MISC will be issued. All payments made to the PAGA
17 Aggrieved Employees out of the \$12,500 allocated to PAGA penalties shall be treated as non-wages, and
18 may be combined with the non-wages portion of the Individual Settlement Payments.

19
20 57. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
21 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Aggrieved Employees, and
22 Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
23 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
24 and penalties to the appropriate government authorities.

25
26 58. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of
27 the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Aggrieved
28

1 Employees are not relying on any statement, representation, or calculation by Defendant or by the
2 Settlement Administrator in this regard.

3 59. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
4 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
5 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
6 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
7 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
8 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
9 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
10 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
11 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
12 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT
13 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
14 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
15 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
16 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
17 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID
18 ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND
19 (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
20 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S
21 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
22 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
23 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
24
25
26
27
28

1 CONTEMPLATED BY THIS AGREEMENT.

2 60. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
3 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
4 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
5 herein released and discharged.
6

7 61. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
8 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
9 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
10 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
11 likewise be treated as void from the beginning.
12

13 62. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
14 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for:
15 (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval
16 of the proposed Settlement Agreement, (iii) setting a date for a final fairness hearing. The Preliminary
17 Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In
18 conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which
19 sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement,
20 attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain
21 preliminary approval.
22

23 63. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
24 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
25 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
26 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the
27
28

1 Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the Labor and
2 Workforce Development Agency Payment; (v) payments to the PAGA Aggrieved Employees; and (vi) all
3 Settlement Administration Costs. The final fairness hearing will not be held earlier than thirty (30) calendar
4 days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary
5 to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
6 application to be heard at the final approval hearing.
7

8 64. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
9 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After
10 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the
11 interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and
12 (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
13 Agreement.
14

15 65. Release by Plaintiff. Upon the Effective Date, in addition to the claims being released by
16 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
17 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
18 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this
19 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
20 California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives
21 any and all rights and benefits conferred upon their by the provisions of Section 1542 of the California
22 Civil Code or similar provisions of applicable law which are as follows:
23
24

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
27 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
28

1 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED
2 HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3 66. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
4 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
5 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

6 67. Entire Agreement. This Settlement Agreement and any attached Exhibits, together with
7 the separate settlement agreement resolving Plaintiff's individual claims, constitute the entirety of the
8 Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
9 binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California
10 Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed
11 according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree
12 that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of
13 this Settlement Agreement.

14 68. Amendment or Modification. No amendment, change, or modification to this Settlement
15 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

16 69. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
17 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
18 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
19 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
20 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
21 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
22 agreement on the form or content of any document needed to implement the Settlement, or on any
23 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties

1 may seek the assistance of the Court to resolve such disagreement.

2 70. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
3 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

4 71. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
5 be governed by and interpreted according to the laws of the State of California.

6 72. Execution and Counterparts. This Settlement Agreement is subject only to the execution
7 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
8 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
9 copies of the signature page, will be deemed to be one and the same instrument.

10 73. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
12 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all
13 relevant factors, present and potential. The Parties further acknowledge that they are each represented by
14 competent counsel and that they have had an opportunity to consult with their counsel regarding the
15 fairness and reasonableness of this Settlement.

16 74. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
17 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
18 with applicable precedents so as to define all provisions of this Settlement Agreement valid and
19 enforceable.

20 75. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
21 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
22 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
23 either party may appeal any court order that materially alters the Settlement Agreement's terms.

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

8
9 77. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
10 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering
11 into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or
12 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
13 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;
14 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
15 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
16 negotiations connected with it, will be construed as an admission or concession by Defendant of any such
17 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce
18 the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or
19 received as evidence in any action or proceeding to establish any liability or admission on the part of
20 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance
21 with, federal, state, local or other applicable law.

22
23 78. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
24 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
25 a further waiver by such party of the same or any other condition, covenant, right or remedy.
26
27
28

1 79. Enforcement Actions. In the event that one or more of the Parties institutes any legal
2 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or
3 to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
4 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
5 witness fees incurred in connection with any enforcement actions.
6

7 80. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
8 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
9 more strictly against one party than another merely by virtue of the fact that it may have been prepared by
10 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the
11 Parties, all Parties have contributed to the preparation of this Settlement Agreement.
12

13 81. Representation By Counsel. The Parties acknowledge that they have been represented by
14 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
15 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and
16 Class Counsel warrant and represent that there are no liens on the Settlement Agreement.
17

18 82. All Terms Subject to Final Court Approval. All amounts and procedures described in this
19 Settlement Agreement herein will be subject to final Court approval.
20

21 83. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
22 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
23 Agreement.
24

25 84. Binding Agreement. The Parties warrant that they understand and have full authority to
26 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
27 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any
28 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise

1 might apply under federal or state law.

