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8 Attorneys for Plaintiff WILLIAM WATSON  
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF ORANGE**  
12

13 WILLIAM WATSON, as an individual on  
14 behalf of himself and on behalf of all others  
similarly situated,

15 Plaintiff,

16 vs.

17 NOTARIZE, INC. a Delaware corporation;  
18 and DOES 1-100, inclusive,

19 Defendants.  
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Case No.: 30-2023-01310277-CU-OE-CXC

Assigned for All Purposes to:  
Honorable Melissa R. McCormick  
Department CX104

SUPPLEMENTAL DECLARATION OF  
BRANDON BROUILLETTE IN SUPPORT OF  
MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION AND PAGA  
SETTLEMENT

**Date: December 5, 2024**

**Time: 2:00 p.m.**

**Dept.: CX104**



8. The paragraph citations in Paragraphs 35 (formerly Paragraph 34) and Paragraph 74 (formerly Paragraph 73) have been revised to cite to the correct paragraph.

9. The first sentence of Paragraph 75 (formerly Paragraph 74) has been revised for clarity.

10. The Settlement Agreement and Class Notice have been revised to show PAGA payments will be calculated based on Pay Periods rather than work weeks.

11. Paragraph 67 regarding objections (formerly Paragraph 66) has been revised consistent with the Court's prior ruling.

12. The typo in the heading of Section XI of the Settlement Agreement has been revised.

13. Paragraph 66 (formerly Paragraph 65) regarding work week/pay period disputes has been revised to reflect the Court may review any decision by the Settlement Administrator regarding disputes

14. I estimate Plaintiff's class award at approximately \$1,680, and his PAGA award at approximately \$180.

## Revisions to Class Notice

15. As noted in the above paragraphs, where required the Class Notice has been revised to be consistent with revisions to the Settlement Agreement.

16. The noted language has been removed from the last paragraph of Page 1.

17. The word “strongly” has been removed from the last paragraph of Page 3.

18. The Class Notice now advises Aggrieved Employees, on page 6 in the “Aggrieved Employees PAGA Release” paragraph, that they will be bound by the PAGA Release even if they don’t cash their settlement check.

19. The Class Notice now advises Class Members, at § 6 on page 5 for opt outs, at § 4 on page 7 for workweek disputes, and at § 7 on page 8 for objections, that deadlines will be extended if notices are re-mailed.

20. The noted language has been added to the Class Notice at the top of Page 3 regarding appearances at the final approval hearing even without submitting a written objection.



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36. In Paragraph 9.e. “in an amount not to exceed” has been replaced “of.”

37. The Parties propose Thursday, May 8, 2025, at 2 pm, for the final approval hearing.

38. For all the foregoing reasons, I believe the settlement is fair, reasonable, and in the best interests of the class.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 19<sup>th</sup> day of November 2024, at Los Angeles California.

  
\_\_\_\_\_  
Declarant

# **EXHIBIT**

# **1**

Brandon Brouillette (SBN 273156)  
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and the aggrieved employees*

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*Attorneys Defendant Notarize, Inc.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ORANGE**

WILLIAM WATSON, as an individual  
on behalf of himself and on behalf of all  
others similarly situated,

Plaintiff,

v.

NOTARIZE, INC., a Delaware corporation;  
and DOES 1-100, inclusive,

Defendants.

Case No. 30-2023-01310277-CU-OE-CXC

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

ASSIGNED FOR ALL PURPOSES TO  
JUDGE MELISSA R. McCORMICK,  
DEPT. CX104

FAC Filed: March 3, 2023  
Trial Date: None Set

1 This Joint Stipulation for Class Action Settlement and Release of Claims is made and entered  
2 into by and between Plaintiff WILLIAM WATSON (“Plaintiff”), individually and on behalf of the  
3 alleged putative class of all other similarly situated individuals, on the one hand, and Defendant  
4 NOTARIZE, INC. (“Defendant”), on the other hand, to resolve the class and representative action  
5 wage and hour disputes that led to the above-captioned lawsuit.

6 THE PARTIES STIPULATE AND AGREE as follows:

7 **I. DEFINITIONS**

8 1. **“Aggrieved Employees”** shall mean and refer to all Class Members who are  
9 currently or were formerly employed by Defendant at any location in California during the PAGA  
10 Period.

11 2. **“Agreement,” “Stipulation,” “Settlement” and “Joint Stipulation”** all mean this  
12 document.

13 3. **“Class Counsel”** shall mean Brandon Brouillette, Zachary Crosner, and Jamie Serb  
14 of Crosner Legal, PC.

15 4. **“Class Counsel Fees and Costs Payment”** means the amount of attorneys’ fees and  
16 costs awarded by the Court pursuant to the terms of this Agreement.

17 5. **“Class Member”** shall mean a member of the Class.

18 6. **“Class”** shall mean all persons currently or formerly employed by Defendant, either  
19 directly or through any affiliate, staffing agency, or professional employer organization, as non-  
20 exempt, hourly paid employees working in the State of California during the Class Period.

21 7. **“Class Period”** means the time period from March 3, 2019 and ending on the End  
22 Date.

23 8. **“Class Representative”** means Plaintiff William Watson.

24 9. **“Class Representative Service Payment”** means the payments to Class  
25 Representative William Watson described in Section IV of this Agreement.

26 10. **“Court”** means the Superior Court of California for the County of Orange.

1           11.    **“Court’s Final Order and Judgment”** means the Final Order Approving Class  
2 Action Settlement and Judgment in a form to be agreed upon by the Parties and as approved by the  
3 Court.

4           12.    **“Defendant”** shall mean NOTARIZE, INC. dba PROOF.COM.

5           13.    **“Defendant’s Counsel”** shall mean Rebecca Aragon and David S. Maoz of Littler  
6 Mendelson.

7           14.    **“Effective Date”** shall have the meaning ascribed to it in Paragraph 70 below.

8           15.    **“Employee Payroll Taxes”** means the employee portion of all applicable tax  
9 withholdings including, but not limited to, FICA, FUTA, and other employment related taxes and  
10 withholding of federal, state, and local income taxes.

11          16.    **“Employer Payroll Taxes”** means the employer’s share of FICA, FUTA, and all  
12 other local, state, and federal payroll taxes and deductions related to the Individual Settlement  
13 Payments.

14          17.    **“End Date”** means the date upon which preliminary approval is granted and entered  
15 by the Court.

16          18.    **“Final Approval Hearing”** means the hearing at which the Court shall consider,  
17 without limitation, any timely objections to the Settlement from Class Members, testimony from  
18 the Parties or their counsel, declarations regarding the settlement process from the Settlement  
19 Administrator, and otherwise make a final determination regarding the fairness of the Settlement  
20 described herein.

21          19.    **“Gross Settlement Amount”** means One-Hundred Eighty-Two Thousand Five-  
22 Hundred Dollars and No Cents (\$182,500.00), payable by Defendant as provided by this  
23 Agreement and as ordered by the Court. The Gross Settlement Amount is inclusive of the following  
24 deductions: all payments to Class Members, the Class Counsel Fees and Costs Payment, the Class  
25 Representative’s Service Payment, the Settlement Administration Fees, and the LWDA Payment.

26          20.    **“Individual PAGA Payment”** means the payment to be made to Aggrieved  
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Employees from the PAGA Payment.

21. **“Individual Settlement Payment”** means the payment to be made to Participating Class Members from the Net Settlement Fund, pursuant to the terms of this Agreement.

22. **“Individual Settlement Share”** means the gross amount of the Net Settlement Amount that a Class Member is eligible to receive based on the number of Workweeks that he or she worked as a Class Member during the Class Period if he or she does not submit a timely and valid Request for Exclusion.

23. **“Litigation”** means the lawsuit entitled *Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC.

A. **“LWDA Payment”** means the payment to the LWDA for its seventy-five percent (75%) share of the total amount allocated toward penalties under the PAGA all of which is to be paid from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties, of which Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five Thousand Dollars and Zero Cents (\$5,000.00) will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked in the PAGA Period, as further set out herein.

24. **“Net Settlement Fund”** means the remainder of the Gross Settlement Fund after making the deductions described in Paragraph 19. The Net Settlement Fund shall be allocated among the Participating Class Members and Aggrieved Employees according to the formula and other terms described in Section VI of this Agreement.

25. **“Non-Participating Class Member”** means a putative Class Member who submits a timely and valid request to opt-out of the Settlement.

26. **“Notice of Proposed Settlement”** means the Notice of Settlement of Class Action in the form attached hereto as **Exhibit A**, the Request for Exclusion Form in the form attached hereto as **Exhibit B**, and the Objection Form in the form attached hereto as **Exhibit C**, and as approved by the Court.

1           27.    **“Operative Complaint”** means the First Amended Complaint on file in the  
2   Litigation.

3           28.    **“Participating Class Member”** means a Class Member who does not timely and  
4   validly opt out of the Settlement.

5           29.    **“PAGA”** means the California Labor Code Private Attorneys General Act,  
6   California Labor Code §§ 2698, *et seq.*

7           30.    **“PAGA Payment”** means the Five Thousand Dollar (\$5,000.00) payment payable  
8   to Aggrieved Employees, which would be in addition to their Individual Settlement Share so long  
9   as they do not opt out of the Settlement.

10          31.    **“PAGA Period”** means the time period from March 3, 2022 through the End Date.

11          32.    **“Parties”** shall refer collectively to Plaintiff and Defendant, each of whom is a  
12   “Party.”

13          33.    **“Preliminary Approval of the Settlement”** means the Court’s preliminary  
14   approval of the Settlement.

15          34.    **“Released Parties”** collectively means: (a) Defendant; (b) Defendant’s respective  
16   past, present, and future parents, subsidiaries, affiliates, divisions, fiduciaries, predecessors,  
17   successors, and assigns; and (c) the past, present, and future shareholders, directors, owners,  
18   officers, directors, agents, representatives, , attorneys, assigns, insurers, re-insurers and the  
19   predecessors, successors, and assigns of any of the foregoing.

20          35.    **“Released Claims”** means the following:  
21               a.    **Release as to All Participating Class Members.** Effective only upon the entry  
22                   of an Order granting Final Approval of the Settlement, entry of Judgment, and  
23                   payment by Defendant to the Settlement Administrator of the full Gross  
24                   Settlement Amount and Employers’ Taxes necessary to effectuate the  
25                   Settlement, CLASS REPRESENTATIVE and all members of the Settlement  
26                   Class, except those that make a valid and timely request to be excluded from the  
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1 Class, waive, release, and discharge any and all claims against the Released  
2 Parties, of any of them, that were alleged in the Litigation or which could have  
3 reasonably been alleged based on the facts asserted in the Litigation. These  
4 claims include, but are not limited to: (1) recovery of unpaid minimum wages  
5 and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to  
6 provide meal periods of compensation in lieu thereof; (4) failure to provide rest  
7 periods or compensation in lieu thereof; (5) failure to furnish accurate itemized  
8 wage statements; (6) failure to timely pay all wages due upon separation of  
9 employment; (7) failure to reimburse business expenses; and, (8) unfair  
10 competition.. (“Class Released Claims”). As to the PAGA claims, only those  
11 Class Members who worked during the PAGA Period will release any and all  
12 claims against the Released Parties, or any of them, for civil penalties under  
13 PAGA that were alleged in the Litigation or which could have reasonably been  
14 alleged based on the facts asserted in the Litigation and the PAGA Notice.,  
15 (“PAGA Released Claims” and, collectively with Class Released Claims,  
16 “Released Claims”).

17 b. **General Release by Named Plaintiff Only.** In addition to the release made in  
18 Paragraph 354(a), Plaintiff makes the additional following general release of  
19 all claims, known or unknown. Upon the date that the settlement is considered  
20 final as defined in Paragraph 70, Plaintiff releases the Released Parties, or of  
21 any of them, from all claims, demands, rights, liabilities and causes of action  
22 of every nature and description whatsoever, known or unknown, asserted or  
23 that might have been asserted, whether in tort, contract, or for violation of any  
24 state or federal statute, rule or regulation arising out of, relating to, or in  
25 connection with any act or omission by or on the part of each of the Defendant.

26 36. **“Settlement”** means the Parties’ agreement to settle the Litigation on the terms  
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described in this Agreement.

37. “**Settlement Administrator**” means the third-party administration firm selected by the Parties and approved by the Court. The Parties have agreed to propose Phoenix Class Action as the Settlement Administrator for the Court’s consideration and approval.

38. “**Settlement Administration Fees**” means the amount of fees and costs incurred by the Settlement Administrator awarded by the Court pursuant to the terms of this Agreement.

## II. THE LITIGATION

39. Procedural History. On March 3, 2023, Plaintiff filed the Class Action Complaint that included causes of action for: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition. Defendant filed an Answer generally and specifically denying the material allegations of the Complaint and setting forth numerous affirmative defenses thereto. On August 25, 2023, Plaintiff filed a First Amended Complaint containing the same causes of action as the original Complaint and adding an additional claim for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code sections 2698, *et seq.* Defendant filed an answer generally and specifically denying the material allegations in the Complaint and setting forth numerous affirmative defenses thereto.

40. Investigation and Discovery. Class Counsel has conducted a thorough investigation of the facts in the Litigation and have diligently pursued an investigation of Class Members’ claims against Defendant. The parties have engaged in a substantial investigation in connection with the Litigation, including an informal exchange of a large volume of information, including confidential information, regarding the claims asserted in the Litigation, the defenses available to Defendant, and other relevant issues. Defendant has produced, and Class Counsel have reviewed and analyzed, relevant personnel and payroll information for Plaintiff and all Class Members, as well as

1 Defendant's policies and procedures as they relate to Plaintiff and the Class Members' employment  
2 with Defendant.

3 41. Mediation. On November 7, 2023, the Parties participated in an all-day mediation  
4 with mediator Steven G. Mehta. At the conclusion of the mediation, the Parties agreed to resolve  
5 the matter as stated herein and entered into a Memorandum of Understanding memorializing the  
6 settlement agreement.

7 42. No Admission of Liability. The Parties have entered into this Settlement in order  
8 to reduce the risks and costs of further litigation, and to avoid further business distractions.  
9 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the  
10 Litigation, including all allegations made in the First Amended Complaint filed in the Litigation.  
11 Defendant further contends that, for any purpose other than settlement, this Litigation is not  
12 appropriate for class treatment. Among other things, Defendant contends that it complied in good  
13 faith with California wage and hour laws and the California Business and Professions Code.

