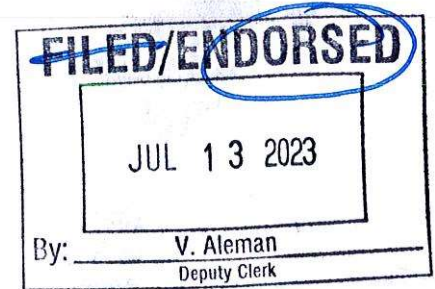


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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

GLORIA NAZARENO, et al.,	) Case No. 34-2020-00278363
	)
Plaintiffs,	) Assigned to Judge LAURI A. DAMRELL
vs.	)
	) CLASS ACTION
ANAND, INC, dba JACK IN THE BOX et al.,	)
	) SUPPLEMENTAL DECLARATION OF
Defendants.	) MATTHEW R. SCHOECH IN
	) SUPPORT OF PLAINTIFFS' MOTION
	) FOR PRELIMINARY APPROVAL OF
	) CLASS ACTION SETTLEMENT
	)
	) Date: July 14, 2023
	) Time: 9:00 a.m.
	) Dept.: 28
	) Judge: Hon. LAURI A. DAMRELL
	)
	) Complaint filed: May 8, 2020
	) Trial Date: Not Set
	)

1 I, Matthew R. Schoech, declare as follows:

2 1. I am the managing attorney of Schoech Law Group, PC, attorneys of record for
3 Plaintiff in this action. I am admitted to practice before all courts of the State of California. I am
4 Plaintiff's counsel in the above-captioned class action and have personal knowledge of the facts
5 thereto. I make this declaration upon my personal knowledge and, if called upon and sworn as a
6 witness, I could and would competently testify hereto.
7

8 2. I submit this Supplemental Declaration in support of Plaintiffs' Unopposed Motion
9 for Preliminary Approval of Class Action Settlement served and filed herewith. I have been
10 involved in all aspects of this Action and have personal knowledge of the following facts.
11

12 3. At the time the time Plaintiffs' Motion for Preliminary Approval of Class
13 Settlement filed we were still awaiting Defendant's signature to the Joint Stipulation Regarding
14 Class Action Settlement as they were traveling and unable to sign prior to the filing of the motion.
15 Plaintiff's subsequently received Defendant's signature to the Joint Stipulation Regarding Class
16 Action Settlement, true and correct copy of the fully executed Joint Stipulation Regarding Class
17 Action Settlement is attached hereto as **Exhibit 1**.
18

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct, and that this declaration was executed on July 12, 2023, at
21 Sacramento, California.
22

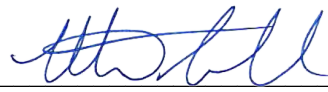
23 
24 Matthew R. Schoech, Esq.

Exhibit 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

GLORIA NAZARENO, et al.,

) CASE NO. 34-2020-00278363

)

Plaintiffs,

) **JOINT STIPULATION OF CLASS**

vs.

) **AND PAGA SETTLEMENT**

)

ANAND, INC, dba JACK IN THE BOX et
al.,

) Action filed: May 8, 2020

) Trial Date: None Set

)

Defendants.

)

)

)

)

1 This Joint Stipulation of Class and PAGA Settlement (“Stipulation of Settlement”) is
2 made by and between the Named Plaintiffs, GLORIA NAZARENO and ELOISE IYAR
3 (“Named Plaintiffs”) on their own behalf, and on behalf of all Class Members, the Labor &
4 Workforce Development Agency (“LWDA”) and all Aggrieved Employees, as defined
5 below, on the one hand, and Defendant ANAND, INC. (“Anand” or “Defendant”), in the
6 above-captioned litigation originally filed in the Superior Court of California County of
7 Sacramento, Case No. 34-2020-00278363, (the “Litigation”). This Stipulation of Settlement
8 resolves all claims that were asserted or could have been asserted against Defendant
9 pertaining to the claims in the Litigation.

10
11 **1. DEFINITIONS**

12 The following terms, when used in this Agreement, have the following meanings:

13 1.1 “Action” means the above stated lawsuit, *Gloria Nazareno et al. v. Anand, Inc*
14 Superior Court of California County of Sacramento, Case No. 34-2020-00278363.

15 1.2 “Aggrieved Employees” means: all individuals in California who have, or
16 continue to, perform work for Defendant Anand, Inc. during the PAGA Claim Period.

17 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint
18 Stipulation Regarding Class Action and PAGA Settlement and Release.

19 1.4 “Claim Amount” means an individual Qualified Claimants’ and Aggrieved
20 Employees’ allocation of the Net Settlement Amount and PAGA Payment respectively, as
21 defined in Sections 1.22, 1.26, 5.5, and 5.8.

22 1.5 “Claims Administrator” means and refers to ILYM Group, Inc., the third-party
23 entity that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party
24 class action settlement claims administrator agreed to by the Parties and approved by the Court
25 for the purposes of administering this Agreement. The Parties each represent that they do not
26 have any financial interest in the Claims Administrator or otherwise have a relationship with the
27 Claims Administrator that could create a conflict of interest.
28

1.6 “Claims Administrator Costs” means the fees and expenses reasonably incurred by the Claims Administrator as a result of the procedures and processes expressly required by this Agreement, and shall include all costs of administering the Agreement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Claims Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Class Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class Members and/or Aggrieved Employees, Class Counsel, and Defendants’ Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Claim Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Claim Amounts; and any other costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of its duties under this Agreement

1.7 “Class Counsel” means the law firm of Schoech Law Group, PC and Van Dyke Litigation and Trial Attorneys, PC and all the lawyers of those firms, specifically including but not limited to Matthew Schoech, who is counsel for and acting on behalf of Named Plaintiffs and those who the Named Plaintiffs represent.

1.8 “Claim Form” means the document substantially in the form attached hereto as Exhibit 2.

1.9 “Class Member(s)” means all individuals in California who have, or continue to, perform work for Defendant Anand, Inc. during the Class Period.

1.10 “Class Period” means: from April 6, 2016, up to the date a signed order preliminarily approving the settlement is filed.

1.11 “Class Representatives” means Plaintiffs Gloria Nazareno and Eloise Iyar.

1 1.12 “Class Representatives’ Released Claims” means all claims arising from, could
2 have been asserted, or related in any way to the claims contained in the Complaints (defined
3 below) and any additional wage and hour claims that could have been brought in the operative
4 Complaints, through the Class Period including, but not limited to, claims under the Private
5 Attorney General Act or 2004 (PAGA) for all purportedly Aggrieved Employees. Class
6 Representatives Gloria Nazareno and Eloise Iyar shall include a broader general release which
7 includes a release of all known and unknown claims and a waiver of rights under Civil Code
8 §1542.

9 1.13 “Complaint(s)” means the operative Complaints on file in the Action. This shall
10 include an amended complaint that Class Counsel to conform to the claims settled in this
11 Agreement which shall include adding a PAGA cause of action and waiting time penalties
12 pursuant to Labor Code § 203.

13 1.14 “Court” means the Sacramento County Superior Court.

14 1.15 “Defendant” means Anand, Inc.

15 1.16 “Defendant’s Counsel” means Dennis C. Huie and Emily A. Murphy of Rogers
16 Joseph O’Donnell.

17 1.17 “Enhancement Payment” means the amount approved by the Court to be paid to
18 the Class Representatives in recognition of the time and effort expended on behalf of Class
19 Members for the benefit of Class Members, which is in addition to any Claim Amount paid to
20 the Class Representatives as Qualified Claimants.

