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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RAFAEL CARRION, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

SUNSET SERVICES HOLDINGS, LLC, a
Tennessee corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23STCV12860

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action Filed: June 6, 2023
FAC Filed: October 12, 2023
Trial Date: Not Set

This Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") is made by and between Plaintiff Rafael Carrion ("Plaintiff") and Defendant Sunset Services Holdings, LLC ("Defendant") (Plaintiff and Defendant collectively, "the Parties," and individually "Party").

1. DEFINITIONS.

- 1.0. "Action" means *Rafael Carrion v. Sunset Services Holdings, LLC*, Los Angeles County Superior Court Case No. 23STCV12860.
- 1.1. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix") the neutral entity the Parties have designated to administer the Settlement.
- 1.2. "Administration Expenses Payment" means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$8,000.00.
- 1.3. "Aggrieved Employees" means all current and former hourly-paid non-exempt employees of Defendant in California employed during the PAGA Period.
- 1.4. "Class" or "Settlement Class Member(s)" means all current and former hourly-paid non-exempt employees of Defendant in California employed during the Class Period.
- 1.5. "Class Counsel" means Moon Law Group, P.C.
- 1.6. "Class Counsel Fees Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed 1/3 of the Gross Settlement Amount.
- 1.7. "Class Counsel Expenses Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$30,000.00.
- 1.8. "Class Data" or "Class List" means Class Member identifying information in Defendant's possession, including the Class Member's name, last-known mailing address, last known telephone number, Social Security number, number of Workweeks worked during the Class Period and if applicable, number of Pay Periods worked during the PAGA Period, and any other information required by the Administrator to effectuate

1 this Agreement.

2 1.9. "Class Member Address Search" means the Administrator's investigation and search for
3 current Class Member mailing addresses using all reasonably available sources,
4 methods, and means, including, but not limited to, the National Change of Address
5 database, skip tracing, and direct contact by the Administrator with Class Members.

6 1.10. "Class Notice" means the court-approved Notice of Class and Representative Action
7 Settlement and Final Approval Hearing to be mailed to Class Members in English
8 substantially in the form attached to this Agreement as **Exhibit A** and incorporated by
9 reference into this Agreement.

10 1.11. "Class Period" means June 6, 2019 to July 15, 2026.

11 1.12. "Class Representative" means the named Plaintiff in the Action, Rafael Carrion.

12 1.13. "Class Representative Service Payment" means the court-approved payment allocated to
13 the Class Representatives for his services in support of the Action and General Release,
14 not to exceed \$7,500.00.

15 1.14. "Court" means the Superior Court of the State of California, County of Los Angeles.

16 1.15. "Defendant" means the named Defendant in the Action, Sunset Services Holdings, LLC.

17 1.16. "Defense Counsel" means means Jackson Lewis P.C.

18 1.17. "Effective Date" means the date on which the judgment entered by the Court upon
19 granting final approval of the Class Settlement (the "Judgment") becomes final. The
20 Judgment is final as of the latest of the following occurrences: (a) if no Participating
21 Class Member objects to the Class Settlement, the day the Court enters Judgment; (b) if
22 one or more Class Members objects to the Class Settlement, the day after the deadline
23 for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the
24 Judgment is filed, the day after the appellate court affirms the Judgment and issues a
25 remittitur.

26 1.18. "Final Approval Order" means the Court's Order Granting Final Approval of the
27 Settlement.

28 1.19. "Final Approval Hearing" means the Hearing on Plaintiff's 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.

1.21. “Gross Settlement Amount” means ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$185,000.00), the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

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 Workweeks he or she worked during the Class Period.

1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.24. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).

1.25. “LWDA PAGA Payment” means the LWDA’s 75% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).

1.26. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

- 1.28. “Operative Complaint” means the First Amended Complaint filed in the Action on October 12, 2023.
- 1.29. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.
- 1.30. “PAGA Pay Period” or “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means May 29, 2022, through July 15, 2026.
- 1.32. “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*
- 1.33. “PAGA Notice” means Plaintiff’s means May 29, 2023 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$10,000.00.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means the named Plaintiff in the Action, Rafael Carrion.
- 1.37. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means the claims released as described in Paragraph 5.1.
- 1.39. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.
- 1.40. “Released Parties” means Defendant and its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, owners, shareholders, members, managers, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns.
- 1.41. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.

- 1.42. “Response Deadline” means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.
- 1.43. “Workweek” means any calendar week during the Class Period in which a Class Member worked at least one day for Defendant. Based on Defendant's records, there are approximately 4,763 Workweeks during the Class Period.

2. RECITALS.

- 2.0. On May 29, 2023, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).
- 2.1. On June 6, 2023, Plaintiff filed a class action complaint in Los Angeles County Superior Court entitled: *Rafael Carrion v. Sunset Services Holdings, LLC*, Los Angeles County Superior Court Case No. 23STCV12860 (the "Action"). In Plaintiff's Operative Complaint in the Action, Plaintiff alleges that Defendant systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) engaged in unfair business practices; (8) failed to indemnify necessary business expenses; and (9) violated PAGA.
- 2.2. On October 12, 2023, Plaintiff filed a First Amended Complaint in the Action, which alleges the same Labor Code violations on behalf of the Class and Aggrieved Employees and seeks civil penalties pursuant to PAGA.
- 2.3. On April 15, 2026, the Parties participated in private mediation with experienced wage-and-hour class and representative action mediator, Lonnie Giamela, Esq. A settlement in

principle was reached.

2.4. Before mediation, Plaintiff obtained through informal discovery, time and corresponding payroll records of the Class and Aggrieved Employees, the employee handbook and policies in effect during the Class Period and the PAGA Period, and other Class Member data and documents.

2.5. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged. Defendant agrees to settle the Action to avoid the costs, risks, and uncertainties of continued litigation.

