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MARIA GUADALUPE HERNANDEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

MARIA GUADALUPE HERNANDEZ, on  
behalf of the State of California, and others  
similarly situated,

Plaintiff,

vs.

YZER, LLC, a Florida limited liability  
company; PEOPLEASE LLC, a South  
Carolina limited liability company; and DOES  
1-100, inclusive,

Defendant.

Case No. 23CV025345

Assigned For All Purposes To:  
Hon. Michael Markman  
Dept. 23

DECLARATION OF NIKKI TRENNER IN  
SUPPORT OF MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT

Date: October 8, 2024  
Time: 10:00 a.m.  
Dept.: 23

I, NIKKI TRENNER, declare as follows:

1. I am an attorney duly licensed to practice in California and before this Court, and I am associated with Crosner Legal, PC. My firm serves as counsel of record for Plaintiff in the above-captioned matter. If called to testify as to the facts within, I would and could competently do so.

2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the

1 Parties' amended Class Action and PAGA Settlement Agreement and Class Notice ("Settlement  
2 Agreement"). Attached hereto as Exhibit 2 is a redline of the Settlement Agreement reflecting all  
3 changes made. Attached hereto as Exhibit 3 is a true and correct copy of the proposed Class  
4 Notice form, and attached as Exhibit 4 is a redline of the Class Notice reflecting all changes  
5 made.

6 3. Section 5.3 of the Settlement Agreement has been changed to reflect the changes  
7 to the release of PAGA claims identified in the Court's prior tentative ruling.

8 4. The Class Notice has been changed at Section 1 to reflect the correct location of  
9 the Court, the PAGA release language has been changed at Section 4.b. to reflect to changes  
10 made in the Settlement Agreement, and the language required by the Court advising class  
11 members how to obtain more information has been added at Section 6.

12 5. Plaintiff proposes Thursday, February 20, 2025, at 10:00 a.m. for the Final  
13 Approval Hearing, as reflected in the revised [Proposed] Order submitted herewith.

14 6. My office submitted this declaration and the revised Settlement Agreement to the  
15 Labor & Workforce Development Agency via its online portal, and gave notice of the continued  
16 hearing. A true and correct copy of the LWDA's acknowledgment of receipt is attached hereto as  
17 Exhibit 5.

18 7. For all the foregoing reasons, as well as those set forth in the moving papers, I  
19 respectfully request the Court grant preliminary approval to the proposed settlement.

20 I declare under penalty of perjury under the laws of California that the foregoing is true and  
21 correct. Executed on October 1, 2024, at San Diego, California.

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24 Nikki Trenner  
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# **EXHIBIT**

**1**

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Maria Guadalupe Hernandez (“Plaintiff”) and defendants YZER, LLC (“YZER”) and Peoplease, LLC (“Peoplease”) (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties” and individually as “Party.”

### 1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Maria Guadalupe Hernandez v. YZER, LLC, Peoplease, LLC, et al*, initiated on January 9, 2023 and pending in Superior Court of the State of California, County of Alameda, Case No. 23CV025345.
- 1.2 “Administrator” or means Atticus Administration, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means (a) all current and former non-exempt individuals who worked for YZER, LLC in California at any time within the PAGA Period and (b) all current and former non-exempt individuals who worked for YZER, LLC and who were issued wage statements by Peoplease, LLC in California at any time within the PAGA Period.
- 1.5 “Class” means (a) all current and former non-exempt individuals who worked for YZER, LLC in California at any time within the Class Period and (b) all current and former non-exempt individuals who worked for YZER, LLC and who were issued wage statements by Peoplease, LLC in California at any time within the Class Period.
- 1.6 “Class Counsel” means Zach Crosner, Jamie Serb, and Michael Jones of Crosner Legal, PC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if reasonably available), and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact of Class Members by the Administrator.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from July 26, 2021 (the date YZER, LLC began operating in California) to April 17, 2024.
- 1.13 “Class Representative” means Plaintiff Maria Guadalupe Hernandez.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Alameda.
- 1.16 “Cy Pres Recipient” means United Way.
- 1.17 “Defense Counsel” means Scopelitis, Garvin, Light, Hanson & Feary, P.C.
- 1.18 “Effective Date” means the date when all of the following events have occurred: (a) this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given Preliminary Approval of the Agreement; (c) notice has been given to the Class Members providing them with an opportunity to opt-out of the Settlement; (d) the Court has held a Final Approval Hearing and entered a Final Approval Order and judgment approving this Agreement from which no appeal can be taken; and (e) in the event there are written objections filed prior to the Final Approval Hearing that are not later withdrawn, the later of the following events: (i) when the period for filing any appeal, writ, or other appellate proceeding opposing the Agreement and Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (ii) when any appeal, writ, or other appellate proceeding opposing the Agreement and Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) when any appeal, writ, or other appellate proceeding has upheld the Court’s Final Approval Order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Agreement and Settlement shall not become effective until the Court’s order approving the Agreement and

Settlement is completely final and there is no further recourse for an appellant or objector who seeks to contest the Agreement and Settlement. If no objections are filed, the Effective Date shall be after steps (a) through (d) have been completed.

- 1.19 “Final Approval” or “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$1,000,000.00, which is the total amount YZER agrees to pay under the Settlement except as provided in paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administrator’s Expenses Payment.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i) to 75% of the PAGA Penalties.
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

- 1.30 “Operative Complaint” means the Second Amended Complaint to be filed by Plaintiff in accordance with paragraph 5.4.
- 1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for YZER, LLC for at least one day during the PAGA Period.
- 1.32 “PAGA Period” means the period from January 6, 2022, to April 17, 2024.
- 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.34 “PAGA Notice” means Plaintiff’s January 6, 2023, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3(a) of the claims alleged in the Operative Complaint.
- 1.35 “PAGA Penalties” means the total amount of PAGA civil penalties (\$35,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$8,750.00) and 75% to the LWDA (\$26,250.00) in settlement of PAGA claims.
- 1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Released Class Claims” means the claims being released as described in paragraph 5.2 below.
- 1.39 “Released PAGA Claims” means the claims being released as described in paragraph 5.3 below.
- 1.40 “Released Parties” means: (a) Defendants and (b) their past, present, and/or future parent, subsidiary, affiliated, or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), including each related company, corporation, and/or partnership (defined as a company, corporation, and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), and (c) each of the previously listed persons’ and entities’ respective past, present, and future agents, contractors, employees, servants, officers, directors, principals, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors, divisions, assigns, predecessors, successors, insurers, and consultants.
- 1.41 “Request for Exclusion” means a Class Member’s submission to the Administrator of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42 “Response Deadline” means 60 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which

any Class Members may: (a) fax, email, or mail a Request for Exclusion to the Administrator, or (b) fax, email, or mail his or her objection to the Settlement to the Administrator. Class Members to whom Class Notice is resent after having been initially returned undeliverable to the Administrator shall have an additional 14 days beyond the Response Deadline to submit a Request for Exclusion or objection.

- 1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44 “Workweek” means any week during which a Class Member worked for YZER, LLC for at least one day during the Class Period.

## **2. RECITALS.**

- 2.1 On January 9, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for recovery of unpaid minimum and overtime wages, failure to provide meal and rest breaks, inaccurate wage statements, waiting time penalties, failure to reimburse business expenses, and violation of the unfair competition law. On March 27, 2023, Plaintiff commenced another lawsuit in Alameda County Superior Court, Case No. 23CV030098, alleging a single cause of action against Defendants for violation of the PAGA (“PAGA Action”).
- 2.2 On May 23, 2023, Plaintiff filed a First Amended Complaint in the Action, incorporating Plaintiff’s claim under the PAGA. Thereafter, on July 10, 2023, Plaintiff dismissed the standalone PAGA Action without prejudice.
- 2.3 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged therein.
- 2.4 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA on January 6, 2023.
- 2.5 On January 18, 2024, the Parties participated in an all-day mediation presided over by Michael Young, Esq. of Judicate West, which resulted in a mediator’s proposal that was later accepted by the Parties.
- 2.6 Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff’s personnel documents, time, and wage records; a sampling of Class Members’ time and wage records; and exemplar arbitration agreements. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.7 The Court has not granted class certification in the Action.
- 2.8 The Parties, Class Counsel, and Defense Counsel represent that they have no existing conflicts with the Administrator or the Cy Pres Recipient.

### 3. MONETARY TERMS.

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by paragraph 8 below, YZER shall pay \$1,000,000.00 and no more as the Gross Settlement Amount and shall separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. YZER has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in paragraph 4.3 of this Agreement. None of the Gross Settlement Amount will revert to YZER.
- 3.2 **Payments from the Gross Settlement Amount.** The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.2.1 **To Plaintiff:** Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member), as approved by the Court. Defendants shall not oppose Plaintiff's request to the Court for a Class Representative Service Payment that does not exceed this amount. The failure of the Court to approve the full amount of the Class Representative Service Payment requested shall not impact the enforceability or validity of the remainder of this Agreement, which shall remain in full force and effect. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The Administrator shall pay the Class Representative Service Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.
- 3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than 33.3% of the Gross Settlement Amount, which is currently estimated to be \$333,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00, as approved by the Court. Defendants shall not oppose requests to the Court for these payments provided that the requests do not exceed these amounts. The failure of the Court to approve the full amount of the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment requested shall not impact the enforceability or validity of the remainder of this Agreement, which shall remain in full force and effect. As part of Plaintiff's motion for Final Approval, Plaintiff shall seek approval of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator shall allocate the remainder to the Net Settlement Amount.

Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator shall pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and shall indemnify Defendants, from any dispute or controversy regarding any division or sharing of the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment.

3.2.3 **To the Administrator:** An Administration Expenses Payment not to exceed \$15,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses in administering the Settlement are less than the Administration Expenses Payment or the Court approves payment less than the requested amount, the Administrator shall allocate the remainder to the Net Settlement Amount. If the Administrator's expenses in administering the Settlement exceed \$15,000.00, or the Court approves an Administration Expenses Payment of less than \$15,000.00 and the Administrator incurs expenses in administering the Settlement that are in excess of the Administration Expenses Payment approved by the Court, the Parties shall bear these additional costs of administration equally.

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

3.2.4.1 **Tax Allocation of Individual Class Payments.** 33.3% of each Participating Class Member's Individual Class Payment shall be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and the amount of the tax withholdings shall be calculated by the Administrator, subject to Defendant's review and approval, and reported on an IRS Form W-2. The remaining 66.7% of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for non-wage claims (e.g., interest and penalties) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to tax withholding and shall be reported on an IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on the Wage Portion of their Individual Class Payments and assume full responsibility and

liability for any taxes owed on the Non-Wage Portion of their Individual Class Payments. The Settlement Administrator shall rely upon all tax information reasonably available to and provided by Defendants to issue any IRS Form W-2 and/or IRS Form 1099 required by this Agreement. To the extent Defendants lack sufficient tax information concerning a Participating Class Member or Aggrieved Employee, the Settlement Administrator shall request that the affected Participating Class Member or Aggrieved Employee submit a completed IRS Form W-9 to the Settlement Administrator. If the affected Participating Class Member or Aggrieved Employee refuses or fails to complete or submit a Form W-9 to the Settlement Administrator, then the Settlement Administrator shall make appropriate withholdings from any Individual Class Payment(s) and/or Individual PAGA Payment(s) due to the affected Participating Class Member or Aggrieved Employee under this Agreement.

**3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments.** Non-Participating Class Members will not receive any Individual Class Payments. The Administrator shall allocate amounts equal to their Individual Class Payments to the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

**3.2.5 To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$35,000.00, with 75% (\$26,250.00) allocated to the LWDA PAGA Payment and 25% (\$8,750.00) allocated to the Individual PAGA Payments.

**3.2.5.1** The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$8,750.00) 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

**3.2.5.2** If the Court approves PAGA Penalties less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The Administrator shall report the Individual PAGA Payments on an IRS Form 1099.

