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Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

CHE'TERRA YOUNG, an Individual, on behalf
of herself and all others similarly situated,

Plaintiff,

v.

PFT ALEXANDER, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No.: **23STCV07449**

**CLASS AND REPRESENTATIVE
ACTION**

Assigned For All Purposes To:
Hon. Kenneth R. Freeman

**DECLARATION OF MICHAEL D.
SINGER IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: March 27, 2025
Time: 10:00 a.m.
Dept.: 14

Complaint filed: April 5, 2023
Trial Date: None Set

1 I, Michael D. Singer, declare as follows:

2 1. I am the Managing Partner at the law firm of Cohelan Khoury & Singer, co-counsel of
3 record for Plaintiff Cheterra Young (“Plaintiff”) in this Action. I submit this declaration in support of the
4 Motion for Preliminary Approval of Class and Representative Action Settlement. The following facts are
5 within my personal knowledge and if called to testify I could and would competently testify to them.

6 2. I am a 1984 Hastings graduate, admitted to the California State Bar in 1984 and the
7 Colorado State Bar in 2001. I have been admitted to practice before the following courts: U.S. Supreme
8 Court; Ninth Circuit Court of Appeals; Southern, Central, Northern, and Eastern Districts of California;
9 and all California State Courts.

10 3. In 1981, Timothy D. Cohelan and Isam C. Khoury formed Cohelan & Khoury, a
11 Partnership of Professional Law Corporations, and within a few years began to focus on class actions. I
12 joined Cohelan & Khoury in 2000 and was named partner in 2003. In 2009, Cohelan & Khoury became
13 Cohelan Khoury & Singer. Our firm represents plaintiffs in complex, class and representative action
14 litigation, including wage and hour, labor and employment, antitrust, consumer protection, construction
15 defect and other public interest type class and representative actions.

16 4. I was admitted as a fellow to the College of Labor and Employment Attorneys in 2020,
17 and was named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor and Employment
18 Attorneys. I, along with Isam Khoury, a founding Partner of the firm, and Partner Diana M. Khoury,
19 have also been selected by our peers based on ethics, experience and reputation as Super Lawyers in Civil
20 Litigation by the Southern California Super Lawyers Magazine for the years 2012 through the present.

21 5. Cohelan Khoury & Singer has been certified by the State Bar of California to provide the
22 Mandatory Continuing Legal Education activity titled “Litigating California Class Actions” and has
23 conducted MCLE certified seminars on this topic. Senior Partner, Timothy D. Cohelan, is the author of
24 Cohelan on California Class Actions (1997-2024, updated annually), part of Thomson Reuters Expert
25 Series. I am a contributing author on the CEB publication California Wage and Hour Law: Compliance
26 and Litigation (2010-2024, updated annually), in which I wrote the opening chapter overview on
27 California Wage and Hour laws, including the public policy underpinnings for those laws, and the Private
28 Attorneys General Act (PAGA) Claim chapter. I am also a contributing author to the CEB Practitioner

1 (2020), including guidelines for oral argument and forms for PAGA litigation. I have served as a columnist
2 for the California State Bar, Litigation Section on wage and hour litigation and have contributed articles
3 on wage and hour and class action issues through the years to numerous California publications.

4 6. Prior to COVID, I typically lectured several times per year for continuing education
5 courses on wage and hour and class action issues at events in San Diego, Orange County, Los Angeles,
6 and San Francisco. For over twelve years, I served as wage and hour amicus co-chair and liaison for the
7 California Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings on
8 wage and hour issues in the California Supreme Court and Courts of Appeal.

9 7. I have been engaged in the practice of labor and employment law since 2000, handling
10 well over 300 wage and hour class and PAGA actions and several individual labor cases. I have litigated
11 several types of employment actions, including complex ERISA employee welfare benefit plan cases, as
12 well as wage and hour class actions before Federal and State Courts in California. In 2014, I tried a wage
13 and hour class action involving claims for illegally deducted wages and unreimbursed expenses in the
14 matter of *Dilts v Penske Logistics LLC, Inc.* I successfully appealed the trial court ruling in *Dilts* finding state
15 laws preempted by the FAAAA for truck drivers.

16 8. I have participated in over 50 appellate cases and argued writs and appeals before several
17 California District Courts of Appeal, successfully arguing the landmark *Vaquero* appeal for plaintiffs in
18 the Second District Court of Appeal, *Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal.App5th 98 (requiring
19 employers separately pay commission sales employees for rest periods). As lead counsel in *Brinker*
20 *Restaurant Corp. v. Superior Court* [formerly reported at (2008) 165 Cal.App.4th 25], I argued before the
21 Fourth District Court of Appeal in May 2008 on transfer from the California Supreme Court, and co-
22 authored the briefing in the successful Supreme Court appeal. I have also argued federal appeals in the
23 Second, Third, and Ninth Circuit Courts of Appeals. In addition, I have drafted numerous appellate briefs
24 as the appellant, respondent, or amicus curiae in various employment class and individual actions. My
25 firm has successfully tried multiple class cases, obtained appellate reversals of class certification denials
26 (*Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and certified multiple consumer and wage and
27 hour class actions.

1 9. I have drafted amicus letters on a range of issues, primarily for the California Employment
2 Lawyers Association (CELA), supporting publication or depublication of Court of Appeal decisions. I
3 have been primarily responsible for dozens of wage and hour class actions, from drafting the complaint,
4 through discovery, dispositive motions, settlement, and settlement approval. I have also acted as lead
5 appellate counsel in the following class action and PAGA action cases: *Maldonado, et al. v. Fast Auto Loans,*
6 *Inc. dba RPM Lenders* (2021) 60 Cal. App. 5th 710 (2021); *Mondragon v. Santa Ana Healthcare & Wellness Ctr.,*
7 *LP* (September 29, 2021, B307872) [nonpub. opn.]

8 10. Partner Maggie Realin worked for a certified appellate law specialist in San Diego for five
9 years. Subsequently, she was an associate at a San Diego consumer class action firm, where she
10 represented consumers in class actions against large corporations, specifically in the area of deceptive
11 food labeling. Ms. Realin then joined an employment class action firm in 2013, where she focused on
12 representing employees in wage and hour class actions. On February 26, 2020, Ms. Realin was rated AV
13 Preeminent by Martindale Hubbell. In 2024, Ms. Realin joined Cohelan Khoury & Singer, where her
14 practice continues to focus on employee-side wage and hour class actions.

15 11. As a part of our overall firm philosophy lawyers perform community service and pro bono
16 work. Firm volunteer work includes service through the Legal Aid at Work, San Diego Volunteer Lawyer
17 Program, the San Diego County Bar Foundation, and Consumer Attorneys of San Diego. I have served
18 on the Legal Aid at Work Board of Directors since 2010. Mr. Cohelan served as the Chair of the San
19 Diego Volunteer Lawyers Program from 2015-2018, and currently sits on the Board as past Chair. He
20 completed 24 years of volunteer judicial service as a Judge Pro Tem of the San Diego Superior Court.
21 Partner Diana M. Khoury has been a member of the San Diego County Bar Association, Consumer
22 Attorneys of San Diego, and Consumer Attorneys of California, serving and chairing various committees
23 through the years for these organizations. Partner Maggie Realin has volunteered at the Legal Aid Society
24 of San Diego where she advised clients on preparing and filing civil restraining orders and answers to
25 unlawful detainer, for which she was awarded a Wiley B. Manuel Award for Pro Bono Legal Services in
26 2010. Partner Jeff Geraci is a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Our
27 firm's pro bono victories include a settlement which prohibits the City of San Diego from targeting
28 homeless people for illegal lodging tickets under Penal Code Section 467(j). (*Spencer v. City of San Diego,*

1 USDC Case No 04CV-2314 BEN (WMC).) The *Spencer* settlement had the effect of increasing the number
2 of available shelter beds in San Diego.

3 12. Cohelan Khoury & Singer has been certified Class Counsel in the following contested
4 proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court Case No. 00700810;
5 *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No. RG11580548; *Arellano, et*
6 *al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No.
7 BC500675; *BANK OF AMERICA WAGE AND HOUR EMPLOYMENT PRACTICES*
8 *LITIGATION*, United States District Court, District of Kansas MDL Case No. 2138 (FLSA Condition
9 Certification); *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California
10 Case No. 13CV1901; *Dilts, et al. v. Penske Logistics, L.L.C., et al.*, United States District Court, Southern
11 District of California Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court
12 of the Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*, Orange
13 County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United States District Court,
14 Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire Centers of California, Inc.*,
15 Sacramento County Superior Court Case No. 2007-30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle*
16 *Inventory Control Specialist and PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart Supermarkets San*
17 *Mateo County Superior* Case No. CIV530955; *Wilcox v Albertsons*, San Diego County Superior Court Case
18 No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County Register*, Orange
19 County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.*, United States District
20 Court, Southern District of California Case No. 10CV0672 (FLSA Conditional Certification); *Hicks v.*
21 *Kaufman and Broad Home Corp.*, Los Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v.*
22 *Brinker Restaurant Corporation, et al.*, San Diego County Superior Court Case No. GIC834348; *KEMP, et al.*
23 *v. CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY*
24 *MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et*
25 *al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central District of
26 California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San*
27 *Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady Children's Hospital-*
28 *San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic*

1 *Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior*
2 *Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*,
3 San Diego County Superior Court Case No. 37-2008-00083992; STEROID HORMONE PRODUCT
4 CASES, Los Angeles County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria*
5 *Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange
6 County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County
7 Superior Co Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District
8 Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles
9 County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, United States District
10 Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States
11 District Court, Southern District of California Case No. 10CV0634; and *Weigle v. FedEx Ground Package*
12 *System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among
13 others.

14 13. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively
15 commenced, prosecuted and concluded over 300 state and federal class and representative actions.

16 14. We are experienced and consider ourselves qualified to evaluate the claims and defenses
17 in this Action, and support the efficient resolution of the claims in this matter for a \$225,000 Gross
18 Settlement Amount with Defendant PFT Alexander, Inc. for a group of approximately 59 current and
19 former non-exempt employees who worked for Defendant in California between April 5, 2019 and July
20 30, 2024.

21 15. Members of my firm attended the mediation on May 1, 2024, with Kevin Banes, Esq., of
22 Kevin T. Barnes Mediation, an experienced wage and hour neutral. Following mediation, the parties
23 reached the settlement in principle, and executed a Memorandum of Understanding. The Parties then
24 negotiated and drafted the proposed Settlement Agreement and Release of Class Action presented for
25 preliminary approval, a true and correct copy of which is attached as **Exhibit A**.

26 16. On the same date the preliminary approval motion and its supporting documents are filed
27 with the Court, they will be served upon Defendant and provided to the LWDA via the LWDA's website.
28 Attached as **Exhibit B** is a true and correct copy of the LWDA confirmation of Receipt.

17. Plaintiff gave written consent to apportion fees between Class Counsel as follows: the Markham Law Firm shall receive 21% of the awarded attorneys' fees, and Cohelan, Khoury & Singer shall receive 79%.

18. I have no conflicts of interest with the class or with the class representative. I am not related to the representative Plaintiff. I do not represent opposing factions within the class in that all claims are predicated upon the same theories of liability and benefit all class members equally. In sum, I am well-suited to act as Class Counsel and will continue to vigorously represent the interests of the class.

19. As Cohelan Khoury & Singer has done since its entry into this matter, we will continue to fulfill our responsibility to the Plaintiff and the members of the class.

20. My firm fully endorses the terms and conditions of the proposed Settlement. We respectfully request that the Court grant preliminary approval of the Class and Representative Action Settlement, approve the proposed Class Notice, and set a date to conduct the final approval hearing.

I declare under the penalty of perjury under the laws of United States and the State of California that the foregoing is true and correct and that this declaration is executed on August 29, 2024, in San Diego, California.

Wendy Price

Michael D. Singer

EXHIBIT A

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Attorneys for Defendant
PFT ALEXANDER, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

CHETERRA YOUNG, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

PFT ALEXANDER, INC., a California
Corporation, and DOES 1 through 10,

Defendant.