3. **MONETARY TERMS.**

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below, Defendant will pay ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$185,000.00) as the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.1.1. To Plaintiff: A Class Representative Service Payments to the Class Representatives of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a

1 Motion supporting the Class Representative Service Payment no later than
2 sixteen (16) court days before the Final Approval Hearing. If the Court
3 approves of a Class Representative Service Payment that is less than the amount
4 requested, the Administrator will retain the remainder in the Net Settlement
5 Amount. The Administrator will pay the Class Representative Service Payment
6 using IRS Form 1099. Plaintiff shall be solely and legally responsible for
7 paying any applicable taxes on this payment and shall hold Defendant harmless
8 from any claim or liability for taxes, penalties, or interest arising as a result of
9 the payment. Defendant makes no representations as to the tax treatment or
10 legal effect of the payment called for herein, and Plaintiff is not relying on any
11 statement or representation by Defendant or its counsel in this regard.

12 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed 1/3 of the
13 Gross Settlement Amount or \$61,666.67, whichever is greater, and a Class
14 Counsel Expenses Payment not to exceed \$30,000.00. Defendant will not
15 oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses
16 Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will
17 file a Motion supporting the Class Counsel Fees and Class Counsel Expenses
18 Payments no later than sixteen (16) court days before the Final Approval
19 Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel
20 Expenses Payments that are less than the amounts requested, the Administrator
21 will allocate the remainder to the Net Settlement Amount. Released Parties shall
22 have no liability to Class Counsel or any other Plaintiff's Counsel arising from
23 any claim to any portion of any Class Counsel Fees and/or Class Counsel
24 Expenses Payments. The Administrator will pay the Class Counsel Fees and
25 Class Counsel Expenses Payments using one or more IRS 1099 Forms. Class
26 Counsel assumes full responsibility and liability for taxes owed on the Class
27 Counsel Fees and Class Counsel Expenses Payments. Class Counsel holds
28 Defendant harmless, and indemnifies Defendant, from any dispute or

controversy regarding any division or sharing of any of these Payments.

3.1.3. To the Administrator: An Administration Expenses Payment of not more than \$8,000.00, except for a showing of good cause and as approved by the Court. Plaintiff and/or Class Counsel will file a Motion supporting the Administration Expenses Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of an Administration Expenses Payment that is less than the amount requested, or if the Administration Expense Payment is less than the amount allocated under this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount. To the extent the actual Administration Expenses Payment is greater than \$8,000.00, such excess amount will be taken from the Gross Settlement Amount, subject to the Court's approval.

3.1.3.1. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Non-Participating Class Members will not receive an Individual Class Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the 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 employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of Ten Thousand Dollars (\$10,000.00) shall be paid from the Gross Settlement Amount, with seventy-five percent (75%) (\$7,500.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (\$2,500.00) allocated to the Individual PAGA Payments.

3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within fourteen (14) business days after the Effective Date.

1 4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days
2 after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail
3 checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA
4 Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
5 Representative Service Payment, and Administration Expenses Payment.

6 4.1.1. The Administrator will issue checks for the Individual Class Payments and/or
7 Individual PAGA Payments and send them to the Class Members via First
8 Class U.S. Mail with postage prepaid. Before mailing any checks, the
9 Administrator must update the recipient's mailing addresses using the National
10 Change of Address Database. The face of each check shall prominently state the
11 date the check will be voided. Each check will be voided 180 days after the date
12 of mailing ("void date"). The Administrator will cancel all checks not cashed by
13 the void date. The Administrator will send checks for Individual Class
14 Payments to all Participating Class Members, including those for whom a Class
15 Notice was returned undelivered. The Administrator will send checks for
16 Individual PAGA Payments to all Aggrieved Employees, including Non-
17 Participating Class Members who qualify as Aggrieved Employees and those
18 for whom a Class Notice was returned undelivered. The Administrator may
19 send Participating Class Members a single check combining the Individual
20 Class Payment and Individual PAGA Payment.

21 4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the
22 Administrator must re-mail checks to the USPS forwarding address provided or
23 to an address ascertained through the Class Member Address Search for Class
24 Members whose checks are returned undelivered without a USPS forwarding
25 address. Thereafter, the Administrator need not take further steps to deliver
26 checks to Class Members whose re-mailed checks are returned as undelivered.
27 However, the Administrator shall promptly send a replacement check to any
28 Class Member whose original check was lost or misplaced and who requests the

1 replacement before the void date.

2 4.1.3. For any Class Member whose Individual Class Payment check or Individual
3 PAGA Payment check is uncashed and cancelled after the void date, or for any
4 Class Member whose envelope is returned and no forwarding address can be
5 located for the Class Member after reasonable efforts have been made, the
6 Administrator shall transmit the funds represented by such checks to the
7 California Controller's Unclaimed Property Fund in the name of the Class
8 Member, thereby leaving no "unpaid residue" subject to the requirements of
9 California Code of Civil Procedure ("CCP") section 384(b).

10 4.1.4. The payment of Individual Class Payments and Individual PAGA Payments
11 shall not obligate Defendant to confer any additional benefits or make any
12 additional payments to Class Members, such as 401(k) contributions or
13 bonuses, beyond those specified in this Agreement. Rather, it is the Parties'
14 intention that this Agreement will not affect any rights, contributions, or
15 amounts to which any Class Members may be entitled under any benefit plans.

16 **5. RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire Gross
17 Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class
18 Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims
19 against all Released Parties as follows:

20 5.0. Plaintiff's Release. Plaintiff and Plaintiff's respective former and present
21 representatives, agents, attorneys, administrators, successors and assigns, release and
22 discharge Released Parties from all claims, transactions, or occurrences, including, but
23 not limited to, all claims alleged in the Action or which reasonably could have been
24 alleged in the Operative Complaint or PAGA Notice, and agrees to be bound by a Civil
25 Code Section 1542 release and waiver of all claims known and unknown, without
26 exception, except as may be prohibited by law. This specifically excludes claims for
27 unemployment insurance, disability, social security, and workers' compensation
28 (except for claims pursuant to Labor Code Sections 132a and 4553). Plaintiff expressly

1 waives the provisions of California Civil Code section 1542, which provides:

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

6 Plaintiff acknowledges that he has read and understands Section 1542 and knowingly and
7 voluntarily waives the rights and benefits afforded by that section with respect to the
8 Claims released herein. Plaintiff agrees that this Agreement is entered into knowingly and
9 voluntarily. Plaintiff represents and warrants that he has full authority to enter into this
10 Agreement and that he has not assigned, transferred, or conveyed any interest in any
11 Claims to any spouse or to any other third party.