#### 4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 **Class Workweeks and Aggrieved Employee Pay Periods.** As of the date of mediation, YZER estimates there are approximately 514 Class Members who collectively worked a total of approximately 24,000 Workweeks, and approximately 431 of Aggrieved Employees who worked a total of approximately 10,000 PAGA Pay Periods.
- 4.2 **Class Data.** Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants shall deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Class Data shall not be provided to Class Counsel. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, shall use the Class Data only for purposes of this Settlement and for no other purpose, and shall restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform their duties under this Agreement. Defendants shall have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted identifying information for any Class Member and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will use their best efforts, in good faith, to expeditiously reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 **Funding of Gross Settlement Amount.** YZER shall fully fund the Gross Settlement Amount, including the amounts necessary to pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, by transmitting the funds to the Administrator no later than 14 days after the Effective Date or October 9, 2024, whichever date is later. However, in no event shall YZER pay more than the Gross Settlement Amount and YZER's share of the payroll taxes owed on the Wage Portions of the Individual Class Payments.
- 4.4 **Payments from the Gross Settlement Amount.** Within 14 days after YZER transmits the Gross Settlement Amount to the Administrator, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Neither Participating Class Members nor Aggrieved Employees shall be required to submit any claim to the Administrator as a condition of receipt of an Individual Class Payment or Individual PAGA Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments or Individual PAGA Payments.

- 4.4.1 The Administrator shall issue checks for the Individual Class Payments and Individual PAGA Payments to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided, which date shall not be less than 180 days after the date of mailing (“Void Date”). The Administrator shall cancel all checks not cashed by the Void Date. The Administrator shall issue checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator shall issue checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update each Class Member’s and/or Aggrieved Employee’s mailing address using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all Participating Class Members and Aggrieved Employees whose checks are returned undelivered without a forwarding address. Within 7 days of receiving a returned check, the Administrator shall re-mail a check to any forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced upon request by the Participating Class Member and/or Aggrieved Employee prior to the Void Date.
- 4.4.3 For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds represented by such checks to the Cy Pres Recipient, which is a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b), in accordance with paragraphs 12.22 and 12.23. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Cy Pres Recipient.
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate YZER to confer any additional benefits or make any additional payments to Participating Class Members or Aggrieved

Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- 4.4.5 The Administrator shall hold back 10% of the Class Counsel Fees Payment in an interest-bearing account pending Class Counsel's submission and the Court's approval of a final compliance status report after disbursement of all payments required by this Agreement.

5. **RELEASES OF CLAIMS.** On the Effective Date, Plaintiff and Class Members shall release claims against all Released Parties as follows:

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

- 5.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

**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.**

- 5.2 **Release by Participating Class Members:** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, any and all claims involving any alleged failure to pay minimum wages and liquidated

damages; failure to pay overtime wages; failure to authorize and provide meal periods or compensation in lieu thereof; failure to authorize and provide rest periods or compensation in lieu thereof; inaccurate wage statements; failure to timely pay wages upon termination of employment; failure to reimburse business expenses; failure to comply with any provisions of the California Labor Code identified in Plaintiff's claim for civil penalties under PAGA; and violation of the Unfair Competition Law, California Business and Professions Code section 17200 et seq., during the Class Period. Participating Class Members only release these claims for the duration of the Class Period. Except as set forth in paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.3 **Release by the LWDA:** Plaintiff, as the proxy and agent of the LWDA and as the representative of all Aggrieved Employees, on behalf of the LWDA and its respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, by the LWDA based on the facts stated in the PAGA Notice and the amended PAGA Notice referenced in paragraph 5.4, including claims for any alleged failure to pay minimum wages and liquidated damages; failure to pay overtime wages; failure to authorize and provide meal periods or compensation in lieu thereof; failure to authorize and provide rest periods or compensation in lieu thereof; inaccurate wage statements; failure to timely pay wages upon termination of employment; failure to reimburse business expenses; failure to keep accurate records; failure to produce records; statutory wage violations; refusal to make payment; standard conditions of labor violations; unlawful deductions; sick leave violations; failure to provide supplemental paid sick leave; failure to pay vested vacation wages; unlawful agreements; and unlawful criminal history inquiries during the PAGA Period. Plaintiff, as the proxy and agent of the LWDA and as the representative of all Aggrieved Employees, only releases these claims on behalf of the LWDA for the duration of the PAGA Period.
- 5.4 **Amended PAGA Notice.** In order to effectuate the broadest release possible of any and all claims under PAGA, Class Counsel shall submit an amended PAGA Notice to the LWDA and shall file an amended pleading in the Action incorporating that amended PAGA Notice that incorporates—in addition to all claims alleged in the First Amended Complaint filed in the Action by Plaintiff on May 23, 2023—all PAGA claims alleged in the lawsuit against Defendants captioned *Marta Alicia Garcia Jacinto v. YZER, LLC, et al.*, pending in the Superior Court of California, County of Los Angeles, Case No. 23STCV17662.

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current guidelines for Preliminary Approvals.

- 6.1 **Plaintiff’s Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice of, and memorandum in support of, the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; (iv) a signed declaration from Plaintiff; (v) a signed declaration from Class Counsel’s firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2))).
- 6.2 **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel agree to expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, the Parties shall meet, confer, and negotiate in good faith for a period of thirty (30) days following any order denying Preliminary Approval to modify the Agreement directly, or with the assistance of a mediator, to address any concerns identified by the Court. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph. If the Parties are unable to secure Preliminary Approval of this Agreement, as modified, after meeting and conferring in good faith, then this Agreement shall be

null and void and the Parties shall equally bear any expenses incurred by the Administrator in administering the Settlement up to that point.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1 Selection of Administrator.** The Parties have jointly selected the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.**
  - 7.4.1** No later than three (3) business days after receipt of the 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.
  - 7.4.2** Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator shall send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice 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 Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
  - 7.4.3** Not later than 3 business days after the Administrator’s 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 the USPS. If the

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 Class Notice to Class Members whose Class Notice is returned as undelivered by the USPS a second time.

- 7.4.4 The deadlines for Class Members' written objections, challenges to any calculation of Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed. The Administrator shall inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Plaintiff, Defendants, 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 expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members and/or Aggrieved Employees. If the Parties agree, such persons shall be considered Class Members and/or Aggrieved Employees, entitled to the same rights as other Class Members and/or Aggrieved Employees, and the Administrator shall send, via email or overnight delivery, a Class Notice requiring them to object or submit a Request for Exclusion under this Agreement not later than 14 days after receipt of Class Notice, or the deadline contained in the Class Notice, whichever is later.

## **7.5 Requests for Exclusion (Opt-Outs).**

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's first and last name and a general statement indicating that he or she requests exclusion from the Class and does not wish to participate in the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline, except as provided in paragraph 7.4.4 of this Agreement.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class

Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. If the Parties disagree as to the validity or authenticity of a Request for Exclusion, they shall confer in good faith to resolve the dispute. In the event that the Parties cannot reach agreement regarding the validity or authenticity of a Request for Exclusion, the Administrator shall decide the matter and the Administrator's determination shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release by Participating Class Members and release by Aggrieved Employees under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Settlement. Non-Participating Class Members who are Aggrieved Employees shall, notwithstanding any Request for Exclusion, release the claims identified in paragraph 5.3 of this Agreement and are eligible to receive an Individual PAGA Payment.

- 7.6 **Challenges to Calculation of Workweeks.** Each Class Member shall have 60 days after the Administrator mails Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail and, upon receipt of such a challenge, the Administrator shall request that the challenging Class Member submit supporting documentation. In the absence of any contrary documentation provided by the challenging Class Member, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. If the Parties disagree as to the allocation or calculation of Workweeks and/or PAGA Pay Periods regarding any Class Member, they shall confer in good faith to resolve the dispute. In the event that the Parties cannot reach agreement concerning the allocation or calculation of Workweeks and/or PAGA Pay Periods regarding any Class Member, the Administrator shall decide the matter and the Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the

Administrator's calculation of Workweeks and/or PAGA Pay Periods, and the Administrator's determination with respect to any such challenges, if applicable, to Defense Counsel and Class Counsel.

**7.7 Objections to Settlement.**

7.7.1 Only Participating Class Members may object to the Settlement and/or this Agreement. Non-Participating Class Members have no right to object to the Settlement.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. The Administrator shall promptly provide Class Counsel and Defense Counsel with copies of any objections it receives. Class Counsel shall file any objections received with the Court. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Alternatively, Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to present verbal objections to the Settlement at the Final Approval Hearing.

**7.8 Administrator Duties.** The Administrator has a duty to perform all tasks to be performed by the Administrator contained in this Agreement.

7.8.1 **Website, Email Address, and Toll-Free Number.** The Administrator shall establish and maintain and use an internet website to post the following information concerning the Settlement: the date, time, and location for the Final Approval Hearing; copies of the Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Final Approval Order, and Judgment. The Administrator shall also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 **Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator shall promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 business days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class

Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion received by the Administrator (whether valid or invalid).

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

7.8.3 **Administrator’s Declaration.** Not later than 14 days after the Response Deadline, the Administrator shall provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to the Administrator’s due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, monitoring and recording the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, monitoring and recording the total number of Requests for Exclusion from the Settlement it received (whether valid or invalid), and monitoring and recording the number of written objections. The Administrator shall attach the Exclusion List to its declaration. The Administrator shall 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) with the Court.

7.8.4 **Final Report by Administrator.** Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments issued pursuant to this Agreement. At least 15 days before any deadline set by the Court, the Administrator shall prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. The Administrator shall 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.

## **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.**

8.1 Based on its records, YZER estimates that, as of the date of mediation, there are (1) 514 Class Members and 24,000 total Workweeks during the Class Period; and (2)

431 Aggrieved Employees who worked 10,000 total PAGA Pay Periods during the PAGA Period.

8.2 The Gross Settlement Amount was agreed upon based on YZER's representations of the total number of Workweeks in the Class Period and total number of PAGA Pay Periods in the PAGA Period. If the number of Workweeks during the Class Period exceeds 24,000 by more than 10% (26,400 Workweeks), then YZER shall have the option to either (1) increase the Gross Settlement Amount on a pro rata basis per Workweek exceeding the 10% increase (i.e., if the number of Workweeks increases by 11%, the Gross Settlement Amount shall be increased by 1%); or (2) cap the number of Workweeks at 26,400 by limiting the end dates of the Class Period and PAGA Period to the date on which 26,400 Workweeks have been worked by the Class Members and/or Aggrieved Employees.

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion exceeds 3% of the total of all Class Members, YZER may, but is not obligated to, withdraw from the Settlement. The Parties agree that, if YZER withdraws, the Settlement shall be void *ab initio*, shall have no force or effect whatsoever, and no Party shall have any further obligation to perform under this Agreement, provided, however, YZER shall remain responsible for paying all expenses of the Administrator incurred up to the date of withdrawal. YZER shall notify Class Counsel and the Court of the exercise of its right to withdraw from the Settlement pursuant to this paragraph not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff shall file with the Court a motion for final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel as soon as practicable prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents with the Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), the Parties shall meet, confer, and negotiate in good faith for a period of thirty (30) days following any order denying Final Approval to modify the Agreement directly, or with the assistance of a mediator, to address any concerns identified by the Court. The Court's decision to award less than the amounts

requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph. If the Parties are unable to secure Final Approval of this Agreement, as modified, after meeting and conferring in good faith, then this Agreement shall be null and void and the Parties shall equally bear any expenses incurred by the Administrator in administering the Settlement up to that point.

- 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court shall retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and/or appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If a Participating Class Member who has filed an objection appeals the Judgment, the Parties' obligations to perform under this Agreement shall be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If any appellate court with jurisdiction over the Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing equally any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties shall work together in good faith to jointly submit a proposed amended judgment.

## 12. **ADDITIONAL PROVISIONS.**

12.1 **Government Actions Affecting Settlement.** If any proceeding or action is commenced on or before a date that is one (1) year from the date the Court enters Preliminary Approval of the Settlement by any federal, state, or local government authority, including, without limitation, the U.S. Department of Labor or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, asserting any claims released by the Settlement, Plaintiff and Class Counsel shall not oppose Defendants arguments asserting that the governmental action is within the scope of the Settlement, the Action, and the Court's order granting Final Approval of the Settlement and entering the Judgment. Additionally, in the event any action is commenced by a governmental authority as stated herein, Defendants shall have the option to seek an order from the Court requesting that Individual Class Payments and Individual PAGA Payments to the Class Members and Aggrieved Employees, respectively, be immediately suspended pending the outcome of the suit or administrative proceeding brought by the governmental authority.