2 **READ CAREFULLY BEFORE SIGNING**

3 Dated: 11/18/2023

PLAINTIFF

4
5 
6 Michael White (Nov 18, 2025 12:33:09 PST)
7 Michael White

8 Dated: 11/17/2025

DEFENDANT

9
10 Jim Souza
11 Jim Souza (Nov 17, 2025 15:45:16 PST)
12 Colton's Social House Inc.
13 By: Jim Souza
14 Its: pRESIDENT

15 **APPROVED AS TO FORM**

16 Dated: 11/18/2023

AIMAN-SMITH & MARCY, P.C.

17
18 
19 John A. Lofton, Esq.
20 Attorneys for Plaintiff Michael White

21
22 Dated: November 17, 2025

Sagaser, Watkins & Wieland P.C.

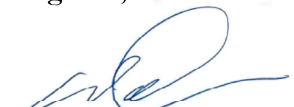
23 
24 William M. Woolman, Esq.
25 Attorneys for Defendant Colton's Social House Inc.
26
27
28

Exhibit B

REPRESENTATIVE CASES FOR AIMAN-SMITH & MARCY

A representative list of significant class actions, representative actions, and jury trials in which the attorneys at Aiman-Smith & Marcy have served as lead counsel or co-class counsel includes:

Aghmane v. Bank of America NA, U.S. District Court, Northern District, Case No. No.: C 13-03698 DMR. (\$1.6 million jury verdict on defamation and blacklisting in February 2018) (Ninth Circuit Opinion reversing summary judgment on defamation and blacklisting claim appears at 696 Fed. Appx. 175 (9th Cir. 2017)).

Bean v. Hugo Boss Retail, Inc., U.S. District Court, Northern District, Case No. 3:13-cv-05921-RS (class action for uniform reimbursement, bag searches, and missed breaks)

Benton, et al. v. Telecom Network Specialists, Inc., Los Angeles County Superior Court, Case No. BC354230, published as (2013) 220 Cal.App.4th 701 (class action for overtime, meal and rest breaks; established important principles for class certification of wage and hour cases).

Booker, et al. v. Tanintco, Inc., Los Angeles County Superior Court, Case No. BC349267 (class action for overtime, meal and rest breaks)

Bradley, et al. v. Networkers International, LLC, San Diego County Superior Court, Case No. GIC 862417, published as (2012) 211 Cal.App.4th 1129 (class action for overtime, meal and rest breaks; established important principles for class certification of wage and hour cases).

Brawner v. Bank of America, United States District Court, Northern District of California, Case No. 3:2014cv02702 (class action for misclassification as exempt)

Brown v. Abercrombie & Fitch Co., 2014 U.S. Dist. LEXIS 19414, N.D. Cal., February 14, 2014, Case No.: 4:13-CV-05205 YGR (uniform reimbursement class action; 62,000 person class certified), consolidated with *Bojorquez v. Abercrombie & Fitch Co.*, Southern District of Ohio, Case No. 2:16-cv-00551-MHW (250,000 employees) (\$25 million settlement).

Cohen v. FedEx Office and Print Services, Inc., Alameda County Superior Court Case No. RG17810621 (consumer class action under Fair and Accurate Credit Transactions Act)

Cruz v. Goodman Networks, Inc., U.S. District Court, Northern District, Case No. 4:2010cv03820 (misclassification).

