

1 DAVID GLENN SPIVAK (SBN 179684)
david@spivaklaw.com
2 CAROLINE TAHMASSIAN (SBN 285680)
caroline@spivaklaw.com
3 THE SPIVAK LAW FIRM
4 8605 Santa Monica Bl
PMB 42554
5 West Hollywood, CA 90069
Telephone: (213) 725-9094
6 Facsimile: (213) 634-2485

7 Attorneys for Plaintiff(s),
8 NATALIAH DEVOL GREEN, and all others similarly situated
(Additional attorneys for parties on following page)

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12 **(UNLIMITED JURISDICTION)**

13 NATALIAH DEVOL GREEN, on behalf of
14 herself and all others similarly situated, and the
15 general public, and as an “aggrieved
16 employee” on behalf of other “aggrieved
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 MORGAN COOKIE GROUP CULVER LLC,
20 a California limited liability company;
21 MORGAN COOKIE GROUP LLC, a
California limited liability company;
22 MORGAN COOKIE GROUP DOWNEY
LLC, a California limited liability company;
23 CRUMBL LLC, a Utah limited liability
24 company; POCKETS SMITTY LLC, a Utah
limited liability company; and DOES 1–50,
inclusive,

25 *Defendant(s).*
26
27

Case No. 23STCV11939

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: May 25, 2023
Dept: Dept. 11, The Honorable
David S. Cunningham

1
2
3 **ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)**

4 BENJAMIN J. SMITH (SBN 266712)
5 Benjy@thesmithlawcorp.com
6 SMITH LAW
7 8605 Santa Monica Bl, PMB 97638
8 West Hollywood, CA 90069-4109
9 Telephone: (818) 839-9607
10 Facsimile: (818) 839-9700
11

12 **ATTORNEYS FOR DEFENDANT(S)**

13 PAUL HASTINGS LLP
14 CHRIS A. JALIAN (SBN 295564)
15 chrisjalian@paulhastings.com
16 515 South Flower Street
17 Twenty-Fifth Floor
18 Los Angeles, California 90071-2228
19 Telephone: (213) 683-6000
20 Facsimile: (213) 627-0705

21 Attorneys for Defendants
22 MORGAN COOKIE GROUP CULVER LLC,
23 MORGAN COOKIE GROUP LLC,
24 MORGAN COOKIE GROUP DOWNEY LLC,
25 and POCKETS SMITTY LLC

26 KEVIN JACKSON, CA Bar No. 278169
27 kjackson@foley.com
28 FOLEY & LARDNER LLP
11988 EL CAMINO REAL, SUITE 400
SAN DIEGO, CA 92130-2594
TELEPHONE: 858.847.6700
FACSIMILE: 858.792.6773

Attorneys for Defendant CRUMBL LLC

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff NATALIAH DEVOL GREEN (“Plaintiff”) and Defendants MORGAN
3 COOKIE GROUP CULVER LLC, MORGAN COOKIE GROUP LLC, MORGAN COOKIE
4 GROUP DOWNEY LLC, CRUMBL LLC, and POCKETS SMITTY LLC (collectively
5 “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or
6 individually as “Party.”

7 **1. DEFINITIONS.**

8 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against
9 Defendants captioned NATALIAH DEVOL GREEN, on behalf of herself and all others similarly
10 situated, and the general public, and as an “aggrieved employee” on behalf of other “aggrieved
11 employees” under the Labor Code Private Attorneys General Act of 2004 vs. MORGAN
12 COOKIE GROUP CULVER LLC, a California limited liability company; MORGAN COOKIE
13 GROUP LLC, a California limited liability company; MORGAN COOKIE GROUP DOWNEY
14 LLC, a California limited liability company; CRUMBL LLC, a Utah limited liability company;
15 POCKETS SMITTY LLC, a Utah limited liability company; and DOES 1–50, inclusive, Case
16 No. 23STCV11939, initiated on May 25, 2023, and pending in Superior Court of the State of
17 California, County of Los Angeles.

18 1.1. “Administrator” means Phoenix Class Action Administration Solutions, the
19 neutral entity the Parties have agreed to appoint to administer the Settlement.

20 1.2. “Administration Expenses Payment” means the amount the Administrator will be
21 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
22 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
23 with Preliminary Approval of the Settlement.

24 1.3. “Aggrieved Employee” means a person employed or otherwise contracted by (i)
25 Pockets Smitty Two, LLC; (ii) Pockets Smitty Riverside, LLC; (iii) Pockets Smitty Upland, LLC;
26 (iv) Pockets Smitty Menifee, LLC; (v) Morgan Cookie Group, LLC; (vi) Morgan Cookie Group
27 Culver, LLC; (vii) Pockets Smitty Fontana, LLC; (viii) Morgan Cookies Group Downey, LLC;
28 (ix) Pockets Smitty Corona, LLC and/or (x) Pockets Smitty Rosemead, LLC as non-exempt,
hourly employees during the PAGA Period.

1.4. “Class” means all persons employed or otherwise contracted by (i) Pockets Smitty

Two, LLC; (ii) Pockets Smitty Riverside, LLC; (iii) Pockets Smitty Upland, LLC; (iv) Pockets Smitty Menifee, LLC; (v) Morgan Cookie Group, LLC; (vi) Morgan Cookie Group Culver, LLC; (vii) Pockets Smitty Fontana, LLC; (viii) Morgan Cookies Group Downey, LLC; (ix) Pockets Smitty Corona, LLC and/or (x) Pockets Smitty Rosemead, LLC as non-exempt, hourly employees during the Class Period.

1.5. “Class Counsel” means David Glenn Spivak of The Spivak Law Firm and Benjamin J. Smith of Smith Law.

1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.7. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Class Workweeks and PAGA Pay Periods.

1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement. Defendants represent that an English only Class Notice is sufficient.

1.11. “Class Period” means the period from May 25, 2019 to the date of preliminary approval of this Settlement.

1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14. "Court" means the Superior Court of California, County of Los Angeles.

1.15. "Defendants" means named Defendants means named Defendants MORGAN COOKIE GROUP CULVER LLC; MORGAN COOKIE GROUP LLC; MORGAN COOKIE GROUP DOWNEY LLC; CRUMBL LLC; and POCKETS SMITTY LLC.

1.16. "Defense Counsel" means Chris A. Jalian, Esq. of Paul Hastings LLP and Kevin Jackson of Foley & Lardner LLP.

1.17. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: the day after the deadline for filing a notice of appeal from the Judgment; or (b) if an appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. "Final Approval" means the Court's order granting final approval of the Settlement.

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

1.20. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement. A proposed Final Judgment form is attached as Exhibit F.

1.21. "Gross Settlement Amount" means \$450,000.00 which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. Defendant CRUMBL LLC is not obligated to fund any portion of the Gross Settlement Amount.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks worked during the Class Period.

1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1 1.25. “LWDA” means the California Labor and Workforce Development Agency, the
2 agency entitled, under Labor Code section 2699, subd. (i).

3 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the
4 LWDA under Labor Code section 2699, subd. (i).

5 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following
6 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
7 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
8 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
9 paid to Participating Class Members as Individual Class Payments.

10 1.28. “Non-Participating Class Member” means any Class Member who opts out of the
11 Settlement by sending the Administrator a valid and timely Request for Exclusion.

12 1.29. “Notice Packet” means the Class Notice (Exhibit A), the Election Not to
13 Participate in Settlement form (Exhibit B), the Class Workweek Dispute form (Exhibit C), and
14 the Objection form (Exhibit D) in English.

15 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
16 worked for Defendants for at least one day during the PAGA Period.

17 1.31. “PAGA Period” means the period from April 4, 2022 to the date of preliminary
18 approval of this Settlement.

19 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

20 1.33. “PAGA Notice” means Plaintiff’s April 4, 2023 letter to Defendants and the
21 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

22 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
23 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250.00) and the
24 75% to LWDA (\$3,750.00) in settlement of PAGA claims.

25 1.35. “Participating Class Member” means a Class Member who does not submit a valid
26 and timely Request for Exclusion from the Settlement.

27 1.36. “Plaintiff” means Nataliah Devol Green, the named plaintiff in the Action.

28 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary
Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is

1 attached as Exhibit E.

2 1.39. “Released Class Claims” means the claims being released as described in
3 Paragraph 6.2 below.