21 1.18 “Effective Date” means the 14th calendar day after the Court signs the Final
22 Approval Order unless there is a timely objection logged, in which case, either (a) the 60th
23 calendar day after a signed order granting final approval of this Agreement has been filed
24 provided no motion to vacate the judgment, appeal, writ or other appellate proceeding having
25 been filed; or (b) the seventh (7th) calendar day after any motion to vacate the judgment, appeal,
26 writ, or other appellate proceeding opposing the Agreement has been finally dismissed with no
27 material change to the terms of this Agreement and there is no right to pursue further remedies or
28 relief, whichever is later.

1.19 “Final Approval Date” means the date a signed order granting final approval of this Agreement is filed with the Court.

1.20 “Maximum Gross Settlement Amount” is the sum of Two Hundred and Sixty Thousand Dollars (\$260,000). “Gross Settlement Amount” shall consist of payments to Qualified Claimants, Aggrieved Employees, all approved fees and costs such as attorneys’ fees, costs and litigation expenses related to the Action or settlement of the Action, Claims Administrator Costs, the Enhancement Payment to the Class Representatives and the payment to the LWDA. The Gross Settlement Amount shall not exceed the Maximum Gross Settlement Amount.

1.21 “LWDA” means the California Labor and Workforce Development Agency.

1.22 “Net Settlement Amount” is the portion of the Maximum Gross Settlement Amount available for distribution to Qualified Claimants, as described in this Agreement, after deduction of Plaintiffs’ attorneys’ fees and litigation costs, Claims Administrator Costs, the PAGA Payment, and Enhancement Payment to the Class Representatives. For any amount of the Net Settlement Amount not claimed by Class Members by submitting timely valid Claim Forms, the Parties agree that the minimum amount to be paid to Class Members who submit valid claims (*i.e.*, the settlement floor) will be 40 percent of the Net Settlement Amount; if the amount claimed by Class Members is less than 40 percent, the amount to be paid to Class Members who submit valid claims will be increased *pro rata* until 40 percent of the Net Settlement Amount is paid out. Any unclaimed residue remaining in the Net Settlement Amount will remain Defendants’ sole and exclusive property.

1.23 “Notice of Settlement” means the document substantially in the form attached hereto as **Exhibit 1**.

1.24 “Notice Period” means thirty (30) calendar days from the initial mailing of the Notice of Settlement to Class Members and Aggrieved Employees.

1.25 “PAGA” means Private Attorneys General Act.

1 1.26 “PAGA Payment” means the amount allocated from the Gross Settlement
2 Amount towards resolving claims under the Private Attorneys General Act of 2004, California
3 Labor Code §§ 2698 *et seq.*

4 1.27 “PAGA Claim Period” means April 6, 2019, up to the date a signed order
5 preliminarily approving the settlement is filed.

6 1.28 “Parties” mean Defendant and Plaintiffs.

7 1.29 “Preliminary Approval Date” means the date a signed order granting preliminary
8 approval of this Agreement is filed with the Court.

9 1.30 “QSF” means a Qualified Settlement Fund set up by the Claims Administrator for
10 the benefit of the Qualified Claimants and/or Aggrieved Employees and from which the
11 payments under this Agreement shall be made. Any amounts Defendant has agreed to pay under
12 this Agreement shall remain the property of Defendant until the payments required under the
13 Agreement are made.

14 1.31 “Qualified Claimants” mean any and all Class Members who have timely
15 submitted a valid and complete Claim Form and have not made any timely request to opt-out of
16 the Agreement. Class Representatives, as defined in Section 1.11 above, will, by operation of
17 this Agreement, be deemed to have submitted timely Claim Forms and are not required to take
18 any further action under this Agreement to receive their *pro rata* share of the Maximum Gross
19 Settlement.

20 1.32 “Class Members’ Released Claims” means all claims contained in the Complaint,
21 and any additional wage and hour claims that could have been brought in the operative
22 Complaint, through the Class Period. This release excludes the release of claims not permitted
23 by law. The Class Members’ Released Claims exclude claims for workers’ compensation or
24 unemployment insurance benefits. This release will cover all Class Members who do not opt out
25 regardless of whether they have submitted a Claim Form.

26 1.33 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
27 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For
28

1 Class Members, workweeks shall be defined as the total length of service (in days) in California
2 during the Class Period divided by seven. For Aggrieved Employees workweeks shall be
3 defined as the total length of service (in days) in California during the PAGA Claim Period
4 divided by seven. The calculation of a Class Member's and/or Aggrieved Employees'
5 workweeks and a determination as to whether a Class Member and/or Aggrieved Employee was
6 actively employed in California in a particular workweek shall be construed from Defendant's
7 records.

8 1.34 "Released PAGA Claims" means any and all claims that were brought under the
9 Private Attorneys General Act, Labor Code § 2698 *et seq.*, in the Complaint or any wage and
10 hour claim that could have been brought in the Complaint during the PAGA Claim Period.
11 Aggrieved Employees cannot opt out of this waiver of claims.

12 1.35 "Released Parties" means Defendant, as well as Defendant's officers,
13 shareholders, directors, owners, agents, current and former employees, attorneys, and insurers,
14 predecessors or successors, or any alleged joint employer or alter-ego of Defendant.

15 **2. DESCRIPTION OF THE LITIGATION**

16 2.1 On or about May 8, 2020, Plaintiff Gloria Nazareno filed putative class action
17 complaint against Defendant Anand, Inc. alleging causes of action for 1) Failure to Provide Meal
18 and Rest Periods in Violation of Cal. Labor Code §§ 226.7; 2) Failure to Indemnify for Work
19 Related Expenditures; 3) Failure to Pay Earned Wages and in Violation of Cal. Labor Code §
20 204, 210, and 218); 4) Failure to Provide Accurate Pay Stubs in Violation of Cal. Labor Code §
21 226; and 5) Unfair Business Practices.

22 2.2 Plaintiff Gloria Nazareno filed a First Amended Complaint on approximately July
23 16, 2020, adding plaintiff Eloise Iyar.

24 2.3 Through formal and informal discovery, Defendant and Defendant's Counsel
25 provided Class Counsel with copies of all applicable versions of its policies and procedures,
26 employee handbooks, information on Class Members including, but not limited to, Class
27 Members' workweeks, dates of employment, total number of Class Members, their rates of pay,
28

1 and pay periods as well as timecard data and payroll reports for Class Members, and arbitration
2 agreements.

3 2.4 After Class Counsel received the data, the Parties agreed to participate in
4 mediation. On April 15, 2021, and again on February 6, 2023, the Parties participated in two
5 lengthy mediations with private mediator Judge Richard L. Gilbert. Although the Parties were
6 unable to reach a resolution at the conclusion of first mediation, after subsequent discussions
7 between the Parties and with the mediator, the Parties were able to come to a resolution during
8 the second mediation. At all times, the Parties' settlement negotiations have been non-collusive,
9 adversarial, and at arm's length.

10 2.5 Discussions between Plaintiffs and Class Counsel, between counsel for the
11 Parties, document productions, extensive legal analysis, the provision of information by
12 Defendant to Plaintiffs and the detailed analysis of the records, including expert analysis, have
13 permitted each side to assess the relative merits of the claims and the defenses to those claims.

14 2.6 In the Action, Plaintiffs contend that Defendants violated California law by failing
15 to provide meal and rest breaks, failing to pay reporting time pay, failing to reimburse work
16 related expenditures, and failing to provide accurate pay stubs. Plaintiffs also allege that these
17 policies and practices resulted in derivative PAGA penalties. Defendant has denied each of
18 Plaintiffs' claims and Defendant has denied that this Action is appropriate for class certification
19 for anything other than settlement purposes. The agreed upon Maximum Gross Settlement
20 Amount was reached after evaluating the Plaintiffs' theories of potential exposure for the
21 underlying claims and the class data supporting these claims. The Parties, with the assistance of
22 the mediator, also assessed appropriate discounts to the potential liability based on Defendant's
23 factual and legal contentions and defenses.