14 43. Inadmissibility of Agreement. Whether or not the Court fails to grant Final  
15 Approval of the Settlement, neither this Agreement, nor any of its terms, nor any document,  
16 statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof,  
17 shall in any event be: (i) construed as, offered or admitted in evidence as, received as, or deemed  
18 to be evidence for any purpose adverse to the Released Parties, including, but not limited to,  
19 evidence of a presumption, concession, indication or admission by any of the Released Parties of  
20 any liability, fault, wrongdoing, omission, concession or damage except for purposes of settling  
21 this Action or enforcing the Released Claims contained herein pursuant to the terms of this  
22 Agreement; (ii) disclosed, referred to or offered or received in evidence against any of the Released  
23 Parties in any further proceeding in the Litigation or any other civil, criminal or administrative  
24 action or proceeding except for purposes of settling this Litigation or enforcing the Released Claims  
25 contained herein pursuant to the terms of this Agreement; or (iii) used in any other way or for any  
26 other purpose except for purposes of settling this Litigation or enforcing the Released Claims  
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1 contained herein pursuant to the terms of this Agreement.

2 44. Fair, Reasonable, and Adequate Settlement. Based on the investigation summarized  
3 above, Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement  
4 is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts  
5 and circumstances, including the risk of significant delay, defenses asserted by Defendant,  
6 unresolved legal issues that could have a material impact on the outcome of the Litigation, and  
7 numerous potential appellate issues. The Parties recognize that the issues presented in the Litigation  
8 are likely only to be resolved after extensive and costly pretrial proceedings, including a dispute as  
9 to whether any of the claims asserted can be certified as a class action, and that further litigation  
10 will cause inconvenience, distraction, disruption, delay and expense disproportionate to the  
11 potential benefits of continued litigation. The Parties agree that they have taken into account the  
12 risk and uncertainty of the outcome inherent in any complex litigation of this nature.

### 13 **III. SETTLEMENT AMOUNT**

14 45. Consideration. Unless escalated pursuant to the terms of this Agreement, the Gross  
15 Settlement Amount that Defendant will be required to pay in connection with the Settlement is  
16 One-Hundred Eighty-Two Thousand and Five-Hundred Dollars and Zero Cents (\$182,500.00). The  
17 Gross Settlement Amount is inclusive of all payments to Class Members, the Class Counsel Fees  
18 and Costs Payment, the Class Representative's Service Payment, the Settlement Administration  
19 Fees, the LWDA Payment, the PAGA Payment, and each individual Class Member's share of  
20 Employee Payroll Taxes, and any other applicable withholdings required by law. It does not  
21 include Defendant's share of Employer Payroll Taxes.

22 **B. Tax Treatment of Payments to Participating Class Members.** Each Individual  
23 Settlement Payment shall be allocated as follows: 20% as wages (to be reported on an IRS Form  
24 W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). Each Individual  
25 PAGA Payment shall be allocated entirely as penalties. The Parties agree that the Employee Payroll  
26 Taxes with respect to the wage-portion of the Individual Settlement Payment will be withheld from  
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1 the Individual Settlement Payment. The amount of federal income tax withholding will be based  
2 upon a flat withholding rate for supplemental wage payments in accordance with Treasury  
3 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be  
4 made pursuant to applicable state and/or local withholding codes or regulations.

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

47. Uncashed Checks. This is a “non-reversionary” settlement. Under no circumstances will any of the settlement revert to Defendant. Participating Class Members will not have to make a claim in order to receive a distribution. Distributions, in the form of Individual Settlement Payments, will be made directly to each Participating Class Member and Individual PAGA Payments to each Aggrieved Employee. Any settlement checks remaining uncashed for more than 180 days after mailing shall be delivered to the California State Controller Unclaimed Property Division.

48. PAGA Penalty Allocation. From the Gross Settlement Amount, Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated as PAGA penalties. From this amount, seventy-five percent (75%), or \$15,000.00, shall be paid to the LWDA (*i.e.*, the LWDA Payment), and the remaining twenty-five percent (25%), or \$5,000.00, shall be distributed to Aggrieved Employees (*i.e.*, the PAGA Payment).

#### **IV. CLASS REPRESENTATIVE SERVICE PAYMENT**

49. As part of the Agreement, Defendant agrees not to oppose Plaintiff’s application to the Court for individual Class Representative Service Payments of Ten-Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff WILLIAM WATSON, who has served as a Class Representative, in addition to any payments he is otherwise entitled to as a Class Member and/or Aggrieved Employees, which is to be paid out of the Gross Settlement Amount.

50. Should the Court approve a lesser amount for the Class Representative Service Payment, the difference shall be added back to the Net Settlement Fund to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

51. The Settlement Administrator will issue to Plaintiff an IRS Form 1099 reflecting the Class Representative Service Payment paid to him.

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**V. ATTORNEYS' FEES AND COSTS**

52. As part of the Agreement, Defendant agrees not to oppose an application by Plaintiff to the Court for Class Counsel fees in the amount of up to one-third (33.33%) of the GSA (not to exceed \$60,833.33) plus actual attorneys' costs and expenses not to exceed Fifteen-Thousand Dollars and Zero Cents (\$15,000.00), upon proof provided to the Court.

53. Should the Court approve a lesser amount of Class Counsel fees and costs payment than what is sought by Class Counsel, the difference shall be added back to the Net Settlement Fund to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

54. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

**VI. CLASS MEMBER DISTRIBUTION FORMULA**

55. Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Workweeks during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Pay Periods worked by each Aggrieved Employee during the PAGA Period ("Aggrieved

Employee's Pay Periods"), as well as the aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period ("PAGA PAGA Pay Periods").

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

**C.** To determine each Participating Class Member's Individual Settlement Payment, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: Individual Settlement Payment = (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

**E.** To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's PAGA Pay Periods ÷ PAGA Pay Periods) x \$5,000.00 (the PAGA Payment).

**F.** A Settlement Class Member who is also an Aggrieved Employee who submits a valid Request for Exclusion will nevertheless be bound by the release of the PAGA Released Claims and will still receive their Individual PAGA Payment.

**G.** Participating Class Members' Individual Settlement Payments and Aggrieved Employees' Individual PAGA Payments shall be paid by way of check. In the event that a Participating Class Member is also an Aggrieved Employee, one check may be issued aggregating both amounts payable to the Participating Class Member/Aggrieved Employee.

56. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Litigation, including all allegations made in the Operative Complaint. Nothing in the allocation formulas in this section shall be deemed an admission that any Class Member has stronger or weaker claims than any other Class Member.

## VII. SETTLEMENT ADMINISTRATION

57. Settlement Administrator. The Parties have agreed to and will request that the Court appoint Phoenix Class Action as Settlement Administrator for this Settlement.

58. Class Counsel. The Parties stipulate and agree to propose to the Court that Brandon Brouillette, Zachary Crosner, and Jamie Serb of Crosner Legal, PC be appointed as Class Counsel to carry out the duties described in this Agreement.

59. Stipulation to Conditional Certification. The Parties stipulate, for settlement purposes only, that the Court may conditionally certify the Class, as defined in this Joint Stipulation, as an opt-out class (the “**Class Stipulation**”). More specifically, the Parties agree as part of the Joint Stipulation that, for settlement purposes only, the legal requirements for an opt-out class are satisfied. This conditional Class Stipulation is made solely for purposes of the Settlement. The Class Stipulation is in no way an admission that class action certification is proper, and neither this Joint Stipulation nor the Class Stipulation will be admissible in this or any other action or proceeding as evidence either that (i) the claims advanced in the Litigation, or any other class, collective, or representative action claims, should be certified, or that (ii) the Released Parties are liable to Plaintiff or Class Members.

60. Provision of Class Data to Settlement Administrator. Within ten (10) calendar days from the date of Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator each Class Member’s: (a) name; (b) last known address; (c) hire and termination dates during the Class Period, from which the Settlement Administrator may determine the total number of workweeks worked by Class Members during the Class Period and PAGA Period; and (d) Social Security Number (the “**Class Data**”). The Class Data shall be based on DEFENDANT’s payroll and available business records in a format acceptable to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members’ addresses against those on file with the U.S. Postal Service’s National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential and will not be used or disclosed to anyone,

except as required by applicable tax authorities and to Class Counsel upon their request, pursuant to Defendant's express written consent, or by order of the Court.

### **VIII. NOTICE AND CLASS MEMBER APPROVAL PROCESS**

61. Notice to Putative Class Members. Within seven (7) calendar days following the Settlement Administrator's receipt of the Class Data, the Notice of Proposed Settlement ("**Class Notice** or "**Notice**") shall be sent by the Settlement Administrator to the Class Members, by first class mail. The Class Notice will include, non-exclusively:

- a. Contact information for Class Counsel;
- b. The address for a website, maintained by the Settlement Administrator or Class Counsel, that has links to the notice, motions for approval and for attorneys' fees, and any other important documents in the case;
- c. Instructions on how to access the case docket online or in person at the court;
- d. The date of the final approval hearing and clearly state that the date may change without further notice to the class;
- e. An advisement to Class Members to check the settlement website or the Court's website to confirm that the hearing date has not been changed;
- f. Information regarding the nature of the Litigation, including a summary of the substance of the Settlement, the Class definitions, and the formula used in calculating the Individual Settlement Payments;
- g. Information about the ability to opt out of the Settlement and the process for doing so, and the Request for Exclusion Form;
- h. Information about the ability to object to the Settlement and the process for doing, and the Objection Form;
- i. The time period during which the Class Member worked during the Class Period; and

j. The Class Member's estimated Individual Settlement Share and Individual PAGA Payment, if any.

If the information listed on the Class Notice is disputed, the Class Member disputing the information may produce information to the Settlement Administrator through the dispute process described in Paragraph 66 below.

#### IX. APPROVAL PROCESS

62. Opt-In Not Required. Class Members are not required to submit any type of claim form in order to receive settlement payments from the Settlement Administrator. However, if a new address is obtained by way of a returned Notice, then the Settlement Administrator shall promptly forward the original Notice to the updated address via first-class regular U.S. Mail indicating on the original Notice the date of such re-mailing. Where a Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a "skiptrace" search to obtain an updated address. The Parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members where necessary. Notices will be re-mailed by the Settlement Administrator to any Class Member for whom an updated address is located.

63. Opt-Out. Class Members who request exclusion from the Settlement in accordance with the terms set forth in the Class Notice will be deemed timely only if postmarked on or before forty-five (45) calendar days following the date of initial mailing of the Notice by the Settlement Administrator, or, if the Class Notice was re-mailed to that Class Member, fifteen (15) calendar days after the remailing, whichever is later ("**Response Deadline**"). The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

64. Effect of Opt-Out. Class Members who validly and timely opt-out of the Class will not be entitled to any recovery under the Settlement, will not be bound by the Settlement, and will not have any right to object, appeal, or comment thereon, except that the opt-out provision shall not affect their release and participation in the PAGA Settlement if the Class Member is also an

1 Aggrieved Employee. Class Members who do not submit a valid and timely request for exclusion  
2 shall be bound by all the terms of this Agreement and any final judgment or order in this Litigation,  
3 and shall be deemed to have waived all unstated objections and opposition to the fairness,  
4 reasonableness, and adequacy of this Agreement. If 10% or more of the Class Members opt out,  
5 Defendant shall have the right to rescind this Stipulation and the parties' settlement in its sole and  
6 absolute discretion. However, in such an event, Defendant shall be solely responsible for payment  
7 of the Settlement Administrator's fees and costs in administration caused by way of this  
8 Agreement.

9 65. Opt-Out List. Upon expiration of the Response Deadline and at any time upon  
10 request, the Settlement Administrator shall provide counsel for the Parties with a complete list of  
11 all Class Members who have timely requested exclusion from the Class.

12 66. Disputes Regarding Class Data. If a Class Member disputes the number of  
13 workweeks listed on the Notice, the Class Member may produce evidence to the Settlement  
14 Administrator indicating the number of workweeks contended to have been worked in the Class  
15 Period and/or pay periods worked during the PAGA Period. Defendant's records will be presumed  
16 determinative, absent evidence to rebut their records, but the Settlement Administrator will evaluate  
17 the evidence submitted by the Class Member and provide the evidence submitted to the Parties and  
18 their counsel who agree to meet and confer in good faith about the evidence to determine the Class  
19 Member's actual number of workweeks worked in the Class Period and/or pay periods worked in  
20 the PAGA Period and estimated Individual Settlement Payment and/or Individual PAGA Payment.  
21 If the Parties and their counsel are unable to agree, they agree to submit the dispute to the Settlement  
22 Administrator to render a decision, subject to final review by the Court. Plaintiff shall lodge with  
23 the Court for in camera review with the final approval papers all disputes, all evidence submitted,  
24 and the resolution of the disputes. The deadline to dispute the number of workweeks or pay periods  
25 is the Response Deadline.

26 67. Objection to Settlement. Any Class Member who has not submitted a request for  
27  
28

1 exclusion may object to this Joint Stipulation, or any portion thereof, by filing a written objection  
2 with the Court or by appearing at the Final Approval Hearing in person or through counsel of their  
3 choice. Any written objection or supporting papers, if any, shall be mailed to the Settlement  
4 Administrator at the address that is set forth in the Class Notice, and the Settlement Administrator  
5 shall provide the objection to the Parties' counsel within three (3) calendar days of receipt.  
6 Moreover, the Settlement Administrator shall attach any written objections to their Declaration  
7 referenced above and Class Counsel shall file the same in conjunction with the Motion for Final  
8 Approval of the Settlement. To be timely, all objections must be postmarked by the Response  
9 Deadline. A written objection must contain the objecting person's full name, current address, and  
10 include all objections and the reasons therefore.. If a Class Member both opts out and objects to  
11 the Settlement, the opt-out shall control and the objection shall be deemed moot and thus overruled.

12 68. Appearance at Final Approval Hearing. If a Participating Class Member wishes to  
13 appear at the Final Approval Hearing and present his or her objection to the Court orally, he or she  
14 may do so whether or not he or she timely objected in writing by the Response Deadline. Any  
15 Participating Class Member who files an objection remains eligible to receive monetary  
16 compensation from the Settlement. The Parties shall not be responsible for any fees, costs, or  
17 expenses incurred by any Class Member and/or her counsel related to any objections to the  
18 Settlement and/or appeals arising therefrom.

19 69. Deadline for Cashing Settlement Checks; Delivery to State Controller's Office  
20 Unclaimed Property Division. Participating Class Members shall have 180 days from the date  
21 checks are mailed by the Settlement Administrator to cash the checks representing their Individual  
22 Settlement Payments and/or Individual PAGA Payments. If any such checks mailed remain  
23 uncashed after the expiration of this period, or an envelope mailed to a Participating Class Member  
24 is returned and no forwarding address can be located for that individual after reasonable efforts  
25 have been made, including a "skiptrace" of any returned checks to find a more current address,  
26 then any uncashed checks will be promptly delivered to the California State Controller Unclaimed  
27  
28

Property Division.

