

1 Brandon Brouillette (SBN 273156)
2 bbrouillette@crosnerlegal.com
3 Zachary M. Crosner (SBN 272295)
4 zach@crosnerlegal.com
5 Jamie Serb (SBN 289601)
6 jamie@crosnerlegal.com
7 CROSNER LEGAL, PC
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
14 raragon@littler.com
15 David S. Maoz, Bar No. 233857
16 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

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

25 9. **“Court”** means the Superior Court of California for the County of Orange.

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

3 11. **“Defendant”** shall mean NOTARIZE, INC. dba PROOF.COM.

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

6 13. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 69 below.

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

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

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

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

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

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

20. **“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. **“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. **“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. **“Net Settlement Fund”** means the remainder of the Gross Settlement Fund after making the deductions described in Paragraph 18. 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. **“Non-Participating Class Member”** means a putative Class Member who submits a timely and valid request to opt-out of the Settlement.

25. **“Notice of Proposed Settlement”** means the Notice of Settlement of Class Action in the form attached hereto as **Exhibit A**, and as approved by the Court.

26. **“Operative Complaint”** means the First Amended Complaint on file in the Litigation.

27. **“Participating Class Member”** means a Class Member who does not timely and

validly opt out of the Settlement.

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

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

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

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

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

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

34. **“Released Claims”** means the following:

- a. **Release as to All Participating Class Members.** 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, CLASS REPRESENTATIVE and 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 DEFENDANT, their respective past, present, and future parents, subsidiaries, affiliates, predecessors or successors in interest, or the officers, directors, shareholders,

1 employees, attorneys, agents, assigns, insurers, re-insurers, of any of them, that
2 were alleged in the Litigation or which could have reasonably been alleged based
3 on the facts asserted in the Litigation. These claims include, but are not limited
4 to: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery
5 of unpaid overtime wages; (3) failure to provide meal periods of compensation
6 in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof;
7 (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay
8 all wages due upon separation of employment; (7) failure to reimburse business
9 expenses; and, (8) unfair competition, and any other potential claims based on
10 the foregoing facts and claims; and any other applicable provisions of state or
11 federal law, including the applicable IWC wage order. (“Class Released
12 Claims”). As to the PAGA claims, only those Class Members who worked
13 during the time period between March 3, 2022 and the End Date (“PAGA
14 Period”) will release claims for civil penalties under PAGA, and only for the
15 claims that were pled in the action and were alleged in the PAGA Notice, or that
16 could have been plead based on the facts alleged in the Litigation and were also
17 alleged in the PAGA Notice (“PAGA Released Claims” and, collectively with
18 Class Released Claims, “Released Claims”).

19 **b. General Release by Named Plaintiff Only.** In addition to the release made in
20 Paragraph 33(a), Plaintiff makes the additional following general release of all
21 claims, known or unknown. Upon the date that the settlement is considered
22 final as defined in Paragraph 69, Plaintiff releases Defendant and the Released
23 Parties, and each of their respective past, present, and future parents,
24 subsidiaries, affiliates, predecessors or successors in interest, officers,
25 directors, shareholders, employees, attorneys, agents, assigns, insurers, and re-
26 insurers of any of them, from all claims, demands, rights, liabilities and causes
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1 of action of every nature and description whatsoever, known or unknown,
2 asserted or that might have been asserted, whether in tort, contract, or for
3 violation of any state or federal statute, rule or regulation arising out of, relating
4 to, or in connection with any act or omission by or on the part of each of the
5 Defendant.

6 35. “**Settlement**” means the Parties’ agreement to settle the Litigation on the terms
7 described in this Agreement.

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

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

13 **II. THE LITIGATION**

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

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

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

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

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

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

19 **III. SETTLEMENT AMOUNT**

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

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

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

9 46. Uncashed Checks. This is a "non-reversionary" settlement. Under no circumstances
10 will any of the settlement revert to Defendant. Participating Class Members will not have to make
11 a claim in order to receive a distribution. Distributions, in the form of Individual Settlement
12 Payments, will be made directly to each Participating Class Member and Individual PAGA
13 Payments to each Aggrieved Employee. Any settlement checks remaining uncashed for more than
14 180 days after mailing shall be delivered to the California State Controller Unclaimed Property
15 Division.

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

21 **IV. CLASS REPRESENTATIVE SERVICE PAYMENT**

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

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

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

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

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

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

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

19 **VI. CLASS MEMBER DISTRIBUTION FORMULA**

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

1 **A.** The Settlement Administrator will determine the total number of Workweeks
2 worked by each Class Member during the Class Period (“Class Member’s Workweeks”), as well
3 as the aggregate number of Workweeks worked by all Class Members during the Class Period
4 (“Class Workweeks”). Additionally, the Settlement Administrator will determine the total number
5 of Workweeks worked by each Aggrieved Employee during the PAGA Period (“Aggrieved
6 Employee’s Workweeks”), as well as the aggregate number of Workweeks worked by all
7 Aggrieved Employees during the PAGA Period (“PAGA Workweeks”).