12.2 **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent possible consistent with applicable precedents and other law so as to render all provisions of this Agreement valid and enforceable. Should the Court deem any clause or provision of this Agreement to be invalid, illegal, or unenforceable, the Court shall first attempt to modify or reform the provision or clause as minimally necessary to be valid, lawful, and enforceable. Should the Court deem any clause or provision of this Agreement to be invalid, illegal, or unenforceable and its modification or reformation is not possible, then invalidation of any material provision of the Agreement shall invalidate the Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Agreement are to remain in full force and effect. A modification or reversal on appeal of any amount of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payment shall not be deemed to be an invalidation of a material provision of this Agreement. The Parties shall be equally responsible for any amount of the Administration Expenses Payment incurred by the Administrator as of the time the Agreement is invalidated.

12.3 **No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff

that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn, or modified by the Court in such a manner that prevents or prohibits Defendants from obtaining a complete resolution of the claims as described in this Agreement, any conditional class certification shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose whatsoever or with respect to any issue, substantive or procedural. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class in this Action for any reasons, and Defendants reserve all available defenses to the claims alleged in the Action, and Plaintiff reserves the right to move for class certification on any grounds available to her and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action shall have no bearing on, and shall not be admissible in connection with any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.4 **Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom shall be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication before the filing of the Motion for Preliminary Approval with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees shall not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.6 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all prior oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.7 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.
- 12.8 **Cooperation.** The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities, as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties shall seek the assistance of a mediator and/or the Court for resolution.
- 12.9 **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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by any Party to this Settlement.
- 12.10 **No Tax Advice.** Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement or the Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.11 **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.
- 12.12 **Agreement Binding on Successors.** This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.13 **Applicable Law.** All terms and conditions of this Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.14 **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against any

Party on the basis that the Party was the drafter or participated in the drafting of this Agreement.

- 12.15 **Confidentiality.** To the extent permitted by law, all agreements made in this Agreement and orders entered during the Action relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.16 **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to the Administrator by Defendants in connection with the Parties' mediation, other settlement negotiations, or in connection with the Settlement, shall only be used with respect to this Settlement, and for no other purpose, and shall not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Effective Date, the Administrator shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Effective Date, Defendants make a written request to the Administrator for the return, rather than the destruction, of Class Data.
- 12.17 **Headings.** The descriptive heading of any paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.18 **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.19 **Notice.** All notices, demands, or other communications between the Parties in connection with this Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email, addressed as follows:

**To Plaintiff:**

ZACHARY M. CROSNER, ESQ.  
zach@crosnerlegal.com  
JAMIE SERB, ESQ.  
jamie@crosnerlegal.com  
MICHAEL JONES, ESQ.  
Michael.jones@crosnerlegal.com  
CROSNER LEGAL, PC  
9440 Santa Monica Blvd. Suite 301  
Beverly Hills, CA 90210  
Tel: (866) 276-7637  
Fax: (310) 510-6429

**To Defendant YZER, LLC:**

JAMES A. ECKHART  
jeckhart@scopelitis.com  
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.  
10 West Market St, Ste 1400  
Indianapolis, IN 46204

**To Defendant Peoplease, LLC:**

SPENCER W. WALDRON  
swaldron@fisherphillips.com  
RYAN W. JEBREIL  
rjebreil@fisherphillips.com  
FISHER & PHILLIPS LLP  
2050 Main Street, Suite 1000  
Irvine, California 92614  
Telephone: (949) 851-2424  
Facsimile: (949) 851-0152

- 12.20 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument. Any executed counterpart shall not be admissible in connection with any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.21 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation in the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement and pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for a period of time sufficient to effectuate all terms of this Agreement.
- 12.22 **Residual Funds.** For ninety (90) days after the Administrator mails the distributions of the Individual Class Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment contemplated by paragraphs 3 and 4, the Administrator may use any residual funds (e.g., from uncashed checks that would otherwise go to the Cy Pres Recipient) to resolve any disputes which may arise.
- 12.23 **Cy Pres Amount.** Within 180 days after the Administrator mails the initial distributions and, if necessary, the redistributions contemplated under paragraphs 3 and 4, the Administrator shall prepare and send to Defense Counsel and Class Counsel an accounting of all distributions from the Gross Settlement Amount that

identifies any checks issued but not cashed. Within seven (7) days of providing this accounting to Defense Counsel and Class Counsel, the Administrator shall issue a check to the Cy Pres Recipient comprised of the value of the uncashed checks, if any. Participating Class Members who do not cash their Individual Class Payment checks nevertheless remain bound by the Settlement, including the release of claims.

Dated: 08 / 30 / 2024

  
\_\_\_\_\_  
Plaintiff Maria Guadalupe Hernandez

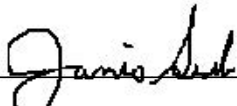
Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Defendant YZER, LLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Defendant Peoplease, LLC

Dated: September 24, 2024

**CROSNER LEGAL, PC**  
  
\_\_\_\_\_  
Zachary Crosner, Esq.  
Jamie Serb, Esq.  
Michael Jones, Esq.  
Attorneys for Plaintiff and the Class

Dated: \_\_\_\_\_

**SCOPELITIS GARVIN LIGHT HANSON &  
FEARY, P.C.**  
\_\_\_\_\_  
Andrew J. Butcher  
Attorney for YZER, LLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Maria Guadalupe Hernandez

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Defendant YZER, LLC

Dated: 08/21/24

*A M Remington*  
Name: A M Remington  
Defendant Peoplease, LLC

Dated: \_\_\_\_\_

**CROSNER LEGAL, PC**

\_\_\_\_\_  
Zachary Crosner, Esq.  
Jamie Serb, Esq.  
Michael Jones, Esq.  
Attorneys for Plaintiff and the Class

Dated: August 13, 2024

**SCOPELITIS GARVIN LIGHT HANSON &  
FEARY, P.C.**

*Andy J Butcher*  
Andrew J. Butcher  
Attorney for YZER, LLC

Dated: August 13, 2024

**FISHER & PHILLIPS LLP**

*S Waldron*  
Spencer W. Waldron  
Ryan W. Jebreil  
Attorneys for Peoplease, LLC

Dated: \_\_\_\_\_

Dated: 9/25/2024  
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Plaintiff Maria Guadalupe Hernandez

DocuSigned by:  
  
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Name: Rick Lopez  
\_\_\_\_\_

Defendant YZER, LLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Defendant Peoplease, LLC

Dated: \_\_\_\_\_

**CROSNER LEGAL, PC**

\_\_\_\_\_  
Zachary Crosner, Esq.  
Jamie Serb, Esq.  
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Dated: August 13, 2024

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FEARY, P.C.**



\_\_\_\_\_  
Andrew J. Butcher  
Attorney for YZER, LLC

Dated: \_\_\_\_\_

**FISHER & PHILLIPS LLP**

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Spencer W. Waldron  
Ryan W. Jebreil  
Attorneys for Peoplease, LLC

# **EXHIBIT**

**2**

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

This Revised Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Maria Guadalupe Hernandez (“Plaintiff”) and defendants YZER, LLC (“YZER”) and Peoplease, LLC (“Peoplease”) (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties” and individually as “Party.”

### **1. DEFINITIONS.**

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Maria Guadalupe Hernandez v. YZER, LLC, Peoplease, LLC, et al*, initiated on January 9, 2023 and pending in Superior Court of the State of California, County of Alameda, Case No. 23CV025345.
- 1.2 “Administrator” or means Atticus Administration, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means (a) all current and former non-exempt individuals who worked for YZER, LLC in California at any time within the PAGA Period and (b) all current and former non-exempt individuals who worked for YZER, LLC and who were issued wage statements by Peoplease, LLC in California at any time within the PAGA Period.
- 1.5 “Class” means (a) all current and former non-exempt individuals who worked for YZER, LLC in California at any time within the Class Period and (b) all current and former non-exempt individuals who worked for YZER, LLC and who were issued wage statements by Peoplease, LLC in California at any time within the Class Period.
- 1.6 “Class Counsel” means Zach Crosner, Jamie Serb, and Michael Jones of Crosner Legal, PC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if reasonably available), and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact of Class Members by the Administrator.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from July 26, 2021 (the date YZER, LLC began operating in California) to April 17, 2024.
- 1.13 “Class Representative” means Plaintiff Maria Guadalupe Hernandez.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Alameda.
- 1.16 “Cy Pres Recipient” means United Way.
- 1.17 “Defense Counsel” means Scopelitis, Garvin, Light, Hanson & Feary, P.C.
- 1.18 “Effective Date” means the date when all of the following events have occurred: (a) this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given Preliminary Approval of the Agreement; (c) notice has been given to the Class Members providing them with an opportunity to opt-out of the Settlement; (d) the Court has held a Final Approval Hearing and entered a Final Approval Order and judgment approving this Agreement from which no appeal can be taken; and (e) in the event there are written objections filed prior to the Final Approval Hearing that are not later withdrawn, the later of the following events: (i) when the period for filing any appeal, writ, or other appellate proceeding opposing the Agreement and Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (ii) when any appeal, writ, or other appellate proceeding opposing the Agreement and Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) when any appeal, writ, or other appellate proceeding has upheld the Court’s Final Approval Order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Agreement and Settlement shall not become effective until the Court’s order approving the Agreement and

Settlement is completely final and there is no further recourse for an appellant or objector who seeks to contest the Agreement and Settlement. If no objections are filed, the Effective Date shall be after steps (a) through (d) have been completed.

- 1.19 “Final Approval” or “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$1,000,000.00, which is the total amount YZER agrees to pay under the Settlement except as provided in paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administrator’s Expenses Payment.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i) to 75% of the PAGA Penalties.
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

- 1.30 “Operative Complaint” means the Second Amended Complaint to be filed by Plaintiff in accordance with paragraph 5.4.
- 1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for YZER, LLC for at least one day during the PAGA Period.
- 1.32 “PAGA Period” means the period from January 6, 2022, to April 17, 2024.
- 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.34 “PAGA Notice” means Plaintiff’s January 6, 2023, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3(a) of the claims alleged in the Operative Complaint.
- 1.35 “PAGA Penalties” means the total amount of PAGA civil penalties (\$35,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$8,750.00) and 75% to the LWDA (\$26,250.00) in settlement of PAGA claims.
- 1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Released Class Claims” means the claims being released as described in paragraph 5.2 below.
- 1.39 “Released PAGA Claims” means the claims being released as described in paragraph 5.3 below.
- 1.40 “Released Parties” means: (a) Defendants and (b) their past, present, and/or future parent, subsidiary, affiliated, or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), including each related company, corporation, and/or partnership (defined as a company, corporation, and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), and (c) each of the previously listed persons’ and entities’ respective past, present, and future agents, contractors, employees, servants, officers, directors, principals, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors, divisions, assigns, predecessors, successors, insurers, and consultants.
- 1.41 “Request for Exclusion” means a Class Member’s submission to the Administrator of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42 “Response Deadline” means 60 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which

any Class Members may: (a) fax, email, or mail a Request for Exclusion to the Administrator, or (b) fax, email, or mail his or her objection to the Settlement to the Administrator. Class Members to whom Class Notice is resent after having been initially returned undeliverable to the Administrator shall have an additional 14 days beyond the Response Deadline to submit a Request for Exclusion or objection.

- 1.43 “Settlement” means the disposition of the Action effected by this Revised Agreement and the Judgment.
- 1.44 “Workweek” means any week during which a Class Member worked for YZER, LLC for at least one day during the Class Period.