Flournoy, et al. v. 3S Network, Inc., Contra Costa County Superior Court, Case No. C09-00113 (misclassification)

Green, et al. v. Presidio International, Inc. dba A|X Armani Exchange, San Francisco Superior Court, Case No. CGC 13-536365 (class action for uniform reimbursement, bag searches, and missed breaks)

Guess Outlet Stores Pricing Cases, Los Angeles County Superior Court Case No. JCCP 4883 (consumer retail pricing class actions)

Hernandez, et al. v. FocusMicro, Inc., U.S. District Court, Northern District, Case No. CV 11-05621 EDL (off-the-clock work and missed breaks)

Hurtado, et al. v. Lowe's HIW, U.S. District Court, Northern District, Case No. CV-11-1996 (consumer class action under Song-Beverly Credit Card Act)

Holmes, et al. v. Big Five Sporting Goods, Los Angeles County Superior Court, Case No. JCCP4667 (consumer class action under Song-Beverly Credit Card Act)

Jerominski v. Walgreen Co., consolidated as *In re Walgreen Co. Wage and Hour Class Action*, U.S. District Court, Central District of California, Case No. 11-cv-07664-PSG (FFMx) (40,000 employee class action for bag searches) (\$23 million settlement)

Jones v. Armanino LLP, Alameda County Superior Court, Case No. RG 13-68105 (consumer class action for accounting negligence)

Kulvicki, et al. v. Pick-N-Pull Auto Dismantlers, Alameda County Superior Court, Case No. RG11560441 (class action for misclassification)

Maldonado, et al. v. ME Cal, Inc., San Francisco County Superior Court, Case No. CGC-11-5109000 (class action for misclassification)

Mendes, et al. v. B-4 Partners, LLC, et al., Alameda County Superior Court, Case No. RG11603095, consolidated with *Noble v. Greenberg Traurig, LLP*, Alameda County Superior Court, Case No. RG11593201 (consumer class action for securities fraud, Ponzi scheme)

Milton v. Best Buy Stores, L.P., U. S. District Court, Central District of California, Case No. CV11-6913, consolidated as *Gass, et al. v. Best Buy Stores, L.P.*, U.S. District Court, Central District of California, Case No. CV 11-01507 SJO (JCGx) (consumer class action)

under the Song-Beverly Credit Card Act)

Nakooka v. Dollar Tree Stores, Inc., U.S. District Court, Northern District of California, Case No. 3:17-CV-03955-JD (employee class action for uniform reimbursement)

Ortiz v. CVS Caremark Corporation, et al., U.S. District Court, Northern District of California, Case No. CV 12-05859 EDL; related with *Murphy v. CVS Caremark Corp.*, Los Angeles County Superior Court No. BC464785 (30,000 employee class action for bag searches, off-the-clock work) (\$12.75 million settlement)

Price, et al. v. EXI Parsons Telecom, Los Angeles County Superior Court, Case No. BC351252 (class action for overtime, meal and rest breaks)

Rivera v. Uniqlo California, LLC, U.S. District Court for the Central District of California, Case No. 17-CV-02848-JAK (JPR) (uniform reimbursement class action)

Robinson, et al. v. Defender Security Company, Alameda County Superior Court, Case No. RG10505016 (class action for misclassification and off-the-clock work)

Saberi, et al. v. Bridgestone Firestone Retail & Commercial Operations, Alameda County Superior Court. Case No. RG08406555 (\$14 million settlement)

Smith, et al. v. S.Com, Inc., San Francisco County Superior Court, Case No. CGC-02-412968 (misclassification class action)

Westman, et al. v. Rogers Family Funeral Homes, Contra Costa County Superior Court, Case No. C 98-03165 (consumer class action for negligence)

Williams v. Bank of America, N.A., U.S. District Court, Central District of California, Case No. SACV 15-01597 AG (KESx) (misclassification class action)

Williams v. Union Pacific Railroad Co., Alameda County Superior Court Case No. RG 06251955 (race discrimination jury verdict of \$1.6 million)

Zimmelman Jewelry v. CrossCheck, Sonoma County Superior Court, Case No. SCV 229654 (consumer class action for unfair business practices)