70. Effective Date of Settlement. The Settlement shall become effective when the Settlement is considered as “Final.” For purposes of this Agreement, “Final” means: (i) in the event that the Settlement has received final approval by the Court and there were no timely objections filed or presented, or that any timely objections have been withdrawn, then the date of the Court’s Order granting final approval of the Settlement; or, (ii) in the event that one or more timely objections has/have been filed or presented and not withdrawn at the time of final approval, then upon the passage of the applicable date for an objector to seek appellate review of the trial court’s order of final approval of the Settlement, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the court’s order of final approval has been filed, then when the applicable appellate court has rendered a final decision or opinion affirming the Superior Court’s final approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such Appeal has been either dismissed or withdrawn by the appellant.

**X. DELIVERY OF FUNDS TO SETTLEMENT ADMINISTRATOR**

71. Within twenty (20) business days after the Settlement is considered “Final” as described in Paragraph 70 above, Defendant shall make a one-time deposit of the Gross Settlement Amount (as defined in Paragraph 19) into a qualified settlement account to be established by the Settlement Administrator. The Settlement Administrator shall promptly calculate Defendant’s share of applicable Employer Payroll Taxes and notify Defendant of that amount, which shall be remitted by Defendant to the Settlement Administrator within fourteen (14) calendar days after the Settlement is considered “Final”, or as soon thereafter as reasonably practicable.

72. The Gross Settlement Amount shall be used to pay the following, in amounts finally approved by the Court:

- a. The Individual Settlement Payments and Individual PAGA Payments to all Participating Class Members and/or Aggrieved Employees, as

- 1                   calculated by the Settlement Administrator;
- 2           b.    The Class Representative Service Payment;
- 3           c.    The Settlement Administration Fees;
- 4           d.    The LWDA Payment; and,
- 5           e.    Class Counsel Fees and Costs.

6                                   **XI. DISTRIBUTION OF FUNDS**

7           73.    Within ten (10) calendar days after receipt of Defendant's payment of the Gross  
8   Settlement Amount to fund the Settlement as provided in this Agreement, the Settlement  
9   Administrator shall do the following:

- 10                   a.   Mail the Individual Settlement Payment and Individual PAGA Payment, if  
11                   applicable, to each Class Member's last-known address, as determined from  
12                   the Class Notice process;
- 13                   b.   Disburse, by such means as Class Counsel may direct, the amount of the Class  
14                   Representative Service Payments and Class Counsel Fees and Costs Payment;
- 15                   c.   Calculate, withhold, and remit to applicable governmental agencies each  
16                   employee's Employee Payroll Taxes, on the wage portion of the settlement  
17                   payments to Participating Class Members in accordance with this Agreement,  
18                   as well as remit the Employer Payroll Taxes on the wage portion of the  
19                   settlement to applicable government agencies;
- 20                   d.   Mail the LWDA Payment approved by the Court to the LWDA with the  
21                   cover letter provided by Class Counsel.
- 22                   e.   Disburse Settlement Administration Fees.

23                                   **XII. RELEASE OF CLAIMS**

24           74.    Participating Class Members' Release. The Parties desire to fully, finally, and  
25   forever settle, compromise, and discharge the Released Claims set forth in Paragraph 35(a).  
26   Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of  
27  
28

Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, each and every Participating Class Member, including PLAINTIFF, hereby release and discharge the Released Parties, and each of them, from the Class Released Claims, while, to the extent applicable by law, the State of California and Aggrieved Employees release and discharge the Released Parties from the PAGA Released Claims.

75. Scope of Class Members' Release. The Parties intend that the Settlement described in this Agreement will release, whether by lawsuit, administrative claim (to the extent permitted by law) or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members, any and all rights to obtain a recovery based on their assertion of the Released Claims, or any of them. The Class Members shall be so notified in the Class Notice to the Class. This paragraph does not apply to the Class Released Claims in connection with any Class Member who timely and validly opts out of the Settlement.

### **XIII. RETENTION OF JURISDICTION**

76. Jurisdiction. The Parties stipulate that the Court shall retain jurisdiction over any further disputes relating to this Agreement, the implementation of the Agreement, the interpretation of the Agreement or any of its terms, or further issues regarding the claims in the Litigation, until the Settlement Administrator and the Parties notify the Court that all issues have been resolved and the Settlement has been fully effectuated. The Parties shall endeavor to give such notice within 180 days from the Final Approval Order.

### **XIV. GENERAL PROVISIONS**

77. Appointment of Class Counsel. For purposes of this Joint Stipulation and subject to the Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the Class and the effectuation of the Settlement pursuant to this Joint Stipulation.

78. Class Workweeks. Defendant represents that there are a total of fifty-one (51) total Class Members in the Class, which includes sixteen (16) Aggrieved Employees covered by PAGA

1 during the PAGA Period. To the extent there is an increase of the Class Members beyond 60 total  
2 by the End Date, the GSA shall be increased by a pro rata amount per Class Member, or  
3 alternatively, and subject to Defendant's sole discretion, Defendant may decide to shorten the Class  
4 Period in order to exclude any such potential Class Member(s) from this settlement in lieu of  
5 increasing the GSA.

6 79. Settlement Administration Fees If Settlement Fails. If for any reason this Settlement  
7 is not approved and does not become "Final," any Settlement Administration Fees incurred as a  
8 result of administration of the failed Settlement shall be borne equally by the Parties, unless the  
9 Settlement Agreement is withdrawn from unilaterally by Defendant pursuant to Paragraphs 64  
10 and/or 82, in which event Defendant shall be solely responsible for payment of the Settlement  
11 Administrator's fees and costs arising by virtue of administration of this Settlement.

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

16 81. Interpretation. The Parties have had a full opportunity to negotiate the terms and  
17 conditions of this Agreement, with the assistance of a neutral mediator. Accordingly, the Parties  
18 expressly waive the common-law and statutory rule of construction that ambiguities should be  
19 construed against the drafter of an agreement. The Parties agree that the language in this Agreement  
20 shall not be construed in favor or against any Party. The Parties further agree, covenant, and  
21 represent that the language in all parts of this Agreement shall be in all cases construed as a whole,  
22 according to its fair meaning. Each term of this Agreement is contractual and not merely a recital.

23 82. Rescission. The Parties agree that if, at any time before the Effective Date, any  
24 material portion of the Released Claims or the consideration to be paid for the class action  
25 settlement or PAGA settlement is determined to be illegal, invalid, or unenforceable without  
26 material change thereto, then the Parties agree to meet and confer in order to attempt to resolve  
27  
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1 outstanding issue(s) and to seek the help of Mediator Steven G. Mehta to resolve any dispute they  
2 are unable to resolve informally. If the Parties cannot resolve such issue(s), this Agreement shall  
3 be rescindable at the option of either Party. The rescinding party must rescind by written notice  
4 filed with the Court and served on counsel for the opposing party within ten (10) calendar days  
5 after any order or written ruling that declares any such portion to be illegal, invalid, or  
6 unenforceable. However, the non-rescinding party shall have an opportunity to seek enforcement  
7 of the Settlement in such an event on the basis that the change by the Court is not material. Should  
8 rescission be unopposed or upheld by the Court, the rescinding party will be responsible for paying  
9 any Settlement Administration Fees incurred as a result of administration of the failed Settlement.

10 83. Effect If No Final Approval. If the Court denies final approval of the Settlement  
11 without indicating that it would approve the Settlement if non-material changes are made, then this  
12 Settlement shall become null and void. If the Settlement is voided through any of the mechanisms  
13 described herein, the Parties will have no further obligations under the Settlement, including any  
14 obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would  
15 have been owed under this Settlement.

16 84. Cooperation. The Parties agree to fully cooperate with each other to accomplish the  
17 terms of this Agreement, including but not limited to, executing such documents and to taking such  
18 action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall  
19 use their best efforts, including all efforts contemplated by this Agreement and any other efforts  
20 that may become necessary by order of the Court, or otherwise, to effectuate the terms of this  
21 Agreement. As soon as practical after execution of this Agreement, Class Counsel shall, with the  
22 assistance and cooperation of Defendant and its counsel, take all reasonable and necessary steps to  
23 secure the Court's final approval of this Agreement.

24 85. Dispute Resolution; Attorneys' Fees and Costs. Prior to instituting legal action to  
25 enforce the provisions of this Agreement or to declare rights and/or obligations under this  
26 Agreement, a party shall provide written notice to all parties and an opportunity to cure the alleged  
27  
28

1 deficiencies, and the Parties agree to seek the help of Mediator Steven G. Mehta to resolve any  
2 dispute they are unable to resolve informally. During this period, the Parties shall bear their own  
3 attorneys' fees and costs. If either of the Parties institute a legal action or other proceeding against  
4 any other party to enforce the provisions of this Agreement, move to enforce their rights in the  
5 Action, or to declare/enforce rights and/or obligations under this Agreement, the successful party  
6 shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs at the  
7 Court's discretion. This provision shall not apply to any legal action or other proceeding instituted  
8 by any person or entity other than the Parties.

9 86. Notice Requirements. Unless otherwise specifically provided herein, all notices,  
10 demands, or other communications given hereunder shall be in writing and shall be deemed to have  
11 been duly given as of the fifth business day after mailing by United States registered or certified  
12 mail, return receipt requested, or after the third calendar day after an e-mail is provided, addressed  
13 as follows:

14 To CLASS REPRESENTATIVE and the Class:

15 **CRONER LEGAL, PC.**  
16 Brandon Brouillette (SBN 273156)  
17 [bbrouillette@crosnerlegal.com](mailto:bbrouillette@crosnerlegal.com)  
18 Zachary M. Crosner (SBN 272295)  
19 zach@crosnerlegal.com  
20 Jamie Serb (SBN 289601)  
21 jamie@crosnerlegal.com  
22 CROSNER LEGAL, PC  
23 9440 Santa Monica Blvd., Suite 301  
24 Beverly Hills, CA 90210  
25 Tel: 1-866-276-7637  
26 Fax: (310) 510-6429

27 To DEFENDANT:

28 Rebecca Aragon, Bar No. 134496  
[raragon@littler.com](mailto:raragon@littler.com)  
LITTLER MENDELSON P.C.  
633 West 5th Street, 63rd Floor  
Los Angeles, California 90071

1 Tel: 213.443.4300; Fax: 213.443.4299

2 David S. Maoz, Bar No. 233857  
3 dmaoz@littler.com  
4 LITTLER MENDELSON P.C.  
5 2049 Century Park East, 5th Floor  
6 Los Angeles, California 90067.3107  
7 Tel: 310.553.0308; Fax: 310.553.5583

8 83. Entire Agreement. This Joint Stipulation constitutes the entire agreement between  
9 the Parties and their respective counsel relating to the Settlement, this Joint Stipulation, and the  
10 transactions contemplated thereby. All prior or contemporaneous agreements, understandings,  
11 representations, and statements, whether oral or written and whether by a Party or such Party's legal  
12 counsel, are merged herein. No rights hereunder may be waived except in writing.

13 84. Notice to Class Members. Counsel for the Parties agree that because the members of  
14 the Class are so numerous, it is impossible or impractical to have each member of the Class execute  
15 this Agreement. The Notice of Proposed Settlement, attached as **Exhibit A** hereto, will advise all  
16 Class Members of the binding nature of the release, and the release shall have the same force and  
17 effect as if this Agreement were executed by each member of the Class.

18 85. Warranty of No Prior Assignment. The Parties represent, covenant, and warrant that  
19 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
20 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,  
21 cause of action, or rights herein released and discharged.

22 86. No Modification by Extrinsic Evidence. With respect to the subject matter hereof,  
23 except this Agreement, the Parties acknowledge that no representations, statements, or promises  
24 made by the other party, or by their respective agents or attorneys, have been relied upon in entering  
25 into this Agreement. The Parties explicitly recognize California Civil Code section 1625 and  
26 California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be  
27 construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and  
28 agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict

1 the terms of this Agreement.

2 87. Modification in Writing. This Agreement may be modified or amended only if such  
3 modification or amendment is agreed to in writing and signed by the duly authorized representatives  
4 of the parties hereto, and approved by the Court which writing shall expressly state the intent of the  
5 parties to modify this Agreement.

6 88. Enforceability. If the Court finds any material provision of this Agreement to be  
7 unenforceable or invalid, then this Agreement shall become voidable. Notwithstanding any other  
8 provision of this Agreement, no distributions shall be required until Final Approval.

9 89. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit  
10 of the respective heirs, assigns, executors, administrators, successors, subsidiaries, divisions and  
11 affiliated corporations and partnerships, past and present, and trustees, directors, officers,  
12 shareholders, partners, agents and employees, past and present, of the Parties and the Released  
13 Parties.

14 90. Counterparts. This Agreement may be executed in counterparts and/or electronic  
15 and/or facsimile signatures, and when each party has signed and delivered at least one such  
16 counterpart, electronic and/or facsimile signature, each said signature shall be deemed an original,  
17 and, when taken together with other signed counterparts, shall constitute one Joint Stipulation,  
18 which shall be binding upon and effective as to all parties.

19 91. Governing Law. This Agreement shall be subject to, governed by, construed,  
20 enforced and administered in accordance with the laws of the State of California, both in its  
21 procedural and substantive aspects.

22 92. Notice of Judgment. The Settlement Administrator shall provide notice of the Final  
23 Judgment entered by posting the same on its website for a period of no less than one (1) year.

24 THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING  
25 AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED  
26 THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF  
27  
28

1 ITS CONSEQUENCES.

2 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s)  
3 indicated on the lines below.

4 Dated: November 19, 2024

William Watson, on behalf of himself and all  
5 others similarly situated

6  
7 By: William Watson  
8 William Watson

9 Dated: November \_\_, 2024

10 By: \_\_\_\_\_  
11 For: Notarize, Inc.  
12 By:  
13 Its:

14 APPROVED AS TO FORM:

15 Dated: November 19, 2024

CROSNER LEGAL, PC

16  
17 By:   
18 BRANDON BROUILLETTE  
19 ZACHARY CROSNER  
20 Attorneys for Plaintiff  
21 WILLIAM WATSON, the Putative Class,  
22 and the Aggrieved Employees

23 Dated: November \_\_, 2024

LITTLER MENDELSON, P.C.