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

11 **C.** To determine each Participating Class Member’s Individual Settlement Payment,
12 the Settlement Administrator will determine the aggregate number of Workweeks worked by all
13 Participating Class Members during the Class Period (“Participating Class Workweeks”) and use
14 the following formula: Individual Settlement Payment = (Participating Class Member’s
15 Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

16 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
17 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA
18 Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$5,000.00 (the PAGA
19 Payment).

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

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

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

5 **VII. SETTLEMENT ADMINISTRATION**

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

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

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

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

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

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

- 12 a. Contact information for Class Counsel;
- 13 b. The address for a website, maintained by the Settlement Administrator
14 or Class Counsel, that has links to the notice, motions for approval and
15 for attorneys' fees, and any other important documents in the case;
- 16 c. Instructions on how to access the case docket online or in person at the
17 court;
- 18 d. The date of the final approval hearing and clearly state that the date may
19 change without further notice to the class;
- 20 e. An advisement to Class Members to check the settlement website or the
21 Court's website to confirm that the hearing date has not been changed;
- 22 f. Information regarding the nature of the Litigation, including a summary
23 of the substance of the Settlement, the Class definitions, and the formula
24 used in calculating the Individual Settlement Payments;
- 25 g. Information about the ability to opt out of the Settlement and the
26 process for doing so;

- 1 h. Information about the ability to object to the Settlement and the process
2 for doing;
- 3 i. The time period during which the Class Member worked during the
4 Class Period; and
- 5 j. The Class Member's estimated Individual Settlement Share and
6 Individual PAGA Payment, if any.

7 If the information listed on the Class Notice is disputed, the Class Member disputing the
8 information may produce information to the Settlement Administrator through the dispute process
9 described in Paragraph 65 below. The Settlement Administrator shall post a copy of the operative
10 complaint, Plaintiff's PAGA notice letter, the class notice form (Exhibit A hereto), and the Order
11 granting preliminary approval on its website during the Response Period. The Settlement
12 Administrator also shall post the Order granting final approval and Judgment thereon on its website
13 for a period of no less than one-hundred eighty (180) days following entry of Judgment.

14 **IX. APPROVAL PROCESS**

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

25 62. Opt-Out. Class Members who request exclusion from the Settlement in accordance
26 with the terms set forth in the Class Notice will be deemed timely only if postmarked on or before
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sixty (60) 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.

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

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

65. Disputes Regarding Class Data. If a Class Member disputes the number of workweeks listed on the Notice, the Class Member may produce evidence to the Settlement Administrator indicating the number of workweeks contended to have been worked in the Class Period and/or PAGA Period. Defendant’s records will be presumed determinative, absent evidence to rebut their records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to the Parties and their counsel who agree to

1 meet and confer in good faith about the evidence to determine the Class Member's actual number
2 of workweeks worked in the Class Period and/or PAGA Period and estimated Individual Settlement
3 Payment and/or Individual PAGA Payment. If the Parties and their counsel are unable to agree,
4 they agree to submit the dispute to the Settlement Administrator to render a decision, which
5 decision shall be subject to final review by the Court. The deadline to dispute the number of
6 workweeks is the Response Deadline.

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

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

3 68. Deadline for Cashing Settlement Checks; Delivery to State Controller's Office
4 Unclaimed Property Division. Participating Class Members shall have 180 days from the date
5 checks are mailed by the Settlement Administrator to cash the checks representing their Individual
6 Settlement Payments and/or Individual PAGA Payments. If any such checks mailed remain
7 uncashed after the expiration of this period, or an envelope mailed to a Participating Class Member
8 is returned and no forwarding address can be located for that individual after reasonable efforts
9 have been made, then any uncashed checks will be promptly delivered to the California State
10 Controller Unclaimed Property Division.

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

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

25 70. Within twenty (20) business days after the Settlement is considered "Final" as
26 described in Paragraph 68 above, Defendant shall make a one-time deposit of the Gross Settlement
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Amount (as defined in Paragraph 17) 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.

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

XI. DISTRIBUTUION OF FUNDS

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

- a. Mail the Individual Settlement Payment and Individual PAGA Payment, if applicable, to each Class Member's last-known address, as determined from the Class Notice process;
- b. Disburse, by such means as Class Counsel may direct, the amount of the Class Representative Service Payments and Class Counsel Fees and Costs Payment;
- c. Calculate, withhold, and remit to applicable governmental agencies each employee's Employee Payroll Taxes, on the wage portion of the settlement payments to Participating Class Members in accordance with this Agreement,

as well as remit the Employer Payroll Taxes on the wage portion of the settlement to applicable government agencies;

- d. Mail the LWDA Payment approved by the Court to the LWDA with the cover letter provided by Class Counsel.
- e. Disburse Settlement Administration Fees.