12 5.1. Release by Participating Class Members: All Participating Class Members, on behalf of
13 themselves and their respective former and present representatives, agents, attorneys,
14 administrators, successors and assigns, will release the Released Parties from all causes
15 of action and claims that were alleged in the Operative Complaint or reasonably could
16 have been alleged based on the facts and legal theories contained in the Operative
17 Complaint during the Class Period, including all of the following claims for relief: (i)
18 failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and
19 double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to
20 provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v)
21 failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at
22 time of termination or resignation; (vii) failure to reimburse or indemnify necessary
23 business expenses; and (viii) unfair business practices that could have been premised on
24 the claims, causes of action or legal theories of relief described above or any of the
25 claims, causes of action or legal theories of relief pleaded in the Operative Complaint
26 during the Class Period, as well as any claims for alleged violation of California Labor
27 Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194,
28 1194.2, 1197, 1198, and 2802, alleged violation of California Business and Professions

Code section 17200, et seq., alleged violation of the California Industrial Welfare Commission Wage Orders, and all claims for fees, costs, penalties, and interest associated with said claims. (collectively, the “Released Class Claims”).

5.1.1. The definition of “Released Class Claims” for the Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, all claims while classified as exempt, or all claims based on events occurring outside of the Class Period.

5.2. PAGA Released Claims: All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, as well as the LWDA, will release the Released Parties from all causes of action and claims for civil penalties under PAGA that were alleged in the Operative Complaint in the Action and/or the PAGA Notice or which reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint in the Action and/ the PAGA Notice, during the PAGA Period, including claims for civil penalties based on the following: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; (viii) failure to maintain records in accordance with Labor Code Section 1174; and/or (ix) claims, causes of action or legal theories of relief seeking civil penalties for alleged violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226(e)(1), 226(e)(2)(B)(iii), 226.3, 226.7, 227.3, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2699(f)(2), and 2802. (collectively, the “Released PAGA Claims”).

5.2.1. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas*

1 *v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, Aggrieved Employees
2 who exclude themselves from the class action component of the Settlement shall
3 nonetheless receive a payment for the amount of each such individual's estimated
4 share of the Aggrieved Employees' portion of the PAGA Payment and shall have
5 released PAGA claims.

6 **6. SETTLEMENT ADMINISTRATION.**

7 6.0. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
8 Administrator and verified that, as a condition of appointment, Phoenix agrees to be
9 bound by this Agreement and to perform, as a fiduciary, all duties specified in this
10 Agreement in exchange for the Administration Expenses Payment. The Parties and their
11 Counsel represent that they have no interest or relationship, financial or otherwise, with
12 the Administrator other than a professional relationship arising out of prior experiences
13 administering settlements.

14 6.1. Class Data. No later than twenty-one (21) calendar days after the Court grants
15 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the
16 Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members'
17 privacy rights, the Administrator must maintain the Class Data in confidence, use the
18 Class Data only for purposes of the Settlement and for no other purpose, and restrict
19 access to the Class Data to Administrator employees who need access to the Class Data
20 to effect and perform under the Settlement. Defendant has a continuing duty to
21 immediately notify Class Counsel if it discovers that the Class Data omitted Class
22 Member identifying information and to provide corrected or updated Class Data as soon
23 as reasonably feasible. Without any extension of the deadline by which Defendant must
24 send the Class Data to the Administrator, the Parties, and their counsel will expeditiously
25 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to
26 missing or omitted Class Data.

27 6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the
28 Class Data, the Administrator shall notify Class Counsel that the list has been received

and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

6.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will

1 expeditiously meet and confer in person or by telephone, and in good faith, to
2 agree on whether to include them as Class Members. If the Parties agree, such
3 person(s) will be Class Members entitled to the same rights as other Class
4 Members, and the Administrator will send, via email or overnight delivery, a
5 Class Notice requiring them to exercise options under this Agreement no later
6 than fourteen (14) calendar days after receipt of the Class Notice, or the deadline
7 in the Class Notice, whichever is later.

8 6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
9 review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.
10 No later than five (5) days after the expiration of the deadline for submitting Requests for
11 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
12 containing the names and other identifying information of Class Members who have
13 submitted Requests for Exclusion, regardless of whether the requests are valid and timely
14 (“Exclusion List”); and (b) copies of all Requests for Exclusion submitted, regardless of
15 whether the requests are valid and timely.

16 6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
17 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
18 mailed, Class Notices returned undelivered, Requests for Exclusion received (whether
19 valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay
20 Periods received and/or resolved, and checks mailed for Individual Class Payments and
21 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies
22 of all Requests for Exclusion and Objections received.