4 1.40. “Released PAGA Claims” means the claims being released as described in
5 Paragraph 6.2 below.

6 1.41. “Released Parties” means: Defendants, and each of their respective former and
7 present directors, officers, shareholders, owners, parents, subsidiaries, brother-sister companies,
8 franchisors, affiliates, members, attorneys, insurers, employees, predecessors, successors, and
9 assigns, including, without limitation, (i) Pockets Smitty Two, LLC; (ii) Pockets Smitty
10 Riverside, LLC; (iii) Pockets Smitty Upland, LLC; (iv) Pockets Smitty Menifee, LLC; (v)
11 Morgan Cookie Group, LLC; (vi) Morgan Cookie Group Culver, LLC; (vii) Pockets Smitty
12 Fontana, LLC; (viii) Morgan Cookies Group Downey, LLC; (ix) Pockets Smitty Corona, LLC
13 and/or (x) Pockets Smitty Rosemead, LLC.

14 1.42. “Request for Exclusion” means a Class Member’s submission of a written request
15 to be excluded from the Class Settlement signed by the Class Member. An Election Not to
16 Participate in Settlement form is attached as Exhibit B.

17 1.43. “Response Deadline” means 60 days after the Administrator mails Notice to Class
18 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)
19 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or
20 her Objection to the Settlement. Class Members to whom Notice Packets are resent after having
21 been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond
22 the Response Deadline has expired.

23 1.44. “Settlement” means the disposition of the Action effected by this Agreement and
24 the Judgment.

25 1.45. “Class Workweek” means any week during which a Class Member worked for
26 Defendants for at least one day, during the Class Period.

27 1.46. A Class Workweek Dispute form is attached as Exhibit C.

28 **2. RECITALS.**

2.1. On May 25, 2023, Plaintiff commenced this Action by filing a Complaint
alleging causes of action against Defendants for failure to pay wages, failure to authorize and

1 permit rest periods, failure to provide meal periods, failure to indemnify for business expenses,
2 failure to issue proper wage statements, failure to timely pay wages, failure to maintain required
3 payroll records, and related claims. On June 9, 2023, Plaintiff filed a First Amended Complaint
4 alleging causes of action against Defendants for failure to pay wages, failure to authorize and
5 permit rest periods, failure to provide meal periods, failure to indemnify for business expenses,
6 failure to issue proper wage statements, failure to timely pay wages, failure to maintain required
7 payroll records, and related allegations. The First Amended Complaint is the operative complaint
8 in the Action (the “Operative Complaint.”) Defendants deny the allegations in the Operative
9 Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and
deny any and all liability for the causes of action alleged.

10 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to
11 Defendants and the LWDA by sending the PAGA Notice. For the purposes of this Settlement,
Defendants do not contest the timeliness of Plaintiff’s PAGA Notice.

12 2.3. On March 8, 2024, the Parties participated in an all-day mediation presided over
13 by mediator the Honorable Ann Jones (ret.). The Parties later engaged in direct settlement
14 negotiations, which led to this Agreement to settle the Action.

15 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time and
16 payroll records, policies, training documents, and related information. Plaintiff’s investigation
17 was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*
18 (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
19 116, 129-130 (“*Dunk/Kullar*”). Following the mediation, Defendants produced thousands of
pages of financial records to demonstrate their financial condition.

20 2.5. The Court has not granted class certification.

21 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
22 of any other pending matter or action asserting claims that will be extinguished or affected by the
Settlement.

23 **3. MONETARY TERMS.**

24 3.1. Gross Settlement Amount. Defendants promise to pay \$450,000.00 and no more
25 as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed
26 on the Wage Portions of the Individual Class Payments. Defendants have agreed to deposit
27 \$175,000 of the Gross Settlement into an account controlled by the Administrator of the

1 Settlement within 15 days of the Court granting final approval. Thereafter, Defendants will make
2 24 monthly contributions to the account controlled by the Administrator until the balance of the
3 Gross Settlement Amount is reached based on the payment schedule described in section 4. The
4 first of the monthly installment payments will be paid 30 days after the initial \$175,000 payment.
5 Defendants will make each of the next 23 payments every 30 days thereafter. The 24 monthly
6 payments will be in equal amounts of \$11,458.33 though the last and the final payment will be in
7 the amount of \$11,458.41. The Administrator will make a total of three distributions. The first
8 distribution will occur 14 days after the Effective Date. The second distribution will occur 14
9 days after the 12th monthly installment payment and the third and last distribution will occur 14
10 days after the last and final monthly installment payment. The Administrator will disburse the
11 Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved
12 Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount
13 will revert to Defendants. Defendant CRUMBL LLC is not obligated to fund any portion of the
14 Gross Settlement Amount.

15 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
16 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
17 the Court in the Final Approval:

18 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
19 Representative of not more than \$15,000.00 (in addition to any Individual Class Payment and any
20 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
21 Member). Defendants will not oppose Plaintiff's request for a Class Representative Service
22 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment
23 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
24 Representative Service Payments no later than 16 court days prior to the Final Approval Hearing.
25 If the Court approves a Class Representative Service Payment less than the amount requested, the
26 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
27 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
28 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and
1/3%, which is currently estimated to be \$150,000.00 and a Class Counsel Litigation Expenses
Payment of not more than \$20,000.00. Defendants will not oppose requests for these payments

provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$25,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$25,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 30.00% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 70.00% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments

1 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

2 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
3 amount of \$5,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,750.00)
4 allocated to the LWDA PAGA Payment and 25% (\$1,250.00) allocated to the Individual PAGA
5 Payments.

6 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
7 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$1,250.00
8 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA
9 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.
10 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
11 Individual PAGA Payment.

12 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
13 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
14 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

14 **4. SETTLEMENT FUNDING AND PAYMENTS.**

15 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of
16 their records through mediation, Defendants estimates there are 873 Class Members who
17 collectively worked a total of 18,013 Class Workweeks and 683 of Aggrieved Employees who
18 worked a total 13,691 of PAGA Pay Periods.

19 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
20 of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in
21 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
22 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
23 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
24 employees who need access to the Class Data to effect and perform under this Agreement.
25 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
26 Class Data omitted class member identifying information and to provide corrected or updated
27 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
28 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related

1 to missing or omitted Class Data.

2 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
3 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
4 taxes by transmitting the funds to the Administrator. Defendants have agreed to deposit \$175,000
5 of the Gross Settlement into an account controlled by the Administrator of the Settlement within
6 15 days of the Court granting final approval. Thereafter, Defendants will make 24 monthly
7 contributions to the account controlled by the Administrator until the balance of the Gross
8 Settlement Amount is reached based on the payment schedule described in section 4. The first of
9 the monthly installment payments will be paid 30 days after the initial \$175,000 payment.
10 Defendants will make each of the next 23 payments every 30 days thereafter. The 24 monthly
11 payments will be in equal amounts of \$11,458.33 though the last and the final payment will be in
12 the amount of \$11,458.41. Defendants will also fund the amounts necessary to fully pay
13 Defendants' share of payroll taxes by transmitting the funds to the Administrator for each
14 distribution. Defendant CRUMBL LLC is not obligated to fund any portion of the Gross
15 Settlement Amount.

16 4.4. Payments from the Gross Settlement Amount. The Administrator will make a
17 total of three distributions. The first distribution will occur 14 days after the Effective Date. The
18 second distribution will occur 14 days after the 12th monthly installment payment and the third
19 and last distribution will occur 14 days after the last and final monthly installment payment. The
20 Administrator will disburse the Gross Settlement Amount without asking or requiring
21 Participating Class Members or Aggrieved Employees to submit any claim as a condition of
22 payment. None of the Gross Settlement Amount will revert to Defendants. For each distribution,
23 the Administrator will mail checks for all *pro rata* Individual Class Payments, all Individual
24 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class
25 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
26 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
27 Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not
28 precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments
and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
postage prepaid. The face of each check shall prominently state the date (not less than 180 days

1 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
2 not cashed by the void date. The Administrator will send checks for Individual Settlement
3 Payments to all Participating Class Members (including those for whom Notice Packet was
4 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
5 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
6 Employees (including those for whom Notice Packet was returned undelivered). The
7 Administrator may send Participating Class Members a single check combining the Individual
8 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
must update the recipients' mailing addresses using the National Change of Address Database.