XII. RELEASE OF CLAIMS

73. Participating Class Members' Release. The Parties desire to fully, finally, and forever settle, compromise, and discharge the Released Claims set forth in Paragraph 33(a). 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.

74. 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 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

75. 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

76. 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.

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

78. Settlement Administration Fees If Settlement Fails. If for any reason this Settlement is not approved and does not become "Final," any Settlement Administration Fees incurred as a result of administration of the failed Settlement shall be borne equally by the Parties, unless the Settlement Agreement is withdrawn from unilaterally by Defendant pursuant to Paragraphs 63 and/or 80, in which event Defendant shall be solely responsible for payment of the Settlement Administrator's fees and costs arising by virtue of administration of this Settlement.

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

80. Interpretation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement, with the assistance of a neutral mediator. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement. The Parties agree that the language in this Agreement shall not be construed in favor or against any Party. The Parties further agree, covenant, and

1 represent that the language in all parts of this Agreement shall be in all cases construed as a whole,
2 according to its fair meaning. Each term of this Agreement is contractual and not merely a recital.

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

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

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

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

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

20 To CLASS REPRESENTATIVE and the Class:

21 **CROSNER LEGAL, PC.**
22 Brandon Brouillette (SBN 273156)
23 bbrouillette@crosnerlegal.com
24 Zachary M. Crosner (SBN 272295)
25 zach@crosnerlegal.com
26 Jamie Serb (SBN 289601)
27 jamie@crosnerlegal.com
28 CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

1 Tel: 1-866-276-7637
2 Fax: (310) 510-6429

3 To DEFENDANT:

4 Rebecca Aragon, Bar No. 134496
5 raragon@littler.com
6 LITTLER MENDELSON P.C.
7 633 West 5th Street, 63rd Floor
8 Los Angeles, California 90071
9 Tel: 213.443.4300; Fax: 213.443.4299

10 David S. Maoz, Bar No. 233857
11 dmaoz@littler.com
12 LITTLER MENDELSON P.C.
13 2049 Century Park East, 5th Floor
14 Los Angeles, California 90067.3107
15 Tel: 310.553.0308; Fax: 310.553.5583

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

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

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

86. No Modification by Extrinsic Evidence. With respect to the subject matter hereof,

1 except this Agreement, the Parties acknowledge that no representations, statements, or promises
2 made by the other party, or by their respective agents or attorneys, have been relied upon in entering
3 into this Agreement. The Parties explicitly recognize California Civil Code section 1625 and
4 California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be
5 construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and
6 agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict
7 the terms of this Agreement.

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

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

15 89. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit
16 of the respective heirs, assigns, executors, administrators, successors, subsidiaries, divisions and
17 affiliated corporations and partnerships, past and present, and trustees, directors, officers,
18 shareholders, partners, agents and employees, past and present, of the Parties and the Released
19 Parties.

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

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

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

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

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

Dated: 04 / 02 / 2024

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

By: William Watson
William Watson

Dated: April 30, 2024

By: Renee Hunter /
Renee Hunter (May 7, 2024 12:37 EDT)
For: Notarize, Inc.
By: Renee Hunter
Its: General Counsel

APPROVED AS TO FORM:

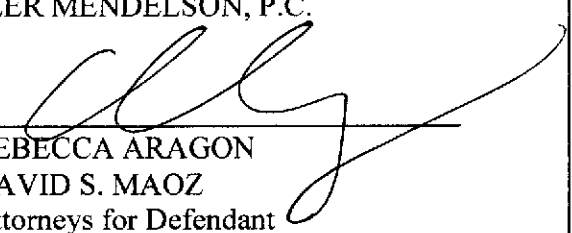
Dated: April 2, 2024

CROSNER LEGAL, PC

By: Brandon Brouillette
BRANDON BROUILLETTE
ZACHARY CROSNER
Attorneys for Plaintiff
WILLIAM WATSON, the Putative Class,
and the Aggrieved Employees

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Dated: ^{5/7/}~~April~~ ⁹____, 2024

LITTLER MENDELSON, P.C.

By: 

REBECCA ARAGON
DAVID S. MAOZ
Attorneys for Defendant
NOTARIZE, INC.

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. 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. 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.

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 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 appointed 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. After the Judgment is final and Defendant has fully funded 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 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. 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.

Plaintiff and all Aggrieved Employees 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.

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. 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.

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.

6. 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. 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 must make the request yourself. If someone else makes the request for you, it will not be valid. The

Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

8. 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**. 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. 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. 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.

10. 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:

11. 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. 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.