24 2.7 The Parties agree that the above-described investigation and evaluation, as well as
25 discovery and the information exchanged to date, are more than sufficient to assess the merits of
26 the respective Parties' positions and to compromise the issues on a fair and equitable basis.
27 Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable
28 that the Action be settled in a manner and upon such terms and conditions set forth herein in

1 order to avoid further expense, inconvenience and distraction of further legal proceedings, and
2 the risk of an adverse outcome each of the Parties potentially face in the Action. Therefore, the
3 Parties desire to resolve the claims in the Action. Plaintiffs, Class Counsel, Defendant, and
4 Defendant's Counsel are of the opinion that the Agreement for the consideration and terms set
5 forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

6 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

7 3.1 This Agreement and all associated exhibits or attachments are made for the sole
8 purpose of settling the Action. This Agreement and the settlement it evidences are made in
9 compromise of disputed claims. Because the Action was pled as a class action, this Agreement
10 must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this
11 Agreement and associated settlement on a conditional basis. If the Court does not enter an order
12 granting final approval of the Agreement, or if the Court's approval of the settlement is reversed
13 or materially modified on appellate review, this Agreement shall be deemed null and void; it
14 shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose
15 whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the
16 provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408,
17 and any other analogous rules of evidence that may be applicable.

18 3.2 Defendant has denied all claims as to liability, damages, liquidated damages,
19 penalties, interest, fees, restitution, injunctive relief and all other forms of relief asserted in the
20 Action. Defendant has agreed to resolve the Action via this Agreement, but to the extent this
21 Agreement is deemed void or the Final Approval Date does not occur, Defendant does not
22 waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the
23 Action upon all procedural and factual grounds, including, without limitation, the ability to
24 challenge class, representative or collective treatment on any grounds, as well as to assert any
25 and all other potential defenses or privileges.

26 **4. SCOPE OF THE CLASS**

27 4.1 The scope of the class of individuals encompassed under the Agreement, who are
28 entitled to all benefits as authorized under the Agreement and subject to all obligations and

1 duties required under the Agreement, shall include all Class Members as defined in Section 1.9
2 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class
3 Members who submit valid and timely requests to opt-out of the Agreement and settlement, as
4 set forth in Section 7.5.1.

5 4.2 Individuals entitled to recover under this Agreement will include only those
6 individuals who are identified as being within the scope of this Agreement under Section 4.1
7 provided that the Class Member has also submitted a timely and valid Claim Form.

8 4.3 Any person who believes that he or she is a Class Member or Aggrieved
9 Employee and wishes to participate in the Agreement, but did not receive a Notice of Settlement
10 because his or her name did not appear on the class list provided to the Claims Administrator
11 prior to mailing, may submit a data request to the Claims Administrator. The data request must
12 contain all of the following information: (a) the full name and, if applicable, Social Security
13 Number of the individual making the request; (b) the name used by such employee as of the time
14 his or her employment with Defendant ended; (c) the years during which such employee was
15 employed with Defendant; and (d) a return address to which a response may be sent. Every data
16 request must be postmarked on or before the conclusion of the Notice Period or otherwise
17 submitted to the Claims Administrator such that it is received before the conclusion of the Notice
18 Period. Upon receipt of any data requests, the Claims Administrator shall promptly (in no event
19 more than two business days) transmit the data requests to Defendant's Counsel and request that
20 Defendant review its records.

21 4.4 If Defendant agrees that the person listed in a data request is a Class Member
22 and/or Aggrieved Employee, the Claims Administrator shall promptly mail a Notice of
23 Settlement to the person who submitted the data request, at the address designated for that
24 purpose in the data request. All provisions of this Agreement relating to the Notice of
25 Settlements shall apply to Notice of Settlements sent in response to data requests, and any person
26 who submits a data request and is sent a Notice of Settlement in response shall be treated by the
27 Claims Administrator as a Class Member and/or Aggrieved Employee for all other purposes.
28

1 4.5 If Defendant disagrees that the person listed in a data request is a Class Member
2 and/or Aggrieved Employee, Defendant's Counsel and Class Counsel shall attempt to resolve
3 any such dispute in good faith within seven (7) calendar days of Class Counsel being advised in
4 writing of the data request dispute. Defendant's records shall control unless the individual
5 submitting the data request provides persuasive evidence to doubt the accuracy of those records.
6 Each data request dispute that Defendant's Counsel and Class Counsel cannot timely resolve
7 shall be resolved by the Claims Administrator. The Claims Administrator must accept and
8 weigh all the evidence provided in a good faith attempt to resolve the dispute. The Claims
9 Administrator must resolve any dispute submitted to it within seven (7) calendar days after
10 Defendant's Counsel and Class Counsel submit the dispute to the Claims Administrator. The
11 decision by the Claims Administrator shall be final and there shall be no right of appeal.

12 **5. TERMS OF THE SETTLEMENT**

13 The Parties agree as follows:

14 5.1 Maximum Gross Settlement Amount and Gross Settlement Amount: In
15 consideration and exchange for the releases described in Section 6, Defendant shall pay up to the
16 Maximum Gross Settlement Amount (\$260,000) on a claims made basis. Funding in the amount
17 of the Gross Settlement Amount shall occur within twenty-one (21) days after the Final Approval
18 Date to be held in trust in a QSF by the Claims Administrator for no more than fourteen (14)
19 days after Defendant's last day to fund the settlement at which time the Claims Administrator
20 will disburse settlement funds as described in Section 7.8. Any monies necessary to satisfy
21 Defendant's tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage
22 payments) on any monies distributed to Qualified Claimants will be paid in addition to the Gross
23 Settlement Amount.

24 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's
25 fees of 33 1/3% or \$86,666.67 of the Maximum Gross Settlement Amount, which shall be paid
26 from the Maximum Gross Settlement Amount. Defendant has agreed to not oppose Class
27 Counsel's application for attorneys' fees so long as it does not exceed the \$86,666.67 threshold.
28 Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to

1 exceed \$23,000, which shall be paid from the Maximum Gross Settlement Amount. Defendant
2 has agreed to not oppose Class Counsel's request for reimbursement for advanced litigation
3 expenses so long as they do not exceed the \$23,000 threshold. The Claims Administrator will
4 issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this
5 Agreement. In the event that the Court awards less than the requested attorney's fees and/or
6 costs, the portion of the requested amounts not awarded to Class Counsel shall be added to the
7 Net Settlement Amount to be distributed to Qualified Claimants on a pro rata basis.

8 5.3 Claims Administrator Costs: The Claims Administrator Costs shall be paid from
9 the Maximum Gross Settlement Amount and shall not exceed \$17,650. The difference between
10 any actual costs and the allocated \$17,650 shall be added to the Net Settlement Amount.

11 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiffs, shall apply to the
12 Court for an Enhancement Payment to the Class Representatives in an amount not to exceed Ten
13 Thousand Dollars (\$10,000) to compensate for the risks, time, and expense of their involvement
14 in the Action and securing the benefits of this Agreement for Class Members. The Enhancement
15 Payment is in addition to the Claim Amount Plaintiffs would otherwise be due under the
16 Agreement as a Qualified Claimants. Defendant has agreed to not oppose Class Counsel's
17 request for an Enhancement Payment to Plaintiffs so long as it does not exceed the amount stated
18 herein. The Enhancement Payment will be designated as a non-wage payment and reported on
19 an IRS Form 1099. In the event that the Court awards less than the Enhancement Payment
20 amount requested, then any portion of the requested amount not awarded to the Class
21 Representatives shall be added to the Net Settlement Amount to be distributed to Qualified
22 Claimants on a pro rata basis.