9 4.4.2. The Administrator must conduct a Class Member Address Search for all
10 other Class Members whose checks are returned undelivered without USPS forwarding address.
11 Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the
12 USPS forwarding address provided or to an address ascertained through the Class Member
13 Address Search. The Administrator need not take further steps to deliver checks to Class Members
14 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
15 replacement check to any Class Member whose original check was lost or misplaced, requested
by the Class Member prior to the void date.

16 4.4.3. For any Class Member whose Individual Class Payment check or
17 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
18 shall transmit the funds represented by such checks to the California Controller's Unclaimed
19 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
the requirements of California Code of Civil Procedure Section 384, subd. (b).

20 4.4.4. The payment of Individual Class Payments and Individual PAGA
21 Payments shall not obligate Defendants to confer any additional benefits or make any additional
22 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
this Agreement.

23 **5. [OMITTED]**

24 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
25 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
26 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
27 against all Released Parties as follows:

1 6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
3 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
4 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
5 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
6 that were, or reasonably could have been, alleged based on facts contained in the Operative
7 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2,
8 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
9 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
10 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
11 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
12 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
notwithstanding such different or additional facts or Plaintiff's discovery of them.

13 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
14 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
15 and benefits, if any, of section 1542 of the California Civil Code, which reads:

16 **A general release does not extend to claims that the creditor or releasing party does**
17 **not know or suspect to exist in his or her favor at the time of executing the release,**
18 **and that if known by him or her would have materially affected his or her settlement**
19 **with the debtor or Released Party.**

20 6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:
21 All Participating Class Members, on behalf of themselves and their respective former and present
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
23 Parties from all claims stated in the Operative Complaint and those based solely upon the facts
24 alleged in the Operative Complaint. Except as set forth in Section 6.3 of this Agreement,
25 Participating Class Members do not release any other claims, including claims for vested benefits,
26 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
27 insurance, disability, social security, workers' compensation, or claims based on facts occurring
28 outside the Class Period.

1 6.3 Release of PAGA Claim. Plaintiff releases all claims for civil penalties that
2 could have been sought by the Labor Commissioner for the violations identified in Plaintiff's
3 pre-filing letter to the LWDA; Plaintiff does not release the claim for wages or damages of any
4 Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

5 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
6 file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with
7 the Court's current checklist for Preliminary Approvals. A Preliminary Approval Order form is
8 attached as Exhibit E.

9 7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
10 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
11 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
12 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
13 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval
14 and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration
15 from the Administrator attaching its "not to exceed" bid for administering the Settlement and
16 attesting to its willingness to serve; competency; operative procedures for protecting the security
17 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
18 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
19 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
20 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
21 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,
22 and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its
23 competency to represent the Class Members; its timely transmission to the LWDA of all necessary
24 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
25 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
26 subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to
27 the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or
28 potential conflict of interest with Class Members and/or the Administrator. In their Declarations,
Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action
asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the

1 Administrator shall notify Class Counsel that the list has been received and state the number of
2 Class Members, PAGA Members, Class Workweeks, and PAGA Pay Periods in the Class Data.

3 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
4 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
5 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet,
6 if applicable substantially in the forms attached to this Agreement as **Exhibits A, B, C, and D.**
7 The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual
8 Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
9 Class Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before
10 mailing Notice Packets, the Administrator shall update Class Member addresses using the National
11 Change of Address database.

12 8.4.3 Not later than three (3) business days after the Administrator’s receipt of
13 any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
14 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
15 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
16 the Notice Packet to the most current address obtained. The Administrator has no obligation to
17 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
18 returned by the USPS a second time.

19 8.4.4 The deadlines for Class Members’ written objections, Challenges to Class
20 Workweeks and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended
21 an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class
22 Members whose notice is re-mailed. The Administrator will inform the Class Member of the
23 extended deadline with the re-mailed Notice Packet.

24 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
25 otherwise discovers any persons who believe they should have been included in the Class Data
26 and should have received Notice Packet, the Parties will expeditiously meet and confer in person
27 or by telephone, and in good faith. in an effort to agree on whether to include them as Class
28 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
other Class Members, and the Administrator will send, via email or overnight delivery, a Class
Notice requiring them to exercise options under this Agreement not later than 14 days after receipt
of Class Notice, or the deadline dates in the Class Notice, which ever are later.

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1 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known
2 as a dispute. A Class Workweek/PAGA Pay Period Dispute form, attached as Exhibit C, may
3 be used for this purpose but is not required. The Class Member may challenge the allocation by
4 communicating with the Administrator via fax, email or mail. The Administrator must encourage
5 the challenging Class Member to submit supporting documentation. In the absence of any
6 contrary documentation, the Administrator is entitled to presume that the Class Workweeks
7 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
8 Administrator's determination of each Class Member's allocation of Class Workweeks and/or
9 PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
10 Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks
11 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
12 determination the challenges.

11 8.7 Objections to Settlement.

12 8.7.1 Only Participating Class Members may object to the class action
13 components of the Settlement and/or this Agreement, including contesting the fairness of the
14 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
15 Litigation Expenses Payment and/or Class Representative Service Payment.

16 8.7.2 Participating Class Members may send written objections to the
17 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
18 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
19 Hearing. A Participating Class Member who elects to send a written objection to the
20 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
21 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An
22 Objection form attached as Exhibit D may be used for this purpose but is not required.

23 8.7.3 Non-Participating Class Members have no right to object to any of the class
24 action components of the Settlement.

25 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
26 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

27 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
28 establish and maintain and use an internet website to post information of interest to Class
Members including the date, time and location for the Final Approval Hearing and copies of the

1 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice
2 Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
3 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
4 Approval Order and the Judgment. The Administrator will also maintain and monitor an email
address and a toll-free telephone number to receive Class Member calls, faxes and emails.

5 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
6 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
7 later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion,
8 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
9 names and other identifying information of Class Members who have timely submitted valid
10 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of
11 Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
Exclusion from Settlement submitted (whether valid or invalid).

12 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
13 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
14 of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
15 Exclusion (whether valid or invalid) received, objections received, challenges to Class
16 Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual
17 Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
18 include provide the Administrator’s assessment of the validity of Requests for Exclusion and
attach copies of all Requests for Exclusion and objections received.

19 8.8.4 Class Workweek and/or PAGA Pay Period Challenges. The Administrator
20 has the authority to address and make final decisions consistent with the terms of this Agreement
21 on all Class Member challenges over the calculation of Class Workweeks and/or PAGA Pay
22 Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible
to challenge.

23 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by
24 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
25 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
26 for filing in Court attesting to its due diligence and compliance with all of its obligations under
27 this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets

1 returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the
2 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
3 number of written objections and attach the Exclusion List. The Administrator will supplement
4 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
5 for filing the Administrator's declaration(s) in Court.

6 8.8.6 Final Report by Administrator. Within 10 days after each distribution, the
7 Administrator will provide Class Counsel and Defense Counsel with a final report detailing its
8 disbursements by employee identification number only of all payments made under this
9 Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare,
10 and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
11 attesting to its disbursement of all payments required under this Agreement. Class Counsel is
12 responsible for filing the Administrator's declaration in Court.

13 **9. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
14 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,
15 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
16 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
17 whatsoever, and that neither Party will have any further obligation to perform under this
18 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
19 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
20 Court of their election to withdraw not later than seven (7) days after the Administrator sends the
21 final Exclusion List to Defense Counsel; late elections will have no effect.

22 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
23 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
24 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
25 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for
26 Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later
27 than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
28 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection
raised by a Participating Class Member, including the right to file responsive documents in Court

1 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
2 by the Court.

3 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of
5 release to be granted by Class Members), the Parties will expeditiously work together in good
6 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
7 Approval. The Court's decision to award less than the amounts requested for the Class
8 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
9 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
modification to the Agreement within the meaning of this paragraph.

10 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
11 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
12 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

13 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
14 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
15 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
16 respective counsel, and all Participating Class Members who did not object to the Settlement as
17 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
18 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
19 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
20 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
21 Parties' obligations to perform under this Agreement will be suspended until such time as the
22 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
the amount of the Net Settlement Amount.

23 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
24 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
25 material modification of this Agreement (including, but not limited to, the scope of release to be
26 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
27 expeditiously work together in good faith to address the appellate court's concerns and to obtain
Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration

1 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
2 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
3 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
4 as long as the Gross Settlement Amount remains unchanged.