CASE NO.: 23STCV07449

[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Kenneth R. Freeman, Dept. 14*

**SETTLEMENT AGREEMENT AND
RELEASE OF CLASS ACTION**

FAC Filed: June 12, 2023

Complaint Filed: April 5, 2023

Trial Date: Not Set

1 **SETTLEMENT AGREEMENT AND RELEASE OF CLASS ACTION**

2 This Settlement Agreement and Release of Class Action (“Settlement Agreement”) is
3 made and entered into by: **(1)** Plaintiff Cheterra Young (“Plaintiff”), individually and in her
4 representative capacity on behalf of the Settlement Class, as defined below, and as private
5 attorneys general on behalf of the State of California; and **(2)** Defendant PFT Alexander, Inc.
6 (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties.” This
7 Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of
8 Court, rule 3.769, subdivisions (c), (d), and (e), and is made for the sole purpose of attempting
9 to consummate settlement of the action on a class-wide and representative basis subject to the
10 following terms and conditions. As detailed below, if the Court does not enter an order granting
11 final approval of this Settlement Agreement or the conditions precedent are not met for any
12 reason, this Settlement Agreement is void and of no force or effect whatsoever.

13 **1. Definitions**

14 As used in this Settlement Agreement, the following terms shall have the meanings
15 specified below. To the extent terms or phrases used in this Settlement Agreement are not
16 specifically defined below, but are defined elsewhere in this Settlement Agreement, they are
17 incorporated by reference into this definition section.

18 *1.1. Action*

19 “Action” shall mean the following civil action: *Cheterra Young v. PFT Alexander, Inc.*,
20 case number 23STCV07449, currently pending before the Superior Court of the State of
21 California for the County of Los Angeles.

22 *1.2. Administrative Expenses*

23 “Administrative Expenses” shall include all costs and expenses associated with and paid
24 to the third-party settlement administrator, which are estimated at \$3,773.88.

25 *1.3. Claims*

26 “Claims” shall mean the claims asserted in the Action.
27
28

1 1.4. *Class Attorney Fees and Expenses*

2 “Class Attorney Fees and Expenses” shall mean the portion of the Gross Settlement
3 Amount attributable to attorney fees and litigation expenses. The Parties agree that the fee-
4 portion of the Class Attorney Fees and Expenses shall not exceed 33.33% of the Gross
5 Settlement Amount (i.e., \$75,000.00), as approved by the Court, plus reasonable costs not to
6 exceed \$7,500.00. These fees and costs will be included in the Gross Settlement Amount and
7 will be reported by the Settlement Administrator by means of an IRS Form 1099.

8 1.5. *Class Counsel*

9 “Class Counsel” shall mean David R. Markham and Lisa Brevard of The Markham Law
10 Firm and Isam C. Khoury, Michael D. Singer and Maggie K. Realin of Cohelan Khoury &
11 Singer.

12 1.6. *Class Member*

13 “Class Member” shall mean any person who is a prospective member of the Settlement
14 Class, or, if such person is incompetent or deceased, the person’s legal guardian, executor, heir,
15 or successor-in-interest.

16 1.7. *Class Notice*

17 “Class Notice” shall mean the *Notice of Proposed Class Action Settlement*, as set forth
18 in the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be
19 mailed to Class Members along with the Share Form, and instructions on how the Class
20 Members may exclude themselves from the settlement (as proposed by the Parties and
21 approved by the Court). In the event of any returned or non-deliverable notices, the settlement
22 administrator will make reasonable efforts to locate class members and re-send the Class
23 Notices.

24 1.8. *Class Participants*

25 “Class Participants” shall mean all Class Members who do not timely request exclusion
26 from the Class Settlement.

1 1.9. *Class Period*

2 The Settlement covers the period from April 5, 2019, through the date of the order
3 granting preliminary approval of this Settlement, or July 30, 2024, whichever is earlier (“the
4 Class Period”). The latter date shall be the treated as the Class Period End Date.

5 1.10. *Class Representative*

6 “Class Representative” shall mean Plaintiff Cheterra Young.

7 1.11. *Class Settlement*

8 “Class Settlement” shall mean the settlement embodied in this Settlement Agreement,
9 which is subject to Court approval.

10 1.12. *Complaint*

11 “Complaint” shall mean the operative First Amended Class and Representative Action
12 Complaint on file in the Action.

13 1.13. *Court*

14 “Court” shall mean the Superior Court of the State of California for the County of Los
15 Angeles.

16 1.14. *Defendant*

17 “Defendant” shall mean Defendant PFT Alexander, Inc.

18 1.15. *Defense Counsel*

19 “Defense Counsel” shall mean Philip J. Azzara and Anurita S. Varma of Fisher &
20 Phillips LLP.

21 1.16. *Effective Date*

22 “Effective Date” shall mean the date by when both of the following have occurred: (a)
23 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
24 Judgment is Final. “Final” means, if there are any objections to the Settlement, that the
25 Settlement has been finally approved by the Superior Court without material modification and
26 either (i) the day after the applicable deadline for seeking appellate review of the Court’s final
27 approval order has passed without a timely appeal or request for review having been filed; or
28 (ii) if a timely appeal from the final judgment is filed, the day after the appellate court affirms

1 the final judgment and issues a remittitur. If there are no objections to the Settlement, or if any
2 and all objections to the Settlement have been withdrawn by the time of the final approval
3 order, “Final” means the date that the Superior Court has entered its order granting final
4 approval of the Settlement.

5 *1.17. Employee’s Taxes and Required Withholding*

6 “Employee’s Taxes and Required Withholding” shall mean the employee’s share of any
7 and all applicable federal, state, or local payroll taxes, including those collected under authority
8 of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act
9 (FUTA), and/or the State Unemployment Tax Act (SUTA) on the portion of any Class
10 Participant’s Individual Settlement Amount that constitutes wages. The Employee’s Taxes and
11 Required Withholdings will be withheld from and paid out of the Individual Settlement
12 Amounts paid from the Net Settlement Amount.

13 *1.18. Employer’s Taxes*

14 “Employer’s Taxes” shall mean and refer to Defendant’s share of payroll taxes (e.g.,
15 Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes)
16 that is owed on the portion of any Class Participant’s Individual Settlement Amount that
17 constitutes wages. The Employer’s Taxes shall be separately paid by Defendant and shall not
18 be paid from the Gross Settlement Amount or Net Settlement Amount.

19 *1.19. Final Approval and Fairness Hearing*

20 “Final Approval and Fairness Hearing” shall mean the final hearing held to ascertain the
21 fairness, reasonableness, and adequacy of the Class Settlement.

22 *1.20. Gross Settlement Amount*

23 “Gross Settlement Amount” is the agreed upon non-reversionary settlement amount
24 totaling \$225,000.00 to be paid by Defendant in full settlement of the Released Claims asserted
25 in this case, inclusive of the Individual Settlement Amount, the Administrative Expenses, the
26 Employee’s Taxes and Required Withholdings, the Class Attorney Fees and Expenses, the
27 Incentive Award, and PAGA Payment. Defendant shall separately pay its share of the
28

1 Employer's Taxes in addition to the Gross Settlement Amount on the portion of each Individual
2 Settlement Amount allocated as wages.

3 *1.21. Hearing on Preliminary Approval*

4 "Hearing on Preliminary Approval" shall mean the hearing held on the motion for
5 preliminary approval of the Class Settlement.

6 *1.22. Incentive Award*

7 "Incentive Award" shall mean any additional monetary payment provided to the Class
8 Representative for her efforts and risks on behalf of the Settlement Class in this Action and
9 general releases provided as set forth below.

10 *1.23. Individual Settlement Amount*

11 "Individual Settlement Amount" shall mean the amount which is ultimately distributed
12 to each Class Participant, less any Employee's Taxes and Required Withholdings. The
13 Individual Settlement Amount does not include any portion of the PAGA Payment.

14 *1.24. Net Settlement Amount*

15 "Net Settlement Amount" shall mean the Gross Settlement Amount minus:
16 Administrative Expenses; Class Attorney Fees and Expenses; 75% of the share of the Gross
17 Settlement Amount allocated toward penalties pursuant to the Labor Code Private Attorneys
18 General Act of 2004 ("PAGA"), codified at Labor Code sections 2698 through 2699.6, which
19 are payable to the California Labor and Workforce Development Agency ("LWDA"); and
20 Plaintiff's Incentive Award.

21 *1.25. Opt Out*

22 "Opt Out" shall refer to the process of submitting a timely and valid request for
23 exclusion from the Class Settlement in accordance with the terms of the Class Notice and no
24 later than the Response Deadline.

25 *1.26. Opt-Outs*

26 "Opt-Outs" shall mean all persons who timely and validly request exclusion from the
27 Class Settlement in accordance with the terms of the Class Notice and no later than the
28 Response Deadline.

1.27. *PAGA Payment*

“PAGA Payment” means the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is \$11,250.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$8,437.50) to the LWDA and twenty-five percent (25%) (i.e., \$2,812.50) to the PAGA Settlement Class. Class Counsel shall give timely notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699, subdivision (l)(2).

1.28. *PAGA Period*

For purposes of resolving PAGA claims in the Lawsuit, this Settlement covers the period from April 5, 2022, through the through the date of the order granting preliminary approval of this Settlement, or July 30, 2024, whichever is earlier (“the PAGA Period.”). The latter date shall be the treated as the PAGA Period End Date.

1.29. *PAGA Settlement Class*

“PAGA Settlement Class” shall mean all individuals who are or were employed by Defendant as non-exempt employees in California during the PAGA Period.

1.30. *Parties*

“Parties” shall mean Plaintiff and Defendant.

1.31. *Plaintiff*

“Plaintiff” shall mean Plaintiff Cheterra Young.

1.32. *Preliminary Approval Date*

“Preliminary Approval Date” shall mean the date upon which the Court enters an order preliminarily approving this Settlement Agreement.

1.33. *Released Claims*

Plaintiff, the Participating Class Members, Class Counsel, the LWDA and the PAGA-Eligible Employees will release claims against all Released Parties as follows:

Plaintiff and the Participating Class Members will release and discharge Defendant, and any of its former and present parents, corporate members, subsidiaries, divisions, and affiliated

1 companies, and their respective officers, directors, employees, partners, shareholders, agents,
2 insurers, successors, assigns, and legal representatives (“the Released Parties”) from any and all
3 claims, rights, demands, liabilities, and causes of action of every nature and description, arising
4 from April 5, 2019 through the Class Period End Date, including statutory, contractual, or
5 common law claims for wages, damages, penalties, liquidated damages, interest, attorneys’
6 fees, litigation costs, restitution, or equitable relief – whether asserted under the California
7 Labor Code, Business and Professions Code §§ 17200 et seq., the applicable wage orders at
8 California Code of Regulations, Title 8, Section 11000 et seq., or otherwise – that were or
9 could have been alleged based on the factual allegations in Plaintiff’s operative Complaint
10 herein, including but not limited to: (a) any and all claims for failure to provide meal periods
11 and/or to pay meal premiums in lieu thereof as required under Labor Code sections 512 and
12 226.7; (b) any and all claims for failure to authorize and permit rest breaks and/or to pay rest
13 break premiums in lieu thereof as required under Labor Code section 226.7; (c) any and all
14 claims for unpaid overtime, minimum wages or regular wages, including but not limited to
15 claims alleging failure to pay for “off the clock” work, and/or failure to pay overtime under
16 Labor Code sections 510(a), 1194, 1197 and 1198; (d) any and all claims for failure to keep
17 accurate payroll records under Labor Code section 1174; (e) any and all derivative claims
18 arising from the claims listed above in subparagraphs (a) through (d) for failure to furnish
19 accurate itemized wage statements in accordance with Labor Code section 226, and including
20 any associated claims for penalties under Labor Code section 226(e); (f) any and all derivative
21 claims arising from the claims listed above in subparagraphs (a) through (d) for failure to
22 provide wages when due upon separation of employment under Labor Code sections 201-203;
23 (g) any and all claims for violation of the Unfair Competition Law (Bus. & Prof. Code § 17200
24 et seq.), and (h) any and all claims for attorneys’ fees and costs.