23 5.5 PAGA Payment: \$10,000 (Ten Thousand Dollars) of the Maximum Gross
24 Settlement Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent
25 (75%) of the PAGA Payment will be paid to the LWDA and Twenty-Five percent (25%) will be
26 paid to Aggrieved Employees on a pro rata basis as described below in Section 5.5. Any amount
27 not approved by the Court for the allocated PAGA Payment shall be added to the Net Settlement
28 Amount to be distributed to Qualified Claimants on a pro rata basis.

1 5.6 Treatment of Residue: For any portion of the Net Settlement Amount or PAGA
2 Payment allocated to Qualified Claimants and/or Aggrieved Employees that were not claimed by
3 cashing their respective settlement checks before the deadline to do so, that remaining amount
4 shall be returned to Defendant.

5 5.7 No Additional Benefits Contributions: All Claim Amounts paid to Qualified
6 Claimants and Aggrieved Employees shall be deemed to be income solely in the year in which
7 such amounts were actually received. It is expressly understood and agreed that the receipt of
8 such Claim Amounts will not entitle any Qualified Claimant or Aggrieved Employee to any new
9 or additional compensation or benefits under any company bonus or other compensation or
10 benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle
11 any Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
12 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Claim
13 Amounts provided for in this Agreement are the sole payments to be made by Defendant to the
14 Qualified Claimants and Aggrieved Employees in connection with this Agreement
15 (notwithstanding any contrary language or agreement in any benefit or compensation plan
16 document that might have been in effect during the period covered by this Agreement).

17 5.8 Pro Rata Distribution Formula: Payment to Qualified Claimants of their share of
18 the Net Settlement Amount will require the submission of a Claim Form. Payment to Aggrieved
19 Employees of their share of the PAGA Payment will not require the submission of a Claim
20 Form. Payment of Claim Amounts to Qualified Claimants shall be as follows:

21 5.8.1 A Net Settlement Amount will be determined by subtracting from the
22 Maximum Gross Settlement Amount any amounts approved by the Court for attorneys' fees and
23 costs, any Enhancement Payment to the Class Representatives, the Claims Administrator Costs,
24 and the PAGA Payment. Each Qualified Claimants' share of the Net Settlement Amount shall
25 be determined by taking the Qualifying Workweeks for the individual Qualified Claimant and
26 dividing that by the Qualifying Workweeks for all Class Members and multiplying that fraction
27 by the Net Settlement Amount. However, regardless of the claims rate, Defendants shall be
28 obligated to pay out a minimum of 40% of the Net Settlement Amount. If less than 40% of the

Net Settlement Amount is claimed by Qualified Claimants, the Qualified Claimants will have their individual shares of the Net Settlement Amount increased, pro rata, until 40% of the Net Settlement Amount is distributed. Any portion of the Net Settlement Amount in excess of the minimum 40% threshold that is not claimed by Qualified Claimants shall remain the property of Defendant.

5.8.2 Class Representatives, as defined in Section 1.11 above, will, by operation of this Agreement, be deemed to have submitted timely Claim Forms and are not required to take any further action under this Agreement to be considered Qualified Claimants and receive their *pro rata* share of the Maximum Gross Settlement.

5.8.3 Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Claim Amounts to be paid to Qualified Claimants and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Claims Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Qualified Claimants as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Claim Amounts to Qualified Claimants and Aggrieved Employees are as follows:

5.9.1 Ten Percent (10%) of each Qualified Claimants' Claim Amount shall be allocated for payment of disputed wages and shall be subject to required payroll taxes. Qualified Claimants shall receive an IRS Form W-2 for reporting of this portion of their Claim Amount.

5.9.2 Ninety percent (90%) of each Qualified Claimants' Claim Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any payroll taxes. This portion of the Claim Amount consists of other income, not wages, for which the Qualified Claimants shall receive an IRS Form 1099-MISC.

1 5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25%
2 portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no
3 amount shall be deducted for any payroll taxes. This portion of the Claim Amount consists of
4 other income, not wages, for which the Aggrieved Employees shall receive an IRS Form 1099-
5 MISC.

6 5.10 Qualified Claimants and Aggrieved Employees shall be solely responsible for the
7 reporting and payment of their share of any federal, state and/or municipal income or other taxes
8 on payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and
9 Defendant's Counsel free and harmless from any claims resulting from treatment of such
10 payments as non-taxable, including the treatment of such payments as not subject to withholding
11 or deduction for payroll and employment taxes. No party has made any representation to any of
12 the other Parties as to the taxability of any payments pursuant to this Agreement, including the
13 payments to Qualified Claimants, the payments to Aggrieved Employees, the payments to Class
14 Counsel, the payments to the Class Representatives, the payroll tax liability of Defendant, or the
15 allocation of the Net Settlement Amount or PAGA Payment to wage and non-wage income as
16 provided in this Section, or otherwise as to tax implications of any provision of this Agreement.

17 5.11 No Additional Contribution by Defendant: Defendant's monetary obligation
18 under this Agreement is limited to the Gross Settlement Amount plus additional funds, if any,
19 due under the Escalator Clause, and any employer side payroll taxes owed on amounts
20 characterized as wages under this Agreement . All other costs and expenses arising out of or in
21 connection with the performance of this Agreement shall be paid from the Gross Settlement
22 Amount, unless expressly provided otherwise herein. However, in the event this agreement is
23 deemed null and void as described in Section 3 because the Court, in its independent
24 determination, finds that the Agreement does not meet the standards for settlement approval,
25 then Defendant and Plaintiffs shall be equally responsible for the costs of the Claims
26 Administrator incurred between the date the Agreement was executed and the date of such event.
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1 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of
2 settlement only, certification of the class as defined in Section 1.9 and 4.1 is appropriate and the
3 requisites for establishing class certification have been met and are met.

4 5.13 Adequacy of Class Counsel and Class Representatives: The Parties agree that, for
5 purposes of settlement only, Class Counsel and Plaintiffs are adequate representatives for Class
6 Members and Aggrieved Employees.

7 **6. RELEASE**

8 6.1 Release of Claims by Class Members: Upon the Effective Date, all Class
9 Members who did not opt out will be deemed to fully, finally and forever release Class
10 Member's Released Claims as to all Released Parties. In addition, on the Effective Date, all
11 Class Members who did not opt out and their successors in interest will be permanently enjoined
12 and forever barred from prosecuting any of Class Members' Released Claims against any of the
13 Released Parties.

14 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all
15 Aggrieved Employees will be deemed to fully, finally and forever release the Released PAGA
16 Claims as to all Released Parties. In addition, on the Effective Date, all Aggrieved Employees
17 and their successors in interest will be permanently enjoined and forever barred from prosecuting
18 any of the Released PAGA Claims against any of the Released Parties.

19 6.3 Release by Plaintiffs: Upon the Effective Date, Plaintiffs will be deemed to fully,
20 finally and forever release the Class Member's Released Claims, Released PAGA Claims, and
21 Class Representatives' Released Claims as to all Released Parties. In addition, on the Effective
22 Date, Plaintiffs and any successors in interest will be permanently enjoined and forever barred
23 from prosecuting any of the Class Members' Released Claims, Released PAGA Claims, and
24 Class Representatives' Released Claims against any of the Released Parties.