5 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
6 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
7 amended judgment.

8
9 **12. ADDITIONAL PROVISIONS.**

10 12.1 No Admission of Liability, Class Certification or Representative Manageability
11 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
12 claims. Nothing in this Agreement is intended or should be construed as an admission by
13 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
14 have any liability for any claims asserted; nor should it be intended or construed as an admission
15 by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
16 certification and representative treatment is for purposes of this Settlement only. If, for any reason
17 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
18 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
19 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
20 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
21 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
22 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
23 Settlement and this Agreement).

24 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
25 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval
26 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
27 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
28 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;

1 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
2 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
3 government agency.

4 Each Party agrees to immediately notify each other Party of any judicial or agency
5 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and
6 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
7 communication, before the filing of the Motion for Preliminary Approval, any with third party
8 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
9 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
10 communications with Class Members in accordance with Class Counsel’s ethical obligations
11 owed to Class Members.

12 12.3 No Solicitation. The Parties separately agree that they and their respective
13 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
14 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
15 Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical
16 obligations owed to Class Members.

17 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
18 Agreement together with its attached exhibits shall constitute the entire agreement between the
19 Parties relating to the Settlement, superseding any and all oral representations, warranties,
20 covenants, or inducements made to or by any Party.

21 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
22 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
23 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
24 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
25 terms of this Agreement including any amendments to this Agreement.

26 12.6 Cooperation. The Parties and their counsel will cooperate with each other and
27 use their best efforts, in good faith, to implement the Settlement by, among other things,
28 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
points and authorities as requested by the Court. In the event the Parties are unable to agree upon
the form or content of any document necessary to implement the Settlement, or on any
modification of the Agreement that may become necessary to implement the Settlement, the

1 Parties will seek the assistance of a mediator and/or the Court for resolution.

2 12.7 No Prior Assignments. The Parties separately represent and warrant that they
3 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
4 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
5 action, or right released and discharged by the Party in this Settlement.

6 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense
7 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
8 Settlement be relied upon as such within the meaning of United States Treasury Department
9 Circular 230 (31 CFR Part 10, as amended) or otherwise.

10 12.9 Modification of Agreement. This Agreement, and all parts of it, may be
11 amended, modified, changed, or waived only by an express written instrument signed by all
12 Parties or their representatives, and approved by the Court.

13 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and
14 inure to the benefit of, the successors of each of the Parties.

15 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
16 be governed by and interpreted according to the internal laws of the state of California, without
17 regard to conflict of law principles.

18 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
19 preparation of this Agreement. This Agreement will not be construed against any Party on the
20 basis that the Party was the drafter or participated in the drafting.

21 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
22 entered during Action and in this Agreement relating to the confidentiality of information shall
23 survive the execution of this Agreement.

24 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
25 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
26 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
27 connection with the Settlement, may be used only with respect to this Settlement, and no other
28 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
or rule of court. Not later than 90 days after the date when the Court discharges the
Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from

1 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants
2 make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

3 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement
4 is inserted for convenience of reference only and does not constitute a part of this Agreement.

5 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
6 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
7 weekend or federal legal holiday, such date or deadline shall be on the first business day
thereafter.

8 12.17 Notice. All notices, demands or other communications between the Parties in
9 connection with this Agreement will be in writing and deemed to have been duly given as of the
10 third business day after mailing by United States mail, or the day sent by email or messenger,
11 addressed as follows:

12 To Plaintiff:
13 David Glenn Spivak, Esq.
14 The Spivak Law Firm
15 8605 Santa Monica Bl
16 PMB 42554
West Hollywood, CA 90069
david@spivaklaw.com

17 To Defendants:
18 Chris Jalian, Esq.
19 Paul Hastings LLP
20 515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228
chrisjalian@paulhastings.com

21 Kevin Jackson, Esq.
22 Foley & Lardner LLP
23 11988 EL CAMINO REAL, SUITE 400
SAN DIEGO, CA 92130-2594
kjackson@foley.com

24
25 12.18 Execution in Counterparts. This Agreement may be executed in one or more
26 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
27 Agreement shall be accepted as an original. All executed counterparts and each of them will be

1 deemed to be one and the same instrument if counsel for the Parties will exchange between
2 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
3 the existence and contents of this Agreement.

4 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
5 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
6 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
7 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
8 process.

9 Dated: December 23, 2024

10 By: Natalie
11 NATALIAH DEVOL GREEN

12 Dated: December 30, 2024

13 By: Timothy Smith
14 TIMMY SMITH
15 Owner
16 For Defendants MORGAN COOKIE
17 GROUP CULVER LLC; MORGAN
18 COOKIE GROUP LLC; MORGAN
19 COOKIE GROUP DOWNEY LLC;
20 POCKETS SMITTY LLC

21 Dated: December ____, 2024

22 By: _____

23 For Defendant CRUMBL LLC

deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: December ____, 2024

By: _____
NATALIAH DEVOL GREEN

Dated: December ____, 2024

By: _____
TIMMY SMITH
Owner
For Defendants MORGAN COOKIE
GROUP CULVER LLC; MORGAN
COOKIE GROUP LLC; MORGAN
COOKIE GROUP DOWNEY LLC;
POCKETS SMITTY LLC

Dated: December 31, 2024

By: _____
DocuSigned by:
Jason McGowan
4977F4332EPE4DS...
Jason McGowan, CEO

For Defendant CRUMBL LLC

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THE SPIVAK LAW FIRM

Dated: December²³, 2024

By: 
DAVID GLENN SPIVAK, Attorneys
for Plaintiff, NATALIAH DEVOL
GREEN, and all others similarly
situated

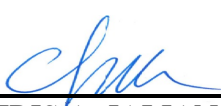
SMITH LAW

Dated: December²⁰, 2024

By: 
BENJAMIN J. SMITH, Attorneys for
Plaintiff, NATALIAH DEVOL
GREEN, and all others similarly
situated

PAUL HASTINGS LLP

Dated: December 30, 2024

By: 
CHRIS A. JALIAN
Attorneys for Defendants
MORGAN COOKIE GROUP
CULVER LLC, MORGAN COOKIE
GROUP LLC, MORGAN COOKIE
GROUP DOWNEY LLC, and
POCKETS SMITTY LLC

FOLEY & LARDNER LLP

Dated: December __, 2024

By: _____
KEVIN JACKSON, Attorneys for
Defendant CRUMBL LLC

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THE SPIVAK LAW FIRM

Dated: December __, 2024

By:

DAVID GLENN SPIVAK, Attorneys
for Plaintiff, NATALIAH DEVOL
GREEN, and all others similarly
situated

SMITH LAW

Dated: December __, 2024

By:

BENJAMIN J. SMITH, Attorneys for
Plaintiff, NATALIAH DEVOL
GREEN, and all others similarly
situated

PAUL HASTINGS LLP

Dated: December __, 2024

By:

CHRIS A. JALIAN
Attorneys for Defendants
MORGAN COOKIE GROUP
CULVER LLC, MORGAN COOKIE
GROUP LLC, MORGAN COOKIE
GROUP DOWNEY LLC, and
POCKETS SMITTY LLC

FOLEY & LARDNER LLP

Dated: January 2, 2025

By:



KEVIN JACKSON, Attorneys for
Defendant CRUMBL LLC

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EXHIBIT A

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

(case name: *Nataliah Devol Green v. Morgan Cookie Group Culver LLC* and number
23STCV11939)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against MORGAN COOKIE GROUP CULVER LLC; MORGAN COOKIE GROUP LLC; MORGAN COOKIE GROUP DOWNEY LLC; CRUMBL LLC; POCKETS SMITTY LLC (collectively hereafter referred to as “Defendants”) for alleged violations of California’s labor laws. The Action was filed by one of Defendants’ employees Nataliah Devol Green (“Plaintiff”) and seeks payment of (1) wages and other relief for all persons employed or otherwise contracted by (i) Pockets Smitty Two, LLC; (ii) Pockets Smitty Riverside, LLC; (iii) Pockets Smitty Upland, LLC; (iv) Pockets Smitty Menifee, LLC; (v) Morgan Cookie Group, LLC; (vi) Morgan Cookie Group Culver, LLC; (vii) Pockets Smitty Fontana, LLC; (viii) Morgan Cookies Group Downey, LLC; (ix) Pockets Smitty Corona, LLC and/or (x) Pockets Smitty Rosemead, LLC as non-exempt, hourly employees for a class of (“Class Members”) Defendants during the Class Period (May 25, 2019 to <<preliminary approval date>>); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons employed or otherwise contracted by (i) Pockets Smitty Two, LLC; (ii) Pockets Smitty Riverside, LLC; (iii) Pockets Smitty Upland, LLC; (iv) Pockets Smitty Menifee, LLC; (v) Morgan Cookie Group, LLC; (vi) Morgan Cookie Group Culver, LLC; (vii) Pockets Smitty Fontana, LLC; (viii) Morgan Cookies Group Downey, LLC; (ix) Pockets Smitty Corona, LLC and/or (x) Pockets Smitty Rosemead, LLC as non-exempt, hourly employees during the PAGA Period (April 4, 2022 to <<preliminary approval date>>) (“Aggrieved Employees”).