24 By: \_\_\_\_\_  
25 REBECCA ARAGON  
26 DAVID S. MAOZ  
27 Attorneys for Defendant  
28 NOTARIZE, INC.

4883-8071-9509.1 / 112221-1010

1 ITS CONSEQUENCES.

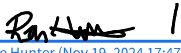
2 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s)  
3 indicated on the lines below.

4 Dated: November \_\_\_, 2024

William Watson, on behalf of himself and all  
5 others similarly situated

6  
7 By: \_\_\_\_\_  
William Watson

8  
9 Dated: November 19, 2024

10 By:  \_\_\_\_\_  
Renee Hunter (Nov 19, 2024 17:47 AST)  
11 For: Notarize, Inc.  
By: Renee Hunter  
12 Its: General Counsel

13 APPROVED AS TO FORM:

14  
15 Dated: November \_\_\_, 2024

CROSNER LEGAL, PC

16  
17 By: \_\_\_\_\_  
BRANDON BROUILLETTE  
ZACHARY CROSNER  
Attorneys for Plaintiff  
18 WILLIAM WATSON, the Putative Class,  
19 and the Aggrieved Employees

20  
21 Dated: November \_\_\_, 2024

LITTLER MENDELSON, P.C.

22  
23 By: \_\_\_\_\_  
REBECCA ARAGON  
DAVID S. MAOZ  
Attorneys for Defendant  
24 NOTARIZE, INC.

25 4883-8071-9509.1 / 112221-1010

1 ITS CONSEQUENCES.

2 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s)  
3 indicated on the lines below.

4 Dated: November \_\_\_, 2024

William Watson, on behalf of himself and all  
5 others similarly situated

6  
7 By: \_\_\_\_\_  
William Watson

8  
9 Dated: November \_\_\_, 2024

10 By: \_\_\_\_\_  
For: Notarize, Inc.  
11 By:  
12 Its:

13  
14 APPROVED AS TO FORM:

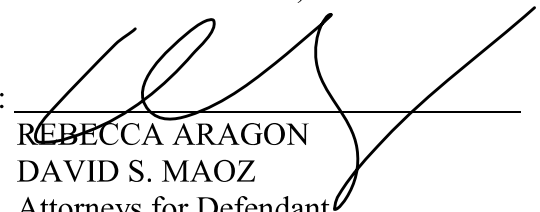
15 Dated: November \_\_\_, 2024

CROSNER LEGAL, PC

16  
17 By: \_\_\_\_\_  
BRANDON BROUILLETTE  
ZACHARY CROSNER  
Attorneys for Plaintiff  
18 WILLIAM WATSON, the Putative Class,  
19 and the Aggrieved Employees

20  
21 Dated: November 19, 2024

LITTLER MENDELSON, P.C.

22  
23 By:  \_\_\_\_\_  
REBECCA ARAGON  
24 DAVID S. MAOZ  
Attorneys for Defendant  
25 NOTARIZE, INC.

26  
27  
28 4883-8071-9509.1 / 112221-1010

**EXHIBIT**

**A**

## **COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**

(case name and number)

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Notarize, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiff William Watson ("Plaintiff"), a former employee of Defendant and seeks payment of back wages and penalties for a class of current and former non-exempt employees that worked for Defendant in California ("Class Members") at any time during the Class Period (March 3, 2019 to **Date of Preliminary Approval**); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California ("Aggrieved Employees") at any time during the PAGA Period (March 3, 2022 to **Date of Preliminary Approval**).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, your Individual Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**You Don't Have to Do Anything to Participate in the Settlement.** If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

**You Can Opt-Out of the Class Settlement but not the PAGA Settlement.** The Opt-out Deadline is **DATE**. If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

**You Cannot Opt-out of the PAGA Portion of the Proposed Settlement.** Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined below).

**Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.** Written objections must be submitted by **DATE**. All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

**You Can Participate in the Final Approval Hearing.** The Court's Final Approval Hearing is scheduled to take place on **DATE** at 2:00 p.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can

verbally object to the Settlement at the Final Approval Hearing even if you did not submit a written objection. See Section 8 of this Notice.

**You Can Challenge the Calculation of Your Workweeks/Pay Periods.** Written Challenges Must be Submitted by **DATE**. The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **DATE**. See Section 4 of this Notice.

### **1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition, and any other potential claims based on the foregoing facts and claims; and any other applicable provisions of state or federal law, including the applicable IWC wage order. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

### **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

The Court has made no determination whether Defendant violated any laws. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

**Defendant Will Pay One Eighty Two Thousand Five Hundred Dollars (\$182,500.00) as the Gross Settlement Amount (Gross Settlement).** Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 20 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. Any Judgment entered by the Court will be posted on the Administrator's website for at least 180 days, see Section 9 below for the website address.

**Court Approved Deductions from Gross Settlement.** At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to Sixty Thousand Eight Hundred Thirty Three Dollars and Thirty Three Cents (\$60,833.33) (one-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to Fifteen Thousand Dollars (\$15,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to Ten Thousand Dollars (\$10,000.00) to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class.
- Up to Five Thousand Five Hundred Dollars (\$5,000) to the Administrator for services administering the Settlement.
- Twenty Thousand Dollars (\$20,000.00) for PAGA Penalties, allocated 75% to the LWDA for the PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

**Net Settlement Distributed to Class Members.** After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.

**Taxes Owed on Payments to Class Members.** Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Settlement Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

**Need to Promptly Cash Payment Checks.** The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

**Requests for Exclusion from the Class Settlement (Opt-Outs).** You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The deadline to submit an opt out request will be extended by ten (10) calendar days, to **DATE**, if your Notice is remailed. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

**You cannot opt-out of the PAGA portion of the Settlement.** Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

**The Proposed Settlement Will be Void if the Court Denies Final Approval.** It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

**Administrator.** The Court has approved the appointment a neutral company, Phoenix Settlement Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

**Plaintiff's and the Participating Class Members' Release.** Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and the Participating Class Members will be

legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or successors and related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

All members of the Settlement Class, except those that make a valid and timely request to be excluded from the Class, waive, release, and discharge any and all claims against the Released Parties, of any of them, that were alleged in the Litigation or which could have reasonably been alleged based on the facts asserted in the Litigation. These claims include, but are not limited to: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition. **Aggrieved Employees' PAGA Release.** Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Action and resolved by this Settlement. You will be bound by this PAGA Release even if you do not cash your settlement check.

Plaintiff and all Aggrieved Employees will release any and all claims against the Released Parties, or any of them, for civil penalties under PAGA that were alleged in the Litigation or which could have reasonably been alleged based on the facts asserted in the Litigation and the PAGA Notice, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

**Individual Settlement Payments.** The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

**Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing twenty-five percent of the PAGA Penalties (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

**Workweek/Pay Period Challenges.** The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to

challenge the number of Workweeks and/or Pay Periods credited to you. The deadline to submit a challenge will be extended by ten (10) days, to **DATE**, if your Notice is re-mailed. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Although the settlement administrator may make the initial decision regarding disputes pertaining to the calculation of workweeks, the Court may review any decision made by the settlement administrator regarding a dispute pertaining to the calculation of workweeks.

## **5. HOW WILL I GET PAID?**

**Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.

**Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

You can exclude yourself from the Settlement, or "opt out," by sending the Administrator a written Request for Exclusion. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *William Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You may also use the Request for Exclusion Form included with this Notice. You must make the request yourself. If someone else makes the request for you, it will not be valid. You may send your request by mail to the Administrator. The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. The deadline to submit an opt out request will be extended by ten (10) days, to **DATE**, if your Notice is re-mailed. Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (**INSERT URL**) or the Court's website (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is **DATE**. The deadline to submit a written objection will be extended by ten (10) days, to **DATE**, if your Notice is re-mailed. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *William Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. You may also use the Objection Form included with this Notice. You may send your written objection by mail to the Administrator. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on **DATE** at 2:00 p.m. in Department CX-104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Civil Remote Hearings (<https://www.occourts.org/media-relations/aci.html>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Operative Complaint, PAGA Notice Letter, Settlement Agreement and any Amendments, the Class Notice, Orders Granting Preliminary and Final Approval, the Judgment, or any other Settlement documents is to go to Phoenix Class Action Administration Solutions' website at **INSERT URL**. You can also telephone or send an email to

Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No.: 2023-01310277, Year Filed: 2023.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

**Class Counsel:**

Zachary Crosner  
zach@crosnerlegal.com  
Jamie Serb  
jamie@crosnerlegal.com  
Brandon Brouillette  
brandon@crosnerlegal.com  
9440 Santa Monica Blvd., Suite 301  
Beverly Hills, CA 90210  
Tel.: 1-866-CROSNER

**Settlement Administrator:**

Name of Administrator:  
Email Address:  
Mailing Address:  
Telephone:

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**EXHIBIT**

**B**

# REQUEST FOR EXCLUSION FORM

*William Watson v. Notarize, Inc.*

Orange County Superior Court Case No. 30-2023-01310277-CU-OE-CXC

**AS EXPLAINED IN MORE DETAIL IN THE NOTICE ACCOMPANYING THIS FORM, YOU HAVE THE RIGHT TO EXCLUDE YOURSELF FROM THE PROPOSED CLASS ACTION SETTLEMENT DESCRIBED IN THE NOTICE.**

If you do not want to be included in the Settlement, and do not want to receive a settlement payment, you must complete this form and return it to the address below, postmarked no later than [response deadline]:

Watson v. Notarize, Inc. Settlement Administration  
c/o Settlement Administrator  
[Settlement Administrator address]

I wish to be excluded from the class and I do not want to participate in the proposed settlement. I understand this means that I will not be bound by the settlement and will not receive any payment from the settlement, but I will retain whatever rights I may have, if any, to pursue a claim against Notarize, Inc. with respect to the claims raised in the lawsuit referenced above.

**NOTE:** If you request exclusion from the Settlement and are also an Aggrieved Employee, you will still receive your proportionate payment of the PAGA Settlement.

Your Name: \_\_\_\_\_

Your Address: \_\_\_\_\_

Your Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_  
(signature)

**EXHIBIT**

**C**

# OBJECTION FORM

*William Watson v. Notarize, Inc.*

Orange County Superior Court Case No. 30-2023-01310277-CU-OE-CXC

**USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE CLASS ACTION SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE.**

To Object to any part of the proposed Class Action Settlement you may complete this form and return it to the address below, postmarked no later than [response deadline]:

Watson v. Notarize, Inc. Settlement Administration  
c/o Settlement Administrator  
[Settlement Administrator address]

The Court will consider your objection at the Final Approval Hearing described in the accompanying Notice if you submit a timely written statement of objection. You may also appear at the Final Approval Hearing, either by yourself or with your own attorney, and make an oral objection to the proposed Class Action Settlement whether you submit this Form or not.

I OBJECT to the *Williams v Notarize, Inc.* Class Action Settlement for the following reasons:

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*[You may attached additional pages or materials as necessary]*

Your Name: \_\_\_\_\_

Your Address: \_\_\_\_\_

Your Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(signature)

# **EXHIBIT**

**2**

1 Brandon Brouillette (SBN 273156)  
2 [bbrouillette@crosnerlegal.com](mailto:bbrouillette@crosnerlegal.com)  
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8 9440 Santa Monica Blvd., Suite 301  
9 Beverly Hills, CA 90210  
10 Tel: 1-866-276-7637; Fax: (310) 510-6429

11 *Attorneys for Plaintiff William Watson, the Putative Class,*  
12 *and the aggrieved employees*

13 Rebecca Aragon, Bar No. 134496  
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15 David S. Maoz, Bar No. 233857  
16 [dmaoz@littler.com](mailto:dmaoz@littler.com)  
17 **LITTLER MENDELSON P.C.**  
18 633 West 5th Street, 63rd Floor  
19 Los Angeles, California 90071  
20 Tel: 213.443.4300; Fax: 213.443.4299

21 *Attorneys Defendant Notarize, Inc.*

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
23 **COUNTY OF ORANGE**

24 WILLIAM WATSON, as an individual  
25 on behalf of himself and on behalf of all  
26 others similarly situated,

27 Plaintiff,

28 v.

NOTARIZE, INC., a Delaware corporation;  
and DOES 1-100, inclusive,

Defendants.

Case No. 30-2023-01310277-CU-OE-CXC

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

ASSIGNED FOR ALL PURPOSES TO  
JUDGE MELISSA R. McCORMICK,  
DEPT. CX104

FAC Filed: March 3, 2023  
Trial Date: None Set

1 This Joint Stipulation for Class Action Settlement and Release of Claims is made and entered  
2 into by and between Plaintiff WILLIAM WATSON ("Plaintiff"), individually and on behalf of the  
3 alleged putative class of all other similarly situated individuals, on the one hand, and Defendant  
4 NOTARIZE, INC. ("Defendant"), on the other hand, to resolve the class and representative action  
5 wage and hour disputes that led to the above-captioned lawsuit.

6 THE PARTIES STIPULATE AND AGREE as follows:

7 **I.DEFINITIONS**

8 1. "Aggrieved Employees" shall mean and refer to all Class Members who are  
9 currently or were formerly employed by Defendant at any location in California during the PAGA  
10 Period.

11 2. "Agreement," "Stipulation," "Settlement" and "Joint Stipulation" all mean this  
12 document.

13 3. "Class Counsel" shall mean Brandon Brouillette, Zachary Crosner, and Jamie Serb  
14 of Crosner Legal, PC.

15 4. "Class Counsel Fees and Costs Payment" means the amount of attorneys' fees and  
16 costs awarded by the Court pursuant to the terms of this Agreement.

17 5. "Class Member" shall mean a member of the Class.

18 6. "Class" shall mean all persons currently or formerly employed by Defendant, either  
19 directly or through any affiliate, staffing agency, or professional employer organization, as non-  
20 exempt, hourly paid employees working in the State of California during the Class Period.

21 7. "Class Period" means the time period from March 3, 2019 and ending on the End  
22 Date.

23 8. "Class Representative" means Plaintiff William Watson.

24 8.9. "Class Representative Service Payment" means the payments to Class  
25 Representative William Watson described in Section IV of this Agreement.

26 9.10. "Court" means the Superior Court of California for the County of Orange.  
27  
28

1 ~~10.11.~~ **“Court’s Final Order and Judgment”** means the Final Order Approving Class  
2 Action Settlement and Judgment in a form to be agreed upon by the Parties and as approved by the  
3 Court.

4 ~~11.12.~~ **“Defendant”** shall mean NOTARIZE, INC. dba PROOF.COM.

5 ~~12.13.~~ **“Defendant’s Counsel”** shall mean Rebecca Aragon and David S. Maoz of Littler  
6 Mendelson.

7 ~~13.14.~~ **“Effective Date”** shall have the meaning ascribed to it in Paragraph ~~7069~~ below.