25 **7. SETTLEMENT ADMINISTRATION**

26 7.1 Duties of Claims Administrator: The Claims Administrator shall be responsible
27 for: 1) receiving Class Member and Aggrieved Employee contact information and confirming
28 addresses are valid; 2) calculating estimated Claim Amounts and any and all taxes associated

1 with the Claim Amounts, including Employer taxes; 3) taking appropriate steps to trace and
2 locate any individual Class Members and Aggrieved Employee whose address or contact
3 information as provided to the Claims Administrator is inaccurate or outdated and mailing the
4 Notice of Settlement and Claim Form to Class members; 4) providing notification to the
5 appropriate state and federal officials of this Agreement as required under the law; 5) receiving,
6 independently reviewing, and resolving any challenges (in consultation with Class Counsel and
7 Defendant's Counsel) from Class Members or Aggrieved Employees, including any associated
8 documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on
9 Class Counsel, Defendant's Counsel, and the Court, copies of any written objections, and/or any
10 opt out statements; 7) establishing a toll free telephone line and responding to inquiries and
11 requests for information or assistance from Class Members and/or Aggrieved Employees; 8)
12 maintaining a QSF; 9) determining and paying the final amounts due to be paid under the
13 Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and
14 costs, Claims Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for
15 funds that cannot be distributed due to the inability to locate Class Members or Aggrieved
16 Employees; 10) determining the validity of any disputes or late opt-outs by previously
17 unidentified Class Members or Aggrieved Employees; 11) paying any residual funds from
18 uncashed checks; 12) reporting to Class Counsel and Defendant's Counsel regarding the
19 statistics of the administration, including, but not limited to, (a) the number of initial Notice of
20 Settlements and Claim Forms mailed; (b) the number of forwarded Notice of Settlements and
21 Claim Forms; (c) the number of re-mailed Notice of Settlements and Claim Forms; (d) the
22 number of total undeliverable Notice of Settlements and Claim Forms; (e) the number of address
23 traces performed for undeliverable Notice of Settlements and Claim Forms; (f) the number of
24 Notice of Settlements and Claim Forms undeliverable from traced addresses; (g) the number of
25 total objections received; (h) the number of opt-out requests received; (i) the number of disputes
26 received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding
27 the final statistics of the administration and compliance with all payment obligations under the
28 Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Claim

1 Amounts to Qualified Claimants and Aggrieved Employees; 15) receiving completed Claim
2 Forms and determining whether the Claim Form is timely and valid, or notifying Class Counsel
3 and Defendant's Counsel if they are unable to determine the validity or timeliness of a Claim
4 Form; and 16) carrying out other related tasks as necessary to effectuate the terms of this
5 Agreement and any Order of the Court. All disputes relating to the Claims Administrator's
6 ability and need to perform its duties shall be referred to the Court, if necessary, which will have
7 continuing jurisdiction over the terms and conditions of this Agreement, until all payments and
8 obligations contemplated by the Agreement have been fully executed.

9 7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlements
10 and Claim Forms will provide Class Members and Aggrieved Employees with a summary of the
11 terms and conditions of the Agreement, how to participate in the settlement, how to object to the
12 Agreement, how to dispute the individual's Qualifying Workweeks, and how to opt-out from the
13 Agreement. The Notice of Settlement will also inform Class Members and Aggrieved
14 Employees of the Maximum Gross Settlement Amount, Net Settlement Amount, proposed
15 attorneys' fees and costs allocations, any proposed Enhancement Payments, proposed Claims
16 Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the class, the
17 nature and extent of the released claims, dates set for a fairness hearing and hearing on Class
18 Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include
19 information regarding Class Member's and Aggrieved Employee's estimated Claim Amount.

20 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after
21 the Preliminary Approval Date, Defendants shall provide the Claims Administrator with the
22 name, last known mailing address, last known telephone number, Social Security Number, start
23 and end date of employment (if any) of each Class Member, and any other information the
24 Claims Administrator needs to effectuate notice to Class Members and Aggrieved Employees as
25 outlined herein. The Claims Administrator shall review the data to determine the number of
26 Qualifying Workweeks for each Class Member and Aggrieved Employee. No later than fourteen
27 (14) calendar days after receipt of such address information, the Claims Administrator will
28 perform a national change of address ("NCOA") search, update the addresses per the results of

1 the NCOA search, and then mail the Notice of Settlement and Claim Form, substantially in the
2 form attached as Exhibit 1 & Exhibit 2 respectively, to each Class Member and Aggrieved
3 Employee by first-class mail, postage prepaid. The Claims Administrator shall maintain all
4 information received from Defendant confidential to itself, and Defendant's Counsel. However,
5 Class Counsel shall be able to review the breakdown of Qualified Workweeks and estimated
6 Claim Amounts for Class Members and Aggrieved Employees prior to mailing for quality
7 assurance provided the personal identifying information is redacted and/or omitted.

8 7.4 Returned and/or Re-mailed Notice of Settlements, and Reminder Mailings: In the
9 event that a Notice of Settlement and Claim Form is returned to the Claims Administrator as
10 non-delivered on or before the conclusion of the Notice Period, the Notice of Settlement and
11 Claim Form shall be sent to the forwarding address affixed thereto within five (5) calendar days.
12 If no forwarding address is provided, then the Claims Administrator shall promptly attempt to
13 determine a correct address using a single skip-trace, computer or other search using the name,
14 address and/or Social Security number of the individual involved, and shall then perform a single
15 re-mailing within five (5) calendar days. Following each search that does not result in a
16 corrected address, for those Class Members who appear to be current employees of Defendant at
17 the time of the Preliminary Approval Date, the Claims Administrator shall contact Defendant's
18 Counsel for assistance and Defendant shall cooperate in good faith with the Claims
19 Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the
20 extent they are active employees of Defendant. In the event the Notice of Settlement and Claim
21 Form is forwarded to a new address and/or re-mailed to a Class Member, the deadline for the
22 Class Member to submit any request to opt-out, dispute, objection or Claim Form shall be the
23 end of the Notice Period or 10 days from the date of the re-mailing, whichever is later. No later
24 than thirty-five (35) calendar days after the Notice of Settlement and Claim Form were mailed to
25 Class Members, the Claims Administrator shall send one (1) reminder post card to each Class
26 Member who has not opted out and who has not submitted a Claim Form. The reminder post
27 card shall simply state the name of the case, the fact that the Claims Administrator has not yet
28 received a Claim Form from the Class Member, state the deadline to submit the Claim Form, and

1 state the Claims Administrator's contact information. The reminder post-card shall notify Class
2 Members that if they need a replacement Claim Form, they are to contact the Claims
3 Administrator immediately to secure one. In the event the procedures in this Section are
4 followed and the Class Member does not timely and properly request to opt-out, the Class
5 Member shall be bound by all terms of the Agreement, including the Releases contained in
6 Section 6.

7 7.5 Responses to Notice of Settlement:

8 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members
9 who wish to exclude themselves from the Agreement must submit a request to opt-out as
10 provided in this Section. The request to opt-out must (a) state the Class Member's full name and
11 date of birth; (b) a statement that he or she does not want to be a Class Member, does not want to
12 participate in the settlement, and/or wants to be excluded from the settlement; (c) identify the
13 case name and number; (d) be signed; and (e) be post-marked no later than the conclusion of the
14 Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must
15 personally sign the request to opt-out. No request to opt-out may be made on behalf of a group
16 of Class Members. The date of the postmark on the return-mailing envelope shall be the
17 exclusive means used to determine whether a request to opt-out has been timely submitted. Any
18 Class Member who requests to opt-out of the Agreement will not be entitled to any benefit of the
19 Agreement or any portion of the Net Settlement Amount, will not be bound by the Agreement,
20 nor will they have any right to object, appeal or comment thereon. Class Members who fail to
21 submit a valid and timely request to opt-out shall be bound by all terms of the Agreement and
22 any order or final judgment thereon, regardless of whether they otherwise have requested to opt-
23 out of the Agreement or failed to submit a Claim Form. Aggrieved Employees cannot opt out of
24 this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of
25 whether they opt out of being a Class Member.