25 Plaintiff and the LWDA, acting on behalf of the PAGA-Eligible Employees, regardless
26 of whether they choose to exclude themselves from the class Settlement from any and all
27 claims, rights, demands, liabilities, and causes of action of every nature and description, from
28 April 5, 2022, through the PAGA Period End Date, arising out of the California Private

1 Attorneys General Act of 2004, Labor Code §§2698 et seq., based on any of the underlying
2 claims and factual allegations that were alleged, or reasonably could have been alleged in
3 Plaintiff's operative Complaint and/or in Plaintiff's PAGA notice submitted to the LWDA,
4 including but not limited to claims for: (a) failure to pay minimum, regular and overtime
5 wages, including but not limited to claims alleging failure to pay for "off the clock" work
6 and/or failure to pay overtime; (b) failure to provide lawful meal periods and/or failure to pay
7 meal premiums in lieu thereof; (c) failure to authorize and permit rest breaks and/or failure to
8 pay rest break premiums in lieu thereof; (d) failure to timely pay wages during employment; (e)
9 failure to timely pay wages owed upon separation from employment; (f) failure to keep
10 accurate payroll records; (g) failure to provide accurate, itemized wage statements and/or to
11 comply with applicable recordkeeping requirements; (h) violation of the Unfair Competition
12 Law (Bus. & Prof. Code § 17200 et seq.); and (i) any and all claims for attorneys' fees, costs
13 and prejudgment interest. ("PAGA-Eligible Employees' Released Claims"). It is the intent of
14 the Parties that, to the fullest extent permitted by law, the PAGA-Eligible Employees will be
15 deemed to have released all such PAGA claims arising during the PAGA Period.

16 Plaintiff will execute a contingent general release of all known and unknown claims she
17 may have against Defendant and the other Released Parties referenced above, including a
18 waiver under Civil Code section 1542.

19 No other claims are released other than those claims specifically pled in the Complaint
20 or otherwise specifically identified herein. This Settlement Agreement will not release any
21 person, party, or entity from claims, if any, by Class Members for workers compensation,
22 unemployment, or disability benefits of any nature. Nor does it release any claims, actions, or
23 causes of action which may be possessed by Class Members under state or federal
24 discrimination statutes, including, without limitation, the California Fair Employment and
25 Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code, § 51); the
26 California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.);
27 the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement
28

Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and interpretive guidelines.

1.34. Released Parties

“Released Parties” shall mean Defendant and any of its former and present parents, corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, insurers, successors, assigns, and legal representatives.

1.35. Releasing Parties

“Releasing Parties” shall mean every Class Participant and all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity. “Releasing Parties” shall also include Plaintiff, the Participating Class Members, Class Counsel, the LWDA and the PAGA-Eligible Employees.

1.36. Response Deadline

“Response Deadline” shall mean the date sixty (60) days following the date on which the Settlement Administrator first mails Class Notice to the Class Members and the last day on which Class Members may submit a request for exclusion and/or objection to Class Settlement and/or dispute the number of workweeks worked provided in the Class Notice and/or Share Form. Should the Class Notice be re-mailed as provided in this Settlement Agreement, the Response Deadline will be extended an additional fifteen (15) calendar days from the date of re-mailing, even if this results in an extension of the otherwise-applicable 60-day Response Deadline.

1.37. Settlement Administrator

“Settlement Administrator” shall mean Phoenix Settlement Administrators (or other administrator agreed on by the parties) which the Parties have agreed will be responsible for administration of the Class Settlement and related matters.

1.38. *Settlement Class*

“Settlement Class” shall mean all individuals who are or were employed by Defendant as non-exempt employees in California during the Class Period.

1.39. *Share Form*

“Share Form” shall mean the *Class Action Settlement Share Form*, as set forth in the form of **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members along with the Class Notice.

2. Factual and Procedural Background

2.1. *Plaintiff’s Claims*

Plaintiff, individually and in her representative capacity on behalf of the Settlement Class, and as a private attorney general on behalf of the State of California, has alleged the following violations: **(1)** failure to pay regular and/or overtime wages; **(2)** failure to provide meal periods; **(3)** failure to provide rest periods; **(4)** failure to furnish timely and accurate wage statements; **(5)** failure to keep accurate payroll records; **(6)** failure to pay all wages due upon termination; **(7)** Violation of California’s Unfair Competition Law (“UCL”), Bus. & Prof. Code, § 17200 et seq.; and **(8)** Violation of Private Attorneys General Act (PAGA) (Lab. Code § 2699, et seq.).

2.2. *Discovery, Investigation, Research, and Mediation*

Class Counsel has conducted significant informal discovery during the prosecution of the Action. This discovery, investigation, and prosecution has included, among other things, **(a)** numerous telephonic conferences with Plaintiff; **(b)** inspection and analysis of documents and other information produced by Plaintiff and Defendant; **(c)** analysis of employment data from a sample of Class Members; **(d)** analysis of the legal positions taken by Defendant; **(e)** investigation into the viability of class treatment of the claims asserted in the Action; **(f)** analysis of potential class-wide damages, including information sufficient to understand Defendant’s potential defenses to Plaintiff’s claims; **(g)** research of the applicable law with respect to the claims asserted in the Complaint and the potential defenses thereto; and **(h)** assembly and analysis of data for calculating damages.

1 The Parties have engaged in sufficient investigation to assess the relative merits of the
2 claims of the Class Representative and of the defenses to them. After such investigation and
3 prosecution, the Parties attended mediation with an experienced employment law mediator,
4 which culminated in a settlement in principle, the terms of which are elaborated in this
5 Settlement Agreement.

6 2.3. *Allegations of the Class Representative and Benefits of Class Settlement*

7 The document and data exchange in this matter, as well as discussions between counsel,
8 have been adequate to give the Class Representative and Class Counsel a sound understanding
9 of the merits of their positions and to evaluate the value of the claims of the Settlement Class.
10 The informal discovery conducted in this Action and the information exchanged by the Parties
11 through pre-mediation discussions are sufficient to reliably assess the merits of the Parties'
12 respective positions and to compromise the issues on a fair and equitable basis.

13 The Class Representative and Class Counsel believe that the claims, causes of action,
14 allegations, and contentions asserted in the Action have merit. However, the Class
15 Representative and Class Counsel recognize and acknowledge the expense and delay of
16 continued lengthy proceedings necessary to prosecute the Action against Defendant through
17 trial and through appeals. Class Counsel has taken into account the uncertain outcome of the
18 litigation, the risk of continued litigation in complex actions such as this, as well as the
19 difficulties and delays inherent in such litigation, and the potential difficulty of obtaining
20 certification of the Settlement Class as well as trying the claims of the class. Class Counsel is
21 mindful of the potential problems of proof under, and possible defenses to, the claims alleged
22 in the Action.

23 The Class Representative and Class Counsel believe that the settlement set forth in this
24 Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class and
25 that an independent review of this Settlement Agreement by the Court in the approval process
26 will confirm this conclusion. Based on their own independent investigation and evaluation,
27 Class Counsel has determined that the settlement set forth in this Settlement Agreement is in
28 the best interests of Plaintiff and the Class Members.

1 2.4. *Defendant's Denials of Wrongdoing and Liability*

2 Defendant has denied and continues to deny all allegations, claims, and contentions
3 alleged by Plaintiff in the Action. Defendant has expressly denied and continues to deny all
4 charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts,
5 or omissions alleged in the Action. Defendant contends that it complied with California and
6 federal wage and hour laws and has dealt legally and fairly with Plaintiff and the Class
7 Members.

8 Defendant further denies that, for any purpose other than settling this Action, these
9 claims are appropriate for class or representative treatment. Nonetheless, Defendant has
10 concluded that further proceedings in the Action would be protracted and expensive and that it
11 is desirable that the Action be fully and finally settled in the manner and upon the terms and
12 conditions set forth in this Settlement Agreement to dispose of burdensome and protracted
13 litigation, to permit the operation of Defendant's respective businesses without further
14 expensive litigation and the distraction and diversion of their personnel with respect to matters
15 at issue in the Action. Defendant has also taken into account the uncertainty and risks inherent
16 in any litigation, especially in complex cases such as the Action. Defendant has, therefore,
17 determined that it is desirable and beneficial to it that the Action be settled in the manner and
18 upon the terms and conditions set forth in this Settlement Agreement.

19 2.5. *Intent of the Class Settlement*

20 The Class Settlement set forth herein intends to achieve the following: **(1)** entry of an
21 order approving the Class Settlement; **(2)** entry of judgment of the Action; **(3)** discharge of the
22 Released Parties from liability for any and all of the Released Claims; **(4)** discharge of
23 Defendant from liability for any and all claims arising out of the Action; and **(5)** consummation
24 of the Settlement.

25 **3. Conditional Certification of the Settlement Class**

26 For the purposes of this Settlement Agreement and the Class Settlement of this Action
27 only, the Parties agree to conditional class certification of the Settlement Class. Defense
28 Counsel believes this conditional certification is appropriate because the Released Claims are

1 being compromised without need to establish the elements of those claims on which liability
2 turns. The certification of the Settlement Class shall not constitute, in this or any other
3 proceeding, an admission of any kind by Defendant, including without limitation, that
4 certification of a class for trial purposes is or would be warranted, appropriate or proper; or that
5 Plaintiff could establish any of the requisite elements for class treatment of any of the claims in
6 the Action.

7 If the Settlement Agreement is not finally approved by the Court, the Effective Date is
8 not achieved, or the Class Settlement is rejected, terminated, or otherwise rendered null and
9 void as set forth herein, then certification of the Settlement Class shall be automatically
10 vacated, shall be void *ab initio*, of no force or effect, and shall not constitute evidence or a
11 binding determination that the requirements for certification of a class for trial purposes in this
12 Action or in any other action which have been, are or can be, satisfied. Further, if the
13 Agreement does not reach the Effective Date, Plaintiff agrees that Plaintiff will not argue,
14 claim, reference, or otherwise raise any preliminary approval of the Settlement Class in
15 connection with any later proceeding before the Court.

16 **4. Appointment of Class Counsel**

17 For purposes of this Settlement Agreement and subject to the Court's approval, the
18 Parties agree to the appointment of Class Counsel as counsel for the Settlement Class and the
19 effectuation of the Class Settlement pursuant to this Settlement Agreement.

20 **5. Consideration**

21 *5.1. Settlement Amount*

22 The Parties agree to settle this Action for the Gross Settlement Amount of \$225,000.00.
23 There shall be no reversion to Defendant, and no claim process to participate in the Settlement.
24 Defendant shall pay the Gross Settlement Amount in full. The Gross Settlement Amount and
25 other actions and forbearances taken by Defendant shall constitute adequate consideration for
26 the Class Settlement and will be made in full and final settlement of: the Released Claims, the
27 Class Attorney Fees and Expenses, Administrative Expenses, the Incentive Award, the PAGA
28 Payment (and any payments to individual PAGA Class Members resulting from the PAGA

1 Payment), and any other obligation of Defendant under this Settlement Agreement (other than
2 the Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of
3 wages).

4 After the Court issues an order preliminarily approving this Class Settlement, the
5 Settlement Administrator will distribute the Class Notice to the Class Members, which shall
6 describe the terms of the Class Settlement and procedures to Opt Out, object, or participate in
7 the Class Settlement as well as the Share Form, which shall identify the Class Member, the
8 number of workweeks worked by each Class Member ("Workweeks"), as well as the estimated
9 amount of the Individual Settlement Amount the Class Member can expect to receive once the
10 Class Settlement becomes effective on the Effective Date. Class Members shall be given the
11 opportunity to challenge their Workweeks information.

12 5.2. *Incentive Award for Plaintiff*

13 Plaintiff may petition the Court to approve Incentive Award in an amount up to
14 \$10,000.00 for Cheterra Young to acknowledge her efforts on behalf of the Settlement Class in
15 this Action, including assisting in the investigation and consulting with Class Counsel and
16 providing crucial documents to Class Counsel. Defendant shall not oppose any request by
17 Plaintiff of Incentive Award in such an amount. Any Incentive Award approved by the Court
18 shall be paid to Plaintiff from the Gross Settlement Amount and shall be in addition to any
19 distribution to which she may otherwise be entitled as a Class Participant. Any Incentive
20 Award approved by the Court shall not be considered wages, and the Settlement Administrator
21 shall issue to Plaintiff an IRS Form 1099 reflecting such payment. Plaintiff shall be responsible
22 for the payment of all taxes with respect to any Incentive Award approved by the Court and
23 shall hold Defendant harmless from all liability with regard thereto.

24 5.3. *Payment to Class Participants*

25 Each Class Participant shall be eligible to receive payment of the Individual Settlement
26 Amount, which is a share of the Net Settlement Amount based on the pro rata number of weeks
27 worked by the Class Members during the Class Period as a proportion of all weeks worked by
28 all Class Members. Each Class Participant, including Plaintiff, shall be responsible for the

1 payment of the Employee's Taxes and Required Withholding with respect to his or her
2 Individual Settlement Amount and shall hold Defendant harmless from any and all liability
3 with regard thereto.