8 ~~14.15.~~ **“Employee Payroll Taxes”** means the employee portion of all applicable tax  
9 withholdings including, but not limited to, FICA, FUTA, and other employment related taxes and  
10 withholding of federal, state, and local income taxes.

11 ~~15.16.~~ **“Employer Payroll Taxes”** means the employer’s share of FICA, FUTA, and all  
12 other local, state, and federal payroll taxes and deductions related to the Individual Settlement  
13 Payments.

14 ~~16.17.~~ **“End Date”** means the date upon which preliminary approval is granted and entered  
15 by the Court.

16 ~~17.18.~~ **“Final Approval Hearing”** means the hearing at which the Court shall consider,  
17 without limitation, any timely objections to the Settlement from Class Members, testimony from  
18 the Parties or their counsel, declarations regarding the settlement process from the Settlement  
19 Administrator, and otherwise make a final determination regarding the fairness of the Settlement  
20 described herein.

21 ~~18.19.~~ **“Gross Settlement Amount”** means One-Hundred Eighty-Two Thousand Five-  
22 Hundred Dollars and No Cents (\$182,500.00), payable by Defendant as provided by this  
23 Agreement and as ordered by the Court. The Gross Settlement Amount is inclusive of the following  
24 deductions: all payments to Class Members, the Class Counsel Fees and Costs Payment, the Class  
25 Representative’s Service Payment, the Settlement Administration Fees, and the LWDA Payment.

26 ~~19.20.~~ **“Individual PAGA Payment”** means the payment to be made to Aggrieved  
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Employees from the PAGA Payment.

20-21. **“Individual Settlement Payment”** means the payment to be made to Participating Class Members from the Net Settlement Fund, pursuant to the terms of this Agreement.

21-22. **“Individual Settlement Share”** means the gross amount of the Net Settlement Amount that a Class Member is eligible to receive based on the number of Workweeks that he or she worked as a Class Member during the Class Period if he or she does not submit a timely and valid Request for Exclusion.

22-23. **“Litigation”** means the lawsuit entitled *Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC.

**A. “LWDA Payment”** means the payment to the LWDA for its seventy-five percent (75%) share of the total amount allocated toward penalties under the PAGA all of which is to be paid from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties, of which Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five Thousand Dollars and Zero Cents (\$5,000.00) will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked in the PAGA Period, as further set out herein.

23-24. **“Net Settlement Fund”** means the remainder of the Gross Settlement Fund after making the deductions described in Paragraph 198. The Net Settlement Fund shall be allocated among the Participating Class Members and Aggrieved Employees according to the formula and other terms described in Section VI of this Agreement.

24-25. **“Non-Participating Class Member”** means a putative Class Member who submits a timely and valid request to opt-out of the Settlement.

25-26. **“Notice of Proposed Settlement”** means the Notice of Settlement of Class Action in the form attached hereto as **Exhibit A**, the Request for Exclusion Form in the form attached hereto as **Exhibit B**, and the Objection Form in the form attached hereto as **Exhibit C**, and as approved by the Court.

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1 26-27. **“Operative Complaint”** means the First Amended Complaint on file in the  
2 Litigation.

3 27-28. **“Participating Class Member”** means a Class Member who does not timely and  
4 validly opt out of the Settlement.

5 28-29. **“PAGA”** means the California Labor Code Private Attorneys General Act,  
6 California Labor Code §§ 2698, *et seq.*

7 29-30. **“PAGA Payment”** means the Five Thousand Dollar (\$5,000.00) payment payable  
8 to Aggrieved Employees, which would be in addition to their Individual Settlement Share so long  
9 as they do not opt out of the Settlement.

10 30-31. **“PAGA Period”** means the time period from March 3, 2022 through the End Date.

11 31-32. **“Parties”** shall refer collectively to Plaintiff and Defendant, each of whom is a  
12 “Party.”

13 32-33. **“Preliminary Approval of the Settlement”** means the Court’s preliminary  
14 approval of the Settlement.

15 33-34. **“Released Parties”** collectively means: (a) Defendant; (b) Defendant’s respective  
16 past, present, and future parents, subsidiaries, affiliates, divisions, fiduciaries, predecessors,  
17 successors, and assigns; and (c) the past, present, and future shareholders, directors, owners,  
18 officers, directors, agents, representatives, employees, attorneys, assigns, insurers, re-insurers and  
19 the predecessors, successors, and assigns of any of the foregoing.

20 34-35. **“Released Claims”** means the following:

- 21 a. **Release as to All Participating Class Members.** Effective only upon the entry  
22 of an Order granting Final Approval of the Settlement, entry of Judgment, and  
23 payment by Defendant to the Settlement Administrator of the full Gross  
24 Settlement Amount and Employers’ Taxes necessary to effectuate the  
25 Settlement, CLASS REPRESENTATIVE and all members of the Settlement  
26 Class, except those that make a valid and timely request to be excluded from the  
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1 Class, waive, release, and discharge any and all claims against ~~DEFENDANT,~~  
2 ~~their respective past, present, and future parents, subsidiaries, affiliates,~~  
3 ~~predecessors or successors in interest, or the officers, directors, shareholders,~~  
4 ~~employees, attorneys, agents, assigns, insurers, re-insurers, the Released Parties,~~  
5 of any of them, that were alleged in the Litigation or which could have reasonably  
6 been alleged based on the facts asserted in the Litigation. These claims include,  
7 but are not limited to: (1) recovery of unpaid minimum wages and liquidated  
8 damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal  
9 periods of compensation in lieu thereof; (4) failure to provide rest periods or  
10 compensation in lieu thereof; (5) failure to furnish accurate itemized wage  
11 statements; (6) failure to timely pay all wages due upon separation of  
12 employment; (7) failure to reimburse business expenses; and, (8) unfair  
13 competition, ~~and any other potential claims based on the foregoing facts and~~  
14 ~~claims; and any other applicable provisions of state or federal law, including the~~  
15 ~~applicable IWC wage order.~~ (“Class Released Claims”). As to the PAGA claims,  
16 only those Class Members who worked during the ~~time period between March~~  
17 ~~3, 2022 and the End Date~~ (“PAGA Period”) will release any and all claims  
18 against the Released Parties, or any of them, for civil penalties under PAGA that  
19 were alleged in the Litigation or which could have reasonably been alleged based  
20 on the facts asserted in the Litigation and the PAGA Notice., and only for the  
21 claims that were pled in the action and were alleged in the PAGA Notice, or that  
22 could have been plead based on the facts alleged in the Litigation and were also  
23 alleged in the PAGA Notice (“PAGA Released Claims” and, collectively with  
24 Class Released Claims, “Released Claims”).

- 25 b. **General Release by Named Plaintiff Only.** In addition to the release made in  
26 Paragraph 3~~5~~43(a), Plaintiff makes the additional following general release of  
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1 all claims, known or unknown. Upon the date that the settlement is considered  
2 final as defined in Paragraph 7069, Plaintiff releases ~~Defendant and the~~  
3 ~~Released Parties, and each of their respective past, present, and future parents,~~  
4 ~~subsidiaries, affiliates, predecessors or successors in interest, officers,~~  
5 ~~directors, shareholders, employees, attorneys, agents, assigns, insurers, and re-~~  
6 ~~insurers, or~~ of any of them, from all claims, demands, rights, liabilities and  
7 causes of action of every nature and description whatsoever, known or  
8 unknown, asserted or that might have been asserted, whether in tort, contract,  
9 or for violation of any state or federal statute, rule or regulation arising out of,  
10 relating to, or in connection with any act or omission by or on the part of each  
11 of the Defendant.

12 35.36. “**Settlement**” means the Parties’ agreement to settle the Litigation on the terms  
13 described in this Agreement.

14 36.37. “**Settlement Administrator**” means the third-party administration firm selected by  
15 the Parties and approved by the Court. The Parties have agreed to propose Phoenix Class Action  
16 as the Settlement Administrator for the Court’s consideration and approval.

17 37.38. “**Settlement Administration Fees**” means the amount of fees and costs incurred by  
18 the Settlement Administrator awarded by the Court pursuant to the terms of this Agreement.

## 19 **II. THE LITIGATION**

20 38.39. **Procedural History.** On March 3, 2023, Plaintiff filed the Class Action Complaint  
21 that included causes of action for: (1) recovery of unpaid minimum wages and liquidated damages;  
22 (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu  
23 thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish  
24 accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of  
25 employment; (7) failure to reimburse business expenses; and, (8) unfair competition. Defendant  
26 filed an Answer generally and specifically denying the material allegations of the Complaint and  
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1 setting forth numerous affirmative defenses thereto. On August 25, 2023, Plaintiff filed a First  
2 Amended Complaint containing the same causes of action as the original Complaint and adding an  
3 additional claim for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code  
4 sections 2698, *et seq.* Defendant filed an answer generally and specifically denying the material  
5 allegations in the Complaint and setting forth numerous affirmative defenses thereto.

6 39-40. Investigation and Discovery. Class Counsel has conducted a thorough investigation  
7 of the facts in the Litigation and have diligently pursued an investigation of Class Members’ claims  
8 against Defendant. The parties have engaged in a substantial investigation in connection with the  
9 Litigation, including an informal exchange of a large volume of information, including confidential  
10 information, regarding the claims asserted in the Litigation, the defenses available to Defendant,  
11 and other relevant issues. Defendant has produced, and Class Counsel have reviewed and analyzed,  
12 relevant personnel and payroll information for Plaintiff and all Class Members, as well as  
13 Defendant’s policies and procedures as they relate to Plaintiff and the Class Members’ employment  
14 with Defendant.

15 40-41. Mediation. On November 7, 2023, the Parties participated in an all-day mediation  
16 with mediator Steven G. Mehta. At the conclusion of the mediation, the Parties agreed to resolve  
17 the matter as stated herein and entered into a Memorandum of Understanding memorializing the  
18 settlement agreement.

19 41-42. No Admission of Liability. The Parties have entered into this Settlement in order  
20 to reduce the risks and costs of further litigation, and to avoid further business distractions.  
21 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the  
22 Litigation, including all allegations made in the First Amended Complaint filed in the Litigation.  
23 Defendant further contends that, for any purpose other than settlement, this Litigation is not  
24 appropriate for class treatment. Among other things, Defendant contends that it complied in good  
25 faith with California wage and hour laws and the California Business and Professions Code.

26 42-43. Inadmissibility of Agreement. Whether or not the Court fails to grant Final  
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1 Approval of the Settlement, neither this Agreement, nor any of its terms, nor any document,  
2 statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof,  
3 shall in any event be: (i) construed as, offered or admitted in evidence as, received as, or deemed  
4 to be evidence for any purpose adverse to the Released Parties, including, but not limited to,  
5 evidence of a presumption, concession, indication or admission by any of the Released Parties of  
6 any liability, fault, wrongdoing, omission, concession or damage except for purposes of settling  
7 this Action or enforcing the Released Claims contained herein pursuant to the terms of this  
8 Agreement; (ii) disclosed, referred to or offered or received in evidence against any of the Released  
9 Parties in any further proceeding in the Litigation or any other civil, criminal or administrative  
10 action or proceeding except for purposes of settling this Litigation or enforcing the Released Claims  
11 contained herein pursuant to the terms of this Agreement; or (iii) used in any other way or for any  
12 other purpose except for purposes of settling this Litigation or enforcing the Released Claims  
13 contained herein pursuant to the terms of this Agreement.

14 43.44. Fair, Reasonable, and Adequate Settlement. Based on the investigation summarized  
15 above, Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement  
16 is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts  
17 and circumstances, including the risk of significant delay, defenses asserted by Defendant,  
18 unresolved legal issues that could have a material impact on the outcome of the Litigation, and  
19 numerous potential appellate issues. The Parties recognize that the issues presented in the Litigation  
20 are likely only to be resolved after extensive and costly pretrial proceedings, including a dispute as  
21 to whether any of the claims asserted can be certified as a class action, and that further litigation  
22 will cause inconvenience, distraction, disruption, delay and expense disproportionate to the  
23 potential benefits of continued litigation. The Parties agree that they have taken into account the  
24 risk and uncertainty of the outcome inherent in any complex litigation of this nature.

### 25 **III.SETTLEMENT AMOUNT**

26 44.45. Consideration. Unless escalated pursuant to the terms of this Agreement, the Gross  
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1 Settlement Amount that Defendant will be required to pay in connection with the Settlement is  
2 One-Hundred Eighty-Two Thousand and Five-Hundred Dollars and Zero Cents (\$182,500.00). The  
3 Gross Settlement Amount is inclusive of all payments to Class Members, the Class Counsel Fees  
4 and Costs Payment, the Class Representative's Service Payment, the Settlement Administration  
5 Fees, the LWDA Payment, the PAGA Payment, and each individual Class Member's share of  
6 Employee Payroll Taxes, and any other applicable withholdings required by law. It does not  
7 include Defendant's share of Employer Payroll Taxes.

8 **B. Tax Treatment of Payments to Participating Class Members.** Each Individual  
9 Settlement Payment shall be allocated as follows: 20% as wages (to be reported on an IRS Form  
10 W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). Each Individual  
11 PAGA Payment shall be allocated entirely as penalties. The Parties agree that the Employee Payroll  
12 Taxes with respect to the wage-portion of the Individual Settlement Payment will be withheld from  
13 the Individual Settlement Payment. The amount of federal income tax withholding will be based  
14 upon a flat withholding rate for supplemental wage payments in accordance with Treasury  
15 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be  
16 made pursuant to applicable state and/or local withholding codes or regulations.

17 45-46. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR  
18 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
19 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER  
20 PARTY") ACKNOWLEDGES AND AGREES THAT (i) NO PROVISION OF THIS  
21 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
22 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
23 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE  
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
25 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR  
26 PART 10, AS AMENDED); (ii) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
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1 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX  
2 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS  
3 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
4 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO  
5 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
6 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY  
7 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
8 ACKNOWLEDGING PARTY; AND (iii) NO ATTORNEY OR ADVISER TO ANY OTHER  
9 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
10 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF  
11 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
12 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
13 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
14 AGREEMENT.

15 46-47. Uncashed Checks. This is a "non-reversionary" settlement. Under no circumstances  
16 will any of the settlement revert to Defendant. Participating Class Members will not have to make  
17 a claim in order to receive a distribution. Distributions, in the form of Individual Settlement  
18 Payments, will be made directly to each Participating Class Member and Individual PAGA  
19 Payments to each Aggrieved Employee. Any settlement checks remaining uncashed for more than  
20 180 days after mailing shall be delivered to the California State Controller Unclaimed Property  
21 Division.