Exhibit C

White v. Colton's Social House
Cost Detail

Date	Description	Cost
03/09/23	PAGA Notice filing fee	\$75.00
03/31/23	LexisNexis – March 2023 legal research	5.43
06/20/23	One Hour Legal – filing fee re Summons and Complaint	521.95
06/28/23	One Hour Legal – filing fee re CCCS	43.45
06/29/23	One Hour Legal – attempted service of process of Summons and Complaint	135.00
07/13/23	Fresno County Superior Court – advance deposit toward jury fees	150.00
07/13/23	One Hour Legal – filing fee re Notice of Posting Jury Fees	58.45
07/20/23	One Hour Legal – service of Summons and Complaint	400.00
07/31/23	LexisNexis – July 2023 legal research	2.15
08/07/23	One Hour Legal – filing fee re Proof of Service of Summons and Complaint	43.45
09/30/23	LexisNexis – September 2023 legal research	10.27
10/04/23	One Hour Legal – filing fee re CMC Statement	43.45
01/31/24	LexisNexis – January 2024 legal research	6.31
02/23/24	One Hour Legal – filing fee re Stipulation and Proposed Order re Belaire Notice and Confidential Agreement	66.45
02/26/24	One Hour Legal – service of chamber's copy of Stipulation and Proposed Order re Belaire Notice and Confidential Agreement	125.00
03/21/24	One Hour Legal – filing fee re Proposed Amended Order Approving Stipulation re <i>Belaire-West</i> Notice and Confidential Agreement	66.45
04/16/24	Atticus Administration – claims administration (<i>Belaire-West</i> Notice)	712.00
04/29/24	Howard R. Broadman – mediation fees for 04/29/24 mediation	7,500.00
04/30/24	LexisNexis – April 2024 legal research	43.24
08/28/24	One Hour Legal – filing fee re CMC Statement	43.45
09/04/24	CourtCall – JAL telephonic appearance at 09/03/24 CMC	72.00
10/18/24	One Hour Legal – filing fee re Stipulation and Proposed Order Granting Leave to file First	66.45

	Amended Complaint	
10/30/24	One Hour Legal – filing fee re First Amended Complaint	43.45
04/08/25	One Hour Legal – filing fee re Notice of Change of Address	44.90
11/04/25	One Hour Legal – filing fee re CMC Statement	84.90
11/18/25	One Hour Legal – filing fee re Motion for Preliminary Approval of Class Action Settlement	110.90
11/18/25	One Hour Legal – service of chamber’s copy of Motion for Preliminary Approval of Class Action Settlement	125.00
01/30/26	CourtCall – JAL telephonic appearance at 01/29/26 CMC	72.00
TOTAL		\$10,671.10

Exhibit D

White v. Colton's Social House, Inc., No. 23CECG02432 (Fresno County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF FRESNO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Colton's Social House, Inc. ("Defendant" or "Colton's") as non-exempt, hourly paid employees in California from June 20, 2019 until November 1, 2024 ("Class Members").

A settlement has been reached in the case entitled *White v. Colton's Social House, Inc.*, Case No. 23CECG02432, which is pending in the Superior Court for the State of California, County of Fresno ("Court") (together "Action" or "Lawsuit"). On _____, the Honorable Lisa Gamoian of the Fresno County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Colton's records indicate that you are a Class Member, and therefore you may be entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____, 2026 in Department 403 of the Fresno County Superior Court located at 1130 O Street, Fresno, California 93721. You are not required to attend the hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiff Michael White, on behalf of himself and other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay wages to employees for all hours worked; (2) pay at least minimum wage; (3) provide employees with rest breaks; (4) share tips appropriately; (5) pay reporting time and split shift wages; (6) provide employees with accurate, itemized wage statements; and (7) reimburse employees for all necessary business expenses.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On April 29, 2024, the parties participated in a mediation with Hon. Howard Broadman (Ret.), an experienced and well-respected class action mediator. With Judge Broadman's guidance, the parties were able to negotiate a complete settlement of Plaintiff's claims (the "Settlement").

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Aiman-Smith & Marcy, P.C. ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed Settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff. The Settlement is not an admission of any wrongdoing by Colton's or an indication that any law was violated.