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

Based on Defendants’ records, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Work Week is <<\$increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period. The individual payment amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to

1 be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest
2 Individual Class Payment Amount>>. The highest Individual PAGA Payment to an Aggrieved
3 Employee is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest
4 is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

5 The above estimates are based on Defendants' records showing that **you worked**
6 **<< >> Class Workweeks** during the Class Period and **you worked << >> PAGA Pay**
7 **Periods** during the PAGA Period. If you believe that you worked more Class Workweeks or
8 PAGA Pay Periods during either period, you can submit a challenge by **<<RESPONSE**
9 **DEADLINE>>**. See Section 4 of this Notice.

10 The Court has already preliminarily approved the proposed Settlement and approved this
11 Notice. The Court has not yet decided whether to grant final approval. The Court has
12 determined only that there is sufficient evidence to suggest that the proposed settlement
13 might be fair, adequate, and reasonable, and that any final determination of those issues
14 will be made at the Final Approval Hearing. Your legal rights are affected whether you act or
15 not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.
16 At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement
17 and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class
18 Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to
19 make payments under the Settlement and requires Class Members and Aggrieved Employees to
20 give up their rights to assert certain claims against Defendants.

21 If you worked for Defendants during the Class Period and/or the PAGA Period, you have
22 two basic options under the Settlement:

23 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
24 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
25 Participating Class Member, though, you will give up your right to assert Class Period wage
26 claims and PAGA Period penalty claims against Defendants.

27 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
28 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
Class Payment. You will, however, preserve your right to personally pursue Class Period claims
for California labor law violations against Defendants, and, if you are an Aggrieved Employee,
you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion
of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendants from civil penalties it may owe to the Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Class Workweek / Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amounts of your Individual Class Payment and PAGA Payment (if any) depend on how many Class Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Workweeks and number of PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Class Workweeks Dispute

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	form for this purpose.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to authorize and permit rest periods, failure to provide meal periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Benjamin J. Smith of Smith Law (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contends they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired a retired judge in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

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

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

A. Gross Settlement Amount. Defendants Will Pay \$450,000.00 as the Gross

1 Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement
2 into an account controlled by the Administrator of the Settlement. The Administrator will use the
3 Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
4 Representative Service Payment, Class Counsel's attorney's fees and expenses, the
5 Administrator's expenses, and penalties to be paid to the California Labor and Workforce
6 Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants shall
7 fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay
8 Defendants' share of payroll taxes by transmitting the funds to the Administrator. Defendants
9 have agreed to deposit \$175,000 of the Gross Settlement into an account controlled by the
10 Administrator of the Settlement within 15 days of the Court granting final approval. Thereafter,
11 Defendants will make 24 monthly contributions to the account controlled by the Administrator
12 until the balance of the Gross Settlement Amount is reached based on the payment schedule
13 described in section 4. The first of the monthly installment payments will be paid 30 days after
14 the initial \$175,000 payment. Defendants will make each of the next 23 payments every 30 days
15 thereafter. The 24 monthly payments will be in equal amounts of \$11,458.33 though the last and
16 the final payment will be in the amount of \$11,458.41. Defendants will also fund the amounts
17 necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the
18 Administrator for each distribution. Defendant CRUMBL LLC is not obligated to fund any
19 portion of the Gross Settlement Amount.

20 B. Payments from the Gross Settlement Amount. The Administrator will
21 make a total of three distributions. The first distribution will occur 14 days after the Effective
22 Date. The second distribution will occur 14 days after the 12th monthly installment payment and
23 the third and last distribution will occur 14 days after the last and final monthly installment
24 payment. The Administrator will disburse the Gross Settlement Amount without asking or
25 requiring Participating Class Members or Aggrieved Employees to submit any claim as a
26 condition of payment. None of the Gross Settlement Amount will revert to Defendants. For each
27 distribution, the Administrator will mail checks for all *pro rata* Individual Class Payments, all
28 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not
precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

23 1. Attorney Fees and Costs. Up to \$150,000.00 (33 and 1/3% of the Gross
24 Settlement to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses.
To date, Class Counsel have worked and incurred expenses on the Action without payment.

25 2. Class Representative Service Award. Up to \$15,000.00 as a Class
26 Representative Service Award for filing the Action, working with Class Counsel and representing
27 the Class. A Class Representative Service Award will be the only monies Plaintiff will receive
28 other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

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2 3. Administration Expenses. Up to \$25,000.00 to the Administrator for services administering the Settlement.

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4 4. PAGA Penalties. Up to \$5,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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8 Based on their records, Defendants estimated that, as of the date of the Settlement, (1) there are 873 Class Members and 18,013.00 total Class Workweeks during the Class period and (2) there were 683 Aggrieved Employees who worked 13,691 Pay Periods during the PAGA Period.

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

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13 E. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 30.00% of each Individual Class Payment to taxable wages (“Wage Portion”) and 70.00% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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19 F. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. **You can contact the Unclaimed Property Fund at (800) 992-4647.**

1 G. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
2 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
3 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
4 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
5 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
6 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
7 Member's name, present address, telephone number, and a simple statement electing to be
8 excluded from the Settlement. You may use the enclosed Election Not To Participate In
9 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
10 Members) will not receive Individual Class Payments, but will preserve their rights to personally
11 pursue claims against Defendants for violations of California's labor laws.

12 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
13 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
14 Individual PAGA Payments and Plaintiff releases Defendants from civil penalties they may owe
15 to the Aggrieved Employees.

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

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

27 J. Participating Class Members' Release. After the Judgment is final and Defendants
28 has fully funded the Gross Settlement (and separately paid all employer payroll taxes),
Participating Class Members will be legally barred from asserting any of the claims released under
the Settlement. This means that unless you opted out by validly excluding yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
their officers, directors, employees, and agents for wages based on the Class Period facts and
PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
Settlement.

 The Participating Class Members will be bound by the following release:

 All Participating Class Members, on behalf of themselves and their respective
former and present representatives, agents, attorneys, heirs, administrators,
successors, and assigns, release Released Parties from all claims stated in the
Operative Complaint and those based solely upon the facts alleged in the Operative
Complaint. Except as set forth in Section 6.3 of the Settlement Agreement,

Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

K. The PAGA Release. After the Court's judgment is final, and Defendants have fully paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiff releases all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

C. Class Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **<<RESPONSE DEADLINE>>** to challenge the number of Class Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this purpose. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by submitting copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Class Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Class Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

Individual Class Payment and the Individual PAGA Payment.

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

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

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

Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may use the enclosed Election Not To Participate In Settlement form for this purpose. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Nataliah Devol Green vs. Morgan Cookie Group Culver LLC*, Case No. 23STCV11939, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You should send your Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's website <<COURT WEBSITE>>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the

1 Action, *Nataliah Devol Green vs. Morgan Cookie Group Culver LLC*, case no. 23STCV11939,
2 and include your name, current address, telephone number, and approximate dates of employment
3 for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact
4 information. You may use the enclosed Objection form for this purpose. You should send your
5 objection to the Administrator by email, fax, or send by regular U.S. mail.

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

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

12 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
13 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department Dept. 11 of the
14 Los Angeles Superior Court, located at Spring Street Courthouse, 312 N. Spring Street, Los
15 Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the
16 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and
17 the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
18 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
19 or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
20 (https://www.<<CourtVirtualAppearanceLink>>). Check the Court's website for the most current
21 information.

22 It's possible the Court will reschedule the Final Approval Hearing. You should check the
23 Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
24 to verify the date and time of the Final Approval Hearing.