4 *5.4. Payment to PAGA Settlement Class*

5 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the
6 PAGA Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the
7 Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included
8 in the Action, which is \$11,250.00. The PAGA Payment must be approved by the Court
9 pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent
10 (75%) (i.e., \$8,347.50) to the LWDA and twenty-five percent (25%) (i.e., \$2,812.50) to the
11 PAGA Settlement Class. The portion of the PAGA Payment allocated to the PAGA Settlement
12 Class shall be distributed to the PAGA Settlement Class based on the pro rata number of pay
13 periods worked by each particular PAGA Settlement Class member during the PAGA Period as
14 a proportion of all pay periods worked by all members of the PAGA Settlement Class. The
15 Class Notice will advise PAGA Settlement Class members that they cannot opt out of the
16 PAGA Settlement.

17 *5.5. Tax Treatment and Payment*

18 For the purpose of calculating Employee's Taxes and Required Withholding for the
19 Individual Settlement Amounts for Class Participants (including any payments to the Class
20 Representatives but exclusive of their Incentive Award), the Parties agree that 20% of each
21 Individual Settlement Amount shall constitute payment in the form of wages (and each Class
22 Participant will be issued an IRS Form W-2 for such payment to him or her), and 80% of each
23 Individual Settlement Amount shall constitute penalties and interest (and each Class Participant
24 will be issued an IRS Form 1099 for such payment to him or her). Prior to final distribution, the
25 Settlement Administrator shall calculate the total Employee's Taxes and Required Withholding
26 due as a result of the wage portion of Class Participants' anticipated Individual Settlement
27 Amounts and such actual amount will be deducted from the Net Settlement Amount.
28 Additionally, prior to the funding of the Gross Settlement Amount and final distribution, the

1 Settlement Administrator shall calculate the total Employer's Taxes due on the wage portion of
2 the Class Participants' Individual Settlement Amounts and issue instructions to Defendant to
3 separately fund these tax obligations/withholdings. The Parties understand that Plaintiff and the
4 Class Participants who receive any payment pursuant to this Settlement Agreement shall be
5 solely responsible for all other individual tax obligations.

6 With respect to the PAGA Payment and any payments made to individual members of
7 the PAGA Settlement Class, all such payments shall be treated as payments owing for penalties
8 and interest thereon and shall not be considered wages. The Settlement Administrator shall
9 issue to members of the PAGA Settlement Class an IRS Form 1099 reflecting such payment.
10 Members of the PAGA Settlement Class shall be solely responsible for the payment of all taxes
11 with respect to any PAGA payments made to them.

12 *5.6. No Effect on Employee Benefit Plans*

13 Neither the Class Settlement nor any amounts paid under the Class Settlement will
14 modify any previously credited hours, days, or weeks of service under any employee benefit
15 plan, 401(k) plans, pension plans, bonus plans, or any other Defendant-sponsored plans or
16 benefits. Such amounts will not form the basis for additional contributions to, benefits under, or
17 any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus
18 programs. The payments made under the terms of this Settlement Agreement shall not be
19 applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any
20 other form of compensation for the purposes of any of Defendant's benefit plan, policy, or
21 bonus program. Defendant retains the right to modify the language of its benefits plans,
22 policies, and bonus programs to reflect this intent and to make clear that any amounts paid
23 pursuant to this Settlement Agreement are not for "weeks worked," "weeks paid," "weeks of
24 service," or any similar measuring term as defined by applicable plans, policies, and bonus
25 programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that
26 additional contributions or benefits are not required by this Settlement Agreement. Defendant
27 does not consider the Class Settlement payments "compensation" for purposes of determining
28

1 eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs, or any
2 other plan sponsored by Defendant.

3 *5.7. Class Attorney Fees and Expenses*

4 As part of the motion for final approval of the Class Settlement, Class Counsel may
5 apply for an award of Class Attorney Fees and Expenses with the fee portion not to exceed
6 33.33% of the Gross Settlement Amount (i.e., \$75,000.00) and the award of costs and expenses
7 up to an additional \$7,500.00.

8 As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in
9 the manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the
10 Court shall be paid from the Gross Settlement Amount prior to arriving at the Net Settlement
11 Amount and shall not constitute payment to any Class Members. If Class Counsel voluntarily
12 reduces the request for Class Attorney Fees and Expenses or the Court's award of Class
13 Attorney Fees and Expenses is less than set forth above, the Net Settlement Amount shall be
14 recalculated to reflect the actual Class Attorney Fees and Expenses awarded.

15 The Class Attorney Fees and Expenses approved by the Court shall reflect: **(a)** all work
16 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
17 represent the Settlement Class through the date of this Settlement Agreement; **(b)** all work to be
18 performed and costs to be incurred in connection with approval by the Court of the Class
19 Settlement; **(c)** all work to be performed and costs and expenses, if any, incurred in connection
20 with administering the Class Settlement through the Effective Date ; and **(d)** may be based on
21 the "catalyst theory" and/or the "common fund doctrine" and/or the "lodestar theory."

22 **6. Settlement Administration**

23 *6.1. Costs and Expenses*

24 All costs and expenses due to the Settlement Administrator in connection with its
25 administration of the Class Settlement, including, but not limited to, providing the Class
26 Notice, locating Class Members, processing Opt Out requests and objections, distributing the
27 portion of the PAGA Payment payable to the LWDA, distributing the portion of the PAGA
28 Payment payable to the members of the PAGA Settlement Class, and calculating, administering

1 and distributing Individual Settlement Amounts to the Class Participants and related tax forms,
2 shall be paid from the Gross Settlement Amount, and is estimated at \$3,773.88.

3 *6.2. Payment by Defendant*

4 Defendant shall deposit the Gross Settlement Amount in a lump sum payment plus the
5 employer-side payroll taxes to the Settlement Administrator within fourteen (14) calendar days
6 of the Effective Date. In no event shall Defendant be obligated to pay or deposit with the
7 Settlement Administrator more than \$225,000.00 plus the Employer's Taxes, except where the
8 Escalator Provision is triggered.

9 **7. Notice to Class Members and Claims Administration Process**

10 *7.1. The Settlement Administrator*

11 The Settlement Administrator will be responsible for: mailing the Class Notice and
12 Share Form (**Exhibit 1** and **Exhibit 2**, respectively) to Class Members; posting notice of entry
13 of final order and judgment certifying the Class Settlement and approving this Settlement
14 Agreement; handling inquiries from Class Members concerning the Class Notice; setting up
15 and maintaining a settlement website where Settlement-related pleadings will be posted;
16 determining Individual Settlement Amounts; determining individual payments to members of
17 the PAGA Settlement Class; maintaining the settlement funds in an appropriate interest-bearing
18 account; preparing, administering, and distributing Individual Settlement Amounts to Class
19 Participants; preparing, administering, and distributing individual payments to members of the
20 PAGA Settlement Class; distributing the portion of the PAGA Payment payable to the LWDA;
21 issuing a final report and performing such other duties as the Parties may direct. Additionally,
22 the Settlement Administrator will handle all tax document preparation and reporting, including
23 state and federal tax forms, if any.

24 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel
25 and Defense Counsel with summary information updating them as to the number of validated
26 and timely objections and Opt Out requests. The Settlement Administrator will notify the
27 Parties of the number of valid requests to opt out and objections no later than fourteen (14)
28 days after the deadline for submissions of elections not to participate. The Settlement

1 Administrator will provide Class Counsel with proof of mailing of the Class Notice, without
2 listing individual Class Member names which the Settlement Administrator will file with the
3 Court at the time Class Counsel files its motion in support of the Court's Final Approval and
4 Fairness Hearing. No party will encourage any class member to opt out of the Settlement. The
5 PAGA-Eligible Employees shall have no right to exclude themselves from the Settlement of
6 the PAGA claims herein if the Settlement is granted final approval by the Court.

7 No later than thirty (30) calendar days prior to the Final Approval and Fairness Hearing,
8 the Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a
9 report with summary information regarding: **(a)** the total amount of final Individual Settlement
10 Amounts of each Class Participant, without any identifying personal information; **(b)** the
11 number of Class Participants to receive such payments, and **(c)** the final number of Opt-Outs
12 and objections.

13 Administrative Expenses are not anticipated to exceed \$3,773.88. Prior to the
14 calculation and distribution of the Individual Settlement Amounts, the Settlement
15 Administrator shall calculate the total Administrative Expenses through the conclusion of their
16 services and such actual amount will be deducted from the Gross Settlement Amount prior to
17 the final calculation of the Individual Settlement Amounts.

18 7.2. *Notice to Class Members*

19 Notice shall be provided to Class Members in the following manner: Within twenty-one
20 (21) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement
21 Administrator with the names, last known addresses and telephone numbers, and social security
22 numbers of the class members along with data indicating the number of workweeks or pay
23 periods worked by each class member during the relevant class period, as reflected in
24 Defendant's records (the "Database"). The Database shall be marked "Confidential –
25 Settlement Administrator's Eyes Only." Class Counsel shall not receive a copy of this list.

26 Within fourteen (14) calendar days after receiving the class member information from
27 Defendant, the Settlement Administrator shall send each Class Member the Class Notice, along
28 with instructions on how the class members may exclude themselves from the settlement (as

1 proposed by the Parties and approved by the Court), via first-class, United States mail. First,
2 the Settlement Administrator will run a check of the Class Members' addresses against those
3 contained in the USPS's National Change of Address database, and take any appropriate steps
4 to validate the correctness of the addresses provided by the Defendant. The Class Notice shall
5 contain an easily-understood statement alerting the Class Members that, unless they elect to
6 Opt Out of the Class Settlement, the Class Member is releasing and waiving all Released
7 Claims against the Released Parties.

8 The Class Notice will inform Class Members of their estimated share of the settlement
9 and the number of workweeks they worked during the Class Period. Class Members may
10 dispute their workweeks if they believe they worked more weeks in the Class Period than
11 Defendant's records show by submitting information to the Settlement Administrator no later
12 than sixty (60) days after being mailed the Class Notice and Share Form by the Settlement
13 Administrator, which is the defined Response Deadline.

14 The Settlement Administrator will jointly work with Plaintiff and Defendant to resolve
15 the dispute in good faith. If Plaintiff and Defendant cannot agree over the workweeks to be
16 credited, the Settlement Administrator shall make the final decision based on the information
17 presented by the Class Member and Defendant, subject to final resolution by the Court, if
18 necessary. In the event of such a dispute, Defendant's records will be deemed to have a
19 rebuttable presumption of correctness. Prior to any resort to the Court, counsel for the Parties
20 will confer in good faith in an attempt to resolve the dispute.

21 7.3. *Opt Out Procedure*

22 Class Members who do not timely Opt Out of the Class Settlement will be deemed to
23 participate in the Class Settlement and shall become Class Participants without having to
24 submit a claim form or take any other action. To Opt Out of the Class Settlement, the Class
25 Member must submit a letter or postcard to the Settlement Administrator by the Response
26 Deadline. The Opt Out request must state the Class Member's name, address, telephone
27 number, and signature. The Opt Out request should state something to the effect of:

1 “I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
2 *CHETERRA YOUNG, ET AL. V. PFT ALEXANDER, INC.* LAWSUIT. I
3 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
4 SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE
5 CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE
6 RELEASING ANY CLAIMS I MIGHT HAVE.”

7
8 Any Opt Out request that is not postmarked by the Response Deadline will be invalid. If
9 prior to the Response Deadline any Class Notice mailed to a Class Member is returned as
10 having been undelivered by the United States Postal Service, the Settlement Administrator shall
11 perform a skip trace search and seek an address correction for such Class Members, and a
12 second Class Notice will be sent to any new or different address obtained within five (5)
13 calendar days of receipt of the returned Class Notice by the Settlement Administrator, assuming
14 another mailing address is identified by the Settlement Administrator.

15 It will be presumed that, if an envelope containing the Class Notice has not been
16 returned within thirty (30) calendar days of the mailing, the Class Member received the Class
17 Notice. At least twenty-one (21) calendar days prior to the Final Approval and Fairness
18 Hearing, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a
19 Declaration of Due Diligence and Proof of Mailing with regard to the mailing of the Class
20 Notice and its attempts to locate Class Members. The declaration shall specify the number of
21 Class Members to whom the Class Notice was sent and the number of Class Members to whom
22 the Class Notice was not delivered, as well as information relating to the number of Opt-Outs
23 and objectors. Class Counsel shall file this declaration with the Court.