## 2. RECITALS.

- 2.1 On January 9, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for recovery of unpaid minimum and overtime wages, failure to provide meal and rest breaks, inaccurate wage statements, waiting time penalties, failure to reimburse business expenses, and violation of the unfair competition law. On March 27, 2023, Plaintiff commenced another lawsuit in Alameda County Superior Court, Case No. 23CV030098, alleging a single cause of action against Defendants for violation of the PAGA (“PAGA Action”).
- 2.2 On May 23, 2023, Plaintiff filed a First Amended Complaint in the Action, incorporating Plaintiff’s claim under the PAGA. Thereafter, on July 10, 2023, Plaintiff dismissed the standalone PAGA Action without prejudice.
- 2.3 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged therein.
- 2.4 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA on January 6, 2023.
- 2.5 On January 18, 2024, the Parties participated in an all-day mediation presided over by Michael Young, Esq. of Judicate West, which resulted in a mediator’s proposal that was later accepted by the Parties.
- 2.6 Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff’s personnel documents, time, and wage records; a sampling of Class Members’ time and wage records; and exemplar arbitration agreements. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.7 The Court has not granted class certification in the Action.
- 2.8 The Parties, Class Counsel, and Defense Counsel represent that they have no existing conflicts with the Administrator or the Cy Pres Recipient.

### 3. MONETARY TERMS.

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by paragraph 8 below, YZER shall pay \$1,000,000.00 and no more as the Gross Settlement Amount and shall separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. YZER has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in paragraph 4.3 of this Agreement. None of the Gross Settlement Amount will revert to YZER.
- 3.2 **Payments from the Gross Settlement Amount.** The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.2.1 **To Plaintiff:** Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member), as approved by the Court. Defendants shall not oppose Plaintiff's request to the Court for a Class Representative Service Payment that does not exceed this amount. The failure of the Court to approve the full amount of the Class Representative Service Payment requested shall not impact the enforceability or validity of the remainder of this Agreement, which shall remain in full force and effect. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The Administrator shall pay the Class Representative Service Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.
- 3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than 33.3% of the Gross Settlement Amount, which is currently estimated to be \$333,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00, as approved by the Court. Defendants shall not oppose requests to the Court for these payments provided that the requests do not exceed these amounts. The failure of the Court to approve the full amount of the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment requested shall not impact the enforceability or validity of the remainder of this Agreement, which shall remain in full force and effect. As part of Plaintiff's motion for Final Approval, Plaintiff shall seek approval of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator shall allocate the remainder to the Net Settlement Amount.

Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator shall pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and shall indemnify Defendants, from any dispute or controversy regarding any division or sharing of the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment.

3.2.3 **To the Administrator:** An Administration Expenses Payment not to exceed \$15,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses in administering the Settlement are less than the Administration Expenses Payment or the Court approves payment less than the requested amount, the Administrator shall allocate the remainder to the Net Settlement Amount. If the Administrator's expenses in administering the Settlement exceed \$15,000.00, or the Court approves an Administration Expenses Payment of less than \$15,000.00 and the Administrator incurs expenses in administering the Settlement that are in excess of the Administration Expenses Payment approved by the Court, the Parties shall bear these additional costs of administration equally.

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

3.2.4.1 **Tax Allocation of Individual Class Payments.** 33.3% of each Participating Class Member's Individual Class Payment shall be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and the amount of the tax withholdings shall be calculated by the Administrator, subject to Defendant's review and approval, and reported on an IRS Form W-2. The remaining 66.7% of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for non-wage claims (e.g., interest and penalties) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to tax withholding and shall be reported on an IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on the Wage Portion of their Individual Class Payments and assume full responsibility and

liability for any taxes owed on the Non-Wage Portion of their Individual Class Payments. The Settlement Administrator shall rely upon all tax information reasonably available to and provided by Defendants to issue any IRS Form W-2 and/or IRS Form 1099 required by this Agreement. To the extent Defendants lack sufficient tax information concerning a Participating Class Member or Aggrieved Employee, the Settlement Administrator shall request that the affected Participating Class Member or Aggrieved Employee submit a completed IRS Form W-9 to the Settlement Administrator. If the affected Participating Class Member or Aggrieved Employee refuses or fails to complete or submit a Form W-9 to the Settlement Administrator, then the Settlement Administrator shall make appropriate withholdings from any Individual Class Payment(s) and/or Individual PAGA Payment(s) due to the affected Participating Class Member or Aggrieved Employee under this Agreement.

**3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments.** Non-Participating Class Members will not receive any Individual Class Payments. The Administrator shall allocate amounts equal to their Individual Class Payments to the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

**3.2.5 To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$35,000.00, with 75% (\$26,250.00) allocated to the LWDA PAGA Payment and 25% (\$8,750.00) allocated to the Individual PAGA Payments.

**3.2.5.1** The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$8,750.00) 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

**3.2.5.2** If the Court approves PAGA Penalties less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The Administrator shall report the Individual PAGA Payments on an IRS Form 1099.

#### 4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 **Class Workweeks and Aggrieved Employee Pay Periods.** As of the date of mediation, YZER estimates there are approximately 514 Class Members who collectively worked a total of approximately 24,000 Workweeks, and approximately 431 of Aggrieved Employees who worked a total of approximately 10,000 PAGA Pay Periods.
- 4.2 **Class Data.** Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants shall deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Class Data shall not be provided to Class Counsel. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, shall use the Class Data only for purposes of this Settlement and for no other purpose, and shall restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform their duties under this Agreement. Defendants shall have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted identifying information for any Class Member and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will use their best efforts, in good faith, to expeditiously reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 **Funding of Gross Settlement Amount.** YZER shall fully fund the Gross Settlement Amount, including the amounts necessary to pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, by transmitting the funds to the Administrator no later than 14 days after the Effective Date or October 9, 2024, whichever date is later. However, in no event shall YZER pay more than the Gross Settlement Amount and YZER's share of the payroll taxes owed on the Wage Portions of the Individual Class Payments.
- 4.4 **Payments from the Gross Settlement Amount.** Within 14 days after YZER transmits the Gross Settlement Amount to the Administrator, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Neither Participating Class Members nor Aggrieved Employees shall be required to submit any claim to the Administrator as a condition of receipt of an Individual Class Payment or Individual PAGA Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments or Individual PAGA Payments.

- 4.4.1 The Administrator shall issue checks for the Individual Class Payments and Individual PAGA Payments to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided, which date shall not be less than 180 days after the date of mailing (“Void Date”). The Administrator shall cancel all checks not cashed by the Void Date. The Administrator shall issue checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator shall issue checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update each Class Member’s and/or Aggrieved Employee’s mailing address using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all Participating Class Members and Aggrieved Employees whose checks are returned undelivered without a forwarding address. Within 7 days of receiving a returned check, the Administrator shall re-mail a check to any forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced upon request by the Participating Class Member and/or Aggrieved Employee prior to the Void Date.
- 4.4.3 For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds represented by such checks to the Cy Pres Recipient, which is a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b), in accordance with paragraphs 12.22 and 12.23. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Cy Pres Recipient.
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate YZER to confer any additional benefits or make any additional payments to Participating Class Members or Aggrieved

Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- 4.4.5 The Administrator shall hold back 10% of the Class Counsel Fees Payment in an interest-bearing account pending Class Counsel's submission and the Court's approval of a final compliance status report after disbursement of all payments required by this Agreement.

**5. RELEASES OF CLAIMS.** On the Effective Date, Plaintiff and Class Members shall release claims against all Released Parties as follows:

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

- 5.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

**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.**

- 5.2 **Release by Participating Class Members:** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, any and all claims involving any alleged failure to pay minimum wages and liquidated

damages; failure to pay overtime wages; failure to authorize and provide meal periods or compensation in lieu thereof; failure to authorize and provide rest periods or compensation in lieu thereof; inaccurate wage statements; failure to timely pay wages upon termination of employment; failure to reimburse business expenses; failure to comply with any provisions of the California Labor Code identified in Plaintiff's claim for civil penalties under PAGA; and violation of the Unfair Competition Law, California Business and Professions Code section 17200 et seq., during the Class Period. Participating Class Members only release these claims for the duration of the Class Period. Except as set forth in paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 **Release by ~~the LWDA~~ Aggrieved Employees:** Plaintiff, as the proxy and agent of ~~the LWDA and as the representative of all~~ Aggrieved Employees, on behalf of ~~the LWDA themselves and its~~ their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, ~~by the LWDA~~ based on the facts stated in ~~the Operative Complaint and the~~ PAGA Notice ~~and the amended PAGA Notice referenced in paragraph 5.4~~, including claims for any alleged failure to pay minimum wages and liquidated damages; failure to pay overtime wages; failure to authorize and provide meal periods or compensation in lieu thereof; failure to authorize and provide rest periods or compensation in lieu thereof; inaccurate wage statements; failure to timely pay wages upon termination of employment; failure to reimburse business expenses; failure to keep accurate records; failure to produce records; statutory wage violations; refusal to make payment; standard conditions of labor violations; unlawful deductions; sick leave violations; failure to provide supplemental paid sick leave; failure to pay vested vacation wages; unlawful agreements; and unlawful criminal history inquiries during the PAGA Period. ~~Plaintiff, as the proxy and agent of the LWDA and as the representative of all~~ Aggrieved Employees, only releases these claims ~~on behalf of the LWDA~~ for the duration of the PAGA Period.

5.4 **Amended PAGA Notice.** In order to effectuate the broadest release possible of any and all claims under PAGA, Class Counsel shall submit an amended PAGA Notice to the LWDA and shall file an amended pleading in the Action incorporating that amended PAGA Notice that incorporates—in addition to all claims alleged in the First Amended Complaint filed in the Action by Plaintiff on May 23, 2023—all PAGA claims alleged in the lawsuit against Defendants captioned *Marta Alicia Garcia Jacinto v. YZER, LLC, et al.*, pending in the Superior Court of California, County of Los Angeles, Case No. 23STCV17662.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current guidelines for Preliminary Approvals.
- 6.1 **Plaintiff’s Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice of, and memorandum in support of, the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; (iv) a signed declaration from Plaintiff; (v) a signed declaration from Class Counsel’s firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2))).
- 6.2 **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel agree to expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, the Parties shall meet, confer, and negotiate in good faith for a period of thirty (30) days following any order denying Preliminary Approval to modify the Agreement directly, or with the assistance of a mediator, to address any concerns identified by the Court. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph. If the Parties are unable to secure Preliminary Approval of this Agreement, as modified, after meeting and conferring in good faith, then this Agreement shall be

null and void and the Parties shall equally bear any expenses incurred by the Administrator in administering the Settlement up to that point.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1 **Selection of Administrator.** The Parties have jointly selected the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 **Notice to Class Members.**
  - 7.4.1 No later than three (3) business days after receipt of the 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.
  - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator shall send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice 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 Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
  - 7.4.3 Not later than 3 business days after the Administrator’s 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 the USPS. If the

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 Class Notice to Class Members whose Class Notice is returned as undelivered by the USPS a second time.

- 7.4.4 The deadlines for Class Members' written objections, challenges to any calculation of Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed. The Administrator shall inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Plaintiff, Defendants, 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 expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members and/or Aggrieved Employees. If the Parties agree, such persons shall be considered Class Members and/or Aggrieved Employees, entitled to the same rights as other Class Members and/or Aggrieved Employees, and the Administrator shall send, via email or overnight delivery, a Class Notice requiring them to object or submit a Request for Exclusion under this Agreement not later than 14 days after receipt of Class Notice, or the deadline contained in the Class Notice, whichever is later.

**7.5 Requests for Exclusion (Opt-Outs).**

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's first and last name and a general statement indicating that he or she requests exclusion from the Class and does not wish to participate in the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline, except as provided in paragraph 7.4.4 of this Agreement.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class

Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. If the Parties disagree as to the validity or authenticity of a Request for Exclusion, they shall confer in good faith to resolve the dispute. In the event that the Parties cannot reach agreement regarding the validity or authenticity of a Request for Exclusion, the Administrator shall decide the matter and the Administrator's determination shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release by Participating Class Members and release by Aggrieved Employees under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Settlement. Non-Participating Class Members who are Aggrieved Employees shall, notwithstanding any Request for Exclusion, release the claims identified in paragraph 5.3 of this Agreement and are eligible to receive an Individual PAGA Payment.