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

26 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
27 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
28 Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE
NUMBER>>. You can also telephone or send an email to Class Counsel or the Administrator
using the contact information listed below, or consult the Superior Court website by going to
(<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case
No. 23STCV11939. You can also make an appointment to personally review court documents in
the Clerk's Office at the Spring Street Courthouse by calling <<CLERK OF COURT'S PHONE
NUMBER>>.

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

Class Counsel:

Name of Attorney: David Glenn Spivak
Email Address: david@spivaklaw.com
Name of Firm: The Spivak Law Firm
Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
Telephone: (213) 725-9094

Administrator:

Name of Company: Phoenix Class Action Administration Solutions
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can contact the Unclaimedx Property Fund at (800) 992-4647.

11. WHAT IF I CHANGE MY ADDRESS?

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

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Green v. Morgan Cookie Group Culver LLC
Superior Court of the State of California, County of Los Angeles
Case No. 23STCV11939

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR
A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND
SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

Green v. Morgan Cookie Group Culver LLC Class Action Administrator
c/o _____

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on ____.

Dated: ____.

(Signature)

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EXHIBIT C

1 **CLASS WORKWEEK/PAGA PAY PERIOD DISPUTE FORM**

2 Superior Court of The State of California
3 For The County of Los Angeles
4 *Nataliah Devol Green v. Morgan Cookie Group Culver LLC*, Case No. 23STCV11939

5 Indicate Name/Address Changes, if any:

6 <<Name>>

7 <<Address>>

8 <<City>>, <<State>> <<Zip Code>>

9 XX – XX –

10 The amount of your estimated Individual Class Payment is based upon the number of eligible
11 Class Workweeks you worked between May 25, 2019 and _____[the date preliminary
12 approval of the settlement is entered by the court]. The amount of your estimated Individual
13 PAGA Payment is based upon the number of PAGA Pay Periods you worked between April 4,
14 2022 and _____[the date preliminary approval of the settlement is entered by the court].
15 “PAGA Pay Period” means any Pay Period during which you worked for Defendants at least one
16 (1) day as a non-exempt, hourly employee. The number of Class Workweeks and PAGA Pay
17 Periods applicable to your claim are set forth below.

18 **YOUR ELIGIBLE CLASS WORKWEEKS**

19 Defendants’ records indicate that you worked <<number of Class Workweeks>> Class
20 Workweeks between May 25, 2019 and _____[the date preliminary approval of the settlement
21 is entered by the court] and <<number of PAGA Pay Periods>> PAGA Pay Periods between
22 April 4, 2022 through _____ [the date preliminary approval of the settlement is entered by the
23 court].

24 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

25 Under the terms of the Class Action Settlement, you are entitled to receive an Individual Class
26 Payment in the approximate estimated amount of <<\$Class Settlement Share Amount>>, minus
27 all applicable payroll and tax deductions, after the Court approves the Settlement and it goes into
28 effect. This process may take six months or more. You will receive a Form W-2 reflecting the
payment to you. Your settlement share reflected on this Notice is only an estimate. The exact
amount of the payment could vary, up or down. You are also entitled to receive an Individual
PAGA Payment in the approximate estimated amount of <<\$PAGA Settlement Share
Amount>>.

If you wish to dispute the number of Class Workweeks and/or PAGA Pay Periods credited to
you, or anything else about your employment status, you can complete and return this form by
indicating what you believe is incorrect on the blank lines below and return it on or before
<<RESPONSE DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail with
proof of the submission date (such as a postmark or delivery service date stamp). You may use
this Class Workweeks/PAGA Pay Periods Dispute Form for this purpose. You must also send

1 any documents or other information that you contend supports your belief that the information
2 set forth above is incorrect. The Administrator will resolve any dispute based upon Defendants'
3 records and any information you provide. Please be advised that the information on this Class
4 Workweeks Dispute Form is presumed to be correct unless the documents you submit are
5 company records from Defendants.

6
7 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF CLASS**
8 **WORKWEEKS/PAGA PAY PERIODS, RECEIPT OF A SETTLEMENT PAYMENT,**
9 **OR YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**
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EXHIBIT D

1 **OBJECTION FORM**

2 ***Nataliah Devol Green v. Morgan Cookie Group Culver LLC***
3 **Superior Court of the State California, County of Los Angeles**
4 **Case No. 23STCV11939**

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>

7 <<Name>>

8 <<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (_____) _____ - _____

10 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
11 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
12 **YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS**
13 **FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU**
14 **SHOULD EMAIL IT TO << _____@_____.COM>>, FAX IT TO <<XXX-XXX-**
15 **XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO**
16 **THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE**
17 **ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

18 **IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**
19 **THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING**
20 **DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR**
21 **THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.**

22 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
23 Include any and all evidence and supporting papers (including, without limitation, all briefs,
24 written evidence, and declarations) that you would like the Court to consider. However, you may
25 speak to the Court at the final approval hearing whether or not you submit a timely objection.

26 [] I OBJECT to the *Nataliah Devol Green v. Morgan Cookie Group Culver LLC*
27 Settlement on the following grounds (if additional space necessary, please include additional
28 sheets of paper):

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[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2024

(Signature)

<<Name>>
(Printed Name)

EMAIL TO THE ADMINISTRATOR: <<____@____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Nataliah Devol Green v. Morgan Cookie Group Culver LLC Administrator
[ADDRESS]

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EXHIBIT E

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

NATALIAH DEVOL GREEN, on behalf of herself and all others similarly situated, and as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

MORGAN COOKIE GROUP CULVER LLC, a California limited liability company; MORGAN COOKIE GROUP LLC, a California limited liability company; CRUMBL LLC, a Utah limited liability company; POCKETS SMITTY CORONA LLC, a Utah limited liability company; and DOES 1–50, inclusive,

Defendant(s).

Case No. 23STCV11939

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Action filed: May 25, 2023
Dept: Dept. 11, The Honorable
David S. Cunningham

1 The Motion of Plaintiff Nataliah Devol Green (hereafter referred to as "Plaintiff") for
2 Preliminary Approval of a Class Action Settlement (the "Motion") was considered by the Court,
3 The Honorable David S. Cunningham presiding. The Court having considered the Motion, the
4 Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement
5 Agreement"), and supporting papers, HEREBY ORDERS THE FOLLOWING:

6
7 1. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
9 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
10 has determined only that there is sufficient evidence to suggest that the proposed settlement
11 might be fair, adequate, and reasonable, and that any final determination of those issues will be
12 made at the final hearing. The Court will make a determination at the hearing on the motion for
13 final approval of class action settlement (the "Final Approval Hearing") as to whether the
14 Settlement is fair, adequate and reasonable to the Settlement Class.
15

16 2. For purposes of this Preliminary Approval Order, the "Settlement Class" means
17 (collectively "Class Members"), all persons employed or otherwise contracted by (i) Pockets
18 Smitty Two, LLC; (ii) Pockets Smitty Riverside, LLC; (iii) Pockets Smitty Upland, LLC; (iv)
19 Pockets Smitty Menifee, LLC; (v) Morgan Cookie Group, LLC; (vi) Morgan Cookie Group
20 Culver, LLC; (vii) Pockets Smitty Fontana, LLC; (viii) Morgan Cookies Group Downey, LLC;
21 (ix) Pockets Smitty Corona, LLC and/or (x) Pockets Smitty Rosemead, LLC as non-exempt,
22 hourly employees during the Class Period. The "Class Period" shall mean the period of time from
23 May 25, 2019, through the date of preliminary approval of this Settlement.
24

25 3. Based on their records, Defendants estimate that, as of the date of the Settlement
26 Agreement, (1) there are 873 Class Members and 18,013.00 Total Class Workweeks during the
27

1 Class period and (2) there were 683 Aggrieved Employees who worked 13,691 Pay Periods
2 during the PAGA Period.

3 4. “Effective Date” means the date by when both of the following have occurred: (a)
4 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
5 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
6 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
7 one or more Participating Class Members objects to the Settlement, the day after the deadline for
8 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
9 day after the appellate court affirms the Judgment and issues a remittitur.
10

11 5. This action is provisionally certified pursuant to section 382 of the California Code
12 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
13 purposes of settlement only with respect to the proposed Settlement Class.
14

15 6. Not later than 15 days after the Court grants Preliminary Approval of the
16 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
17 form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the
18 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
19 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
20 employees who need access to the Class Data to effect and perform under the Settlement
21 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
22 discover that the Class Data omitted class member identifying information and to provide
23 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
24 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
25 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
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1 issues related to missing or omitted Class Data.