24 If the Settlement Administrator determines that an Opt Out request returned by a Class
25 Member before the Response Deadline is deficient, then the Settlement Administrator shall
26 mail a deficiency letter to that Class Member identifying the problem. If a Class Member
27 submits both a dispute and an Opt Out request, the Settlement Administrator shall make
28 reasonable attempts to clarify as if the Opt Out request were deficient. If the Class Member

1 fails to cure the deficiency, the Opt Out request shall be disregarded and the claim will be paid,
2 and the Class Member will become bound by the judgment.

3 Class Participants will be bound by the Release of Released Claims set forth in the
4 definition of “Released Claims” provided in this Settlement Agreement.

5 A request to Opt Out of the Class Settlement shall ***not*** serve to exclude the Class
6 Member from participation in the PAGA Settlement Class. Opt-Outs shall still be entitled to
7 their share of the PAGA Payment. Class Members who are also members of the PAGA
8 Settlement Class shall have no right or ability to opt out of the portion of this Settlement
9 Agreement releasing PAGA claims.

10 7.4. *Objection Procedure*

11 The Class Notice shall inform the Class Members of their right to object to the Class
12 Settlement if they do not Opt Out. Any Class Participants who wish to object to the Class
13 Settlement may submit a written objection to the Settlement Administrator no later than the
14 Response Deadline. Only Class Participants may object to the Settlement. The objection should
15 include the case name and number and must set forth, in clear and concise terms, a statement of
16 the reasons why the objector believes that the Court should find that the proposed Class
17 Settlement is not in the best interest of the Settlement Class and the reasons why the Class
18 Settlement should not be approved, including the legal and factual arguments supporting the
19 objection. If an objector also wishes to appear at the Final Approval and Fairness Hearing, in
20 person or through an attorney retained at his/her expense, they may do so. The Settlement
21 Administrator will promptly serve copies of any objection or notice of intention to appear on
22 Class Counsel and Defense Counsel. Class Members wishing to make an objection may appear
23 at the Final Approval and Fairness Hearing, either in person or through a lawyer retained at
24 their own expense, whether or not they had submitted a prior written objection as specified in
25 this section. Class Counsel and/or Defense Counsel may file responses to any properly filed
26 objections at least five (5) court days before the Final Approval and Fairness Hearing. The
27 Settlement Administrator will give notice to any objecting party of any continuance of the Final
28 Approval and Fairness Hearing.

1 If ten percent (10%) or more of the members of the Settlement Class timely request to
2 opt out of the Settlement, Defendant will have the right to rescind the Settlement, in which case
3 the Settlement and all actions taken in its furtherance will be null and void. Defendant must
4 exercise this right within fourteen (14) calendar days after the Settlement Administrator notifies
5 the Parties of the number of valid requests to opt out.

6 *7.5. Notice of Final Judgment*

7 Within seven (7) calendar days after the Court has held a Final and Fairness Approval
8 Hearing and entered a final order certifying the Class for settlement purposes only and
9 approving the Class Settlement, the Settlement Administrator will give notice of judgment to
10 Class Members pursuant to rule 3.771(b) of the California Rules of Court, by posting a copy of
11 said order and final judgment on its website at a web address to be included in the Class Notice.

12 **8. Class Settlement Funding and Distribution**

13 *8.1. Allocation of the Gross Settlement Amount*

14 The claims of all Class Members are settled for the Gross Settlement Amount of
15 \$225,000.00, which will be allocated as follows:

- 16 1. The Administrative Expenses, estimated at \$3,773.88;
- 17 2. Class Counsel's attorney fees not to exceed \$75,000.00;
- 18 3. Class Counsel's litigation costs and expenses not to exceed \$7,500.00;
- 19 4. The Incentive Award, not to exceed \$10,000.00; and
- 20 5. PAGA Payment to LWDA of \$8,437.50.

21 For purposes of calculating the estimated Individual Settlement Amounts, the
22 Settlement Administrator shall calculate the estimated Net Settlement Amount based on the
23 estimated values provided above prior to sending Notice to the Class Members. Prior to final
24 distribution, the Settlement Administrator shall recalculate the final Net Settlement Amount
25 based on the actual values of the amounts in each category.

26 *8.2. Calculation of the Individual Settlement Amounts for Class Participants*

27 Individual Settlement Amounts to be paid to Class Participants shall be paid from the
28 Net Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata

1 based on the proportional number of weeks worked by each Class Member during the Class
2 Period.

3 Defendant will provide the Settlement Administrator with any information reasonably
4 necessary to perform the calculation of number of workweeks for each Class Member, and any
5 other reasonably required information the Settlement Administrator requests to perform the
6 calculations required under this Settlement Agreement. Defendant shall have no responsibility
7 for deciding the validity of the Individual Settlement Amounts or any other payments made
8 pursuant to this Settlement Agreement, shall have no involvement in or responsibility for the
9 determination or payment of Employee's Taxes and Required Withholding, and shall have no
10 liability for any errors made with respect to such Employee's Taxes and Required Withholding.
11 Although the Settlement Administrator will calculate and pay the standard Employee's Taxes
12 and Required Withholding on the portion of the Individual Settlement Amounts constituting
13 wages on their behalf, Plaintiff and Class Participants represent and understand that they shall
14 be solely responsible for any and all tax obligation associated with their respective Individual
15 Settlement Amounts and Incentive Awards.

16 *8.3. Calculation of the Payments for Individual Members of the PAGA*
17 *Settlement Class*

18 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the
19 PAGA Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the
20 Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included
21 in the Action, which is \$11,250.00. The PAGA Payment is to be approved by the Court
22 pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent
23 (75%) (i.e., \$8,437.50) to the LWDA and twenty-five percent (25%) (i.e., \$2,812.50) to the
24 PAGA Settlement Class.

25 The portion of the PAGA Payment allocated to the PAGA Settlement Class shall be
26 distributed to the PAGA Settlement Class based on the pro rata number of pay periods worked
27 by each particular PAGA Settlement Class member during the PAGA Period as a proportion of
28 all pay periods worked by all PAGA Settlement Class members during the PAGA Period.

1 PAGA Payment to the PAGA Settlement Class will be reported by the Settlement
2 Administrator by means of an IRS Form 1099.

3 Defendant will provide the Settlement Administrator with any information reasonably
4 necessary to perform the calculation of number of pay periods worked for each PAGA
5 Settlement Class member, and any other reasonably required information the Settlement
6 Administrator requests to perform the calculations required under this Settlement Agreement.
7 Defendant shall have no responsibility for deciding the validity of the individual payment
8 amounts allocated to each member of the PAGA Settlement Class or any other payments made
9 pursuant to this Settlement Agreement, shall have no involvement in or responsibility for the
10 determination or payment of Employee's Taxes and Required Withholding, and shall have no
11 liability for any errors made with respect to such Employee's Taxes and Required Withholding.

12 The members of the PAGA Settlement Class shall be solely responsible for any and all
13 tax obligation associated with their respective shares of the PAGA Payment.

14 *8.4. Time for Payment of Attorney Fees and Expenses*

15 The Settlement Administrator shall distribute to Class Counsel any attorney fees and
16 expenses approved by the Court no later than twenty-eight (28) calendar days after the
17 Effective Date.

18 *8.5. Time for Payment of Incentive Award*

19 The Settlement Administrator shall distribute to Plaintiff the Incentive Award approved
20 by the Court no later than twenty-eight (28) calendar days after the Effective Date.

21 *8.6. Time for Payment of PAGA Payment to the LWDA*

22 The Settlement Administrator shall distribute to the LWDA the portion of the PAGA
23 Payment due to it and approved by the Court no later than twenty-eight (28) calendar days after
24 the Effective Date.

25 *8.7. Time for Payment of Taxes and Required Withholding and Individual*
26 *Settlement Amounts*

27 The Settlement Administrator shall make every effort to pay the Employee's Taxes and
28 Required Withholding associated with each Class Participant's Individual Settlement Amount

1 and mail the Individual Settlement Amount to each Class Participant, by first-class United
2 States mail, to the last-known address no later than twenty-eight (28) calendar days after the
3 Effective Date. If the Settlement Administrator is not able to do so within the time period set
4 forth above, it shall so inform Class Counsel and Defense Counsel and provide an approximate
5 date by which the Employee's Taxes and Required Withholding shall be paid and the
6 Individual Settlement Amounts will be mailed. Under no circumstances shall the Settlement
7 Administrator distribute checks to Class Participants until all Individual Settlement Amounts
8 have been considered, calculated, and accounted for, and all of the remaining monetary
9 obligations have been calculated and accounted for.

10 Within two hundred ten (210) calendar days of mailing the Individual Settlement
11 Amounts to Class Participants, the Settlement Administrator shall file with the Court and
12 provide to Class Counsel a declaration of payment. If any Class Participant is deceased,
13 payment shall be made payable to the estate of that Class Member and delivered to the executor
14 or administrator of that estate, unless the Settlement Administrator has received an affidavit or
15 declaration pursuant to California Probate Code section 13101, in which case payment shall be
16 made to the affiant(s) or declarant(s).

17 8.8. *Non-Cashed Settlement Checks*

18 Any funds associated with checks that have not been cashed within one hundred eighty
19 (180) calendar days, will become void and the Individual Settlement Amount associated with
20 the uncashed check will be remitted pursuant to Code of Civil Procedure section 384 to the
21 California State Controller for deposit in the Unclaimed Property Fund in the name of the
22 individual whose check was uncashed. The Parties agree that this disposition results in no
23 "unpaid residue" within the meaning of California Civil Procedure Code section 384, as the
24 entire Net Settlement Amount will be paid out to Class Participants, whether or not they all
25 cash their Individual Settlement Amount checks. Therefore, Defendant shall not be required to
26 pay any interest on said amount. For the purposes of determining whether Defendant has met
27 their financial obligation to pay the Individual Settlement Payment, Defendant will be deemed
28

1 to have fulfilled its obligation upon the mailing of the check to the Class Member, regardless of
2 whether such Class Member subsequently negotiates the check.

3 8.9. *Disputes Regarding Class Member Workweeks Data or Payment of*
4 *Individual Settlement Shares*

5 Class Member Workweeks and the corresponding Individual Settlement Amount shall
6 be calculated using the employment and payroll records of Defendant, which presumptively
7 shall be deemed to be full, complete, and accurate for purposes of this Settlement Agreement.
8 To overcome that presumption, any Class Member objecting to the accuracy of the number of
9 Workweeks or amount of the Individual Settlement Amount must submit documentary
10 evidence, such as pay stubs or other written employment records, to the Settlement
11 Administrator. Each Class Member may dispute the number of Workweeks or their estimated
12 Individual Settlement Amount contained on their Class Notice (“Workweeks Dispute”). Any
13 such Workweeks Dispute must be mailed or faxed to the Settlement Administrator by the Class
14 Member, postmarked or fax-stamped on or before the Response Deadline. The Settlement
15 Administrator shall immediately provide copies of all disputes to counsel for Defendant, shall
16 inform Class Counsel of the dispute without disclosing the identity of the Class Member
17 making the dispute, and shall immediately attempt to resolve all such disputes directly with
18 relevant Class Members with the assistance of Defendant, Defense Counsel, and Class Counsel.
19 If the dispute cannot be resolved, it shall be submitted to the Settlement Administrator for its
20 final, non-appealable decision. The Settlement Administrator shall use its best efforts to resolve
21 all such disputes prior to the Effective Date. If, however, a dispute arises or is not resolved until
22 after the Settlement Amount has been distributed, the initial calculation shall stand (as
23 Defendant shall be under no obligation to pay any amounts in excess of the Gross Settlement
24 Amount under this Settlement Agreement).

25 **9. Nullification of This Settlement Agreement**

26 9.1. *Non-Approval of this Settlement Agreement*

27 The Class Settlement and conditional class certification shall be considered null and
28 void, and neither the Class Settlement, conditional class certification, nor any of the related

1 negotiations or proceedings, shall be of any force or effect, and all Parties to the Class
2 Settlement shall stand in the same position, without prejudice, as if the Class Settlement had
3 been neither entered into nor filed with the Court, if any of the following occur: **(a)** the Court
4 should for any reason fail to approve this Settlement Agreement in the form agreed to by the
5 Parties; **(b)** the Court should for any reason fail to enter a judgment in the Action, or **(c)** the
6 approval of the Class Settlement and judgment is reversed, modified, or declared or rendered
7 void. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any
8 perceived defects in this Settlement Agreement to facilitate approval.