23 6.7. Administrator’s Declaration. No later than seven (7) business days after the Response
24 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
25 declaration suitable for filing in Court attesting to (i) its due diligence and compliance
26 with all of its obligations under this Agreement, including, but not limited to, its mailing
27 of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii)
28 the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members,

(v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

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

6.10. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

6.11. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

6.12. Class Members' Options.

1 6.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five
2 (45) calendar days after the Administrator mails the Class Notice (plus an
3 additional fourteen (14) calendar days for Class Members whose Class Notice
4 is re-mailed) to exclude themselves from the Settlement. A Class Member
5 may exclude himself or herself from the Settlement by mailing a Request for
6 Exclusion to the Administrator. The Request for Exclusion must be valid and
7 timely. To be valid, the Request for Exclusion must (1) include the Class
8 Member's full name, address, telephone number, and signature, and a written
9 statement requesting to be excluded from the Settlement; (2) state the case
10 name and number of the Action; and (3) be mailed to the specified physical
11 address of the Administrator. To be timely, the Request for Exclusion must be
12 postmarked no later than the Response Deadline. The postmark date will be
13 the exclusive means of determining whether a Request for Exclusion has been
14 timely submitted. A Class Member who does not submit a valid and timely
15 Request for Exclusion will be deemed a Participating Class Member and will
16 be bound by all terms of the Settlement if it is granted Final Approval. If a
17 Class Member's Request for Exclusion is timely but invalid, according to the
18 requirements listed herein, that Class Member will be allowed to cure the
19 defect(s). The Administrator will mail the Class Member a cure letter within
20 three (3) business days of receiving the defective submission to advise the
21 Class Member that his or her submission is defective and that the defect must
22 be cured to render the Request for Exclusion valid. The Class Member will
23 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar
24 days from the date of the cure letter, whichever date is later, to postmark the
25 revised Request for Exclusion. The Administrator, Class Counsel, and
26 Defense Counsel may attempt to resolve any Class Member disputes on the
27 validity or timeliness of a Request for Exclusion. However, the Court has the
28 final authority to make decisions consistent with the terms of this Agreement
on the validity or timeliness of a Request for Exclusion. The Court's decision

1 shall be final and not appealable or otherwise susceptible to challenge.

2 6.12.1.1. Every Class Member who does not submit a timely and valid
3 Request for Exclusion is deemed to be a Participating Class Member
4 under this Agreement, entitled to all benefits and bound by all terms and
5 conditions of the Settlement, including the Participating Class Members'
6 Release under Paragraph 5.1 of this Agreement, regardless of whether the
7 Participating Class Member actually receives the Class Notice or objects
8 to the Settlement.

9 6.12.1.2. Every Class Member who submits a valid and timely Request for
10 Exclusion is a Non-Participating Class Member and shall not receive an
11 Individual Class Payment or have the right to object to the class action
12 components of the Settlement. Non-Participating Class Members who are
13 Aggrieved Employees are deemed to release the claims identified in
14 Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA
15 Payment.

1 6.12.2. Challenges to Calculation of Workweeks and/or Pay Periods. Each Class

2 Member shall have forty-five (45) calendar days after the Administrator mails the
3 Class Notice (plus an additional fourteen (14) calendar days for Class Members
4 whose Class Notice is re-mailed) to challenge the number of Workweeks and/or
5 PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee
6 in the Class Notice. A Class Member and/or Aggrieved Employee may challenge
7 the allocation by sending a Challenge to Calculation of Workweeks and/or Pay
8 Periods to the Administrator. The Challenge to Calculation of Workweeks and/or
9 Pay Periods must be timely. To be timely, the Challenge to Calculation of
10 Workweeks and/or Pay Periods must be postmarked no later than the Response
11 Deadline. The postmark date will be the exclusive means of determining whether
12 a Challenge to Calculation of Workweeks and/or Pay Periods has been timely
13 submitted. The Administrator must encourage the challenging Class Member to
14 submit supporting documentation. In the absence of any contrary documentation,
15 the Administrator is entitled to presume that the Workweeks and/or Pay Periods
16 contained in the Class Notice are correct so long as they are consistent with the
17 Class Data. The Administrator's determination of allocations of Workweeks
18 and/or Pay Periods is final and not appealable or otherwise susceptible to
19 challenge. The Administrator shall promptly provide copies of all Challenges to
20 Calculation of Workweeks and/or Pay Periods to Defense Counsel and Class
21 Counsel and the determination of the challenges.

22 6.12.3. Objections to Settlement. Each Participating Class Members shall have forty-
23 five (45) calendar days after the Administrator mails the Class Notice (plus an
24 additional fourteen (14) calendar days for Class Members whose Class Notice
25 is re-mailed) to object, in writing, to the class action components of the
26 Settlement and/or this Agreement, including contesting the fairness of the
27 Settlement and/or amounts requested for the Class Counsel Fees Payment,
28 Class Counsel Expenses Payment and/or Class Representative Service

1 Payment. Only Participating Class Members may send written Objections to
2 the Administrator. A Participating Class Member may object to the Settlement
3 by (1) appearing at the Final Approval Hearing and verbally objecting to the
4 Settlement or any term thereof; and/or (2) sending a written Objection to the
5 Administrator. The written Objection must be valid and timely. To be valid,
6 the written Objection must (1) include the Class Member's full name, address,
7 telephone number, and signature, the contact information for any attorney
8 representing the objecting Class Member, if any, and the factual and legal
9 bases for the Objection, including any supporting papers, briefs, written
10 evidence, declarations, and/or other evidence; (2) state the case name and
11 number of the Action; and (3) be mailed to the specified physical address of
12 the Administrator. To be timely, the written Objection must be postmarked no
13 later than the Response Deadline. The postmark date will be the exclusive
14 means of determining whether a written Objection has been timely submitted.
15 The Administrator, Class Counsel, and Defense Counsel may attempt to
16 resolve any Class Member disputes on the validity or timeliness of a written
17 Objection. However, the Court has the authority to make final decisions
18 consistent with the terms of this Agreement on the validity or timeliness of a
19 written Objection. The Court's decision shall be final and not appealable or
20 otherwise susceptible to challenge.

21 7. **ESCALATOR CLAUSE.** Defendant represents that there are approximately 4,763
22 Workweeks during the Class Period. If the number of actual Workweeks during the Class Period is
23 more than fifteen percent (15%) higher than the estimated Workweeks (i.e., exceeds 5,478
24 Workweeks), Defendant will increase the Gross Settlement Amount in the exact proportionate amount
25 corresponding to any additional Workweeks above 5,478 Workweeks (e.g., if the Workweeks are 16
26 percent higher than previously estimated, Defendant shall increase the Gross Settlement Amount by 1
27 percent, etc.).