22 47-48. PAGA Penalty Allocation. From the Gross Settlement Amount, Twenty Thousand  
23 Dollars and Zero Cents (\$20,000.00) shall be allocated as PAGA penalties. From this amount,  
24 seventy-five percent (75%), or \$15,000.00, shall be paid to the LWDA (*i.e.*, the LWDA Payment),  
25 and the remaining twenty-five percent (25%), or \$5,000.00, shall be distributed to Aggrieved  
26 Employees (*i.e.*, the PAGA Payment).

1 **IV. CLASS REPRESENTATIVE SERVICE PAYMENT**

2 ~~48-49.~~ As part of the Agreement, Defendant agrees not to oppose Plaintiff's application to  
3 the Court for individual Class Representative Service Payments of Ten-Thousand Dollars and Zero  
4 Cents (\$10,000.00) to Plaintiff WILLIAM WATSON, who has served as a Class Representative,  
5 in addition to any payments he is otherwise entitled to as a Class Member and/or Aggrieved  
6 Employees, which is to be paid out of the Gross Settlement Amount.

7 ~~49-50.~~ Should the Court approve a lesser amount for the Class Representative Service  
8 Payment, the difference shall be added back to the Net Settlement Fund to be distributed to the  
9 Participating Class Members. Any Court order awarding less than the amount sought by Class  
10 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

11 ~~50-51.~~ The Settlement Administrator will issue to Plaintiff an IRS Form 1099 reflecting  
12 the Class Representative Service Payment paid to him.

13 **V. ATTORNEYS' FEES AND COSTS**

14 ~~51-52.~~ As part of the Agreement, Defendant agrees not to oppose an application by Plaintiff  
15 to the Court for Class Counsel fees in the amount of up to one-third (33.33%) of the GSA (not to  
16 exceed \$60,833.33) plus actual attorneys' costs and expenses not to exceed Fifteen-Thousand  
17 Dollars and Zero Cents (\$15,000.00), upon proof provided to the Court.

18 ~~52-53.~~ Should the Court approve a lesser amount of Class Counsel fees and costs payment  
19 than what is sought by Class Counsel, the difference shall be added back to the Net Settlement  
20 Fund to be distributed to the Participating Class Members. Any Court order awarding less than the  
21 amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or  
22 otherwise void the Settlement.

23 ~~53-54.~~ The Settlement Administrator shall issue to Class Counsel an IRS Form 1099  
24 reflecting the amount of attorneys' fees and costs awarded by the Court.

25 **VI. CLASS MEMBER DISTRIBUTION FORMULA**

26 ~~54-55.~~ Individual Settlement Payments will be calculated and distributed to Participating  
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1 Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating  
2 Class Members' respective number of Workweeks during the Class Period. Individual PAGA  
3 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from  
4 the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of  
5 Workweeks during the PAGA Period. Specific calculations of the Individual Settlement Shares  
6 and Individual PAGA Payments to Aggrieved Employees will be made as follows:

7       A. The Settlement Administrator will determine the total number of Workweeks  
8 worked by each Class Member during the Class Period ("Class Member's Workweeks"), as well  
9 as the aggregate number of Workweeks worked by all Class Members during the Class Period  
10 ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number  
11 of WorkweeksPay Periods worked by each Aggrieved Employee during the PAGA Period  
12 ("Aggrieved Employee's WorkweeksPay Periods"), as well as the aggregate number of  
13 WorkweeksPay Periods worked by all Aggrieved Employees during the PAGA Period ("PAGA  
14 WorkweeksPAGA Pay Periods").

15       B. To determine each Class Member's Individual Settlement Share, the Settlement  
16 Administrator will use the following formula: Individual Settlement Share = (Settlement Class  
17 Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

18       C. To determine each Participating Class Member's Individual Settlement Payment,  
19 the Settlement Administrator will determine the aggregate number of Workweeks worked by all  
20 Participating Class Members during the Class Period ("Participating Class Workweeks") and use  
21 the following formula: Individual Settlement Payment = (Participating Class Member's  
22 Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

23       E. To determine each Aggrieved Employee's Individual PAGA Payment, the  
24 Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA  
25 Payment = (Aggrieved Employee's WorkweeksPAGA Pay Periods ÷ PAGA WorkweeksPay  
26 Periods) x \$5,000.00 (the PAGA Payment).

1           **F.**     A Settlement Class Member who is also an Aggrieved Employee who submits a  
2 valid Request for Exclusion will nevertheless be bound by the release of the PAGA Released  
3 Claims and will still receive their Individual PAGA Payment.

4           **G.**     Participating Class Members' Individual Settlement Payments and Aggrieved  
5 Employees' Individual PAGA Payments shall be paid by way of check. In the event that a  
6 Participating Class Member is also an Aggrieved Employee, one check may be issued aggregating  
7 both amounts payable to the Participating Class Member/Aggrieved Employee.

8           ~~55-56.~~ Defendant denies any liability or wrongdoing of any kind associated with the claims  
9 alleged in the Litigation, including all allegations made in the Operative Complaint. Nothing in the  
10 allocation formulas in this section shall be deemed an admission that any Class Member has  
11 stronger or weaker claims than any other Class Member.

12                               **VII. SETTLEMENT ADMINISTRATION**

13           ~~56-57.~~ Settlement Administrator. The Parties have agreed to and will request that the Court  
14 appoint Phoenix Class Action as Settlement Administrator for this Settlement.

15           ~~57-58.~~ Class Counsel. The Parties stipulate and agree to propose to the Court that Brandon  
16 Brouillette, Zachary Crosner, and Jamie Serb of Crosner Legal, PC be appointed as Class Counsel  
17 to carry out the duties described in this Agreement.

18           ~~58-59.~~ Stipulation to Conditional Certification. The Parties stipulate, for settlement  
19 purposes only, that the Court may conditionally certify the Class, as defined in this Joint  
20 Stipulation, as an opt-out class (the "**Class Stipulation**"). More specifically, the Parties agree as  
21 part of the Joint Stipulation that, for settlement purposes only, the legal requirements for an opt-  
22 out class are satisfied. This conditional Class Stipulation is made solely for purposes of the  
23 Settlement. The Class Stipulation is in no way an admission that class action certification is proper,  
24 and neither this Joint Stipulation nor the Class Stipulation will be admissible in this or any other  
25 action or proceeding as evidence either that (i) the claims advanced in the Litigation, or any other  
26 class, collective, or representative action claims, should be certified, or that (ii) the Released Parties  
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1 are liable to Plaintiff or Class Members.

2 ~~59-60.~~ Provision of Class Data to Settlement Administrator. Within ten (10) calendar days  
3 from the date of Preliminary Approval of the Settlement, Defendant will provide to the Settlement  
4 Administrator each Class Member's: (a) name; (b) last known address; (c) hire and termination  
5 dates during the Class Period, from which the Settlement Administrator may determine the total  
6 number of workweeks worked by Class Members during the Class Period and PAGA Period; and  
7 (d) Social Security Number (the "**Class Data**"). The Class Data shall be based on DEFENDANT's  
8 payroll and available business records in a format acceptable to the Settlement Administrator. The  
9 Settlement Administrator will run a check of the Class Members' addresses against those on file  
10 with the U.S. Postal Service's National Change of Address List. The Class Data provided to the  
11 Settlement Administrator will remain confidential and will not be used or disclosed to anyone,  
12 except as required by applicable tax authorities and to Class Counsel upon their request, pursuant  
13 to Defendant's express written consent, or by order of the Court.

14 **VIII. NOTICE AND CLASS MEMBER APPROVAL PROCESS**

15 ~~60-61.~~ Notice to Putative Class Members. Within seven (7) calendar days following the  
16 Settlement Administrator's receipt of the Class Data, the Notice of Proposed Settlement ("**Class**  
17 **Notice** or "**Notice**") shall be sent by the Settlement Administrator to the Class Members, by first  
18 class mail. The Class Notice will include, non-exclusively:

- 19 a. Contact information for Class Counsel;
- 20 b. The address for a website, maintained by the Settlement Administrator  
21 or Class Counsel, that has links to the notice, motions for approval and  
22 for attorneys' fees, and any other important documents in the case;
- 23 c. Instructions on how to access the case docket online or in person at the  
24 court;
- 25 d. The date of the final approval hearing and clearly state that the date may  
26 change without further notice to the class;
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- e. An advisement to Class Members to check the settlement website or the Court’s website to confirm that the hearing date has not been changed;
- f. Information regarding the nature of the Litigation, including a summary of the substance of the Settlement, the Class definitions, and the formula used in calculating the Individual Settlement Payments;
- g. Information about the ability to opt out of the Settlement and the process for doing so, [and the Request for Exclusion Form](#);
- h. Information about the ability to object to the Settlement and the process for doing, [and the Objection Form](#);
- i. The time period during which the Class Member worked during the Class Period; and
- j. The Class Member’s estimated Individual Settlement Share and Individual PAGA Payment, if any.

If the information listed on the Class Notice is disputed, the Class Member disputing the information may produce information to the Settlement Administrator through the dispute process described in Paragraph 665 below.

#### **IX. APPROVAL PROCESS**

~~61-62.~~ **Opt-In Not Required.** Class Members are not required to submit any type of claim form in order to receive settlement payments from the Settlement Administrator. However, if a new address is obtained by way of a returned Notice, then the Settlement Administrator shall promptly forward the original Notice to the updated address *via* first-class regular U.S. Mail indicating on the original Notice the date of such re-mailing. Where a Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a “skiptrace” search [using the National Change of Address database](#) to obtain an updated address. The Parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members where necessary. Notices will be re-mailed by the Settlement Administrator to any Class Member for

1 whom an updated address is located.

2 62-63. Opt-Out. Class Members who request exclusion from the Settlement in accordance  
3 with the terms set forth in the Class Notice will be deemed timely only if postmarked on or before  
4 forty-five (45) calendar days following the date of initial mailing of the Notice by the Settlement  
5 Administrator, or, if the Class Notice was re-mailed to that Class Member, fifteen (15) calendar  
6 days after the remailing, whichever is later (“**Response Deadline**”). The date of the postmark on  
7 the return mailing envelope shall be the exclusive means used to determine whether a request for  
8 exclusion has been timely submitted.

9 63-64. Effect of Opt-Out. Class Members who validly and timely opt-out of the Class will  
10 not be entitled to any recovery under the Settlement, will not be bound by the Settlement, and will  
11 not have any right to object, appeal, or comment thereon, except that the opt-out provision shall  
12 not affect their release and participation in the PAGA Settlement if the Class Member is also an  
13 Aggrieved Employee. Class Members who do not submit a valid and timely request for exclusion  
14 shall be bound by all the terms of this Agreement and any final judgment or order in this Litigation,  
15 and shall be deemed to have waived all unstated objections and opposition to the fairness,  
16 reasonableness, and adequacy of this Agreement. If 10% or more of the Class Members opt out,  
17 Defendant shall have the right to rescind this Stipulation and the parties’ settlement in its sole and  
18 absolute discretion. However, in such an event, Defendant shall be solely responsible for payment  
19 of the Settlement Administrator’s fees and costs in administration caused by way of this  
20 Agreement.

21 64-65. Opt-Out List. Upon expiration of the Response Deadline and at any time upon  
22 request, the Settlement Administrator shall provide counsel for the Parties with a complete list of  
23 all Class Members who have timely requested exclusion from the Class.

24 65-66. Disputes Regarding Class Data. If a Class Member disputes the number of  
25 workweeks listed on the Notice, the Class Member may produce evidence to the Settlement  
26 Administrator indicating the number of workweeks contended to have been worked in the Class  
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1 Period and/or pay periods worked during the PAGA Period. Defendant's records will be presumed  
2 determinative, absent evidence to rebut their records, but the Settlement Administrator will evaluate  
3 the evidence submitted by the Class Member and provide the evidence submitted to the Parties and  
4 their counsel who agree to meet and confer in good faith about the evidence to determine the Class  
5 Member's actual number of workweeks worked in the Class Period and/or pay periods worked in  
6 the PAGA Period and estimated Individual Settlement Payment and/or Individual PAGA Payment.  
7 If the Parties and their counsel are unable to agree, they agree to submit the dispute to the Settlement  
8 Administrator to render a ~~final~~ decision, subject to final review by the Court. Plaintiff shall lodge  
9 with the Court for in camera review~~file with the final approval papers all disputes, all evidence~~  
10 submitted, and the resolution of the disputes. The deadline to dispute the number of workweeks or  
11 pay periods is the Response Deadline.

12 ~~66-67.~~ Objection to Settlement. Any Class Member who has not submitted a request for  
13 exclusion may object to this Joint Stipulation, or any portion thereof, by filing a written objection  
14 with the Court or by appearing at the Final Approval Hearing in person or through counsel of their  
15 choice. Any written objection or supporting papers, if any, shall be mailed to the Settlement  
16 Administrator at the address that is set forth in the Class Notice, and the Settlement Administrator  
17 shall provide the objection to the Parties' counsel within three (3) calendar days of receipt.  
18 Moreover, the Settlement Administrator shall attach any written objections to their Declaration  
19 referenced above and Class Counsel shall file the same in conjunction with the Motion for Final  
20 Approval of the Settlement. To be timely, all objections must be postmarked by the Response  
21 Deadline. A written objection must contain the objecting person's full name, current address, and  
22 include all objections and the reasons therefore, ~~and include any and all supporting papers~~  
23 ~~(including, without limitation, all briefs, written evidence, and declarations).~~ ~~A Class Member who~~  
24 ~~desires to object but who fails to comply with the objection procedure set forth herein shall be~~  
25 ~~deemed not to have objected.~~ If a Class Member both opts out and objects to the Settlement, the  
26 opt-out shall control and the objection shall be deemed moot and thus overruled.

1       ~~67-68.~~ Appearance at Final Approval Hearing. If a Participating Class Member wishes to  
2 appear at the Final Approval Hearing and present his or her objection to the Court orally, he or she  
3 may do so whether or not he or she timely objected in writing by the Response Deadline. Any  
4 Participating Class Member who files an objection remains eligible to receive monetary  
5 compensation from the Settlement. The Parties shall not be responsible for any fees, costs, or  
6 expenses incurred by any Class Member and/or her counsel related to any objections to the  
7 Settlement and/or appeals arising therefrom.