26 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who
27 wishes to object to this Agreement or otherwise to be heard concerning this Agreement shall
28 send their written objections to the Claims Administrator and also serve copies of the objections

on Class Counsel and Defendant's Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny the Agreement, not change the terms of the Agreement. The objection must (a) state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a Class Member; (c) state the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify the case name and number ;(e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The objecting Class Member must also file a notice of intent to appear with the Court and serve the notice on Class Counsel and Defendant's Counsel, if they intend to appear at the final approval hearing.

7.5.3 Dispute Procedures: Any Class Member who disputes the number of Qualifying Workweeks on the Notice of Settlement shall contact the Claims Administrator. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Claims Administrator shall promptly (in no event more than two business days) forward all such disputes to Defendant's Counsel and request that Defendant review the dispute. Defendant's records shall presumptively control unless the Class Member can produce documentation evidencing other periods of employment worked. If Defendant agrees with submitted information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that Class Member's Claim Amount. If Defendant disagrees with the submitted information, Defendant's Counsel will promptly advise Class Counsel of the dispute, which includes turning over any documentation submitted by the Class Member as part of the dispute. Defendant's Counsel and Class Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class Counsel being advised of the dispute. Each dispute that Defendant's Counsel and Class Counsel cannot timely resolve shall be resolved by the Claims Administrator or Court.

7.5.4 Claim Forms: A Class Member must sign and return a Claim Form, substantially in the form as set forth in Exhibit 2 to this Agreement, that is post marked before

the end of the Notice Period, subject to any extensions of time for the reasons set forth in Section 7.4, in order to be considered a Qualified Claimant and receive a portion of the Net Settlement Amount. As outlined in Section 5.8.2 above, Class Representatives will not be required to return a Claim Form in order to be considered a Qualified Claimant and receive their *pro rata* share of the Gross Settlement Amount.

7.5.5 Deficient Opt-Outs, Objections, Disputes, or Claim Forms: In the event that a deficient opt-out, objection, dispute, or Claim Form is received on or before the conclusion of the Notice Period, excluding any extension of time for the reasons set forth in Section 7.4, the Claims Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency shall be the end of the Notice Period or 10 days from the date of the deficiency letter, whichever is later.

7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class Counsel or Defendant's Counsel to provide notice of the proposed Agreement.

7.7 Claims Administrator Declaration Regarding Notice Period: Within twenty-one (21) days after the conclusion of the Notice Period, the Claims Administrator shall provide Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the statistics and responses of settlement administration to date and all the Claims Administrators' obligations under Sections 5.8 to 5.9-5.9.3, 7.1 to 7.5.5, and 7.9.

7.8 Claims Administrator Payments to Qualified Claimants, Aggrieved Employees, Class Counsel and Plaintiffs: Within seven (7) calendar days after the Final Approval Date and the Court's determination of the amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiffs, the PAGA Payment, and Claims Administrator Costs, the Claims Administrator shall calculate the final Net Settlement Amount, the final Claim

1 Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon,
2 and report the results of these calculations Class Counsel and Defendant's Counsel. Defendant
3 shall wire the Gross Settlement Amount and applicable taxes necessary to fund the Settlement as
4 described in Section 5.1 to the Claims Administrator within twenty-one (21) days after the Final
5 Approval Date to be to be held in trust in a QSF. Within fourteen (14) days after Defendant's
6 last day to fund the settlement, the Claims Administrator shall deliver payment of Class
7 Counsels' attorney's fees and costs, the Enhancement Payment payable to Plaintiffs, the 75%
8 portion of the PAGA Payment payable to the LWDA, Claims Administrator Costs, and payment
9 to Qualified Claimants and/or Aggrieved Employees as required under this Agreement and
10 approved by Court.

11 7.8.1 The Claims Administrator shall mail, with tracking and delivery, the
12 Court-approved attorneys' fees and costs to Class Counsel unless other method is requested by
13 Class Counsel. Class Counsel shall provide the Claims Administrator with the pertinent taxpayer
14 identification number and payment instructions after the Final Approval Date.

15 7.8.2 The Claims Administrator shall send a check by mail for the Court-
16 approved Enhancement Payment to the Class Representatives, care of Class Counsel unless other
17 method is requested by Class Counsel.

18 7.8.3 Only Qualified Claimants and Aggrieved Employees will receive their
19 Claim Amount.

20 7.8.4 The Claims Administrator shall remit and report the applicable portions of
21 the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its
22 duties under this Agreement. Defendant agrees to reasonably cooperate with the Claims
23 Administrator to the extent necessary to determine the amount of the payroll tax payment
24 required.

25 7.9 Settlement Check Expiration and Uncashed Checks: The Claims Administrator
26 shall issue Claim Amounts to Qualified Claimants and Aggrieved Employees in the form of a
27 check, which shall become null and void if not deposited within one hundred twenty (120)
28 calendar days of issuance. After one hundred twenty (120) calendar days of issuance, the checks

1 shall be voided and funds from all uncashed checks shall be transmitted in accordance with
2 Section 5.6. The Claims Administrator shall deliver these funds within fourteen (14) calendar
3 days after the check cashing deadline.

4 7.10 Claims Administrator Declaration Regarding Compliance and Settlement

5 Administration: Within twenty-one (21) days after the last day for Qualified Claimants and
6 Aggrieved Employees to cash their settlement checks, the Claims Administrator shall provide
7 Class Counsel and Defendants' Counsel with a signed declaration under penalty of perjury
8 providing a complete and detailed report regarding the settlement administration documenting
9 that all payments under the Agreement have been made, that the Court's final approval order has
10 been complied with, and that all the obligations of the Claims Administrator have been
11 completed.

12 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

13 8.1 The schedule may be modified depending on whether and when the Court grants
14 necessary approvals, orders notice to Class Members, and sets further hearings. The schedule
15 may also be modified to correct clerical errors and to reflect the provisions in the Agreement as
16 described above. In the event of such modification, the Parties shall cooperate to complete the
17 settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for
18 notice, approval, and payment procedures carrying out the Agreement is as follows:

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Last day for Defendant to provide Claims Administrator with Class Member information	Within 14 calendar days after the Preliminary Approval Date
Last day for Claims Administrator to complete NCOA search, update Class Member mailing information, and mail Notice of Settlement and Claim Form	Within 14 calendar days after the Claims Administrators' receipt of Class Members' information from Defendants
Last day for Claims Administrator to mail reminder post card to Class Members who have not opted out and have not submitted Claim Forms	35 calendar days after mailing of Notice of Settlement
Last day for Class Members to opt-out, submit disputes, submit objections, submit data requests, and submit Claim Form	60 calendar days after mailing of Notice of Settlement and Claim Form or within 10 days after Notice of Settlement and Claim Form is re-mailed, whichever is later
Last day for Claims Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 21 calendar days after end of the Notice Period
Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants' Counsel	Within 7 days after the Final Approval Date
Last day for Defendants to fund settlement	Within 21 calendar days after the Final Approval Date
Last day for Claims Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Claims Administrator Costs, payment to Qualified Claimants, and payment to Aggrieved Employees	Within 14 calendar days after Defendants' last day to fund the settlement
Last day for Qualified Claimants and Aggrieved Employees to cash settlement checks	120 days after issuance of checks to Qualified Claimants and Aggrieved Employees
Last day for Claims Administrator to deliver value of uncashed settlement checks to Defendants	Within 14 days after settlement check cashing deadline
Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 days after settlement check cashing deadline