28 8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid and timely Requests for

1 Exclusion exceeds five percent (%) of the total of all Class Members, Defendant may, but is not
2 obligated to, elect to withdraw from the Settlement. If Defendant elects to withdraw from the
3 Settlement, Defendant must meet and confer with Class Counsel no later than fourteen (14) calendar
4 days after expiration of the Response Deadline, and Defendant will be responsible for paying all
5 settlement administration expenses incurred to that point. Further, the Settlement shall be void ab
6 initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform
7 under this Agreement, except as provided in this Paragraph.

8 **9. FINAL APPROVAL.**

9 9.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared
10 Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement
11 that includes a request for approval of the PAGA settlement under Labor Code section
12 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

13 9.1. Response to Objections. Each Party retains the right to respond to any Objection raised
14 by a Participating Class Member, including the right to file responsive documents in
15 Court no later than five (5) court days before the Final Approval Hearing, or as otherwise
16 ordered or accepted by the Court.

17 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
18 Approval on any material change to the Settlement, including, but not limited to, the
19 scope of release to be granted by Class Members, the Parties will expeditiously work
20 together in good faith to address the Court's concerns by revising the Agreement as
21 necessary to obtain Final Approval. The Court's decision to award less than the amounts
22 requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
23 Representative Service Payment, and/or Administration Expenses Payment shall not
24 constitute a material modification to the Agreement within the meaning of this
25 Paragraph.

26 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
27 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement
28 solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing

1 settlement administration matters, and (iii) addressing such post-Judgment matters as are
2 permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule
3 3.769(h).

4 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
5 conditions of this Agreement, specifically including the Class Counsel Fees and Class
6 Counsel Expenses Payments set forth in this Agreement, the Parties, their respective
7 counsel, and all Participating Class Members waive all rights to appeal from the
8 Judgment, including all rights to post-judgment and appellate proceedings, the right to
9 file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
10 The waiver of appeal does not include any waiver of the right to oppose such motions,
11 writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform
12 under this Agreement will be suspended until the appeal is finally resolved and the
13 Judgment becomes final, except as to matters that do not affect the amount of the Net
14 Settlement Amount.

15 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
16 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
17 material modification of this Agreement (including, but not limited to, the scope of
18 release to be granted by Class Members), the Parties shall expeditiously work together in
19 good faith to address the appellate court's concerns and to obtain Final Approval and
20 entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses
21 reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
22 the Court's award of the Class Representative Service Payment or any payments to Class
23 Counsel shall not constitute a material modification of the Judgment within the meaning
24 of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

25 9.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any
26 material term or condition of the Settlement Agreement, or if the Court effects a material
27 change, then this Agreement will be voidable and unenforceable, subject to the Parties'
28 agreement to the contrary, and the costs of administration shall be split equally between the

Plaintiff, on one side, and Defendant, on the other.

10. AMENDED JUDGMENT. If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms.

11.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code section 1152.

11.2. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any

1 reason, Defendant reserves all available defenses to the claims in the Action, Plaintiff
2 reserves the right to move for class certification on any grounds available, and Plaintiff
3 reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and
4 the Parties' willingness to settle the Action will have no bearing on, and will not be
5 admissible in connection with any litigation, except for proceedings to enforce or
6 effectuate the Settlement and this Agreement.

7 11.3. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue
8 any press release or announcement of any kind related in any way to the Settlement.
9 Plaintiff and Class Counsel agree to limit their statements regarding the terms of the
10 Settlement, whether oral, written, or electronic (including the World Wide Web), to state
11 only that the Action has been resolved or words to that effect. Nothing in this Section is
12 intended to interfere with Class Counsel's duties and obligations to faithfully discharge
13 their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as
14 required under the terms of the Settlement; and/or (3) as required under counsel's duties
15 and responsibilities as Class Counsel. This Settlement shall not be advertised or
16 mentioned on any source, including Plaintiff's Counsel's personal or firm website.
17 Plaintiff, Class Counsel, and Defense Counsel separately agree not to, directly or
18 indirectly, initiate any conversation or other communication, before the filing of the
19 Motion for Preliminary Approval, with any third party regarding this Agreement or the
20 matters giving rise to this Agreement except to respond only that "the matter was
21 resolved," or words to that effect.

22 11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
23 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at
24 this Agreement after arm's-length negotiations and in the context of adversarial
25 litigation, taking into account all relevant factors, present and potential. The Parties
26 further acknowledge that they are each represented by competent counsel and that they
27 have had an opportunity to consult with their counsel regarding the fairness and
28 reasonableness of this Settlement.

- 1 11.5. No Solicitation. The Parties separately agree that they and their respective counsel and
2 employees will not solicit any Class Member to opt out of or object to the Settlement, or
3 appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class
4 Counsel's ability to communicate with Class Members in accordance with Class
5 Counsel's ethical obligations owed to Class Members.
- 6 11.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
7 together with its attached Exhibit, shall constitute the entire agreement between the
8 Parties relating to the Settlement, superseding any and all oral representations,
9 warranties, covenants, or inducements made to or by any Party.
- 10 11.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
11 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
12 appropriate action required or permitted to be taken by such Parties pursuant to this
13 Agreement to effectuate its terms, and to execute any other documents reasonably
14 required to effectuate the terms of this Agreement including any amendments to this
15 Agreement.
- 16 11.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
17 the Court will first attempt to construe the provision as valid to the fullest extent possible
18 consistent with applicable precedents to define all provisions of this Agreement as valid
19 and enforceable.
- 20 11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
21 to exercise a right or remedy by any of the Parties hereto will be considered to imply or
22 constitute a further waiver by such party of the same or any other condition, covenant,
23 right, or remedy.
- 24 11.10. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in
25 good faith, to implement the Settlement by, among other things, modifying the
26 Settlement Agreement, submitting supplemental evidence, and supplementing points and
27 authorities as requested by the Court. In the event the Parties are unable to agree upon the
28 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 Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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

11.14. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.