8       ~~68-69.~~ Deadline for Cashing Settlement Checks; Delivery to State Controller's Office  
9 Unclaimed Property Division. Participating Class Members shall have 180 days from the date  
10 checks are mailed by the Settlement Administrator to cash the checks representing their Individual  
11 Settlement Payments and/or Individual PAGA Payments. If any such checks mailed remain  
12 uncashed after the expiration of this period, or an envelope mailed to a Participating Class Member  
13 is returned and no forwarding address can be located for that individual after reasonable efforts  
14 have been made, including a "skiptrace" of any returned checks to find a more current address,  
15 then any uncashed checks will be promptly delivered to the California State Controller Unclaimed  
16 Property Division.

17       ~~69-70.~~ Effective Date of Settlement. The Settlement shall become effective when the  
18 Settlement is considered as "Final." For purposes of this Agreement, "Final" means: (i) in the event  
19 that the Settlement has received final approval by the Court and there were no timely objections  
20 filed or presented, or that any timely objections have been withdrawn, then the date of the Court's  
21 Order granting final approval of the Settlement; or, (ii) in the event that one or more timely  
22 objections has/have been filed or presented and not withdrawn at the time of final approval, then  
23 upon the passage of the applicable date for an objector to seek appellate review of the trial court's  
24 order of final approval of the Settlement, without a timely appeal having been filed; or, (iii) in the  
25 event that a timely appeal of the court's order of final approval has been filed, then when the  
26 applicable appellate court has rendered a final decision or opinion affirming the Superior Court's  
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1 final approval without material modification, and the applicable date for seeking further appellate  
2 review has passed, or the date that any such Appeal has been either dismissed or withdrawn by the  
3 appellant.

4 **X.DELIVERY OF FUNDS TO SETTLEMENT ADMINISTRATOR**

5 ~~70.71.~~ Within twenty (20) business days after the Settlement is considered “Final” as  
6 described in Paragraph ~~68~~70 above, Defendant shall make a one-time deposit of the Gross  
7 Settlement Amount (as defined in Paragraph 1~~9~~7) into a qualified settlement account to be  
8 established by the Settlement Administrator. The Settlement Administrator shall promptly  
9 calculate Defendant’s share of applicable Employer Payroll Taxes and notify Defendant of that  
10 amount, which shall be remitted by Defendant to the Settlement Administrator within fourteen (14)  
11 calendar days after the Settlement is considered “Final”, or as soon thereafter as reasonably  
12 practicable.

13 ~~71.72.~~ The Gross Settlement Amount shall be used to pay the following, in amounts  
14 finally approved by the Court:

- 15 a. The Individual Settlement Payments and Individual PAGA Payments  
16 to all Participating Class Members and/or Aggrieved Employees, as  
17 calculated by the Settlement Administrator;  
18 b. The Class Representative Service Payment;  
19 c. The Settlement Administration Fees;  
20 d. The LWDA Payment; and,  
21 e. Class Counsel Fees and Costs.

22 **XI.DISTRIBTUTION OF FUNDS**

23 ~~72.73.~~ Within ten (10) calendar days after receipt of Defendant’s payment of the Gross  
24 Settlement Amount to fund the Settlement as provided in this Agreement, the Settlement  
25 Administrator shall do the following:

- 26 a. Mail the Individual Settlement Payment and Individual PAGA Payment, if  
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1 applicable, to each Class Member's last-known address, as determined from  
2 the Class Notice process;

- 3 b. Disburse, by such means as Class Counsel may direct, the amount of the Class  
4 Representative Service Payments and Class Counsel Fees and Costs Payment;
- 5 c. Calculate, withhold, and remit to applicable governmental agencies each  
6 employee's Employee Payroll Taxes, on the wage portion of the settlement  
7 payments to Participating Class Members in accordance with this Agreement,  
8 as well as remit the Employer Payroll Taxes on the wage portion of the  
9 settlement to applicable government agencies;
- 10 d. Mail the LWDA Payment approved by the Court to the LWDA with the  
11 cover letter provided by Class Counsel.
- 12 e. Disburse Settlement Administration Fees.

13 **XII. RELEASE OF CLAIMS**

14 ~~73.74.~~ Participating Class Members' Release. The Parties desire to fully, finally, and  
15 forever settle, compromise, and discharge the Released Claims set forth in Paragraph 3~~53~~(a).  
16 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of  
17 Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement  
18 Amount and Employers' Taxes necessary to effectuate the Settlement, Each and every  
19 Participating Class Member, including PLAINTIFF, hereby release and discharge the Released  
20 Parties, and each of them, from the Class Released Claims, while, to the extent applicable by law,  
21 the State of California and Aggrieved Employees release and discharge the Released Parties from  
22 the PAGA Released Claims.

23 ~~74.75.~~ Scope of Class Members' Release. The Parties intend that the Settlement described  
24 in this Agreement will release, whether by lawsuit, administrative claim (to the extent permitted by  
25 law) or action, arbitration, demand, or other action of any kind, by each and all of the Participating  
26 Class Members, any and all rights to obtain a recovery based on their assertion of the Released  
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1 Claims, or any of them. The Class Members shall be so notified in the Class Notice to the Class.  
2 This paragraph does not apply to the Class Released Claims in connection with any Class Member  
3 who timely and validly opts out of the Settlement.

#### 4 **XIII. RETENTION OF JURISDICTION**

5 75-76. Jurisdiction. The Parties stipulate that the Court shall retain jurisdiction over any  
6 further disputes relating to this Agreement, the implementation of the Agreement, the interpretation  
7 of the Agreement or any of its terms, or further issues regarding the claims in the Litigation, until  
8 the Settlement Administrator and the Parties notify the Court that all issues have been resolved and  
9 the Settlement has been fully effectuated. The Parties shall endeavor to give such notice within 180  
10 days from the Final Approval Order.

#### 11 **XIV. GENERAL PROVISIONS**

12 76-77. Appointment of Class Counsel. For purposes of this Joint Stipulation and subject to  
13 the Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel  
14 for the Class and the effectuation of the Settlement pursuant to this Joint Stipulation.

15 77-78. Class Workweeks. Defendant represents that there are a total of fifty-one (51) total  
16 Class Members in the Class, which includes sixteen (16) Aggrieved Employees covered by PAGA  
17 during the PAGA Period. To the extent there is an increase of the Class Members beyond 60 total  
18 by the End Date, the GSA shall be increased by a pro rata amount per Class Member, or  
19 alternatively, and subject to Defendant's sole discretion, Defendant may decide to shorten the Class  
20 Period in order to exclude any such potential Class Member(s) from this settlement in lieu of  
21 increasing the GSA.

22 78-79. Settlement Administration Fees If Settlement Fails. If for any reason this Settlement  
23 is not approved and does not become "Final," any Settlement Administration Fees incurred as a  
24 result of administration of the failed Settlement shall be borne equally by the Parties, unless the  
25 Settlement Agreement is withdrawn from unilaterally by Defendant pursuant to Paragraphs 643  
26 and/or 829, in which event Defendant shall be solely responsible for payment of the Settlement  
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1 Administrator's fees and costs arising by virtue of administration of this Settlement.

2 79-80. No Prior Assignments. The Parties and their counsel represent, covenant, and  
3 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to  
4 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
5 action, cause of action or right herein released and discharged.

6 80-81. Interpretation. The Parties have had a full opportunity to negotiate the terms and  
7 conditions of this Agreement, with the assistance of a neutral mediator. Accordingly, the Parties  
8 expressly waive the common-law and statutory rule of construction that ambiguities should be  
9 construed against the drafter of an agreement. The Parties agree that the language in this Agreement  
10 shall not be construed in favor or against any Party. The Parties further agree, covenant, and  
11 represent that the language in all parts of this Agreement shall be in all cases construed as a whole,  
12 according to its fair meaning. Each term of this Agreement is contractual and not merely a recital.

13 81-82. Rescission. The Parties agree that if, at any time before the Effective Date, any  
14 material portion of the Released Claims or the consideration to be paid for the class action  
15 settlement or PAGA settlement is determined to be illegal, invalid, or unenforceable without  
16 material change thereto, then the Parties agree to meet and confer in order to attempt to resolve  
17 outstanding issue(s) and to seek the help of Mediator Steven G. Mehta to resolve any dispute they  
18 are unable to resolve informally. If the Parties cannot resolve such issue(s), this Agreement shall  
19 be rescindable at the option of either Party. The rescinding party must rescind by written notice  
20 filed with the Court and served on counsel for the opposing party within ten (10) calendar days  
21 after any order or written ruling that declares any such portion to be illegal, invalid, or  
22 unenforceable. However, the non-rescinding party shall have an opportunity to seek enforcement  
23 of the Settlement in such an event on the basis that the change by the Court is not material. Should  
24 rescission be unopposed or upheld by the Court, the rescinding party will be responsible for paying  
25 any Settlement Administration Fees incurred as a result of administration of the failed Settlement.

26 82-83. Effect If No Final Approval. If the Court denies final approval of the Settlement  
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1 without indicating that it would approve the Settlement if non-material changes are made, then this  
2 Settlement shall become null and void. If the Settlement is voided through any of the mechanisms  
3 described herein, the Parties will have no further obligations under the Settlement, including any  
4 obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would  
5 have been owed under this Settlement.

6 83-84. Cooperation. The Parties agree to fully cooperate with each other to accomplish the  
7 terms of this Agreement, including but not limited to, executing such documents and to taking such  
8 action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall  
9 use their best efforts, including all efforts contemplated by this Agreement and any other efforts  
10 that may become necessary by order of the Court, or otherwise, to effectuate the terms of this  
11 Agreement. As soon as practical after execution of this Agreement, Class Counsel shall, with the  
12 assistance and cooperation of Defendant and its counsel, take all reasonable and necessary steps to  
13 secure the Court's final approval of this Agreement.

14 84-85. Dispute Resolution; Attorneys' Fees and Costs. Prior to instituting legal action to  
15 enforce the provisions of this Agreement or to declare rights and/or obligations under this  
16 Agreement, a party shall provide written notice to all parties and an opportunity to cure the alleged  
17 deficiencies, and the Parties agree to seek the help of Mediator Steven G. Mehta to resolve any  
18 dispute they are unable to resolve informally. During this period, the Parties shall bear their own  
19 attorneys' fees and costs. If either of the Parties institute a legal action or other proceeding against  
20 any other party to enforce the provisions of this Agreement, move to enforce their rights in the  
21 Action, or to declare/enforce rights and/or obligations under this Agreement, the successful party  
22 shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs at the  
23 Court's discretion. This provision shall not apply to any legal action or other proceeding instituted  
24 by any person or entity other than the Parties.

25 85-86. Notice Requirements. Unless otherwise specifically provided herein, all notices,  
26 demands, or other communications given hereunder shall be in writing and shall be deemed to have  
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1 been duly given as of the fifth business day after mailing by United States registered or certified  
2 mail, return receipt requested, or after the third calendar day after an e-mail is provided, addressed  
3 as follows:

4 To CLASS REPRESENTATIVE and the Class:

5 **CRONER LEGAL, PC.**

6 Brandon Brouillette (SBN 273156)

7 [bbrouillette@crosnerlegal.com](mailto:bbrouillette@crosnerlegal.com)

8 Zachary M. Crosner (SBN 272295)

9 zach@crosnerlegal.com

10 Jamie Serb (SBN 289601)

11 jamie@crosnerlegal.com

12 CROSNER LEGAL, PC

13 9440 Santa Monica Blvd., Suite 301

14 Beverly Hills, CA 90210

15 Tel: 1-866-276-7637

16 Fax: (310) 510-6429

17 To DEFENDANT:

18 Rebecca Aragon, Bar No. 134496

19 [raragon@littler.com](mailto:raragon@littler.com)

20 LITTLER MENDELSON P.C.

21 633 West 5th Street, 63rd Floor

22 Los Angeles, California 90071

23 Tel: 213.443.4300; Fax: 213.443.4299

24 David S. Maoz, Bar No. 233857

25 dmaoz@littler.com

26 LITTLER MENDELSON P.C.

27 2049 Century Park East, 5th Floor

28 Los Angeles, California 90067.3107

Tel: 310.553.0308; Fax: 310.553.5583

83. Entire Agreement. This Joint Stipulation constitutes the entire agreement between  
the Parties and their respective counsel relating to the Settlement, this Joint Stipulation, and the  
transactions contemplated thereby. All prior or contemporaneous agreements, understandings,  
representations, and statements, whether oral or written and whether by a Party or such Party's legal  
counsel, are merged herein. No rights hereunder may be waived except in writing.

1           84.    Notice to Class Members. Counsel for the Parties agree that because the members of  
2 the Class are so numerous, it is impossible or impractical to have each member of the Class execute  
3 this Agreement. The Notice of Proposed Settlement, attached as **Exhibit A** hereto, will advise all  
4 Class Members of the binding nature of the release, and the release shall have the same force and  
5 effect as if this Agreement were executed by each member of the Class.

6           85.    Warranty of No Prior Assignment. The Parties represent, covenant, and warrant that  
7 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
8 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,  
9 cause of action, or rights herein released and discharged.

10          86.    No Modification by Extrinsic Evidence. With respect to the subject matter hereof,  
11 except this Agreement, the Parties acknowledge that no representations, statements, or promises  
12 made by the other party, or by their respective agents or attorneys, have been relied upon in entering  
13 into this Agreement. The Parties explicitly recognize California Civil Code section 1625 and  
14 California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be  
15 construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and  
16 agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict  
17 the terms of this Agreement.

18          87.    Modification in Writing. This Agreement may be modified or amended only if such  
19 modification or amendment is agreed to in writing and signed by the duly authorized representatives  
20 of the parties hereto, and approved by the Court which writing shall expressly state the intent of the  
21 parties to modify this Agreement.

22          88.    Enforceability. If the Court finds any material provision of this Agreement to be  
23 unenforceable or invalid, then this Agreement shall become voidable. Notwithstanding any other  
24 provision of this Agreement, no distributions shall be required until Final Approval.



1 Dated: February \_\_, 2024

2 By: \_\_\_\_\_  
3 For: Notarize, Inc.  
4 By:  
5 Its:

6 APPROVED AS TO FORM:

7 Dated: February \_\_, 2024

CROSNER LEGAL, PC

8  
9 By: \_\_\_\_\_  
10 BRANDON BROUILLETTE  
11 ZACHARY CROSNER  
12 Attorneys for Plaintiff  
13 WILLIAM WATSON, the Putative Class,  
14 and the Aggrieved Employees

15 Dated: February \_\_, 2024

LITTLER MENDELSON, P.C.