7.6 **Challenges to Calculation of Workweeks.** Each Class Member shall have 60 days after the Administrator mails Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail and, upon receipt of such a challenge, the Administrator shall request that the challenging Class Member submit supporting documentation. In the absence of any contrary documentation provided by the challenging Class Member, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. If the Parties disagree as to the allocation or calculation of Workweeks and/or PAGA Pay Periods regarding any Class Member, they shall confer in good faith to resolve the dispute. In the event that the Parties cannot reach agreement concerning the allocation or calculation of Workweeks and/or PAGA Pay Periods regarding any Class Member, the Administrator shall decide the matter and the Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the

Administrator's calculation of Workweeks and/or PAGA Pay Periods, and the Administrator's determination with respect to any such challenges, if applicable, to Defense Counsel and Class Counsel.

**7.7 Objections to Settlement.**

7.7.1 Only Participating Class Members may object to the Settlement and/or this Agreement. Non-Participating Class Members have no right to object to the Settlement.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. The Administrator shall promptly provide Class Counsel and Defense Counsel with copies of any objections it receives. Class Counsel shall file any objections received with the Court. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Alternatively, Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to present verbal objections to the Settlement at the Final Approval Hearing.

**7.8 Administrator Duties.** The Administrator has a duty to perform all tasks to be performed by the Administrator contained in this Agreement.

7.8.1 **Website, Email Address, and Toll-Free Number.** The Administrator shall establish and maintain and use an internet website to post the following information concerning the Settlement: the date, time, and location for the Final Approval Hearing; copies of the Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Final Approval Order, and Judgment. The Administrator shall also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 **Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator shall promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 business days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class

Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion received by the Administrator (whether valid or invalid).

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

7.8.3 **Administrator’s Declaration.** Not later than 14 days after the Response Deadline, the Administrator shall provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to the Administrator’s due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, monitoring and recording the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, monitoring and recording the total number of Requests for Exclusion from the Settlement it received (whether valid or invalid), and monitoring and recording the number of written objections. The Administrator shall attach the Exclusion List to its declaration. The Administrator shall 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) with the Court.

7.8.4 **Final Report by Administrator.** Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments issued pursuant to this Agreement. At least 15 days before any deadline set by the Court, the Administrator shall prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. The Administrator shall 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.

## **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.**

8.1 Based on its records, YZER estimates that, as of the date of mediation, there are (1) 514 Class Members and 24,000 total Workweeks during the Class Period; and (2)

431 Aggrieved Employees who worked 10,000 total PAGA Pay Periods during the PAGA Period.

8.2 The Gross Settlement Amount was agreed upon based on YZER's representations of the total number of Workweeks in the Class Period and total number of PAGA Pay Periods in the PAGA Period. If the number of Workweeks during the Class Period exceeds 24,000 by more than 10% (26,400 Workweeks), then YZER shall have the option to either (1) increase the Gross Settlement Amount on a pro rata basis per Workweek exceeding the 10% increase (i.e., if the number of Workweeks increases by 11%, the Gross Settlement Amount shall be increased by 1%); or (2) cap the number of Workweeks at 26,400 by limiting the end dates of the Class Period and PAGA Period to the date on which 26,400 Workweeks have been worked by the Class Members and/or Aggrieved Employees.

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion exceeds 3% of the total of all Class Members, YZER may, but is not obligated to, withdraw from the Settlement. The Parties agree that, if YZER withdraws, the Settlement shall be void *ab initio*, shall have no force or effect whatsoever, and no Party shall have any further obligation to perform under this Agreement, provided, however, YZER shall remain responsible for paying all expenses of the Administrator incurred up to the date of withdrawal. YZER shall notify Class Counsel and the Court of the exercise of its right to withdraw from the Settlement pursuant to this paragraph not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff shall file with the Court a motion for final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel as soon as practicable prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents with the Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), the Parties shall meet, confer, and negotiate in good faith for a period of thirty (30) days following any order denying Final Approval to modify the Agreement directly, or with the assistance of a mediator, to address any concerns identified by the Court. The Court's decision to award less than the amounts

requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph. If the Parties are unable to secure Final Approval of this Agreement, as modified, after meeting and conferring in good faith, then this Agreement shall be null and void and the Parties shall equally bear any expenses incurred by the Administrator in administering the Settlement up to that point.

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

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

10.5 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If any appellate court with jurisdiction over the Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing equally any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

**12. ADDITIONAL PROVISIONS.**

- 12.1 **Government Actions Affecting Settlement.** If any proceeding or action is commenced on or before a date that is one (1) year from the date the Court enters Preliminary Approval of the Settlement by any federal, state, or local government authority, including, without limitation, the U.S. Department of Labor or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, asserting any claims released by the Settlement, Plaintiff and Class Counsel shall not oppose Defendants arguments asserting that the governmental action is within the scope of the Settlement, the Action, and the Court's order granting Final Approval of the Settlement and entering the Judgment. Additionally, in the event any action is commenced by a governmental authority as stated herein, Defendants shall have the option to seek an order from the Court requesting that Individual Class Payments and Individual PAGA Payments to the Class Members and Aggrieved Employees, respectively, be immediately suspended pending the outcome of the suit or administrative proceeding brought by the governmental authority.
- 12.2 **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent possible consistent with applicable precedents and other law so as to render all provisions of this Agreement valid and enforceable. Should the Court deem any clause or provision of this Agreement to be invalid, illegal, or unenforceable, the Court shall first attempt to modify or reform the provision or clause as minimally necessary to be valid, lawful, and enforceable. Should the Court deem any clause or provision of this Agreement to be invalid, illegal, or unenforceable and its modification or reformation is not possible, then invalidation of any material provision of the Agreement shall invalidate the Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Agreement are to remain in full force and effect. A modification or reversal on appeal of any amount of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payment shall not be deemed to be an invalidation of a material provision of this Agreement. The Parties shall be equally responsible for any amount of the Administration Expenses Payment incurred by the Administrator as of the time the Agreement is invalidated.
- 12.3 **No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff

that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn, or modified by the Court in such a manner that prevents or prohibits Defendants from obtaining a complete resolution of the claims as described in this Agreement, any conditional class certification shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose whatsoever or with respect to any issue, substantive or procedural. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class in this Action for any reasons, and Defendants reserve all available defenses to the claims alleged in the Action, and Plaintiff reserves the right to move for class certification on any grounds available to her and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action shall have no bearing on, and shall not be admissible in connection with any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.4 **Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom shall be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication before the filing of the Motion for Preliminary Approval with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees shall not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.6 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all prior oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.7 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.
- 12.8 **Cooperation.** The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities, as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties shall seek the assistance of a mediator and/or the Court for resolution.
- 12.9 **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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by any Party to this Settlement.
- 12.10 **No Tax Advice.** Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement or the Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.11 **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.
- 12.12 **Agreement Binding on Successors.** This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.13 **Applicable Law.** All terms and conditions of this Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.14 **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against any

Party on the basis that the Party was the drafter or participated in the drafting of this Agreement.

- 12.15 **Confidentiality.** To the extent permitted by law, all agreements made in this Agreement and orders entered during the Action relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.16 **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to the Administrator by Defendants in connection with the Parties' mediation, other settlement negotiations, or in connection with the Settlement, shall only be used with respect to this Settlement, and for no other purpose, and shall not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Effective Date, the Administrator shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Effective Date, Defendants make a written request to the Administrator for the return, rather than the destruction, of Class Data.
- 12.17 **Headings.** The descriptive heading of any paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.18 **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.19 **Notice.** All notices, demands, or other communications between the Parties in connection with this Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email, addressed as follows:

**To Plaintiff:**

ZACHARY M. CROSNER, ESQ.  
[zach@crosnerlegal.com](mailto:zach@crosnerlegal.com)  
JAMIE SERB, ESQ.  
[jamie@crosnerlegal.com](mailto:jamie@crosnerlegal.com)  
MICHAEL JONES, ESQ.  
[Michael.jones@crosnerlegal.com](mailto:Michael.jones@crosnerlegal.com)  
CROSNER LEGAL, PC  
9440 Santa Monica Blvd. Suite 301  
Beverly Hills, CA 90210  
Tel: (866) 276-7637  
Fax: (310) 510-6429

**To Defendant YZER, LLC:**

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JAMES A. ECKHART  
jeckhart@scopelitis.com  
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.  
10 West Market St, Ste 1400  
Indianapolis, IN 46204

**To Defendant Peoplease, LLC:**

SPENCER W. WALDRON  
[swaldron@fisherphillips.com](mailto:swaldron@fisherphillips.com)  
RYAN W. JEBREIL  
[rjebreil@fisherphillips.com](mailto:rjebreil@fisherphillips.com)  
FISHER & PHILLIPS LLP  
2050 Main Street, Suite 1000  
Irvine, California 92614  
Telephone: (949) 851-2424  
Facsimile: (949) 851-0152

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- 12.20 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument. Any executed counterpart shall not be admissible in connection with any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.21 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation in the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement and pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for a period of time sufficient to effectuate all terms of this Agreement.
- 12.22 **Residual Funds.** For ninety (90) days after the Administrator mails the distributions of the Individual Class Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment contemplated by paragraphs 3 and 4, the Administrator may use any residual funds (e.g., from uncashed checks that would otherwise go to the Cy Pres Recipient) to resolve any disputes which may arise.
- 12.23 **Cy Pres Amount.** Within 180 days after the Administrator mails the initial distributions and, if necessary, the redistributions contemplated under paragraphs 3 and 4, the Administrator shall prepare and send to Defense Counsel and Class Counsel an accounting of all distributions from the Gross Settlement Amount that

identifies any checks issued but not cashed. Within seven (7) days of providing this accounting to Defense Counsel and Class Counsel, the Administrator shall issue a check to the Cy Pres Recipient comprised of the value of the uncashed checks, if any. Participating Class Members who do not cash their Individual Class Payment checks nevertheless remain bound by the Settlement, including the release of claims.

Dated: \_\_\_\_\_  
Plaintiff Maria Guadalupe Hernandez

Dated: \_\_\_\_\_  
Name: \_\_\_\_\_  
Defendant YZER, LLC

Dated: \_\_\_\_\_  
Name: \_\_\_\_\_  
Defendant Peoplease, LLC

Dated: \_\_\_\_\_  
**CROSNER LEGAL, PC**

Zachary Crosner, Esq.  
Jamie Serb, Esq.  
Michael Jones, Esq.  
Attorneys for Plaintiff and the Class

Dated: \_\_\_\_\_  
**SCOPELITIS GARVIN LIGHT HANSON & FEARY, P.C.**

Andrew J. Butcher  
Attorney for YZER, LLC

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Dated: \_\_\_\_\_

**FISHER & PHILLIPS LLP**

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Spencer W. Waldron  
Ryan W. Jebreil  
Attorneys for Peoplease, LLC

4895-8688-6565, v. 41

# **EXHIBIT**

**3**

## **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

*Maria Guadalupe Hernandez v. YZER, LLC, et al.*  
Alameda County Superior Court Case No. 23CV025345

**IF YOU ARE OR WERE employed by YZER, LLC (“YZER”) as a non-exempt employee in California or are or were issued wage statements by PEOPLEASE, LLC (“PEOPLEASE”) while employed by YZER as a non-exempt employee in California anytime between July 26, 2021 through April 17, 2024 YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.**

*A court approved this notice. This is not an advertisement.*

You are not being sued. However, your legal rights are affected whether you act or not.