Summary of The Proposed Settlement Terms

Under the proposed Settlement, Colton's will pay \$385,000 (referred to as the "Class Settlement Amount") to fully and finally resolve all claims in the Lawsuit. Subject to approval by the Court, this amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000

each to Michael White for his services on behalf of the class; (3) \$128,333 in attorneys' fees and up to \$11,000 in litigation costs and expenses; (4) a \$37,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$11,250. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$174,417 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Each Class Member's settlement payment will be based on the number of Workweeks each Class Member worked in a non-exempt position during the period from June 20, 2019 until November 1, 2024 ("Class Period"). The formula for calculating settlement payments is as follows:

- (a) The Settlement Administrator will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period ("Total Workweeks").
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in the "Workweek Value".
- (c) An "Individual Settlement Payment" amount for each Class Member will then be determined by multiplying the individual Class Member's total number of Workweeks by the Workweek Value.
- (d) The Individual Settlement Payment will be reduced for the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payment.
- (e) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

According to Colton's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated Individual Settlement Payment is approximately \$ _____. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Colton's records will control unless you are able to provide documentation that establishes otherwise. The above-stated amount is only an estimate and is subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payment. The actual Individual Settlement Payment you receive may be more or less than the estimated amount shown. Colton's will separately pay the employer's share of taxes and withholdings.

The Settlement Administrator will issue IRS Forms W-2 and 1099 to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your Individual Settlement Payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment from the Settlement Administrator if and when the Settlement receives final approval by the Court. **It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file. If the Court grants final approval of the Settlement, your Individual Settlement Payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”): All claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, based on the fact, legal theories and causes of action set forth in the operative complaint, including: (i) claims for failure to pay wages owed, on time and at termination, (ii) claims for failure to pay at least minimum wage for all hours worked, (iii) claims for failure to provide timely and uninterrupted rest periods, (iv) claims relating to unlawful tip sharing, (v) claims for reporting time wages and split shift wages, (vi) claims for failure to provide accurate wage statements, (vii) claims for failure to reimburse employees for business expenses, and (viii) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*, and (ix) civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”) §§ 2698, *et seq.* based on the preceding claims; (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period. The definition of Released Claims shall not be limited in any way by the possibility that Plaintiff or Class Members may discover new facts, legal theories, or legal arguments not alleged in the operative complaint but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Claims.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The written request to be excluded must be postmarked or faxed not later than _____, 2026. If you submit a request for exclusion which is not postmarked or faxed by _____, 2026, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Final Fairness Hearing. The objection must be mailed to the administrator at [administrator’s address].

All objections must be received by the Settlement Administrator by not later than _____ 2026. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Fresno, in Department 403 of the Fresno County Superior Court located at 1130 O Steet, Fresno, California 93721, and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

[Settlement Administrator]

[Address]

[Phone number]

[Fax number]

John A. Lofton

Aiman-Smith & Marcy, P.C.

7677 Oakport Street, Suite 1000

Oakland, CA 94621

Phone: 510-779-2625

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Exhibit E

Atticus Administration, LLC
Chris Longley – CEO

Aiman-Smith & Marcy 492cm case

Prepared for

John A. Lofton | Attorney
jal@asmlawyers.com
P: 510.817.2728

Aiman-Smith & Marcy, P.C.
7677 Oakport Street, Suite 1150
Oakland, California 94621



Class Action Administration

Estimate E2025-01-E13
Aiman-Smith & Marcy 492cm case

Prepared on January 13, 2025
By Chris Longley – CEO | Atticus Administration LLC

Estimate Summary

Atticus Services & Cost Description

NOTICE MAILING – Mailed First Class	\$3,213
<i>Initial notice, up to 10-pages</i>	Included
<i>Undeliverable, return mail processing</i>	Included
<i>English only</i>	Included
PROJECT MANAGEMENT, ADMIN FEES, TECHNICAL	\$3,125
COMMUNICATIONS	\$913
<i>PO box rental</i>	Included
<i>IVR, 800#, live operators</i>	Included
<i>Correspondence, objections, opt-outs</i>	Included
FUND, TAX, REPORTING	\$1,448
<i>Setup QSF, file annual and quarterly, state and federal tax returns</i>	Included
DISTRIBUTION	\$3,533
<i>Check printing, payment calculation & verification, bank fees (one distribution)</i>	Included
Discount	(\$982)

TOTAL: **\$11,250**

Key Assumptions

- Hybrid Class: **492 individuals**.
- Notice up to 10-pages in English only.
- Additional notice prior to final approval.
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches (skip-tracing).
- Communications includes dedicated 800#, live operators, IVR for FAQ and other correspondence.
- Includes all federal and state tax reporting for one state (CA) with class members and/or Aggrieved Employees receiving 1099's and W2's.
- Includes one distribution to all class members who do not opt-out and all Aggrieved Employees will also receive their PAGA portion.
- Class and PAGA awards will be issued as a separate check.
- Uncashed checks tendered to cy pres recipient or escheat to unclaimed property.