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

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

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

11.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this

1 Settlement, and no other purpose, and may not be used in any way that violates any
2 existing contractual agreement, statute, or rule of court. No later than ninety (90) days
3 after the date when the Court discharges the Administrator's obligation to provide a
4 Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy,
5 all paper and electronic versions of Class Data received from Defendant unless, prior to
6 the Court's discharge of the Administrator's obligation, Defendant makes a written
7 request to Class Counsel for the return, rather than the destructions, of Class Data.

8 11.19. Headings. The descriptive heading of any section or Paragraph of this Agreement is
9 inserted for convenience of reference only and does not constitute a part of this
10 Agreement.

11 11.20. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
12 be to calendar days. In the event any date or deadline set forth in this Agreement falls on
13 a weekend or federal legal holiday, such date or deadline shall be on the first business
14 day thereafter.

15 11.21. Execution in Counterparts. This Agreement may be executed in one or more counterparts
16 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
17 Agreement shall be accepted as an original. All executed counterparts and each of them
18 will be deemed to be one and the same instrument if counsel for the Parties will
19 exchange between themselves signed counterparts. Any executed counterpart will be
20 admissible in evidence to prove the existence and contents of this Agreement.

21 11.22. Binding Agreement. The Parties warrant that they understand and have full authority to
22 enter into this Settlement, intend that this Agreement will be fully enforceable and
23 binding on all Parties, and agree that it will be admissible and subject to disclosure in any
24 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
25 that otherwise might apply under federal or state law. Plaintiff, and not his
26 representative(s), must personally execute this Agreement. An authorized officer of
27 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
28 become binding and enforceable pursuant to CCP section 664.6.

1 11.23. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
2 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
3 further agree that upon the signing of this Agreement that pursuant to CCP section
4 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
5 entire period of this settlement process.

6 *Signatures on the following page.*
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1 **Plaintiff & Class Representative:**

2
3 Dated: , 2026

By: _____
Plaintiff, Rafael Carrion

4
5 **Plaintiff's Counsel [As to Form Only]:**

6 Dated: , 2026

MOON LAW GROUP, P.C.

7
8 By: _____
Kane Moon
9 Attorneys for Plaintiff
10

11 **Defendant:**

12 Dated: , 2026

13
14 By: _____
Kay Tidwell
15
16 _____
Executive Vice President, General Counsel and
Chief Risk Officer
17

18 **Defendant's Counsel [As to Form Only]:**

19 Dated: , 2026

JACKSON LEWIS P.C.

20
21 By: _____
Andrea F. Oxman
22 Payam Malakouti
23 Attorneys for Defendant
24
25
26
27
28

Plaintiff & Class Representative:

Dated: June 24 , 2026

By: 
C7F915B847D040A...
Plaintiff, Rafael Carrion

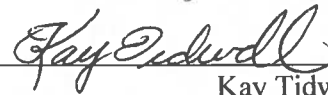
Plaintiff's Counsel [As to Form Only]:

Dated: June 24 , 2026

MOON LAW GROUP, P.C.
By: 
Kane Moon
Attorneys for Plaintiff

Defendant:

Dated: May 28 , 2026

By: 
Kay Tidwell
Executive Vice President, General Counsel and
Chief Risk Officer

Defendant's Counsel [As to Form Only]:

Dated: May 28 , 2026

JACKSON LEWIS P.C.
By: 
Andrea F. Oxman
Payam Malakouti
Attorneys for Defendant

Exhibit A

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

Rafael Carrion v. Sunset Services Holdings, LLC
Superior Court of California, County of Los Angeles, Case No. 23STCV12860

NOTICE: All current and former non-exempt employees of Sunset Services Holdings, LLC who worked in California at any time from June 6, 2019, to July 15, 2026.

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

In the class and representative action entitled *Rafael Carrion v. Sunset Services Holdings, LLC*, Los Angeles County Superior Court, Case No. 23STCV12860 ("Action"), Plaintiff Rafael Carrion ("Plaintiff") alleges Defendant Sunset Services Holdings, LLC ("Defendant") violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement"), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant's records as a Class Member and/or Aggrieved Employee.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if finally approved, and you will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will <u>not</u> receive a payment for the class action portion of the Settlement. If you exclude yourself from this Settlement, you will not be permitted to submit an objection to the Settlement. You may not exclude yourself from the PAGA portion of the Settlement.
DISPUTE WORKWEEKS AND/OR PAGA PAY PERIODS	If you do not exclude yourself from this Settlement, you may dispute the number of Workweeks and PAGA Pay Periods credited to you if you believe the reported number is incorrect.
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

"Class" means all current and former non-exempt employees of Defendant who worked for Defendant in California during the Class Period from June 6, 2019, to July 15, 2026.

"Aggrieved Employees" means all current and former non-exempt employees of Defendant who worked for Defendant in California during the PAGA Period from May 29, 2022, through July 15, 2026.

1. Why have I received this Notice?

The California Superior Court of Los Angeles County has granted preliminary approval of a proposed Class and Representative Action Settlement Agreement ("Settlement") reached between Plaintiff Rafael Carrion ("Plaintiff") and Defendant Sunset Services Holdings, LLC ("Defendant"), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant's records indicate that you are a member of the Settlement Class. For purposes of Settlement, the "Class" or "Settlement Class" is comprised of "all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period" ("Class Members"). The "Class Period" is June 6, 2019, through July 15, 2026.

In addition, Defendant's records indicate that you are a member of the PAGA Group ("Aggrieved Employee"). For purposes of Settlement, "Aggrieved Employee" means "all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period." The "PAGA Period" is May 29, 2022, through July 15, 2026.

"Workweeks" means any calendar week during the Class Period in which a Class Member worked at least one day for Defendant. "PAGA Pay Periods" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

2. What is the case about?

On June 6, 2023, Plaintiff Rafael Carrion filed a class action complaint entitled *Rafael Carrion v. Sunset Services Holdings, LLC*, in Los Angeles County Superior Court, Case No. 23STCV12860 (the "Action"). On October 12, 2023, Plaintiff filed a First Amended Complaint in the Action, which is the Operative Complaint.