9 *9.2. Parties' Rights to Void Class Settlement; Escalator Provision*

10 If 10% or more members of the Settlement Class timely submit Opt Out requests,
11 Defendant(s) shall have the right (but not the obligation) to void this Settlement Agreement.
12 Defendant has represented that the actual weeks worked by the Settlement Class through
13 mediation is approximately 6,346. If the Settlement Administrator determines upon receipt of
14 Defendant's Class Data (and before mailing out the Class Notices) that the actual number of
15 class member workweeks as of April 15, 2024 exceeds this amount by more than 10% – that is,
16 if there were 6,981 or more class member workweeks as of April 15, 2024 – then, Defendant
17 shall have the option in its sole discretion to either: (a) increase the Maximum Settlement
18 Amount proportionately for each additional workweek worked by Participating Class Members
19 over 6,981 workweeks; or (b) agree that the Class Period and the PAGA Period shall cut off as
20 of the date the number of workweeks worked by Participating Class Members is at least 6,981.

21 *9.3. Invalidation*

22 Invalidation of any material portion of this Settlement Agreement shall invalidate the
23 Class Settlement in its entirety, unless the Parties subsequently agree in writing that the
24 remaining provisions of the Class Settlement are to remain in full force and effect.

25 *9.4. Stay on Appeal*

26 If a timely appeal from the approval of the Class Settlement and judgment, the
27 judgment shall be stayed, and Defendant shall not be obligated to fund the Gross Settlement
28

Amount or take any other actions required by this Settlement Agreement until all appeal rights have been exhausted by operation of law.

10. Motions for Court Approval

10.1. Preliminary Approval

As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class Settlement. Class Counsel will prepare the motion and submit it for approval to Defendant's counsel before filing. Upon filing the motion for preliminary approval, Class Counsel will also timely file the necessary notification of the settlement to the LWDA. Each party shall cooperate to present the Class Settlement to the Court for preliminary approval in a timely fashion.

10.2. Final Approval

The Final Approval and Fairness Hearing shall be held before the Court. At the Final Approval and Fairness Hearing, Plaintiff shall move the Court for the entry of the final order certifying the Settlement Class for settlement purposes only and approving the Class Settlement as being fair, reasonable, and adequate to the Class Participants within the meaning of California Rules of Court, Rule 3.769, subdivisions (c), (d) and (e), and for the entry of a final judgment of the Action consistent with the terms of the Class Settlement and rule 3.769, subdivision (h), of the California Rules of Court. Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may be required for the Court's determination.

11. Releases and Waivers

11.1. Release of Claims by the Settlement Class

Upon the Effective Date, the Releasing Parties shall be deemed to each release the Released Parties, and each of them, of and from any and all Released Claims arising during the Class Period. It is the desire of the Parties and the Releasing Parties to fully, finally, and forever settle, compromise, and discharge the Released Claims. Each of the Releasing Parties, including each Class Participant, will be bound by the release of Released Claims as a result of

1 the Class Settlement and to the terms of the final judgment and the satisfaction of such
2 judgment.

3 Class Participants will be deemed to have acknowledged and agreed that their claims
4 for wages and/or penalties in the Action are disputed, and that their Individual Settlement
5 Amount constitutes payment of all sums allegedly due to them. Class Participants will be
6 deemed to have acknowledged and agreed that California Labor Code section 206.5 is not
7 applicable to the Individual Settlement Amount. That section provides in pertinent part as
8 follows:

9
10 “An employer shall not require the execution of a release of a claim or right on
11 account of wages due, or to become due, or made as an advance on wages to be
12 earned, unless payment of those wages has been made.”

13 *11.2. Release of Claims by Plaintiff*

14 Plaintiff, on behalf of herself and her dependents, heirs and assigns, beneficiaries,
15 devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal
16 representatives, and successors-in-interest, whether individual, class, representative, legal,
17 equitable, direct or indirect, or any other type or in any other capacity, shall and does hereby
18 forever release, discharge and agree to hold harmless the Released Parties from any and all
19 charges, complaints, claims, liabilities, obligations, promises, agreements, controversies,
20 damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses
21 (including attorney fees and costs), known or unknown, at law or in equity, which they may
22 now have or may have after the signing of this Settlement Agreement, arising out of or in any
23 way connected with their employment with Defendant including, the Released Claims, claims
24 that were asserted or could have been asserted in the Complaint, and any and all transactions,
25 occurrences, or matters between the Parties occurring prior to the date this Settlement
26 Agreement is fully executed. Without limiting the generality of the foregoing, this release shall
27 include, but not be limited to, any and all claims under: **(a)** the Americans with Disabilities Act;
28 **(b)** Title VII of the Civil Rights Act of 1964; **(c)** the Civil Rights Act of 1991; **(d)** 42 U.S.C. §

1 1981; **(e)** the Age Discrimination in Employment Act; **(f)** the Fair Labor Standards Act; **(g)** the
2 Equal Pay Act; **(h)** the Employee Retirement Income Security Act, as amended; **(i)** the
3 Consolidated Omnibus Budget Reconciliation Act; **(j)** the Rehabilitation Act of 1973; **(k)** the
4 Family and Medical Leave Act; **(l)** the Civil Rights Act of 1966; **(m)** the California Fair
5 Employment and Housing Act; **(n)** the California Constitution; **(o)** the California Labor Code;
6 **(p)** the California Government Code; **(q)** the California Civil Code; and **(r)** any and all other
7 federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any and all
8 claims based on constitutional, statutory, common law, or regulatory grounds as well as any
9 other claims based on theories of wrongful or constructive discharge, breach of contract or
10 implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of
11 emotional distress, negligent infliction of emotional distress, or damages under any other
12 federal, state, or local statutes, ordinances, regulations, rules, or laws. This release is for any
13 and all relief, no matter how denominated, including, but not limited to, back pay, front pay,
14 vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive
15 damages, damages for pain and suffering, and attorney fees and costs, and Plaintiff hereby
16 forever releases, discharges and agrees to hold harmless Defendant and the Released Parties
17 from any and all claims for attorney fees and costs arising out of the matters released in this
18 Settlement Agreement.

19 Plaintiff specifically acknowledges that she is aware of and familiar with the provisions
20 of California Civil Code section 1542, which provides as follows:

21 “A general release does not extend to claims that the creditor or releasing party
22 does not know or suspect to exist in his or her favor at the time of executing the
23 release and that, if known by him or her, would have materially affected his or
24 her settlement with the debtor or released party.”
25

26 Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives
27 and relinquishes all rights and benefits she may have under section 1542 as well as any other
28 statutes or common law principles of a similar effect. Plaintiff may hereafter discover facts in

1 addition to or different from those which she now knows or believes to be true with respect to
2 the subject matter of all the claims referenced herein, but agree that, upon the Effective Date,
3 Plaintiff shall and hereby does fully, finally, and forever settle and release any and all claims
4 against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-
5 contingent, that were asserted or could have been asserted upon any theory of law or equity
6 without regard to the subsequent discovery of existence of such different or additional facts.

7 *11.3. Circular 230 Disclaimer*

8 Each party to this Settlement Agreement (for purposes of this section, the
9 “Acknowledging Party”; and each party to this Agreement other than the Acknowledging
10 Party, an “Other Party”) acknowledges and agrees that **(1)** no provision of this Settlement
11 Agreement, and no written communication or disclosure between or among the parties or their
12 attorneys and other advisers, is or was intended to be, nor shall any such communication or
13 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
14 United States Treasury Department Circular 230 (31 C.F.R. Part 10); **(2)** the Acknowledging
15 Party **(a)** has relied exclusively upon her or its own independent legal and tax advisers for
16 advice (including tax advice) in connection with this Settlement Agreement, **(b)** has not entered
17 into this Settlement Agreement based upon the recommendation of any other party or any
18 attorney or advisor to any other party, and **(c)** is not entitled to rely upon any communication or
19 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be
20 imposed on the Acknowledging Party; and **(3)** no attorney or adviser to any other party has
21 imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
22 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
23 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
24 transaction contemplated by this Settlement Agreement.

25 **12. Duties of the Parties**

26 *12.1. Mutual Full Cooperation*

27 The Parties agree to cooperate fully with one another to accomplish and implement the
28 terms of this Settlement Agreement. Such cooperation shall include, but not be limited to,

1 execution of such other documents and the taking of such other actions as may reasonably be
2 necessary to fulfill the terms of this Settlement Agreement. The Parties shall use their best
3 efforts, including all efforts contemplated by this Settlement Agreement and any other efforts
4 that may become necessary by court order or otherwise, to effectuate this Settlement
5 Agreement and the terms set forth herein. As soon as practicable after execution of this
6 Settlement Agreement, Class Counsel, with the cooperation of Defendant and Defense Counsel,
7 shall take all necessary and reasonable steps to secure the Court's final approval of this
8 Settlement Agreement.

9 *12.2. Duty to Support and Defend the Class Settlement*

10 The Parties agree to abide by all of the terms of this Settlement Agreement in good faith
11 and to support the Class Settlement fully and to use their best efforts to defend this Class
12 Settlement from any legal challenge, whether by appeal or collateral attack.

13 *12.3. Duties Prior to Court Approval*

14 Class Counsel shall promptly submit this Settlement Agreement to the Court for
15 preliminary approval and determination by the Court as to its fairness, adequacy, and
16 reasonableness. Promptly upon execution of this Settlement Agreement, Class Counsel shall
17 apply to the Court for the entry of a preliminary order scheduling a hearing on the question of
18 whether the proposed Class Settlement should be approved as fair, reasonable, and adequate as
19 to the Class Members, approving as to form and content the proposed Class Notice and Share
20 Form attached hereto as **Exhibit 1** and **Exhibit 2**, respectively, and directing the mailing of the
21 Class Notice to Class Members. While Defendant can reserve its right to object to facts or
22 assertions made in the moving papers, Defense Counsel shall file a notice of non-opposition to
23 the granting of the motion for preliminary approval or join in the motion.

24 **13. Miscellaneous Provisions**

25 *13.1. Voiding this Settlement Agreement*

26 Pending Court approval and other than as provided herein, if any of the conditions set
27 forth in this Settlement Agreement are not met and satisfied, this Settlement Agreement may, at
28 the option of either Plaintiff or Defendant, be ineffective, void, and of no further force and

1 effect, and may not be used or be admissible in any subsequent proceeding, either in this Court
2 or in any other court or forum. If either Party decides to void the Settlement Agreement, then
3 the Settlement Agreement and conditional class certification shall be considered void, and
4 neither the Settlement Agreement, conditional class certification, nor any of the related
5 negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in the
6 same position, without prejudice, as if this Settlement Agreement had been neither entered into
7 nor filed with the Court. Should any Party choose to void the Class Settlement under this
8 subsection, such Party shall be responsible for all Settlement Administrator fees and costs
9 actually incurred.

10 *13.2. No Prior Assignments*

11 The Parties represent, covenant, and warrant that they have not directly or indirectly
12 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person
13 or entity any portion of any liability, claim, demand, action, cause of action, or right herein
14 released and discharged except as set forth herein.

15 *13.3. Non-Admission*

16 Nothing in this Settlement Agreement shall be construed as or deemed to be an
17 admission by any Party of any liability, culpability, negligence, or wrongdoing toward any
18 other Party, or any other person, and the Parties specifically disclaim any liability, culpability,
19 negligence, or wrongdoing toward each other or any other person. Each of the Parties has
20 entered into this Settlement Agreement with the intention to avoid further disputes and
21 litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall
22 constitute any admission by Defendant of wrongdoing or liability, or of the truth of any factual
23 allegations in the Action. Nothing herein shall constitute any admission by Defendant regarding
24 the merits of the Claims in this Action, including but not limited to claims for unpaid wages or
25 violations under California or federal law. Nothing herein shall constitute an admission by
26 Defendant that the Action was properly brought as a class or representative action other than
27 for settlement purposes. To the contrary, Defendant has denied and continues to deny each and
28 every material factual allegation and all Claims. To this end, the Class Settlement of the Action,

1 the negotiation and execution of this Settlement Agreement, and all acts performed or
2 documents executed pursuant to or in furtherance of this Settlement Agreement or the Class
3 Settlement are not, shall not be deemed to be, and may not be used as, an admission or
4 evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the
5 factual allegations in the Complaint in the Action; and are not, shall not be deemed to be, and
6 may not be used as, an admission or evidence of any fault or omission on the part of Defendant
7 in any civil, criminal, or administrative proceeding in any court, administrative agency, or other
8 tribunal.