PRINT NAME

ROLE

Client Signature

Date

By signing above, I understand and agree to the pricing terms and services to be provided by Atticus Administration for the stated project.

PLEASE NOTE: This estimate and pricing is for the services stated herein and is valid for 30 days from the date of the estimate. If the Settlement Agreement or other service scope document(s) require additional services not included or priced in this estimate, we will separately price those scope changes and submit an updated quote prior to proceeding with the work.

Payment Terms:
40% payable at Notice
60% payable at Distribution



Detailed Budget

Atticus Services & Cost Description

DESCRIPTION		UNITS		SUBTOTAL
NOTICE MAILING (Data Cleansing & Analysis) Mailed First Class		492	Class Mbrs	\$3,213
Class Data List (Review, Compile, Analysis, Cleansing, Processing)		4	Hours	\$494
Class Notice Review (Proof, Finalize, Print Set-Up)		4	Hours	\$494
Class Notice Printing	10	4,920	Printed Pages	\$682
Class Notice Postage (within 1 ounce max weight)		492	Mailed Notices	\$357
Additional Notice Prior and Postage		492	Reminder Notices	\$877
Notice Undeliverable Mail (Receipting, Cataloguing, NCOA, Remailing)	10.0%	34	Pieces	\$219
Notice Request Remails (Printing, Postage, Skip-Trace Hits)	3.0%	15	Pieces	\$90
PROJECT MANAGEMENT		22	Hours	\$2,750
TECHNICAL SET UP (includes project kick-off)		3	Hours	\$375
COMMUNICATIONS				\$913
Telephone (Setup, Monthly Fee)		6	Months	\$188
Telephone (Messages, Voicemail, IVR, Live Operator Support)		6	Months	\$429
PO Box (Setup, Monthly Fee)		6	Months	\$100
Correspondence (Objections, Processing)		Various	Hours	\$196
FUND, TREASURY & TAX REPORTING				\$1,448
Establish QSF		2	Hours	\$260
Tax Reporting (Prepare and File, Unemployment, Tax Forms)		8	Hours	\$1,040
Mail 1099's & W-2s No Postage - Mailed with Check		0	Mailed Forms	\$0
Print 1099's & W-2's		492	1099's & W-2's	\$148
DISTRIBUTION (Payment Calculations & Reporting)				\$3,533
Check and Cover Letter (Design, Review, Finalize)		4	Hours	\$494
Payment Data (Calculate, Verify Payments)		6	Hours	\$741
Payment Reports (Preparation, Reconciliations)		4	Hours	\$494
Check Printing (Print Setup, Printing, Mail Prep) 2 Checks		984	Printed Checks	\$728
Check Mailing Postage (will be 1x mailings)		492	Mailed Checks	\$357
Check Undeliverable Mail (Receipting, Cataloguing, NCOA, Remailing)	3.0%	15	Pieces	\$130
Bank Fees (Account Setup, Monthly Fee)		9	Months	\$589
DATA STORAGE		n/a		\$0
Discount				(\$982)
		TOTAL		\$11,250

Operating Assumptions

- Hybrid Class: **492 individuals**.
- Notice form up to 10-pages, double sided printing in English only. Price includes postage and handling fees.
- Additional notice prior to final approval.
- Data review, cleansing and preparing file for mailing; including NCOA, new address searches, and skip tracing if required.
- Communications includes, PO box, mail correspondence, 800# with live phone operators, and IVR.
- Project management assumes 25 hours at a blended rate of \$125 per hour. Includes summary reporting on a weekly basis and all requested declarations.
- All class members who do not opt-out will receive a check and tax document(s) and all Aggrieved Employees will receive their PAGA portion.
- Includes one distribution to class members and/or Aggrieved Employees, two separate checks.
- Qualified Settlement Fund assumes 9 months. Price includes tax reporting for both state and federal returns. All bank fees are included in pricing.
- Disbursement includes positive pay "anti-fraud" features.



Thank you



Chris Longley – CEO

612-315-9007 (Direct)
651-755-2552 (Cell)
clongley@atticusadmin.com

1295 Northland Drive Suite 160
St. Paul, MN 55120

www.atticusadmin.com