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2 **9. DUTIES OF THE PARTIES**

3 9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an
4 unopposed motion to be filed as soon as reasonably practicable, an order from the Court
5 preliminarily approving this Agreement at the earliest possible date concurrently with the Court's
6 certification of the Action as a class action for settlement purposes. The Parties further agree to
7 fully cooperate in the drafting and/or filing of any further documents or filings reasonably
8 necessary to be prepared or filed, shall take all steps that may be requested by the Court relating
9 to, or that are otherwise necessary to the approval and implementation of this Agreement and
10 shall otherwise use their respective best efforts to obtain certification for settlement purposes,
11 approval of, and implementation of this Agreement. The Parties will submit this Agreement to
12 the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain
13 its final approval. Within one week of signing this Agreement Class Counsel shall provide a
14 draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will
15 provide comments and/or proposed revisions within one week after receipt of the draft
16 Preliminary Approval Motion from Class Counsel. With regard to the final approval documents,
17 a similar one-week maximum review and response time shall be observed by the Parties. The
18 Parties will request that the Court's preliminary approval of this Agreement be embodied in an
19 Order Granting Preliminary Approval of Class Action and PAGA Settlement.

20 9.1.1 Plaintiffs' motion shall seek an order: 1) Preliminarily approving the
21 Agreement; 2) Approving as to form and content the proposed Notice of Settlement and Claim
22 Form; 3) Directing the mailing of the Notice of Settlement and Claim Form by first class mail to
23 Class Members and Aggrieved Employees; 4) Preliminarily appointing Plaintiffs and Class
24 Counsel as representatives of Class Members; 5) Preliminarily approving settlement
25 administration services to be provided by the Claims Administrator; 6) Preliminarily approving
26 the proposed Enhancement Payment to Plaintiffs; 7) Preliminarily approving the application for
27 payment of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class
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Counsel; and 8) Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally approved as fair, reasonable and adequate as to the Class Members.

9.1.2 Defendant shall not oppose Plaintiffs' motion for approval of the proposed Agreement.

9.1.3 The Parties shall cooperate with each other and the Claims Administrator during the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and appropriate to assure effective communication to individual Class Members of information about their rights and obligations under this Agreement.

9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the Agreement, a declaration by the Claims Administrator of due diligence and proof of mailing of the Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results of the Claim Administrator's mailings including tracing and re-mailing efforts.

9.2.1 Class Counsel will submit a proposed order and judgment for final approval, which shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an Enhancement Payment to the Class Representatives; 3) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Claims Administrator Costs; 5) Barring and enjoining all Aggrieved Employees, Class Representatives, and Class Members who do not timely and validly opt-out from prosecuting any Released PAGA Claims, Class Representative Released Claims, and/or Class Members' Released Claims against Released Parties; and 6) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's orders.

9.2.2 Following entry of the Court's Order granting final approval of the Agreement, the Parties will each act to ensure the fulfillment of all its provisions, including but

not limited to the following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Claims Administrator as needed or requested in the process of identifying and locating Qualified Claimants and Aggrieved Employees entitled to payments under the Agreement and assuring delivery of such payments;; 3) Class Counsel, in conjunction with the Claims Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.4 Notice to LWDA: Plaintiffs agrees to provide notice to the Labor and Workforce Development Agency (“LWDA”) of this settlement in accordance with Labor Code § 2699(1)(2).

10. MISCELLANEOUS TERMS

10.1 Defendants’ Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 5% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendant may, at its election, rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Claims Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Claims Administrator Costs shall be paid by Defendant.

10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE

1 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
2 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
3 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
4 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
5 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
6 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
7 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
8 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
9 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
10 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
11 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
12 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
13 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
14 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
15 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
16 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
17 AGREEMENT.

18 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they
19 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
20 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
21 action or right released and discharged in this Agreement.

22 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable
23 law, by signing this Agreement Defendant is waiving any rights to appeal from the Court's
24 approval of the settlement unless the Court materially modifies the settlement. Furthermore, by
25 signing this Agreement Plaintiffs are waiving any right or ability to opt out of or object to this
26 Agreement during the Notice Period or otherwise.

27 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the
28 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully

1 set forth in this Agreement. Any Exhibits to this Agreement are an integral part of the
2 Settlement.

3 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Final Approval
4 Date, judgment will be entered according to this Agreement, with the Court to retain jurisdiction
5 over the parties to enforce the terms therein.

6 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to
7 accomplish and implement the terms of this Agreement. Such cooperation shall include, but not
8 be limited to, execution of such other documents and the taking of such other action as may
9 reasonably be necessary to fulfill the terms of this Agreement. The Parties to this Agreement
10 shall use their best efforts, including all efforts contemplated by this Agreement and any other
11 efforts that may become necessary by Court order, or otherwise, to effectuate this Agreement and
12 the terms set forth herein.

13 10.8 No Admission of Liability: Neither the acceptance nor the performance by
14 Defendant of the terms of this Agreement, nor any of the related negotiations or proceedings, is
15 or shall be claimed to be, construed as, or deemed to be, an admission by Defendant of the truth
16 of any of the allegations in the Complaint, the representative character of the Action, the validity
17 of any of the claims that were or could have been asserted by Plaintiffs and/or Class Members in
18 the Action, or of any liability or guilt of Defendant in the Action. Nothing in this Agreement
19 shall be construed to be or deemed an admission by Defendant of any liability, culpability,
20 negligence, or wrongdoing toward Plaintiffs, the Class Members, or any other person, and
21 Defendant specifically disclaims any liability, culpability, negligence, or wrongdoing toward
22 Plaintiffs, the Class Members, or any other person. Each of the Parties has entered into this
23 Stipulation with the intention to avoid further disputes and litigation. Neither this Agreement nor
24 any of the associated documents shall be used or is admissible in any proceeding except for the
25 sole purpose of obtaining approval of the settlement or enforcement of the judgment resulting
26 therefrom.

27 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or
28 other communications given hereunder shall be in writing and shall be deemed to have been duly

given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

**Counsel for Plaintiffs and
Class Members**

MATTHEW R. SCHOECH, ESQ.
SCHOECH LAW GROUP, PC
3511 DEL PASO ROAD, STE. 160
SACRAMENTO, CA 95835

GLEN A. VAN DYKE, ESQ.
MEGAN DEHERRERA, ESQ.
**VAN DYKE LITIGATION & TRIAL
ATTORNEYS, PC**
940 SOUTHWOOD BLVD., STE 102
INCLINE VILLAGE, NV 89451

Counsel for Defendant

DENNIS HUIE, ESQ.
EMILY A. MURPHY, ESQ.
ROGER JOSEPH O'DONNELL
311 CALIFORNIA STREET, 10TH FLOOR
SAN FRANCISCO, CA 94104

10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.11 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, Claims Administrators, successors, and assigns.

10.12 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Maximum Gross Settlement Amount except as expressly provided in this Agreement. The Parties stipulate and agree that the San Joaquin County Superior Court shall have continuing

jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

10.13 No Modifications: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be discharged except by performance in accordance with its terms.

10.14 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.

10.15 Class Member Signatories: Because the Action has not yet been certified, and the Class Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement may be executed on behalf of all Class Members by the Class Representatives.