9 *13.4. Non-Evidentiary Use*

10 Neither this Agreement nor any of its terms, nor any statements or conduct in the
11 negotiation or drafting of it, shall be offered or used as evidence by Plaintiff, any Class
12 Member (including any individual who requested to be excluded from the Settlement Class),
13 Defendant, or its, her, his, or their respective counsel, in the Action, except as is reasonably
14 necessary to effectuate the Settlement Agreement's purpose and terms. This Settlement
15 Agreement may, however, be used by Defendant and the Released Parties to prove or defend
16 against any claim released herein by any Class Member in any judicial, quasi-judicial,
17 administrative, or governmental proceeding.

18 *13.5. Media or Press*

19 Plaintiff and Defendant, and their respective counsel, recognize, accept, and agree that
20 the Parties to this Settlement Agreement desire that the terms of this Settlement Agreement, the
21 fact of the Class Settlement embodied in this Settlement Agreement, the disposition of the
22 Action, the Action, and all matters relating to the litigation of the Action, including discovery
23 proceedings therein, and evidence obtained during the course of the Action, shall not be
24 discussed with or presented to the media or press.

25 *13.6. Non-Retaliation*

26 Defendant understands and acknowledges that it has a legal obligation to not retaliate
27 against any Class Member who elects to participate in the Class Settlement or elects to Opt Out
28 of the Class Settlement. Defendant will refer any inquiries regarding this Class Settlement to

1 the Settlement Administrator or Class Counsel and will not discourage Class Members who are
2 employees, directly or indirectly, from opting out, or objecting to the Class Settlement. None of
3 the Parties, or their respective attorneys or agents, shall solicit or encourage any Class
4 Members, directly or indirectly, to Opt Out of the Class Settlement.

5 *13.7. Construction*

6 The Parties agree that the terms and conditions of this Settlement Agreement are the
7 result of lengthy, intensive, arms-length, non-collusive negotiations between the Parties and
8 that this Settlement Agreement is not to be construed in favor of or against any party by reason
9 of the extent to which any party or its counsel participated in the drafting of this Settlement
10 Agreement. If any of the dates in this Settlement Agreement fall on a weekend, bank or court
11 holiday, the time to act shall be extended to the next business day.

12 *13.8. Governing Law*

13 This Settlement Agreement is intended to and shall be governed by the laws of the State
14 of California, without regard to conflict of law principles, in all respects, including execution,
15 interpretation, performance, and enforcement.

16 *13.9. Notices*

17 Except for Class Member notices required to be made by the Settlement Administrator,
18 all notices or other communications required or permitted under this Settlement Agreement
19 shall be in writing and shall be sufficiently given if delivered in person to the party or their
20 counsel by U.S. certified mail, postage prepaid, e-mail, facsimile, or overnight delivery
21 addressed to the address of the party appearing in this Settlement Agreement.

22 *13.10. Captions and Interpretations*

23 Section titles or captions contained herein are inserted as a matter of convenience and
24 for reference only and in no way define, limit, extend, or describe the scope of this Settlement
25 Agreement or any provision thereof.

26 *13.11. Modification*

27 This Settlement Agreement may not be changed, altered, or modified, except in writing
28 signed by the Parties or the Parties' counsel on their behalf. If preliminary or final approval of

1 this Settlement Agreement has been granted by the Court, then any such amendments or
2 modifications to this Settlement Agreement shall be approved by the Court. This Settlement
3 Agreement may not be discharged except by performance in accordance with its terms or by a
4 writing signed by the Parties.

5 *13.12. Integration Clause*

6 This Settlement Agreement contains the entire agreement between the Parties relating to
7 the Class Settlement of the Action and the transactions contemplated thereby, and all prior or
8 contemporaneous agreements, understandings, representations, and statements, whether oral or
9 written, and whether by a party or such party's legal counsel, are hereby superseded. No rights
10 under this Settlement Agreement may be waived except in writing as provided above.

11 *13.13. Successors and Assigns*

12 This Settlement Agreement shall be binding on and inure to the benefit of the Parties
13 and Class Members (excluding only persons who timely Opt Out) and their respective present
14 and former heirs, trustees, executors, administrators, representatives, officers, directors,
15 shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors,
16 consultants, pension plans, welfare benefit plans, fiduciaries, parent companies, subsidiaries,
17 affiliates, related companies, joint ventures, predecessors, successors, and assigns.

18 *13.14. Corporate Signatories*

19 Any person executing this Settlement Agreement or any such related document on
20 behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for
21 the benefit of all Parties hereto, that such person has been duly authorized by such corporation
22 or partnership to execute this Settlement Agreement or any such related document.

23 *13.15. Execution in Counterparts*

24 This Settlement Agreement shall become effective upon its execution by all of the
25 undersigned. The Parties may execute this Settlement Agreement in counterparts, and
26 execution of counterparts shall have the same force and effect as if all Settling Parties had
27 signed the same instrument.

13.16. Attorney Fees, Costs, and Expenses

Except as otherwise specifically provided for herein, each party shall bear her or its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

13.17. Action to Enforce Agreement

In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its attorney fees and costs.

14. Execution

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

Approval and Execution by Parties

CLASS REPRESENTATIVE:

Dated: 8/14/2024

Cheterra Young
Cheterra Young
Plaintiff and Class Representative

DEFENDANT:

Dated: 8-19-2024

PFT Alexander, Inc.

[Signature]
By: John Keefner
Title: President

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Approved as to Form by Counsel

CLASS COUNSEL:

Dated: 08/14/2024

THE MARKHAM LAW FIRM



David R. Markham
Lisa Brevard
Attorneys for Plaintiff

Dated: 8/14/2024

COHELAN KHOURY & SINGER



Isam C. Khoury
Michael D. Singer
Maggie K. Realin
Attorneys for Plaintiff

DEFENDANT’S COUNSEL:

Dated: 8/28/24

FISHER & PHILLIPS LLP



Philip Azzara
Anurita S. Varma
Attorneys for Defendant

EXHIBIT 1

Notice of Proposed Class Action Settlement

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6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF LOS ANGELES**

8 CHETERRA YOUNG, an individual, on behalf
9 of herself and all others similarly situated,

10 Plaintiff,

11 v.

12 PFT ALEXANDER, INC., a California
13 Corporation, and DOES 1 through 10,
14 Defendants.

CASE NO.: 23STCV07449
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Kenneth R. Freeman, Dept. 14*

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT**

15 *A court authorized this notice. This is not a solicitation from a lawyer.*
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1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

2 *You may be eligible to receive a settlement payment. Please read this notice carefully.*

3 A proposed class action settlement agreement (the “Settlement”) has been reached between:
4 **(1)** Plaintiff Cheterra Young (“Plaintiff”), individually and in her representative capacity on behalf of
5 a group of prospective class members defined below, and as a private attorney general on behalf of the
6 State of California; and **(2)** Defendant PFT Alexander, Inc. (“Defendant”). The Settlement resolves
7 disputed claims against Defendant arising out of its compensation practices during the period from
8 April 5, 2019, through July 30, 2024 (the “Class Period”) as applied to all individuals who are or were
9 employed by Defendant as non-exempt employees in California during the Class Period (“Class
10 Members”).

11 The Court has granted preliminary approval of the Settlement and ordered this notice to be sent to you
12 because you may be entitled to money under the Settlement and because the Settlement affects your
13 legal rights.

14 **NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT:**

15 If you are a Class Member (as defined above) and received this notice, you are automatically included
16 in the Settlement and do not need to take any further action to receive a payment. If you accept your
17 settlement amount, you will release the claims described below.

18 **1. DESCRIPTION OF THE LAWSUIT**

19 Plaintiff, individually and in her representative capacity on behalf of the Class Members, and as a
20 private attorney general on behalf of the State of California, is pursuing a lawsuit against Defendant in
21 the Superior Court of the State of California for the County of Los Angeles in the matter of ***Cheterra***
22 ***Young v. PFT Alexander, Inc.***, case number **23STCV07449** (the “Action”). The Action sought
23 recovery for Defendant’s alleged: (1) failure to pay regular and/or overtime wages; (2) failure to
24 provide meal periods; (3) failure to provide rest periods; (4) failure to furnish timely and accurate wage
25 statements; (5) failure to keep accurate payroll records; (6) failure to pay all wages due upon
26 termination; (7) violation of California’s Unfair Competition Law, Bus. & Prof.; and (8) violations of
27 the Private Attorneys General Act (the “PAGA”) based on the foregoing.
28

1 **Defendant denies all liability, denies all allegations in the Action, and has raised various defenses**
2 **to the claims.** Defendant asserts that it fully complied with all applicable wage and hour laws, and
3 contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action is
4 suitable for class certification. Defendant has entered into the Settlement solely for purposes of
5 resolving this dispute to avoid costly, disruptive, and time-consuming litigation.

6 The Court has not ruled on the merits in the Action. By approving the Settlement and issuing this
7 notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or whether
8 the claims are suitable for class certification. The Settlement was reached after Defendant provided
9 extensive information and documents to Plaintiff’s counsel, and after lengthy arms-length, non-
10 collusive negotiations between the Parties, including mediation with an experienced and well-respected
11 mediator in California. In these negotiations, both sides recognized the substantial risk of the Court
12 deciding against them at trial and determined that the Settlement was a fair, reasonable, and adequate
13 way to resolve the disputed claims.

14 Plaintiff and Plaintiff’s counsel— David R. Markham and Lisa Brevard of The Markham Law Firm
15 and Isam C. Khoury, Michael D. Singer and Maggie K. Realin of Cohelan Khoury & Singer (“Class
16 Counsel”)—support the Settlement. Among the reasons for support are the defenses to liability
17 potentially available to Defendant, the risk of denial of class certification, the inherent risk of trial on
18 the merits, and the delays and uncertainties associated with litigation.

19 Under the Settlement, the following settlement class will be certified under California law: *all*
20 *individuals who are or were employed by Defendants as non-exempt employees in California during*
21 *the Class Period.* The “Class Period” is defined as the period from April 5, 2019, through July 30,
22 2024. The Settlement provides for a gross settlement amount of \$225,000.00, a share of which is to be
23 distributed to the Class Members based on the pro rata number of weeks worked by the Class Members
24 during the Class Period as a proportion of all weeks worked by all Class Members. In exchange for
25 their share of the settlement amount, all participating Class Members will be deemed to have released
26 Defendant from liability on the terms described in this notice.

27 On [date of preliminary approval], the Court preliminarily approved the Settlement and conditionally
28 certified the settlement class. This notice is being sent to you because Defendant’s records indicate that

1 you worked for Defendant during the Class Period and that you meet the definition required to be
2 treated as a Class Member.

3 **2. IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL**
4 **NOT AFFECT YOUR EMPLOYMENT.**

5 California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking any
6 adverse action against or otherwise target, retaliate, or discriminate against any Class Member because
7 of the Class Member's participation or decision not to participate in the Settlement.

8 **3. TERMS OF THE SETTLEMENT**

9 Defendant has agreed to pay \$225,000.00 (the "Gross Settlement Amount") to resolve the claims in the
10 Action. The Parties agreed to the following payments from the Gross Settlement Amount:

- 11 1. **Settlement Administration Costs.** The Court has approved Phoenix Settlement
12 Administrators to act as the "Settlement Administrator," who is sending this notice to
13 you and will perform many other duties relating to the Settlement. Under the Settlement,
14 up to \$3,773.88 will be paid from the Gross Settlement Amount to pay the Settlement
15 Administration Costs.
- 16 2. **Attorneys' Fees and Expenses.** Class Counsel have been prosecuting the Action on
17 behalf of the Class Members on a contingency fee basis (that is, without being paid any
18 money to date) and have been paying all litigation costs and expenses. To date, the
19 Parties have aggressively litigated many aspects of the case including investigation,
20 settlement efforts, and a mediation session. The Court will determine the actual amount
21 awarded to Class Counsel as attorneys' fees, which will be paid from the Gross
22 Settlement Amount. Class Members are not personally responsible for any of Class
23 Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of no more than
24 one-third of the Gross Settlement Amount (i.e., up to \$75,000.00) as reasonable
25 compensation for the work Class Counsel performed and will continue to perform in the
26 Action. Class Counsel also will ask for reimbursement of up to \$7,500.00 for the costs
27 Class Counsel incurred in connection with the Action.
28

1 3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide
2 a service payment to Plaintiff in the amount of \$10,000.00 for Cheterra Young to
3 compensate her for her efforts on behalf of the Class Members in the Action, including
4 assisting in the investigation and consulting with Class Counsel and providing crucial
5 documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a
6 Class Member.