16 By: \_\_\_\_\_  
17 REBECCA ARAGON  
18 DAVID S. MAOZ  
19 Attorneys for Defendant  
20 NOTARIZE, INC.

21 4883-8071-9509.1 / 112221-1010

# **EXHIBIT**

**3**

## **COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**

(case name and number)

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Notarize, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiff William Watson ("Plaintiff"), a former employee of Defendant and seeks payment of back wages and penalties for a class of current and former non-exempt employees that worked for Defendant in California ("Class Members") at any time during the Class Period (March 3, 2019 to **Date of Preliminary Approval**); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California ("Aggrieved Employees") at any time during the PAGA Period (March 3, 2022 to **Date of Preliminary Approval**).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, your Individual Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**You Don't Have to Do Anything to Participate in the Settlement.** If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

**You Can Opt-Out of the Class Settlement but not the PAGA Settlement.** The Opt-out Deadline is **DATE**. If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

**You Cannot Opt-out of the PAGA Portion of the Proposed Settlement.** Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined below).

**Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.** Written objections must be submitted by **DATE**. All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

**You Can Participate in the Final Approval Hearing.** The Court's Final Approval Hearing is scheduled to take place on **DATE** at 2:00 p.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can

verbally object to the Settlement at the Final Approval Hearing even if you did not submit a written objection. See Section 8 of this Notice.

**You Can Challenge the Calculation of Your Workweeks/Pay Periods.** Written Challenges Must be Submitted by **DATE**. The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **DATE**. See Section 4 of this Notice.

### **1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition, and any other potential claims based on the foregoing facts and claims; and any other applicable provisions of state or federal law, including the applicable IWC wage order. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

### **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

The Court has made no determination whether Defendant violated any laws. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

**Defendant Will Pay One Eighty Two Thousand Five Hundred Dollars (\$182,500.00) as the Gross Settlement Amount (Gross Settlement).** Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 20 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. Any Judgment entered by the Court will be posted on the Administrator's website for at least 180 days, see Section 9 below for the website address.

**Court Approved Deductions from Gross Settlement.** At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to Sixty Thousand Eight Hundred Thirty Three Dollars and Thirty Three Cents (\$60,833.33) (one-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to Fifteen Thousand Dollars (\$15,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to Ten Thousand Dollars (\$10,000.00) to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class.
- Up to Five Thousand Five Hundred Dollars (\$5,000) to the Administrator for services administering the Settlement.
- Twenty Thousand Dollars (\$20,000.00) for PAGA Penalties, allocated 75% to the LWDA for the PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

**Net Settlement Distributed to Class Members.** After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.

**Taxes Owed on Payments to Class Members.** Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Settlement Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

**Need to Promptly Cash Payment Checks.** The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

**Requests for Exclusion from the Class Settlement (Opt-Outs).** You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The deadline to submit an opt out request will be extended by ten (10) calendar days, to **DATE**, if your Notice is remailed. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

**You cannot opt-out of the PAGA portion of the Settlement.** Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

**The Proposed Settlement Will be Void if the Court Denies Final Approval.** It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

**Administrator.** The Court has approved the appointment a neutral company, Phoenix Settlement Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

**Plaintiff's and the Participating Class Members' Release.** Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and the Participating Class Members will be

legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or successors and related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

All members of the Settlement Class, except those that make a valid and timely request to be excluded from the Class, waive, release, and discharge any and all claims against the Released Parties, of any of them, that were alleged in the Litigation or which could have reasonably been alleged based on the facts asserted in the Litigation. These claims include, but are not limited to: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition. **Aggrieved Employees' PAGA Release.** Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Action and resolved by this Settlement. You will be bound by this PAGA Release even if you do not cash your settlement check.

Plaintiff and all Aggrieved Employees will release any and all claims against the Released Parties, or any of them, for civil penalties under PAGA that were alleged in the Litigation or which could have reasonably been alleged based on the facts asserted in the Litigation and the PAGA Notice, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

**Individual Settlement Payments.** The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

**Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing twenty-five percent of the PAGA Penalties (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

**Workweek/Pay Period Challenges.** The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to

challenge the number of Workweeks and/or Pay Periods credited to you. The deadline to submit a challenge will be extended by ten (10) days, to **DATE**, if your Notice is re-mailed. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Although the settlement administrator may make the initial decision regarding disputes pertaining to the calculation of workweeks, the Court may review any decision made by the settlement administrator regarding a dispute pertaining to the calculation of workweeks.

## **5. HOW WILL I GET PAID?**

**Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.

**Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

You can exclude yourself from the Settlement, or "opt out," by sending the Administrator a written Request for Exclusion. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *William Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You may also use the Request for Exclusion Form included with this Notice. You must make the request yourself. If someone else makes the request for you, it will not be valid. You may send your request by mail to the Administrator. The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. The deadline to submit an opt out request will be extended by ten (10) days, to **DATE**, if your Notice is re-mailed. Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (**INSERT URL**) or the Court's website (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is **DATE**. The deadline to submit a written objection will be extended by ten (10) days, to **DATE**, if your Notice is re-mailed. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *William Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. You may also use the Objection Form included with this Notice. You may send your written objection by mail to the Administrator. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on **DATE** at 2:00 p.m. in Department CX-104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Civil Remote Hearings (<https://www.occourts.org/media-relations/aci.html>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Operative Complaint, PAGA Notice Letter, Settlement Agreement and any Amendments, the Class Notice, Orders Granting Preliminary and Final Approval, the Judgment, or any other Settlement documents is to go to Phoenix Class Action Administration Solutions' website at **INSERT URL**. You can also telephone or send an email to

Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No.: 2023-01310277, Year Filed: 2023.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

**Class Counsel:**

Zachary Crosner  
zach@crosnerlegal.com  
Jamie Serb  
jamie@crosnerlegal.com  
Brandon Brouillette  
brandon@crosnerlegal.com  
9440 Santa Monica Blvd., Suite 301  
Beverly Hills, CA 90210  
Tel.: 1-866-CROSNR

**Settlement Administrator:**

Name of Administrator:  
Email Address:  
Mailing Address:  
Telephone:

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

# **EXHIBIT**

**4**

**COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND  
HEARING DATE FOR FINAL COURT APPROVAL**

(case name and number)

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Notarize, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiff William Watson ("Plaintiff"), a former employee of Defendant and seeks payment of back wages and penalties for a class of current and former non-exempt employees that worked for Defendant in California ("Class Members") at any time during the Class Period (March 3, 2019 to **Date of Preliminary Approval**); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California ("Aggrieved Employees") at any time during the PAGA Period (March 3, 2022 to **Date of Preliminary Approval**).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, your Individual Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. ~~You will be deemed to have carefully read and understood it.~~ At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**You Don't Have to Do Anything to Participate in the Settlement.** If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

**You Can Opt-Out of the Class Settlement but not the PAGA Settlement.** The Opt-out Deadline is **DATE**. If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

**You Cannot Opt-out of the PAGA Portion of the Proposed Settlement.** Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined below).

**Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.** Written objections must be submitted by **DATE**. All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

**You Can Participate in the Final Approval Hearing.** The Court's Final Approval Hearing is scheduled to take place on **DATE** at 2:00 p.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can

verbally object to the Settlement at the Final Approval Hearing even if you did not submit a written objection. See Section 8 of this Notice.

**You Can Challenge the Calculation of Your Workweeks/Pay Periods.** Written Challenges Must be Submitted by **DATE**. The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **DATE**. See Section 4 of this Notice.

### 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition, and any other potential claims based on the foregoing facts and claims; and any other applicable provisions of state or federal law, including the applicable IWC wage order. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendant ~~strongly~~ denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

### 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Defendant violated any laws. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

### 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

**Defendant Will Pay One Eighty Two Thousand Five Hundred Dollars (\$182,500.00) as the Gross Settlement Amount (Gross Settlement).** Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 20 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. Any Judgment entered by the Court will be posted on the Administrator's website for at least 180 days, see Section 9 below for the website address.

**Court Approved Deductions from Gross Settlement.** At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to Sixty Thousand Eight Hundred Thirty Three Dollars and Thirty Three Cents (\$60,833.33) (one-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to Fifteen Thousand Dollars (\$15,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to Ten Thousand Dollars (\$10,000.00) to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class.
- Up to Five Thousand Five Hundred Dollars (\$5,000) to the Administrator for services administering the Settlement.
- ~~Up to~~ Twenty Thousand Dollars (\$20,000.00) for PAGA Penalties, allocated 75% to the LWDA for the PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

**Net Settlement Distributed to Class Members.** After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.

**Taxes Owed on Payments to Class Members.** Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Settlement Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

**Need to Promptly Cash Payment Checks.** The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

**Requests for Exclusion from the Class Settlement (Opt-Outs).** You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The deadline to submit a request will be extended by ten (150) calendar days, to **DATE**, if your Notice is remailed. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

**You cannot opt-out of the PAGA portion of the Settlement.** Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

**The Proposed Settlement Will be Void if the Court Denies Final Approval.** It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

**Administrator.** The Court has approved the appointment of a neutral company, Phoenix Settlement Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

**Plaintiff's and the Participating Class Members' Release.** Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement~~After the Judgment is final and Defendant has fully funded~~

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~~the Gross Settlement and separately paid all employer payroll taxes~~, Plaintiff and the Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or successors and related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

~~All members of the Settlement Class, except those that make a valid and timely request to be excluded from the Class, waive, release, and discharge any and all claims against the Released Parties, of any of them, that were alleged in the Litigation or which could have reasonably been alleged based on the facts asserted in the Litigation. These claims include, but are not limited to: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, e.g., (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition, and any other potential claims based on the foregoing facts and claims; and any other applicable provisions of state or federal law, including the applicable IWC wage order. ("Class Released Claims"). Except for the PAGA Release, Plaintiff and the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.~~

**Aggrieved Employees' PAGA Release.** ~~Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement~~After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Action and resolved by this Settlement. You will be bound by this PAGA Release even if you do not cash your settlement check.

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Plaintiff and all Aggrieved Employees will release any and all claims against the Released Parties, or any of them, for civil penalties under PAGA that were alleged in the Litigation or which could have reasonably been alleged based on the facts asserted in the Litigation and the PAGA Notice, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; and (7) failure to reimburse business expenses during the PAGA Period (PAGA Released Claims). Plaintiff and the Aggrieved Employees only release these claims for the duration of the PAGA Period.

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#### 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

**Individual Settlement Payments.** The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

**Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing twenty-five percent of the PAGA Penalties (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

**Workweek/Pay Period Challenges.** The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. The deadline to submit a challenge will be extended by ten (10) days, to **DATE**, if your Notice is re-mailed. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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5. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Although the settlement administrator may make the initial decision regarding disputes pertaining to the calculation of workweeks, the Court may review any decision made by the settlement administrator regarding a dispute pertaining to the calculation of workweeks.

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#### **6.5. HOW WILL I GET PAID?**

**Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.

**Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

#### **7.6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

You can exclude yourself from the Settlement, or "opt out," by sending the Administrator a written Request for Exclusion. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *William Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You may also use the Request for Exclusion Form included with this Notice. You must make the request yourself. If someone else makes the request for you, it will not be valid. You may send your request by mail to the Administrator. The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. The deadline to submit an opt out request will be extended by ten (10)5 days, to **DATE**, if your Notice is re-mailed. Section 9 of the Notice has the Administrator's contact information.

#### **8.7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. ~~At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment.~~ Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (**INSERT URL**) or the Court's website (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object. ~~for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low.~~ The deadline for sending written objections to the Administrator is **DATE**. The deadline to submit a written objection will

be extended by ten (10)5 days, to DATE, if your Notice is re-mailed. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *William Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. You may also use the Objection Form included with this Notice. You may send your written objection by mail to the Administrator. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

#### **9.8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at 2:00 p.m. in Department CX-104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Civil Remote Hearings (<https://www.occourts.org/media-relations/aci.html>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

#### **10.9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Operative Complaint, PAGA Notice Letter, Settlement Agreement and any Amendments, the Class Notice, Orders Granting Preliminary and Final Approval, the Judgment, or any other Settlement documents is to go to Phoenix Class Action Administration Solutions' website at INSERT URL. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No.: 2023-01310277, Year Filed: 2023.

#### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

**Class Counsel:**

Zachary Crosner  
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Jamie Serb  
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Brandon Brouillette  
brandon@crosnerlegal.com  
9440 Santa Monica Blvd., Suite 301  
Beverly Hills, CA 90210  
Tel.: 1-866-CROSNR

**Settlement Administrator:**

Name of Administrator:

Email Address:

Mailing Address:

Telephone:

**11.10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

**12.11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

# **EXHIBIT**

**5**

# REQUEST FOR EXCLUSION FORM

*William Watson v. Notarize, Inc.*

Orange County Superior Court Case No. 30-2023-01310277-CU-OE-CXC

**AS EXPLAINED IN MORE DETAIL IN THE NOTICE ACCOMPANYING THIS FORM, YOU HAVE THE RIGHT TO EXCLUDE YOURSELF FROM THE PROPOSED CLASS ACTION SETTLEMENT DESCRIBED IN THE NOTICE.**

If you do **not** want to be included in the Settlement, and do **not** want to receive a settlement payment, you must complete this form and return it to the address below, postmarked no later than [response deadline]:

Watson v. Notarize, Inc. Settlement Administration  
c/o Settlement Administrator  
[Settlement Administrator address]

I wish to be excluded from the class and I do **not** want to participate in the proposed settlement. I understand this means that I will **not** be bound by the settlement and will **not** receive any payment from the settlement, but I will retain whatever rights I may have, if any, to pursue a claim against Notarize, Inc. with respect to the claims raised in the lawsuit referenced above.

**NOTE:** If you request exclusion from the Settlement and are also an Aggrieved Employee, you will still receive your proportionate payment of the PAGA Settlement.

Your Name: \_\_\_\_\_

Your Address: \_\_\_\_\_

Your Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_  
(signature)

# EXHIBIT

6

# OBJECTION FORM

*William Watson v. Notarize, Inc.*

Orange County Superior Court Case No. 30-2023-01310277-CU-OE-CXC

**USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE CLASS ACTION SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE.**

To Object to any part of the proposed Class Action Settlement you may complete this form and return it to the address below, postmarked no later than [response deadline]:

Watson v. Notarize, Inc. Settlement Administration  
c/o Settlement Administrator  
[Settlement Administrator address]

The Court will consider your objection at the Final Approval Hearing described in the accompanying Notice if you submit a timely written statement of objection. You may also appear at the Final Approval Hearing, either by yourself or with your own attorney, and make an oral objection to the proposed Class Action Settlement whether you submit this Form or not.

I OBJECT to the *Williams v Notarize, Inc.* Class Action Settlement for the following reasons:

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*[You may attached additional pages or materials as necessary]*

Your Name: \_\_\_\_\_

Your Address: \_\_\_\_\_

Your Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(signature)

# **EXHIBIT**

**7**