10.16 Counterparts: This Agreement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force and effect of originals.

10.17 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without giving effect to that State's choice of law principles.

1 10.18 Headings and Captions: Section titles or captions contained in the Agreement are
2 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
3 describe the scope of this Agreement, or any provision thereof.

4 10.19 No Retaliation or Discouragement: The Parties agree they will take no action that
5 could be construed as retaliation against any Class Members for participating or seeking to
6 participate in this class action settlement. Neither the Parties nor their counsel will discourage
7 any class member from participating or seeking to participate in this class action settlement or
8 otherwise object to the approval of this settlement. This is a material term of the Agreement and
9 non-breaching Parties will seek court intervention if this provision is breached. Should non-
10 breaching Party prevail, they shall be entitled to further attorneys' fees and costs.

11 10.20 Integrated Agreement: This Agreement and the associated *Class & PAGA*
12 *Settlement Memorandum of Understanding ("MOU")*, sets forth the entire understanding
13 between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the
14 subject matter hereof. Each party acknowledges that there is no representation, inducement,
15 promise or agreement which has been made, orally or otherwise, by the other party, concerning
16 the terms or conditions of this Agreement, which is not expressly embodied in this Agreement.
17 In entering into this Agreement, the Parties represent that the terms of this Agreement are fully
18 understood and voluntarily accepted by the Parties.

19 10.21 Binding on Successors and Assigns: This Agreement will be binding upon, and
20 inure to the benefit of, the successors or assigns of the Parties to this Agreement, as previously
21 defined.

22 10.22 Invalidity of Any Provision: Before declaring any provision of this Agreement
23 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
24 consistent with applicable precedents so as to define all provisions of this Settlement Agreement
25 valid and enforceable.

26 10.23 Waiver of Compliance: No waiver of any condition or covenant contained in this
27 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
28

1 to imply or constitute a further waiver by such party of the same or any other condition,
2 covenant, right or remedy.

3 10.24 Captions: The captions and section numbers in this Agreement are inserted for
4 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
5 the provisions of this Agreement.

6 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly
7 authorized attorneys, as of the day and year herein set forth.

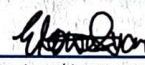
8
9 Date: Jun 16, 2023

GLORIA NAZARENO on behalf of
herself and all others similarly situated

10
11 By: 
Gloria Nazareno (Jun 16, 2023 16:10 PDT)
12 GLORIA NAZARENO

13 Date: Jun 16, 2023

ELOISE IYAR on behalf of herself and all
others similarly situated

14
15 By: 
Eloise Iyar (Jun 16, 2023 16:03 PDT)
16 ELOISE IYAR

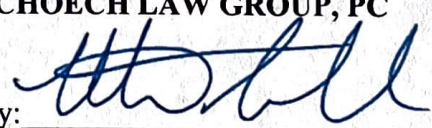
17 Date: June 21, 2023

18 By: 
For: ANAND, INC.

19 **APPROVED AS TO FORM**

20 DATED: June 14, 2023

SCHOECH LAW GROUP, PC

21
22 By: 
MATTHEW R. SCHOECH
23 Attorney for Plaintiff

24 DATED: _____

ROGERS JOSEPH O'DONNELL

25
26 By: _____
DENNIS C. HUIE
27 EMILY A. WIESER
28 Attorney for Defendant

<u>SUPERIOR COURT OF CALIFORNIA</u> <u>COUNTY OF SACRAMENTO</u>		FOR COURT USE ONLY
TITLE OF CASE (Abbreviated): Nazareno, et al., v. Anand, Inc., et al.		
ATTORNEY(S) NAME and ADDRESS TELEPHONE Matthew R. Schoech, Esq. SCHOECH LAW GROUP, PC 3511 Del Paso Road, Ste 160, PMB 227 Sacramento, CA 95835 Tel: (916) 569-1940 Fax: (916) 569-1939		
ATTORNEY(S) FOR: Plaintiffs	HEARING: DATE-TIME-DEPT:	CASE NUMBER 34-2020-00278363

DECLARATION OF SERVICE
[CCP §§ 1013; 1013a; 2015.5]

I, the undersigned, declare: I am, and was at the time of service of the papers herein referred to, over the age of eighteen years, and not a party to the action; I am employed in the County of Sacramento, State of California, within which county the subject mailing occurred. My business address is 3511 Del Paso Road, Ste 160, PMB 227, Sacramento, California 95835. I served the documents named below on the parties in this action as follows:

DOCUMENTS SERVED: Plaintiffs' Supplemental Declaration of Matthew Schoech in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement

SERVED UPON: (See Attached Listing)

- [] **BY MAIL:** I am readily familiar with the firm's practice for collection and processing documents for mailing with the U.S. Postal Service. I caused such documents to be placed in a sealed envelope, addressed to the person(s) on whom it is to be delivered pursuant to the attached service list, with postage thereon fully prepaid, to be deposited with the United States mail at Sacramento, California that same day in the ordinary course of business. [CCP §1013]
- [] **BY FACSIMILE:** I caused the document(s) described herein to be transmitted from facsimile number (916) 569-1939 to the facsimile number(s) for each party indicated on the attached service list. [CCP §1013(e)]
- [] **BY PERSONAL SERVICE:** I caused the document(s) described herein to be personally served at the attorney's office by leaving a true and correct copy of the documents in a sealed envelope, clearly labeled to identify the attorney being served, with the receptionist or person having charge thereof, between the hours of 9:00 a.m. and 5:00 p.m. pursuant to the attached service list.
- [X] **BY ELECTRONIC SERVICE** Based on a court order or an agreement of the parties to accept electronic service, caused the document(s) described herein to be transmitted to the electronic service addresses for each party indicated on the attached service list. [CCP Section 1010.6].

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration was executed on **July 12, 2023**, Dixon, California.

Brenda L. Graham

Brenda L. Graham

Gloria Nazareno, et al. v. Anand, Inc., et al.
Sacramento County Superior Court Case No.: 34-2020-00278363
Our File No. 2005010
Service List
Updated on July 12, 2023

Glen A. Van Dyke, Esq. Megan DeHerrera, Esq. Van Dyke Litigation & Trial Attorneys, PC 940 Southwood Blvd., Ste 102 Incline Village, NV 89451 Tel: 530/214-3667 glen@vdlitigation.com megan@vdlitigation.com kelsey@vdlitigation.com (Asst) <i>(electronic service authorized)</i>	Co-Counsel for PLAINTIFFS
Damien P. DeLaney, Esq. Akerman LLP 601 West Fifth Street, Ste 300 Los Angeles, CA 90071 Tel: 213/688-9500 damien.delaney@akerman.com melissa.cizmorris@akerman.com rukayat.salaam@akerman.com joanna.seiner@akerman.com lax-lit@akerman.com masterdocklit@akerman.com <i>(electronic service authorized)</i>	Attorneys for Defendant ANAND, INC., dba JACK IN THE BOX, a California Corporation
Dennis C. Huie, Esq. Aaron M. Scolari, Esq. Emily A. Weiser, Esq. Rogers Joseph O'Donnell 311 California Street, 10 th Floor San Francisco, CA 94104 Tel: 415/956-2828 Fax: 415/956-6457 dhue@rjo.com gjoyce@rjo.com (Asst) ewieser@rjo.com <i>(electronic service authorized)</i>	Attorneys for Defendant ANAND, INC., dba JACK IN THE BOX, a California Corporation
Imagine Reporting book@imaginereporting.com	Deposition Reporter [] <i>Served only if checked</i>