7 4. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement
8 of the PAGA claims included in the Action, which is \$11,250.00. The PAGA Payment
9 is to be approved by the Court pursuant to Labor Code section 2699 and is to be
10 distributed as follows: seventy-five percent (75%) (i.e., \$8,437.50) to the LWDA and
11 twenty-five percent (25%) (i.e., \$2,812.50) to the individuals who come within the
12 definition of an “aggrieved employee” for the purposes of the Settlement (i.e., all
13 individuals who are or were employed by Defendants as non-exempt employees in
14 California during the PAGA Period). The “PAGA Period” is defined for these purposes
15 to mean the period from April 5, 2022, through July 30, 2024.

16 After deducting the amounts above, the balance of the settlement amount will form the “Net Settlement
17 Amount” for distribution to the Class Members.

18 4. **DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS**

19 Each eligible Class Member who does not request exclusion from the Settlement will be deemed a
20 “Class Participant” and will receive a share from the Net Settlement Amount which will be distributed
21 pro rata based on the proportional number of weeks worked by each Class Member during the Class
22 Period (the “Individual Settlement Amount”). If any Class Member requests exclusion from the
23 Settlement, his or her share will be distributed to the remaining Class Participants.

24 Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the form of
25 wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her),
26 and Eighty percent (80%) of each Individual Settlement Amount will constitute penalties and interest
27 (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

1 Defendant, or its proxies, shall take all usual and customary deductions from the Individual Settlement
2 Amount payments that are distributed as wages, including, but not limited to, state and federal tax
3 withholding, disability premiums, and unemployment insurance premiums. There will be no deduction
4 taken from the interest or penalty distribution—it will, however, be reported on IRS Form 1099 as
5 income. Class Participants are responsible for the proper income tax treatment of their Individual
6 Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel
7 cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors
8 concerning the tax consequences and treatment of payments they receive under the Settlement.

9 The workweeks you worked for Defendant during the Class Period will be calculated based on
10 Defendant's records. If you feel that you were not credited with the correct number of workweeks
11 worked during the Class Period, you may submit evidence to the Settlement Administrator on or before
12 [Response Deadline] with documentation to establish the number of workweeks you claim to have
13 actually worked during the Class Period. **Documentation sent to the Settlement Administrator will**
14 **not be returned or preserved, so do not send originals.** The Parties and the Settlement Administrator
15 will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should
16 be credited. The Settlement Administrator will make the final decision as to how many weeks are
17 credited and report the outcome to the Class Participant.

18 Settlement checks will be mailed to all Class Participants after the Court grants final approval of the
19 Settlement and judgment is entered.

20 **5. THE RELEASE OF CLAIMS**

21 If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind all
22 Class Participants. The Class Participants will then be barred from bringing any "Released Claims"
23 against the "Released Parties" as those terms are defined below.

24 The "Released Parties" are Defendant PFT Alexander, Inc. and any of its former and present parents,
25 corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers,
26 directors, employees, partners, shareholders, agents, insurers, successors, assigns, and legal
27 representatives.
28

1 The “Released Claims” are those claims arising out of or related to the allegations set forth in the Action
2 and/or the PAGA notice to the California Labor & Workforce Development Agency, which arose
3 during the Class Period, including: (a) any and all claims for failure to provide meal periods and/or to
4 pay meal premiums in lieu thereof as required under Labor Code sections 512 and 226.7; (b) any and
5 all claims for failure to authorize and permit rest breaks and/or to pay rest break premiums in lieu
6 thereof as required under Labor Code section 226.7; (c) any and all claims for unpaid overtime,
7 minimum wages or regular wages, including but not limited to claims alleging failure to pay for “off
8 the clock” work, and/or failure to pay overtime under Labor Code sections 510(a), 1194, 1197 and
9 1198; (d) any and all claims for failure to keep accurate payroll records under Labor Code section 1174;
10 (e) any and all derivative claims arising from the claims listed above in subparagraphs (a) through (d)
11 for failure to furnish accurate itemized wage statements in accordance with Labor Code section 226,
12 and including any associated claims for penalties under Labor Code section 226(e); (f) any and all
13 derivative claims arising from the claims listed above in subparagraphs (a) through (d) for failure to
14 provide wages when due upon separation of employment under Labor Code sections 201-203; (g) any
15 and all claims for violation of the Unfair Competition Law (Bus. & Prof. Code § 17200 et seq.), and
16 (h) any and all claims for attorneys’ fees and costs. No other claims are released other than those claims
17 specifically pled in the operative complaint in the Action.

18 The Settlement does *not* release Defendant or any person, party, or entity from claims, if any, by Class
19 Members for workers compensation, unemployment, or disability benefits of any nature. Nor does it
20 release any claims, actions, or causes of action which may be possessed by Class Members under state
21 or federal discrimination statutes, including, without limitation, the California Fair Employment and
22 Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code, § 51); the
23 California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.); the
24 Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income
25 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and
26 interpretive guidelines.

27 Class Members who do not request exclusion from the Settlement will be deemed to have
28 acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that

1 the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be
2 deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable
3 to the Settlement payments. That section provides in pertinent part as follows:

4 “An employer shall not require the execution of a release of a claim or right on account
5 of wages due, or to become due, or made as an advance on wages to be earned, unless
6 payment of those wages has been made.”
7

8 **6. YOUR OPTIONS**

9 **6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT**

10 If you do nothing, you will be automatically included as a Class Participant in the Settlement and will
11 receive a settlement payment. You do *not* have to take any further action to receive your settlement
12 payment. It is, however, the responsibility of all Class Members to ensure that the Settlement
13 Administrator has your current address on file, or you may not receive important information or a
14 settlement payment. The estimated amount of your settlement payment if you do nothing is included
15 in the attached *Class Action Settlement Share Form*.

16 **6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT**

17 If you do **not** wish to take part in the class action portion of the Settlement (the “Class Settlement”),
18 you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement
19 Administrator a letter or card postmarked no later than [Response Deadline] that specifically requests
20 exclusion from the Class Settlement in this case. The request for exclusion must include your name,
21 address, telephone number, and signature, and it should state words to the effect of:

22 “I wish to be excluded from the settlement class in the case of *Cheterra Young v. PFT*
23 *Alexander, Inc.* I understand that if I ask to be excluded from the settlement class, I will
24 not receive any money from the settlement of this lawsuit and will not be releasing any
25 claims I might have.”
26

27 Send the request for exclusion directly to the Settlement Administrator at the following address **by no**
28 **later than [Response Deadline]:**

1 Insert name and address

2
3 Any person who submits a timely request for exclusion from the Class Settlement shall, upon receipt,
4 no longer be a Class Member, shall be barred from participating in the Class Settlement, and shall
5 receive no benefits from the class action portion of the Settlement. If you want confirmation of receipt
6 of your request for exclusion, please send it by United States certified mail, return receipt requested,
7 or contact the Settlement Administrator.

8 **Importantly**, Class Members who timely and validly request exclusion from the Class Settlement will
9 *not* be excluded from their share of the PAGA Payment. Requesting exclusion from the Class
10 Settlement applies solely to the Class Members' entitlement to the class action portion of the Settlement
11 and not their entitlement to the PAGA Payment. If you request exclusion from the Class Settlement
12 you will still be entitled to your share, if any, of the PAGA Payment.

13 **6.3. OBJECT TO THE SETTLEMENT**

14 You have the right to object to the terms of the Settlement if you do not request exclusion. If, however,
15 the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to
16 object to the Settlement, or any portion of it, you may submit to the Settlement Administrator and the
17 Court a written objection stating your name, address, telephone number, dates of employment with
18 Defendant, the case name and number, and any specific reason in support of your objection. Objections
19 in writing must be mailed to the Settlement Administrator—[insert name and
20 address]—by no later than [Response Deadline] to be considered.

21 **Objections that do not include all required information, or that are not timely submitted, might**
22 **not be considered by the court.**

23 If you choose to object to the Settlement, you may also appear to speak at the final approval and fairness
24 hearing scheduled for [Final Approval Hearing Date], at [Final Approval Hearing Time] in Department
25 14 of the Superior Court of the State of California for the County of Los Angeles, located at 111 North
26 Hill Street, California 90012. You have the right to appear at this hearing either in person or through
27 your own attorney, retained at your own expense, whether or not you had submitted a written objection.
28

1 If you object to the Settlement, you will remain a Class Member, and if the Court approves the
2 Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as
3 Class Members who do not object. Any Class Member who does not object in writing in the manner
4 provided above shall have waived any written objection to the Settlement, whether by appeal or
5 otherwise.

6 The Court may, at the time of the final approval and fairness hearing, have certain social distancing
7 requirements or procedures for attendance at hearings. If you wish to object to the Settlement by
8 speaking at the final approval and fairness hearing, you may contact Class Counsel, whose information
9 is provided below, for more information about the Court's current social distancing procedures. You
10 may also review the Court's website for the most current information.

11 **7. HOW TO UPDATE OR CHANGE YOUR ADDRESS**

12 If you move after receiving this notice or if it was misaddressed, please contact the Settlement
13 Administrator, _____, at _____ or by email at _____, as soon as possible.

14 **This is important to ensure that future notices and/or the Settlement payment reach you.**

15 **8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED**

16 Within seven (7) calendar days after the Court has held a final and fairness approval hearing and entered
17 a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a
18 copy of that order and final judgment on its website at the following website address:

19 **[Case-Specific Settlement URL (to be added by Settlement Administrator)]**

20
21 **9. IF THE SETTLEMENT IS NOT APPROVED**

22 If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the Settlement
23 may be voided, in which case no money will be paid, and the case will return to litigation. If that
24 happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any decision at
25 trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as favorable to the
26 Class Members as the Settlement; or **(4)** that any favorable trial decision would be upheld if an appeal
27 was filed.
28

1 **10. QUESTIONS OR COMMENTS**

2 **PLEASE DO NOT CALL OR CONTACT THE COURT.** If you have any questions about the
3 settlement, you may contact the Settlement Administrator at: [REDACTED] or by e-mail at
4 [REDACTED]. You may also contact Class Counsel at the addresses or phone numbers listed
5 below.

6
7 **Lawyers Representing Plaintiff and the Class Members**

8 **THE MARKHAM LAW FIRM**

9 David R. Markham
10 Lisa Brevard
11 888 Prospect Street
12 La Jolla, California 92037
13 Phone: (619) 399-3995
14 Fax: (619) 615-2067
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17 **COHELAN KHOURY & SINGER**

18 Isam C. Khoury
19 Michael D. Singer
20 Maggie K. Realin
21 605 C Street, Suite 200
22 San Diego, CA 92101
23 Phone: (619) 595-3001
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EXHIBIT 2

Class Action Settlement Share Form

CLASS ACTION SETTLEMENT SHARE FORM

Cheterra Young v. PFT Alexander, Inc.,

Case Number 23STCV07449

Superior Court of the State of California for the County of Los Angeles

The proposed class action settlement agreement (the “Settlement”) described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendant PFT Alexander, Inc. (“Defendant”) arising out of its compensation practices during the period from April 5, 2019, through July 30, 2024 (the “Class Period”) as applied to all individuals who are or were employed by Defendant as non-exempt employees in California during the Class Period (“Class Members”).

You are receiving this form because you are believed to be a Class Member. **According to Defendant’s records, you worked [REDACTED] workweeks for Defendant during the Class Period. Accordingly, your share of the Settlement is currently estimated to be \$ [REDACTED],** which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. Your PAGA payment is estimated to be \$ [REDACTED].

You do not need to do anything to receive money under the Settlement.

If you believe the information provided above as to the number of your workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **[Response Deadline]** at:

[Insert name and address]

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **[Response Deadline]**.

Do not send originals; documentation sent to the claims administrator will not be returned or preserved.

NOTE REGARDING RESPONSE DEADLINES:

The 60-day deadline for you to opt out of the Settlement, object to the Settlement, or submit a dispute to the number of workweeks being credited to you may be extended if your Notice was initially returned to the Settlement Administrator as undeliverable and, as a result, the Settlement Administrator re-mailed this Notice to you later. In such a case, you will have up to 15 calendar days from the date of the re-mailing to submit your response, even if that falls beyond the regular 60-day deadline.

EXHIBIT B