2 7. No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the number of
4 Class Members, PAGA Members, Class Workweeks, and PAGA Pay Periods in the Class Data.

5 8. Using best efforts to perform as soon as possible, and in no event later than 14
6 days after receiving the Class Data, the Administrator will send to all Class Members identified
7 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
8 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibits**
9 **A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar amounts
10 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
11 and the number of Class Workweeks and PAGA Pay Periods (if applicable) used to calculate these
12 amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses
13 using the National Change of Address database.
14

15 9. Not later than three (3) business days after the Administrator’s receipt of any
16 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
17 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
18 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
19 the Notice Packet to the most current address obtained. The Administrator has no obligation to
20 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
21 returned by the USPS a second time.
22

23 10. Class Counsel’s contact information is David Glenn Spivak, Esq., The Spivak Law
24 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069 and Benjamin Smith,
25 Esq., Smith Law, 8605 Santa Monica Bl, PMB 97638, West Hollywood, CA 90069. Defense
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1 Counsel's contact information is Chris Jalian of Paul Hastings LLP, 515 South Flower Street
2 Twenty-Fifth, Floor, Los Angeles, California 90071-2228 and Kevin Jackson of Foley & Lardner
3 LLP, 11988 EL CAMINO REAL, SUITE 400, SAN DIEGO, CA 92130-2594

4 11. The deadlines for Class Members' written objections, Challenges to Class
5 Workweeks and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended
6 an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class
7 Members whose notice is re-mailed. The Administrator will inform the Class Member of the
8 extended deadline with the re-mailed Notice Packet.
9

10 12. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
11 discovers any persons who believe they should have been included in the Class Data and should
12 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
13 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
14 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
15 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
16 requiring them to exercise options under the Settlement Agreement not later than 14 days after
17 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.
18

19 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
20 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
21 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
22 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
23 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
24 the Class Member's election to be excluded from the Settlement and includes the Class Member's
25 name, address and email address or telephone number. To be valid, a Request for Exclusion must
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1 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
2 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

3 14. The Administrator may not reject a Request for Exclusion as invalid because it
4 fails to contain all the information specified in the Class Notice. The Administrator shall accept
5 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
6 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
7 determination shall be final and not appealable or otherwise susceptible to challenge. If the
8 Administrator has reason to question the authenticity of a Request for Exclusion, the
9 Administrator may demand additional proof of the Class Member's identity. The Administrator's
10 determination of authenticity shall be final and not appealable or otherwise susceptible to
11 challenge.
12

13 15. Every Class Member who does not submit a timely and valid Request for Exclusion
14 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
15 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
16 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
17 Participating Class Member actually receives the Class Notice or objects to the Settlement.
18

19 16. Every Class Member who submits a valid and timely Request for Exclusion is a
20 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
21 right to object to the class action components of the Settlement. Plaintiff releases all claims for
22 civil penalties that could have been sought by the Labor Commissioner for the violations
23 identified in Plaintiffs pre-filing letter to the LWDA; Plaintiff does not release the claim for wages
24 or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class
25 Member.
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17. Challenges to Calculation of Class Workweeks/PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute. A Class Workweek/PAGA Pay Period Dispute form, attached as Exhibit C, may be used for this purpose but is not required. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks/ PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

18. Objections to Settlement. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

19. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do

1 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
2 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
3 as Exhibit D may be used for this purpose but is not required.

4 20. Non-Participating Class Members have no right to object to any of the class action
5 components of the Settlement.

6 21. Not later than 14 days before the date by which Plaintiff is required to file the
7 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
8 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
9 compliance with all of its obligations under the Settlement Agreement, including, but not limited
10 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
11 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
12 from Settlement it received (both valid or invalid), the number of written objections and attach
13 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
14 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
15 declaration(s) in Court.

16 22. The Court approves, as to form and content, the Class Notice in substantially the
17 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
18 substantially the form attached as Exhibit B to this Order, the Class Workweeks Dispute form in
19 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
20 the form attached as Exhibit D to this Order.

21 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
22 Spivak Law Firm and Benjamin J. Smith of Smith Law as Class Counsel.

23 24. The Court approves, for settlement purposes only, Natalia Devol Green as the
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1 Class Representative.

2 25. The Court approves Phoenix Class Action Administration Solutions as the
3 Administrator.

4 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
5 costs subject to final review by the Court.

6 27. The Court preliminarily approves the estimated Administrator costs payable to the
7 Administrator subject to final review by the Court.

8 28. The Court preliminarily approves Plaintiff's Class Representative Service
9 Payment subject to final review by the Court.

10 29. The Court preliminarily approves the installment payments and distribution
11 schedules incorporated in the Settlement.

12 30. A Final Approval Hearing shall be held on ____ at .m. in Department Dept. 11
13 of the Superior Court for the State of California, County of Los Angeles, located at the Spring
14 Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012 to consider the fairness,
15 adequacy and reasonableness of the proposed Settlement preliminarily approved by this
16 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
17 and costs and the Class Representative Service Payment to the Class Representative. The notice
18 of motion and all briefs and materials in support of the motion for final approval of class action
19 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
20 Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any
21 continuance of the hearing of the motion for final approval.

22 31. If for any reason the Court does not execute and file a Final Approval Order and
23 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
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1 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
2 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
3 litigation, as more specifically set forth in the Settlement.

4 32. The Court expressly reserves the right to adjourn or continue the Final Approval
5 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
6 prompt notice of any continuance to Settlement Class Members who object to the Settlement.
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8 **IT IS SO ORDERED.**

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11 **DATE**

11 **THE HONORABLE DAVID S.**
12 **CUNNINGHAM**
13 **SUPERIOR COURT JUDGE**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

NATALIAH DEVOL GREEN, on behalf of herself and all others similarly situated, and as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

MORGAN COOKIE GROUP CULVER LLC, a California limited liability company; MORGAN COOKIE GROUP LLC, a California limited liability company; CRUMBL LLC, a Utah limited liability company; POCKETS SMITTY CORONA LLC, a Utah limited liability company; and DOES 1–50, inclusive,

Defendant(s).

Case No. 23STCV11939

[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT

Action filed: May 25, 2023
Dept: Dept. 11, The Honorable David S. Cunningham

This matter came on for hearing on ____ at ____m. in Department Dept. 11 of the above-captioned court on Plaintiff’s Motion for Final Approval of a Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action Settlement and Release of Claims (the “Settlement”) filed herewith which provides for a Gross Settlement Amount (“GSA”) of up to \$450,000.00 in compromise of all disputed claims on behalf

1 of all persons employed or otherwise contracted by (i) Pockets Smitty Two, LLC; (ii) Pockets
2 Smitty Riverside, LLC; (iii) Pockets Smitty Upland, LLC; (iv) Pockets Smitty Meniffee, LLC; (v)
3 Morgan Cookie Group, LLC; (vi) Morgan Cookie Group Culver, LLC; (vii) Pockets Smitty
4 Fontana, LLC; (viii) Morgan Cookies Group Downey, LLC; (ix) Pockets Smitty Corona, LLC
5 and/or (x) Pockets Smitty Rosemead, LLC as non-exempt, hourly employees during the period
6 of May 25, 2019 to the date of preliminary approval of this Settlement (“Settlement Class
7 Period”). All capitalized terms used herein shall have the same meaning as defined in the
8 Settlement.
9

10 In accordance with the Court’s prior Order Granting Preliminary Approval of Class
11 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
12 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
13 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
14 and the evidence and argument received by the Court in conjunction with the motions for
15 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
16 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
17 DETERMINATIONS¹:
18

19 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
20 to the Action, including all Class Members. Pursuant to this Court’s Order Granting Preliminary
21 Approval of Class Action Settlement of ___, the Notice Packet was sent to each Class Member
22 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
23
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25 _____
26 ¹ A true and correct copy of the Court’s ruling on the Motion for Preliminary Approval of Class
27 Action Settlement entered on [REDACTED] is attached hereto as **Exhibit A** and incorporated by reference.
28 A true and correct copy of the Court’s Minute Order dated [REDACTED] is attached hereto as **Exhibit B**
and incorporated by reference.