**PLEASE READ THIS NOTICE.**

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>INCLUDE THE FOLLOWING:</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>DO NOTHING</b>                                       | If you do nothing, you will <u>automatically</u> receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>EXCLUDE YOURSELF<br/>(OPT-OUT OF THE SETTLEMENT)</b> | <p>If you exclude yourself from the Settlement, you will not receive a payment from the Settlement. This is the only option that allows you to file your own lawsuit against Defendants for claims released in this Settlement.</p> <p>However, if you exclude yourself and you are an “Aggrieved Employee” (i.e., are or were employed by YZER as a non-exempt employee in California anytime between January 6, 2022 through April 17, 2024 or are or were issued wage statements by PEOPLEASE while employed by YZER as a non-exempt employee in California anytime between January 6, 2022 through April 17, 2024) you will still receive a portion of the monies allocated to settle the claims under the Private Attorneys General Act of 2004 (“PAGA”). See below, at Section 4, for more information.</p> |
| <b>OBJECT</b>                                           | If you have not requested exclusion, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement. If the Court overrules your objection and approves the Settlement, you will receive a portion of the Settlement. See below, at Section 4, for more information.                                                                                                                                                                                                                                                                                                                                                                                                                          |

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## 1. *Why Should You Read This Notice?*

This Notice informs you of your rights to share in the Settlement and of the claims being released under the Settlement. You have received this Notice because YZER's records indicate that (1) you are or were employed by YZER in California as a non-exempt employee sometime between July 26, 2021 through April 17, 2024 (this time period is defined as the "Class Period"); and/or (2) while employed by YZER in California during the Class Period, you received a wage statement issued by PEOPLEASE. The Class is comprised of individuals who fit either of these descriptions. All individuals fitting this description are considered "Class Members."

If (1) you are or were employed by YZER in California as a non-exempt employee sometime between January 6, 2022 and April 17, 2024 (defined as the "PAGA Period"); and/or (2) while employed by YZER in California during the PAGA Period, you received a wage statement issued by PEOPLEASE, then you are also an "Aggrieved Employee" and will automatically receive a portion of the PAGA Payment made under this Settlement. All individuals who fit either of these descriptions are considered "Aggrieved Employees."

The Court preliminarily approved the Settlement on <<date>> in Department 23 in the Alameda County Superior Court, State of California. At this hearing, the Court determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable and ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on <<date>> at <<time>> a.m./p.m. in Department 23 of the Alameda County Superior Court, located at the Administration Building at 1221 Oak St, Oakland, California 94612. The Final Approval Hearing may be continued to another date without further notice.

### A. How Will I Know If The Court Changes The Date Or Location Of The Final Approval Hearing?

If the Court changes the date of the Final Approval Hearing, **you will not receive notice of the change.** It is strongly suggested that, prior to the scheduled Final Approval hearing, you: (1) contact the Settlement Administrator to find out if the Final Approval hearing is still scheduled for [Date] at [Time] a.m./p.m. in Department 23; (2) contact Class Counsel; or (3) check the Court's docket for this Class Action to see if the hearing is still scheduled on [Date] at [Time] a.m. in Department 23. You can also check the Settlement Administrator's website at [website address] for any updates to the date and time for the Final Approval Hearing.

To check the Court's docket, go to <https://www.alameda.courts.ca.gov/>. Under "Services," click on "View Case Records." Under "eCourt Public Portal," click on the blue "eCourt Public Portal" button. If you do not already have an account, you will need to create an account to access the Court's docket. Click on "Create an Account" and select "Public Users." Fill out your personal information, then click on the green "Create a new account" button at the bottom of the page.

After you have created an account, you can login to your account and access the eCourt Public Portal. Click on "Searches." Click on "Case Number Search." Type in "23CV025345" into the Case Number search bar, select "Civil Unlimited" from the Case Type drop down list, click on the box to indicate you are not a robot, then click the blue "Search" button. This case should appear in the search results as: "Hernandez vs YZER, LLC, a Florida Limited Liability Company, et al." Click on the case name to access the Court's docket, which lists all documents that were filed, all participants in the lawsuit, and any hearings scheduled in the case. This process is free. If you wish to download or view a document, the Court will charge a fee.

Alternatively, you can request any of these documents from Class Counsel and Class Counsel will provide them to you at no charge.

### **B. Can I Attend the Final Approval Hearing?**

You can attend the Final Approval Hearing scheduled for [Date] at [Time] a.m./p.m. in Department 23 of the Alameda Superior Court, located at the Rene C. Davidson Courthouse at 1225 Fallon St, Oakland, California 94612. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Settlement will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Please check the Court's website for the most current information. You can also contact Class Counsel if you have any questions about how to attend the hearing.

### **C. If I Do Not Go To The Final Approval Hearing, How Will I Know If The Court Granted Final Approval Of The Settlement And Entered Final Judgment?**

You may contact the Settlement Administrator or Class Counsel to find out if the Court granted Final Approval of the Settlement and entered Judgment. If you wish to obtain a copy of the Judgment, it will be posted on the Settlement Administrator's website at [website address] and is also available on the Court's docket. To check the Court's docket, please follow the steps detailed above in Section A on page 2.

## **2. *What Is this Case About?***

On January 9, 2023, Plaintiff Maria Guadalupe Hernandez filed a class action lawsuit in Alameda County Superior Court, case number 23CV025345. On March 27, 2023, Plaintiff Hernandez filed a representative lawsuit in Alameda County Superior Court, case number 23CV030098, alleging a single cause of action for violation of the Private Attorneys General Act ("PAGA"). On May 23, 2023, Plaintiff filed a First Amended Complaint in the class action lawsuit, adding the PAGA claim to the initial lawsuit. Thereafter, on July 10, 2023, Plaintiff dismissed the second lawsuit. On DATE, Plaintiff filed a Second Amended Complaint, alleging additional claims under PAGA.

The lawsuit alleges the following claims: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) violations of Labor Code section 226; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; (8) unfair completion; and (9) penalties for violation of the PAGA. The lawsuit seeks recovery of unpaid wages, restitution, damages, statutory penalties, civil penalties, interest, attorney's fees and costs.

Defendants YZER, LLC and PEOPLEASE, LLC (collectively, "Defendants") deny all allegations raised in the lawsuit and believe they have no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, common law, or equitable theory. The Court has not expressed any opinion as to the validity of the claims raised in these lawsuits and has not ruled on any of the causes of action prior to the Parties' agreement to settle.

The Parties reached a settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement (the "Settlement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Defendants have decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and

completely, the pending and potential claims. Defendants do not admit, concede, or imply that they have done anything wrong or legally actionable by settling this lawsuit.

### **3. *How Will Payments Be Made and How Much Can I Expect to Receive?***

YZER will pay a total sum of \$1,000,000.00 (“Gross Settlement Amount”). The following payments will be deducted from the Gross Settlement Amount: (1) the Class Representative Service Payment, in an amount estimated not to exceed \$10,000.00; (2) the Settlement Administrator’s costs and fees incurred to administer this settlement, in an amount estimated not to exceed \$15,000.00; (3) the PAGA Payment of \$35,000.00 (75% or \$26,250.00 of which will be sent to the California Labor and Workforce Development Agency (“LWDA”) and 25% or \$8,750.00 of which will be distributed proportionately to Aggrieved Employees); (4) attorney’s fees, in an amount not to exceed \$333,333.33 (33.3% of the Gross Settlement Amount); and (5) litigation costs, in an amount not to exceed \$20,000.00. All of these payments are subject to Court approval and the Court has the discretion to award less than the amounts listed above. YZER’s portion of payroll taxes as the Class Members’ current or former employer will be paid by YZER separately from and in addition to the Gross Settlement Amount.

#### **A. When Will Payments Be Made?**

The settlement will be funded by YZER no later than 14 days after the Effective Date<sup>1</sup> or October 9, 2024, whichever date is later. The Settlement Administrator will disburse all payments under the Settlement within fourteen (14) days after receipt of all funds due under the Settlement.

#### **B. How Are Payments to Class Members Calculated?**

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not requested exclusion from the Settlement. Each Class Member’s proportionate share of the Net Settlement Amount will be calculated as follows: (a) dividing the Net

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<sup>1</sup> “Effective Date” is defined in the Parties’ Settlement as: “the date when all of the following events have occurred: (a) this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given Preliminary Approval of the Agreement; (c) notice has been given to the Class Members providing them with an opportunity to opt-out of the Settlement; (d) the Court has held a Final Approval Hearing and entered a Final Approval Order and judgment approving this Agreement from which no appeal can be taken; and (e) in the event there are written objections filed prior to the Final Approval Hearing that are not later withdrawn, the later of the following events: (i) when the period for filing any appeal, writ, or other appellate proceeding opposing the Agreement and Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (ii) when any appeal, writ, or other appellate proceeding opposing the Agreement and Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) when any appeal, writ, or other appellate proceeding has upheld the Court’s Final Approval Order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Agreement and Settlement shall not become effective until the Court’s order approving the Agreement and Settlement is completely final and there is no further recourse for an appellant or objector who seeks to contest the Agreement and Settlement. If no objections are filed, the Effective Date shall be after steps (a) through (d) have been completed.”

Settlement Amount by the total number of workweeks worked by all Class Members who did not seek exclusion during the Class Period and (b) multiplying the result by each Class Member's workweeks.

### **C. How Are Payments to PAGA Members Calculated?**

Each Aggrieved Employee will receive a proportionate share of the \$8,750.00 PAGA Payment earmarked for distribution to Aggrieved Employees. This payment will be calculated by dividing the number of pay periods an individual Aggrieved Employee worked for YZER in California during the PAGA Period, by the total number of pay periods by all Aggrieved Employees during the PAGA Period and multiplied by \$8,750.00. The number of pay periods by all Aggrieved Employees will be derived from YZER's records.

### **D. What Is My Estimated Payment?**

Although your exact individual settlement payment cannot be precisely calculated until after the time during which Class Members may request to exclude themselves from the Settlement concludes, based upon the calculations above, your estimated individual settlement payments are as follows:

YZER's records indicate that you were employed approximately [REDACTED] workweeks between July 26, 2021 through April 17, 2024. Based on these records, your total estimated payment as a Class Member would be \$ [REDACTED], less applicable taxes. YZER's records indicate that you were employed approximately [REDACTED] pay periods between January 6, 2022 through April 17, 2024. Based on these records, your total estimated payment as an Aggrieved Employee would be \$ [REDACTED].

### **E. My Work Week Count Is Incorrect. How Do I Dispute It?**

If you think the number of weeks or pay periods you worked during the Class Period or PAGA Period are incorrect, you may contact the Settlement Administrator to dispute your workweek allotment and provide any documentation supporting your dispute. This documentation must be returned by mail to the Settlement Administrator and postmarked on or before the [Response Deadline]. The postmark date will be the exclusive means to determine whether a dispute was submitted on time.

The Settlement Administrator will investigate your dispute, request additional information from YZER, and make a final decision as to the number of eligible workweeks and pay periods that should be used to determine your individual settlement payment. Absent evidence demonstrating YZER's records are incorrect, YZER's records will be presumed correct.

### **F. How Will My Settlement Payment Be Taxed?**

33.3% of each individual settlement payment will be allocated as wages and 66.7% will be allocated as non-wages for penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to non-wages will be reported on an IRS Form 1099 by the Settlement Administrator. No tax withholding shall be made on the non-wages portion of the individual settlement payment. The Settlement Administrator will issue the checks and IRS Forms to each Class Member.

### **G. What Happens If I Do Not Cash My Settlement Check?**

Any checks issued by the Settlement Administrator must be cashed or deposited within 180 calendar days. After 180 calendar days from the date of mailing, the checks shall become null and void, cancelled, and the uncashed

funds shall be donated to the United Way.

#### H. Moving? Update Your Address With The Settlement Administrator.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

#### 4. *What Are My Rights? How Will My Rights Be Affected?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are explained below.