The First Amended Complaint alleges the following claims against Defendant: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to timely pay final wages at termination, (6) failure to provide accurate itemized wage statements, (7) unfair business practices in violation of California Business and Professions Code sections 17200, *et seq.*, (8) failure to indemnify necessary business expenses, and (9) civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*

Defendant denies each and every allegation raised in the Action and believes it has treated, and continues to treat, Class Members in accordance with all applicable laws. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, and all applicable laws.

The Court has not made any decision regarding whether the claims or defenses in the Action have any merit. The Court has only preliminarily determined the proposed Settlement is fair, reasonable, and adequate as to all Class Members. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement does not become effective.

Plaintiff and Defendant (the "Parties") reached a Settlement to avoid the costs, risks, and uncertainties of continued litigation. By settling the Action, Defendant does not admit, concede, or imply that it has done any wrongdoing, and Plaintiff does not concede that any of Defendant's affirmative defenses have merit.

3. Who are the attorneys representing the Parties?

The Court has appointed Plaintiff's attorneys as "Class Counsel" to represent all Class Members. You will not be charged for this legal representation.

Class Counsel's contact information is as follows:

Kane Moon
Allen Feghali
Julie Sohyun Oh
Jamie C. Osganian
MOON LAW GROUP, PC
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4. How much is the Settlement for and how can I expect to receive?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of ONE HUNDRED EIGHTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$185,000.00), which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Settlement Administrator's Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency ("LWDA"). Defendant will separately pay its employer-side payroll taxes owed for the wage portion of Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys' fees payable from the GSA in the amount of up to one-third (i.e., \$61,666.67) of the GSA as well as reimbursement of their actual litigation costs not to exceed \$30,000.00. Plaintiff Rafael Carrion is seeking an enhancement award from the GSA in the amount of \$7,500.00 for his service as the Class Representative. The Parties are asking that \$10,000.00 of the GSA be allocated to settle the PAGA claims, with seventy-five percent (75%) to be paid to the LWDA and the remaining twenty-five percent (25%) to be distributed to Aggrieved Employees through Individual PAGA Payments. The Administrator estimates that the cost of administering this Settlement will not exceed \$8,000.00.

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual's number of Workweeks. "Participating Class Members" are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement. A "Workweek" refers to any week during which a Participating Class Member worked for Defendant in California for at least one day within the Class Period.

The Administrator will calculate each Individual Class Payment as follows:

1. The Administrator will determine the number of Workweeks each Participating Class Member worked for Defendant during the Class Period;
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

Defendant's records indicate that you worked approximately [X] Workweeks. Accordingly, your Individual Class Payment is estimated to be \$[X]. The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods. A "PAGA Pay Period" refers to any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day within the PAGA Period.

The Administrator will calculate each Individual PAGA Payment as follows:

1. The Administrator will determine the number of PAGA Pay Periods each Aggrieved Employee worked for Defendant during the PAGA Period;
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Aggrieved Employees' share of PAGA Penalties (\$2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

Defendant's records indicate that you worked approximately [X] PAGA Pay Periods. Accordingly, your Individual PAGA Payment is estimated to be \$[X]. The actual amount may vary depending on rulings from the Court that might affect the Gross Settlement Amount.

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS Form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

Checks for Individual Class Payments and Individual PAGA Payments will be mailed to Class Members and Aggrieved Employees no later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount. Each check will be void one hundred eighty (180) days after the date of mailing. The face of each check will prominently state the date the check will be voided. Any Individual Class Payment or Individual PAGA Payment check that remains uncashed for one hundred eighty (180) calendar days after the date of initial mailing shall be void. After the void date and after the Administrator makes reasonable efforts to contact you, the Administrator shall transmit the amounts represented by all uncashed checks to the California State Controller's Unclaimed Property Fund in your name. Under no circumstances shall any portion of the Gross Settlement Amount revert to Defendant. It is your responsibility to keep a current address on file with the Administrator.

5. What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?

If you believe the Workweek or PAGA Pay Period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Workweeks or PAGA Pay Periods are not correct and provide supporting records (for example, pay stubs, time records) showing the number of Workweeks or PAGA Pay Periods you worked.

The dispute must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than [RESPONSE DEADLINE DATE], 2026. The postmark date will be the exclusive means of determining whether your dispute has been timely submitted. The Administrator will review the information you provide and will make a determination. Defendant's records will be presumed correct absent credible evidence to rebut the Workweeks and/or PAGA Pay Periods credited to you.

6. What are my rights regarding this Settlement?

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property. Each check will be void one hundred eighty (180) days after the date of mailing.

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Settlement, or any particular terms of the Settlement, to be approved by the Court. If you wish to object to the Settlement, you can submit a written Objection stating why you object to the Settlement.

Any Objection must be in writing and contain: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (*Rafael Carrion v. Sunset Services Holdings, LLC*, Los Angeles County Superior Court Case No. 23STCV12860); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on which your objection is based; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written Objection must be sent to the Administrator (whose contact information is listed below) by email or mail, if transmitted or postmarked no later than **[RESPONSE_DEADLINE_DATE]**, 2026. A copy of any Objection will be submitted to the Court (with your private information redacted) for the Court's consideration in relation to whether to finally approve the Settlement.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing set for **[FINAL_APPROVAL_HEARING_DATE]**, 2026, at **[FINAL_APPROVAL_HEARING_TIME]** in **[FINAL_APPROVAL_HEARING_DEPARTMENT]** of the Los Angeles County Superior Court. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

If the Final Approval Hearing is continued to another date or time, the Administrator will give notice to any Participating Class Member who submitted an Objection.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are expected to receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

OPTION 3: Exclude Yourself from the Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Rafael Carrion v. Sunset Services Holdings, LLC*, Los Angeles County Superior Court Case No. 23STCV12860); (3) a clear statement that you wish to be excluded from the

Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than **[RESPONSE_DEADLINE_DATE]**, 2026. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement.