1 Settlement, their right to receive their proportional share of the Settlement, their right to request
2 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
3 person or by counsel at the final approval hearing and be heard regarding final approval of the
4 Settlement. Adequate periods of time were provided by each of these procedures. No member of
5 the Settlement Class presented written objections to the proposed Settlement as part of this notice
6 process, stated an intention to appear, or actually appeared at the final approval hearing.

8 2. For purposes of this Final Order and Judgment, the Class Members are all persons
9 employed or otherwise contracted by (i) Pockets Smitty Two, LLC; (ii) Pockets Smitty Riverside,
10 LLC; (iii) Pockets Smitty Upland, LLC; (iv) Pockets Smitty Menifee, LLC; (v) Morgan Cookie
11 Group, LLC; (vi) Morgan Cookie Group Culver, LLC; (vii) Pockets Smitty Fontana, LLC; (viii)
12 Morgan Cookies Group Downey, LLC; (ix) Pockets Smitty Corona, LLC and/or (x) Pockets
13 Smitty Rosemead, LLC as non-exempt, hourly employees at any time during the period of May
14 25, 2019 to the date of preliminary approval of this Settlement (“Settlement Class Period”).

16 3. The Court finds and determines that the notice procedure afforded adequate
17 protections to Class Members and provides the basis for the Court to make an informed decision
18 regarding final approval of the Settlement based on the responses of Class Members. The Court
19 finds and determines that the notice provided in this case was the best notice practicable, which
20 satisfied the requirements of law and due process as to all persons entitled to such notice.

22 4. **Release by Plaintiff and Class Members.** The Parties agree that it is their intent
23 that the resolution set forth in this Settlement will release and discharge the Released Claims by
24 way of any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or
25 other action of any kind by each and all of the Settlement Class Members (including participation
26 to any extent in any representative or collective action) against the Released Parties. This release
27

1 will not take effect until Defendants have paid the Gross Settlement Amount in full per this
2 Settlement Agreement.

3 5. **PAGA Release**. Plaintiff releases all claims for civil penalties that could have
4 been sought by the Labor Commissioner for the violations identified in Plaintiffs pre-filing
5 letter to the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved
6 Employee unless such Aggrieved Employee is a Participating Class Member.

7
8 6. **“Released Claims”** shall mean all claims stated in the Operative Complaint and
9 based solely on the facts alleged in the Operative Complaint. **“Released Parties”** shall mean
10 Defendants, and each of their respective former and present directors, officers, shareholders,
11 owners, parents, subsidiaries, brother-sister companies, franchisors, affiliates, members,
12 attorneys, insurers, employees, predecessors, successors, and assigns, including, without
13 limitation, (i) Pockets Smitty Two, LLC; (ii) Pockets Smitty Riverside, LLC; (iii) Pockets Smitty
14 Upland, LLC; (iv) Pockets Smitty Menifee, LLC; (v) Morgan Cookie Group, LLC; (vi) Morgan
15 Cookie Group Culver, LLC; (vii) Pockets Smitty Fontana, LLC; (viii) Morgan Cookies Group
16 Downey, LLC; (ix) Pockets Smitty Corona, LLC and/or (x) Pockets Smitty Rosemead, LLC.

17
18 7. The Court further finds and determines that the terms of the Settlement are fair,
19 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
20 provisions of the Settlement, including the release of claims contained therein, should be and
21 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
22 according to its terms. As of the Effective Date of Settlement, and for the duration of the
23 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
24 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
25 against the Released Parties as fully set forth in the Settlement. No objections were received by
26
27

1 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
2 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
3 the Administrator and therefore is/are not in the Settlement Class.

4 8. The Court finds and determines that (a) the Settlement Shares to be paid to
5 Participating Class Members and (b) the LWDA payment as civil penalties under the California
6 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
7 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
8 final approval to, and orders the payment of, those amounts be made to the Participating Class
9 Members and to the California Labor & Workforce Development Agency ("LWDA"), in
10 accordance with the terms of the Settlement.

11 9. The Court further grants final approval to and orders that the following payments
12 be made in accordance with the terms of the Settlement:

13 a. Class Counsel fees & costs of \$150,000.00 in attorneys' fees and
14 \$20,000.00 in litigation costs to Class Counsel;

15 b. \$15,000.00 as a Class Representative Service Payment award payable to
16 Plaintiff Nataliah Devol Green for her service as a Class Representative;

17 c. \$25,000.00 in costs of the Administrator payable to Phoenix Class Action
18 Administration Solutions for its services as the Administrator; and

19 d. Payment of \$3,750.00 (75% of the (\$5,000.00 PAGA penalty) to the
20 LWDA.

21 10. The settlement shall proceed as directed in the Settlement. Without affecting the
22 finality of this Final Order and Judgment in any way, the Court retains jurisdiction of all matters
23 relating to the interpretation, administration, implementation, effectuation and enforcement of this
24

1 Final Order and Judgment and the Settlement pursuant to California Rule of Court 3.769(h).

2 11. Within 14 calendar days of this Order, Defendants shall deposit \$175,000 of the
3 Gross Settlement into an account controlled by the Administrator of the Settlement within 15 days
4 of the Court granting final approval. Thereafter, Defendants shall make 24 monthly contributions
5 to the account controlled by the Administrator until the balance of the Gross Settlement Amount
6 is reached based on the payment schedule described in section 4. The first of the monthly
7 installment payments shall be paid 30 days after the initial \$175,000 payment. Defendants will
8 make each of the next 23 payments every 30 days thereafter. The 23 monthly payments shall be
9 in equal amounts of \$11,458.33 though the last and the final payment will be in the amount of
10 \$11,458.41. The Administrator shall make a total of three distributions. The first distribution will
11 occur 14 days after the Effective Date. The second distribution shall occur 14 days after the 12th
12 monthly installment payment and the third and last distribution will occur 14 days after the last
13 and final monthly installment payment. The Administrator shall disburse the Gross Settlement
14 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
15 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to
16 Defendants. Defendant CRUMBL LLC is not obligated to fund any portion of the Gross
17 Settlement Amount.

20 12. Other than their employer side payroll taxes, Defendants' payment of such sums
21 shall be the sole financial obligation of Defendants under the Settlement, and shall be in full
22 satisfaction of all claims released herein, including, without limitation, all claims for wages,
23 penalties, interest, attorneys' fees, costs and expenses.

25 13. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
26 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
27

1 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator
2 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
3 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
4 California Unclaimed Property Fund.

5 14. The Parties shall file a final accounting report by _____. A non-appearance case
6 review re submission of a final report is scheduled for ____ at _____.m. in Department Dept. 11.
7 The Parties shall also prepare and file a stipulation and proposed order and proposed Amended
8 Final Order and Judgment by _____ which includes the amount of distribution of unpaid cash
9 Residue, and unclaimed or abandoned funds to the non-party, the accrued interest on that sum.
10 The stipulation shall be signed by counsel for the class and defense counsel in accord with the
11 proposed Amended Final Order and Judgment. If there are objections by any party or non-party,
12 class counsel shall immediately notify the Court and the matter will be set for further hearing. A
13 non-appearance hearing for the lodging of the stipulation and proposed order and separate
14 amended judgment is scheduled for ____ at _____.m. in Department Dept. 11.
15

16 15. Nothing in this Final Order and Judgment shall preclude any action to enforce the
17 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
18 deposit funds for distribution by the Administrator to Participating Class Members in accordance
19 with the Settlement.
20

21 16. The Court hereby enters final judgment in this case in accordance with the terms
22 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
23 Order and Judgment.
24

25 17. The Parties are hereby ordered to comply with the terms of the Settlement.

26 18. The Parties shall bear their own costs and attorneys' fees except as otherwise
27

1 provided by the Settlement and this Final Order and Judgment.

2 19. The Settlement is not an admission by Defendants nor is this Final Order and
3 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
4 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
5 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
6 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
7 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
8 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
9 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
10 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
11 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
12 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
13 and any other papers and records on file in the Action may be filed in this Court or in any other
14 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
15 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
16 the Released Claims.
17

18
19 20. This document shall constitute a Judgment for purposes of California Rule of
20 Court 3.769(h).
21

22 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
23

24 _____
25 **DATE**

26 **THE HONORABLE DAVID S.**
27 **CUNNINGHAM**
28 **SUPERIOR COURT JUDGE**