***Important Note:*** *Defendants will not retaliate against you in any way for either participating or not participating in this Settlement. California law protects Class Members from retaliation based on their decision to participate in a class action settlement.*

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING:</b>                    | If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and <b>automatically</b> receive an individual settlement payment. You will be bound to the release of the Released Claims as defined in the Settlement and the Judgment. You will also give up your right to pursue the Released Claims as defined below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>REQUEST EXCLUSION (“OPT OUT”):</b> | <p>If you do <b>not</b> want to take part in the Settlement, you must fax, email, or mail a written request for exclusion to the Settlement Administrator.</p> <p>The written request for exclusion must include your full name and a statement indicating that you wish to exclude yourself from the Class and that you do not want to participate in the Settlement.</p> <p><b>The Request for Exclusion must be timely faxed, emailed, or postmarked on or before [the Response Deadline].</b> The postmark, fax receipt, or email date will be the exclusive means to determine whether the request for exclusion was submitted on time.</p> <p>Following Final Approval of the Settlement, the Court will enter Judgment. The Judgment will bind all Class Members who do not request exclusion from the Settlement on time. If you request exclusion from the Settlement, you retain your rights to sue the Released Parties for the Released Claims and will not receive an individual settlement payment. <b>However, if you request exclusion from the Settlement and are also an Aggrieved Employee, you will still receive your proportionate payment of the PAGA Payment and will still release the Defendants from any PAGA claims that were alleged in the lawsuit.</b></p> |
| <b>OBJECT:</b>                        | <p>If you have not requested exclusion from (i.e. opted out of) the Settlement, you may object to the Settlement, personally or through an attorney, by faxing, emailing, or mailing your written objection to the Settlement Administrator at <b>[Settlement Administrator’s address]</b>.</p> <p>The written objection should state your full name and a statement that you object to the Settlement, including any facts or arguments in support of the objection. The Settlement Administrator will provide your objection to Class Counsel, who will file it with the Court. The Court will rule on your objection at the Final Approval Hearing.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>You may appear (but are not required to appear) at the Final Approval Hearing, in person or through an attorney. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. If counsel will be representing you, the parties request that you provide your counsel's name, address, telephone, and bar number with your statement objecting to the Settlement.</p> <p><b>The written objection must be postmarked, faxed, or emailed before [the Response Deadline].</b> The postmark, fax receipt, or email date will be the exclusive means to determine whether the written objection was submitted on time. If the Court rejects or overrules your objection, you will receive your individual settlement payment and be bound by the terms of the Settlement.</p> |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **Effect of the Settlement on Your Rights:**

### **A. Class Released Claims**

The Judgment entered by the Court upon Final Approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiff and all Class Members who have not expressly requested to be excluded from the Settlement. Upon YZER's funding of the Gross Settlement Amount, all Class Members who do not request to be excluded from the Settlement will release the Released Parties<sup>2</sup> from the following Released Claims for the Class Period:

"All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, any and all claims involving any alleged failure to pay minimum wages and liquidated damages; failure to pay overtime wages; failure to authorize and provide meal periods or compensation in lieu thereof; failure to authorize and provide rest periods or compensation in lieu thereof; inaccurate wage statements; failure to timely pay wages upon termination of employment; failure to reimburse business expenses; failure to comply with any provisions of the California Labor Code identified in Plaintiff's claim for civil penalties under PAGA; and violation of the Unfair Competition Law, California Business and Professions Code section 17200 et seq., during the Class Period. Participating Class Members only release these claims for the duration of the Class Period. Except as set forth in paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period."

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<sup>2</sup> "Released Parties" is defined in the Parties' Settlement as: "(a) Defendants and (b) their past, present, and/or future parent, subsidiary, affiliated, or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), including each related company, corporation, and/or partnership (defined as a company, corporation, and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), and (c) each of the previously listed persons' and entities' respective past, present, and future agents, contractors, employees, servants, officers, directors, principals, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors, divisions, assigns, predecessors, successors, insurers, and consultants."

## **B. PAGA Released Claims**

The Judgment entered by the Court upon Final Approval of the Settlement shall also have *res judicata* effect and be final and binding upon Plaintiff, Aggrieved Employees, and the California Labor and Workforce Development Agency. If you are an Aggrieved Employee, this Settlement will release the following PAGA Claims, regardless of whether or not you requested exclusion from the Settlement, upon YZER's funding of the Gross Settlement Amount:

"Plaintiff, as a proxy and agent of the California Labor and Workforce Development Agency ("LWDA") and as a representative of all Aggrieved Employees, on behalf of the LWDA and its respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice and the amended PAGA Notice, including claims for any alleged failure to pay minimum wages and liquidated damages; failure to pay overtime wages; failure to authorize and provide meal periods or compensation in lieu thereof; failure to authorize and provide rest periods or compensation in lieu thereof; inaccurate wage statements; failure to timely pay wages upon termination of employment; failure to reimburse business expenses; failure to keep accurate records; failure to produce records; statutory wage violations; refusal to make payment; standard conditions of labor violations; unlawful deductions; sick leave violations; failure to provide supplemental paid sick leave; failure to pay vested vacation wages; unlawful agreements; and unlawful criminal history inquiries during the PAGA Period. Plaintiff, as a proxy and agent of the LWDA and as the representative of all Aggrieved Employees only releases these claims on behalf of the LWDA for the duration of the PAGA Period."

### **5. *Who Are the Attorneys Representing the Parties?***

#### **Class Counsel / Plaintiff's Counsel:**

Jamie Serb, Esq.  
Zachary Crosner, Esq.  
Michael Jones, Esq.  
**CROSNER LEGAL, PC**  
9440 Santa Monica Blvd., Ste. 301  
Beverly Hills, CA 90210  
Tel.: (866) 276-7697

#### **YZER's Counsel:**

James A. Eckhart  
**SCOPELITIS, GARVIN, LIGHT, HANSON  
& FEARY, P.C.**  
**317-492-9306**  
10 West Market St, Ste 1400  
Indianapolis, IN 46204

#### **PEOPLEASE's Counsel:**

Spencer W. Waldron  
Ryan W. Jebreil  
**FISHER & PHILLIPS LLP**  
2050 Main Street, Suite 1000  
Irvine, California 92614  
Telephone: (949) 851-2424  
Facsimile: (949) 851-0152

You do not need to hire your own attorney because Class Counsel are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

**6.     *How Do I Obtain More Information?***

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you can request copies of documents filed with the Court, free of charge, from Class Counsel or the Settlement Administrator.

The pleadings and other records in this litigation may also be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may call Class Counsel at the information listed above or contact the Settlement Administrator at [phone number].

**PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**

# **EXHIBIT**

**4**

## **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

*Maria Guadalupe Hernandez v. YZER, LLC, et al.*  
Alameda County Superior Court Case No. 23CV025345

**IF YOU ARE OR WERE employed by YZER, LLC (“YZER”) as a non-exempt employee in California or are or were issued wage statements by PEOPLEASE, LLC (“PEOPLEASE”) while employed by YZER as a non-exempt employee in California anytime between July 26, 2021 through April 17, 2024 YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.**

*A court approved this notice. This is not an advertisement.*

You are not being sued. However, your legal rights are affected whether you act or not.

**PLEASE READ THIS NOTICE.**

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>INCLUDE THE FOLLOWING:</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>DO NOTHING</b>                                       | If you do nothing, you will <u>automatically</u> receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>EXCLUDE YOURSELF<br/>(OPT-OUT OF THE SETTLEMENT)</b> | <p>If you exclude yourself from the Settlement, you will not receive a payment from the Settlement. This is the only option that allows you to file your own lawsuit against Defendants for claims released in this Settlement.</p> <p>However, if you exclude yourself and you are an “Aggrieved Employee” (i.e., are or were employed by YZER as a non-exempt employee in California anytime between January 6, 2022 through April 17, 2024 or are or were issued wage statements by PEOPLEASE while employed by YZER as a non-exempt employee in California anytime between January 6, 2022 through April 17, 2024) you will still receive a portion of the monies allocated to settle the claims under the Private Attorneys General Act of 2004 (“PAGA”). See below, at Section 4, for more information.</p> |
| <b>OBJECT</b>                                           | If you have not requested exclusion, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement. If the Court overrules your objection and approves the Settlement, you will receive a portion of the Settlement. See below, at Section 4, for more information.                                                                                                                                                                                                                                                                                                                                                                                                                          |

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## 1. *Why Should You Read This Notice?*

This Notice informs you of your rights to share in the Settlement and of the claims being released under the Settlement. You have received this Notice because YZER's records indicate that (1) you are or were employed by YZER in California as a non-exempt employee sometime between July 26, 2021 through April 17, 2024 (this time period is defined as the "Class Period"); and/or (2) while employed by YZER in California during the Class Period, you received a wage statement issued by PEOPLEASE. The Class is comprised of individuals who fit either of these descriptions. All individuals fitting this description are considered "Class Members."

If (1) you are or were employed by YZER in California as a non-exempt employee sometime between January 6, 2022 and April 17, 2024 (defined as the "PAGA Period"); and/or (2) while employed by YZER in California during the PAGA Period, you received a wage statement issued by PEOPLEASE, then you are also an "Aggrieved Employee" and will automatically receive a portion of the PAGA Payment made under this Settlement. All individuals who fit either of these descriptions are considered "Aggrieved Employees."

The Court preliminarily approved the Settlement on <<date>> in Department 23 in the Alameda County Superior Court, State of California. At this hearing, the Court determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable and ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on <<date>> at <<time>> a.m./p.m. in Department 23 of the Alameda County Superior Court, located at the Rene C. Davidson Courthouse Administration Building at 12215 Fallen Oak St, Oakland, California 94612. The Final Approval Hearing may be continued to another date without further notice.

### A. How Will I Know If The Court Changes The Date Or Location Of The Final Approval Hearing?

If the Court changes the date of the Final Approval Hearing, **you will not receive notice of the change**. It is strongly suggested that, prior to the scheduled Final Approval hearing, you: (1) contact the Settlement Administrator to find out if the Final Approval hearing is still scheduled for [Date] at [Time] a.m./p.m. in Department 23; (2) contact Class Counsel; or (3) check the Court's docket for this Class Action to see if the hearing is still scheduled on [Date] at [Time] a.m. in Department 23. You can also check the Settlement Administrator's website at [website address] for any updates to the date and time for the Final Approval Hearing.

To check the Court's docket, go to <https://www.alameda.courts.ca.gov/>. Under "Services," click on "View Case Records." Under "eCourt Public Portal," click on the blue "eCourt Public Portal" button. If you do not already have an account, you will need to create an account to access the Court's docket. Click on "Create an Account" and select "Public Users." Fill out your personal information, then click on the green "Create a new account" button at the bottom of the page.

After you have created an account, you can login to your account and access the eCourt Public Portal. Click on "Searches." Click on "Case Number Search." Type in "23CV025345" into the Case Number search bar, select "Civil Unlimited" from the Case Type drop down list, click on the box to indicate you are not a robot, then click the blue "Search" button. This case should appear in the search results as: "Hernandez vs YZER, LLC, a Florida Limited Liability Company, et al." Click on the case name to access the Court's docket, which lists all documents that were filed, all participants in the lawsuit, and any hearings scheduled in the case. This process is free. If you wish to download or view a document, the Court will charge a fee.

Alternatively, you can request any of these documents from Class Counsel and Class Counsel will provide them to you at no charge.

### **B. Can I Attend the Final Approval Hearing?**

You can attend the Final Approval Hearing scheduled for [Date] at [Time] a.m./p.m. in Department 23 of the Alameda Superior Court, located at the Rene C. Davidson Courthouse at 1225 Fallon St, Oakland, California 94612. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Settlement will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Please check the Court's website for the most current information. You can also contact Class Counsel if you have any questions about how to attend the hearing.

### **C. If I Do Not Go To The Final Approval Hearing, How Will I Know If The Court Granted Final Approval Of The Settlement And Entered Final Judgment?**

You may contact the Settlement Administrator or Class Counsel to find out if the Court granted Final Approval of the Settlement and entered Judgment. If you wish to obtain a copy of the Judgment, it will be posted on the Settlement Administrator's website at [website address] and is also available on the Court's docket. To check the Court's docket, please follow the steps detailed above in Section A on page 2.

## **2. *What Is this Case About?***

On January 9, 2023, Plaintiff Maria Guadalupe Hernandez filed a class action lawsuit in Alameda County Superior Court, case number 23CV025345. On March 27, 2023, Plaintiff Hernandez filed a representative lawsuit in Alameda County Superior Court, case number 23CV030098, alleging a single cause of action for violation of the Private Attorneys General Act ("PAGA"). On May 23, 2023, Plaintiff filed a First Amended Complaint in the class action lawsuit, adding the PAGA claim to the initial lawsuit. Thereafter, on July 10, 2023, Plaintiff dismissed the second lawsuit. On DATE, Plaintiff filed a Second Amended Complaint, alleging additional claims under PAGA.

The lawsuit alleges the following claims: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) violations of Labor Code section 226; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; (8) unfair completion; and (9) penalties for violation of the PAGA. The lawsuit seeks recovery of unpaid wages, restitution, damages, statutory penalties, civil penalties, interest, attorney's fees and costs.