Note: You cannot opt out of the PAGA portion of the proposed Settlement. You are an Aggrieved Employee and when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion. This is required by California law. See *Arias v. Superior Court* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246.

7. When is the Final Approval Hearing?

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on **[FINAL_APPROVAL_HEARING_DATE]**, 2026, at **[FINAL_APPROVAL_HEARING_TIME]** in **[FINAL_APPROVAL_HEARING_DEPARTMENT]** of the Superior Court of California, County of Los Angeles, located at **[COURTHOUSE_ADDRESS]**.

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for **[FINAL_APPROVAL_HEARING_DEPARTMENT]** at **[COURT_CLERK_PHONE]** for instructions on how to remotely appear or verify the hearing date and time.

8. Can I be retaliated against for participating in the Settlement?

The law prohibits Defendant from retaliating against employees for exercising their legal rights. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or otherwise retaliate against you in any way because you choose to participate, or not participate, in the Settlement, in whole or in part.

9. What claims are being released as part of the Settlement?

Plaintiff's General Release: Plaintiff Rafael Carrion and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to, all claims alleged in the Action or which reasonably could have been alleged in the Operative Complaint or PAGA Notice. Plaintiff agrees to be bound by a California Civil Code section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law. This specifically excludes claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553). Plaintiff expressly waives the provisions of California Civil Code section 1542, which provides:

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

Plaintiff acknowledges that he has read and understands Section 1542 and knowingly and voluntarily waives the rights and benefits afforded by that section with respect to the Claims released herein. Plaintiff agrees that this Agreement is entered into knowingly and voluntarily. Plaintiff represents and warrants that he has full authority to enter into this Agreement and that he has not assigned, transferred, or conveyed any interest in any Claims to any spouse or to any other third party.

Released Class Claims by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and parent representatives, agents, attorneys, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims, demands, rights, liabilities, penalties, actions, or causes of action and factual or legal theories that were alleged in the Operative Complaint, or that could have been alleged in the Operative Complaint based upon or arising out of, or reasonably related to the facts alleged therein, that occurred during the Class Period beginning on June 6, 2019 through July 15, 2026, except for those arising under PAGA (collectively, the "Released Class Claims").

The Released Class Claims include, but are not limited to: (1) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (2) failure to provide compliant meal periods, (3) failure to provide compliant rest breaks, (4) failure to timely pay wages during employment; (5) failure to provide complete, accurate wage statements; (6) failure to pay wages timely at time of termination or resignation, (7) failure to reimburse or indemnify necessary business expenses; and (8) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint during the Class Period, as well as any claims for alleged violation of California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, and 2802, alleged violation of California Business and Professions Code section 17200, et seq., alleged violation of the California Industrial Welfare Commission Wage Orders, and all claims for fees, costs, penalties, and interest associated with said claims. (collectively, the "Released Class Claims").

Released Class Claims do not include claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, all claims while classified as exempt, or all claims based on events occurring outside of the Class Period.

Released PAGA Claims by All Aggrieved Employees: All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, as well as the LWDA, will be bound by the Judgment entered upon final approval of this Settlement and will be deemed to fully release and discharge the Released Parties from any and all claims for civil penalties under PAGA, including all claims that were alleged in the Operative Complaint or in Plaintiff's PAGA Notice, or that reasonably could have been alleged in the First Amended Complaint and/or in the PAGA Notice based upon or arising out of the facts alleged therein (collectively, the "Released PAGA Claims").

The Released PAGA Claims include claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, et seq., based on violations of Labor Code sections including but not limited to sections 201, 202, 203, 204, 210, 226, 226(a), 226(e)(1), 226(e)(2)(B)(iii), 226.3, 226.7, 227.3, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2699, 2699(f)(2), and 2802. The Released PAGA Claims are limited to claims arising during the PAGA Period beginning on May 29, 2022 through July 15, 2026.

IMPORTANT: In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Court (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, all individuals meeting the definition of an Aggrieved Employee shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member. **You cannot opt out of the PAGA portion of the Settlement.** The Final Approval Order and Judgment will have res judicata and claim-preclusive effect to the fullest extent permitted by law with respect to the Released PAGA Claims.

Released Parties: The "Released Parties" means Defendant Sunset Services Holdings, LLC and its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, owners, shareholders, members, managers, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns.

Effective Date of Releases: The releases described above will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.

10. What if I lose my Settlement check or tax forms?

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any tax forms that you have lost. After the Void Date, the Administrator will cancel your check and transmit the funds in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, uncashed funds will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

If your check has been voided, you should contact the Settlement Administrator or consult the California Controller's Unclaimed Property Fund at ucpi.sco.ca.gov for instructions on how to retrieve the funds.

11. How can I get more information?

The Class and PAGA Action Settlement Agreement ("Settlement") is on file with the Court as Exhibit 1 to the Declaration of [ATTORNEY_NAME] in Support of Motion for Preliminary Settlement Approval, filed on [FILING_DATE].

This Notice contains a summary of the basic terms of the Settlement and description of the Action. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Action, free of charge, during regular business hours at the Court Clerk's office of the Superior Court of California, County of Los Angeles, located at [COURTHOUSE_ADDRESS]. You may also access the records online at [COURT_WEBSITE_URL].

If you need more information or have any questions, you may contact Class Counsel or the Settlement Administrator at the following contact information:

Settlement Administrator:

Rafael Carrion v. Sunset Services Holdings, LLC
c/o [ADMINISTRATOR_NAME]
[ADMINISTRATOR_ADDRESS]
[ADMINISTRATOR_PHONE] | [ADMINISTRATOR_EMAIL]
Website: [ADMINISTRATOR_WEBSITE]

PLEASE DO NOT CONTACT THE COURT OR COURT CLERK'S OFFICE FOR LEGAL ADVICE OR INFORMATION REGARDING THIS NOTICE.