Defendants YZER, LLC and PEOPLEASE, LLC (collectively, "Defendants") deny all allegations raised in the lawsuit and believe they have no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, common law, or equitable theory. The Court has not expressed any opinion as to the validity of the claims raised in these lawsuits and has not ruled on any of the causes of action prior to the Parties' agreement to settle.

The Parties reached a settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement (the "Settlement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Defendants have decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and

completely, the pending and potential claims. Defendants do not admit, concede, or imply that they have done anything wrong or legally actionable by settling this lawsuit.

### **3. *How Will Payments Be Made and How Much Can I Expect to Receive?***

YZER will pay a total sum of \$1,000,000.00 (“Gross Settlement Amount”). The following payments will be deducted from the Gross Settlement Amount: (1) the Class Representative Service Payment, in an amount estimated not to exceed \$10,000.00; (2) the Settlement Administrator’s costs and fees incurred to administer this settlement, in an amount estimated not to exceed \$15,000.00; (3) the PAGA Payment of \$35,000.00 (75% or \$26,250.00 of which will be sent to the California Labor and Workforce Development Agency (“LWDA”) and 25% or \$8,750.00 of which will be distributed proportionately to Aggrieved Employees); (4) attorney’s fees, in an amount not to exceed \$333,333.33 (33.3% of the Gross Settlement Amount); and (5) litigation costs, in an amount not to exceed \$20,000.00. All of these payments are subject to Court approval and the Court has the discretion to award less than the amounts listed above. YZER’s portion of payroll taxes as the Class Members’ current or former employer will be paid by YZER separately from and in addition to the Gross Settlement Amount.

#### **A. When Will Payments Be Made?**

The settlement will be funded by YZER no later than 14 days after the Effective Date<sup>1</sup> or October 9, 2024, whichever date is later. The Settlement Administrator will disburse all payments under the Settlement within fourteen (14) days after receipt of all funds due under the Settlement.

#### **B. How Are Payments to Class Members Calculated?**

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not requested exclusion from the Settlement. Each Class Member’s proportionate share of the Net Settlement Amount will be calculated as follows: (a) dividing the Net

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<sup>1</sup> “Effective Date” is defined in the Parties’ Settlement as: “the date when all of the following events have occurred: (a) this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given Preliminary Approval of the Agreement; (c) notice has been given to the Class Members providing them with an opportunity to opt-out of the Settlement; (d) the Court has held a Final Approval Hearing and entered a Final Approval Order and judgment approving this Agreement from which no appeal can be taken; and (e) in the event there are written objections filed prior to the Final Approval Hearing that are not later withdrawn, the later of the following events: (i) when the period for filing any appeal, writ, or other appellate proceeding opposing the Agreement and Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (ii) when any appeal, writ, or other appellate proceeding opposing the Agreement and Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) when any appeal, writ, or other appellate proceeding has upheld the Court’s Final Approval Order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Agreement and Settlement shall not become effective until the Court’s order approving the Agreement and Settlement is completely final and there is no further recourse for an appellant or objector who seeks to contest the Agreement and Settlement. If no objections are filed, the Effective Date shall be after steps (a) through (d) have been completed.”

Settlement Amount by the total number of workweeks worked by all Class Members who did not seek exclusion during the Class Period and (b) multiplying the result by each Class Member's workweeks.

### **C. How Are Payments to PAGA Members Calculated?**

Each Aggrieved Employee will receive a proportionate share of the \$8,750.00 PAGA Payment earmarked for distribution to Aggrieved Employees. This payment will be calculated by dividing the number of pay periods an individual Aggrieved Employee worked for YZER in California during the PAGA Period, by the total number of pay periods by all Aggrieved Employees during the PAGA Period and multiplied by \$8,750.00. The number of pay periods by all Aggrieved Employees will be derived from YZER's records.

### **D. What Is My Estimated Payment?**

Although your exact individual settlement payment cannot be precisely calculated until after the time during which Class Members may request to exclude themselves from the Settlement concludes, based upon the calculations above, your estimated individual settlement payments are as follows:

YZER's records indicate that you were employed approximately [REDACTED] workweeks between July 26, 2021 through April 17, 2024. Based on these records, your total estimated payment as a Class Member would be \$ [REDACTED], less applicable taxes. YZER's records indicate that you were employed approximately [REDACTED] pay periods between January 6, 2022 through April 17, 2024. Based on these records, your total estimated payment as an Aggrieved Employee would be \$ [REDACTED].

### **E. My Work Week Count Is Incorrect. How Do I Dispute It?**

If you think the number of weeks or pay periods you worked during the Class Period or PAGA Period are incorrect, you may contact the Settlement Administrator to dispute your workweek allotment and provide any documentation supporting your dispute. This documentation must be returned by mail to the Settlement Administrator and postmarked on or before the [Response Deadline]. The postmark date will be the exclusive means to determine whether a dispute was submitted on time.

The Settlement Administrator will investigate your dispute, request additional information from YZER, and make a final decision as to the number of eligible workweeks and pay periods that should be used to determine your individual settlement payment. Absent evidence demonstrating YZER's records are incorrect, YZER's records will be presumed correct.

### **F. How Will My Settlement Payment Be Taxed?**

33.3% of each individual settlement payment will be allocated as wages and 66.7% will be allocated as non-wages for penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to non-wages will be reported on an IRS Form 1099 by the Settlement Administrator. No tax withholding shall be made on the non-wages portion of the individual settlement payment. The Settlement Administrator will issue the checks and IRS Forms to each Class Member.

### **G. What Happens If I Do Not Cash My Settlement Check?**

Any checks issued by the Settlement Administrator must be cashed or deposited within 180 calendar days. After 180 calendar days from the date of mailing, the checks shall become null and void, cancelled, and the uncashed

funds shall be donated to the United Way.

#### H. Moving? Update Your Address With The Settlement Administrator.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

#### 4. *What Are My Rights? How Will My Rights Be Affected?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are explained below.

***Important Note:*** *Defendants will not retaliate against you in any way for either participating or not participating in this Settlement. California law protects Class Members from retaliation based on their decision to participate in a class action settlement.*

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING:</b>                    | If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and <b>automatically</b> receive an individual settlement payment. You will be bound to the release of the Released Claims as defined in the Settlement and the Judgment. You will also give up your right to pursue the Released Claims as defined below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>REQUEST EXCLUSION (“OPT OUT”):</b> | <p>If you do <b>not</b> want to take part in the Settlement, you must fax, email, or mail a written request for exclusion to the Settlement Administrator.</p> <p>The written request for exclusion must include your full name and a statement indicating that you wish to exclude yourself from the Class and that you do not want to participate in the Settlement.</p> <p><b>The Request for Exclusion must be timely faxed, emailed, or postmarked on or before [the Response Deadline].</b> The postmark, fax receipt, or email date will be the exclusive means to determine whether the request for exclusion was submitted on time.</p> <p>Following Final Approval of the Settlement, the Court will enter Judgment. The Judgment will bind all Class Members who do not request exclusion from the Settlement on time. If you request exclusion from the Settlement, you retain your rights to sue the Released Parties for the Released Claims and will not receive an individual settlement payment. <b>However, if you request exclusion from the Settlement and are also an Aggrieved Employee, you will still receive your proportionate payment of the PAGA Payment and will still release the Defendants from any PAGA claims that were alleged in the lawsuit.</b></p> |
| <b>OBJECT:</b>                        | <p>If you have not requested exclusion from (i.e. opted out of) the Settlement, you may object to the Settlement, personally or through an attorney, by faxing, emailing, or mailing your written objection to the Settlement Administrator at <b>[Settlement Administrator’s address]</b>.</p> <p>The written objection should state your full name and a statement that you object to the Settlement, including any facts or arguments in support of the objection. The Settlement Administrator will provide your objection to Class Counsel, who will file it with the Court. The Court will rule on your objection at the Final Approval Hearing.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>You may appear (but are not required to appear) at the Final Approval Hearing, in person or through an attorney. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. If counsel will be representing you, the parties request that you provide your counsel's name, address, telephone, and bar number with your statement objecting to the Settlement.</p> <p><b>The written objection must be postmarked, faxed, or emailed before [the Response Deadline].</b> The postmark, fax receipt, or email date will be the exclusive means to determine whether the written objection was submitted on time. If the Court rejects or overrules your objection, you will receive your individual settlement payment and be bound by the terms of the Settlement.</p> |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **Effect of the Settlement on Your Rights:**

### **A. Class Released Claims**

The Judgment entered by the Court upon Final Approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiff and all Class Members who have not expressly requested to be excluded from the Settlement. Upon YZER's funding of the Gross Settlement Amount, all Class Members who do not request to be excluded from the Settlement will release the Released Parties<sup>2</sup> from the following Released Claims for the Class Period:

"All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, any and all claims involving any alleged failure to pay minimum wages and liquidated damages; failure to pay overtime wages; failure to authorize and provide meal periods or compensation in lieu thereof; failure to authorize and provide rest periods or compensation in lieu thereof; inaccurate wage statements; failure to timely pay wages upon termination of employment; failure to reimburse business expenses; failure to comply with any provisions of the California Labor Code identified in Plaintiff's claim for civil penalties under PAGA; and violation of the Unfair Competition Law, California Business and Professions Code section 17200 et seq., during the Class Period. Participating Class Members only release these claims for the duration of the Class Period. Except as set forth in paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period."

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<sup>2</sup> "Released Parties" is defined in the Parties' Settlement as: "(a) Defendants and (b) their past, present, and/or future parent, subsidiary, affiliated, or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), including each related company, corporation, and/or partnership (defined as a company, corporation, and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), and (c) each of the previously listed persons' and entities' respective past, present, and future agents, contractors, employees, servants, officers, directors, principals, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors, divisions, assigns, predecessors, successors, insurers, and consultants."

## **B. PAGA Released Claims**

The Judgment entered by the Court upon Final Approval of the Settlement shall also have *res judicata* effect and be final and binding upon Plaintiff, Aggrieved Employees, and the California Labor and Workforce Development Agency. If you are an Aggrieved Employee, this Settlement will release the following PAGA Claims, regardless of whether or not you requested exclusion from the Settlement, upon YZER's funding of the Gross Settlement Amount:

"All Aggrieved Employees, Plaintiff, as a proxy and agent of the California Labor and Workforce Development Agency ("LWDA") and as a representative of all Aggrieved Employees, on behalf of themselves the LWDA and their-its respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice and the amended PAGA Notice, including claims for any alleged failure to pay minimum wages and liquidated damages; failure to pay overtime wages; failure to authorize and provide meal periods or compensation in lieu thereof; failure to authorize and provide rest periods or compensation in lieu thereof; inaccurate wage statements; failure to timely pay wages upon termination of employment; failure to reimburse business expenses; failure to keep accurate records; failure to produce records; statutory wage violations; refusal to make payment; standard conditions of labor violations; unlawful deductions; sick leave violations; failure to provide supplemental paid sick leave; failure to pay vested vacation wages; unlawful agreements; and unlawful criminal history inquiries during the PAGA Period. Plaintiff, as a proxy and agent of the LWDA and as the representative of all Aggrieved Employees only releases these claims on behalf of the LWDA for the duration of the PAGA Period."

### **5. *Who Are the Attorneys Representing the Parties?***

#### **Class Counsel / Plaintiff's Counsel:**

Jamie Serb, Esq.  
Zachary Crosner, Esq.  
Michael Jones, Esq.  
**CROSNER LEGAL, PC**  
9440 Santa Monica Blvd., Ste. 301  
Beverly Hills, CA 90210  
Tel.: (866) 276-7697

#### **YZER's Counsel:**

James A. Eckhart  
**SCOPELITIS, GARVIN, LIGHT, HANSON  
& FEARY, P.C.**  
**317-492-9306**  
10 West Market St, Ste 1400  
Indianapolis, IN 46204

#### **PEOPLEASE's Counsel:**

Spencer W. Waldron  
Ryan W. Jebreil  
**FISHER & PHILLIPS LLP**  
2050 Main Street, Suite 1000  
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Telephone: (949) 851-2424  
Facsimile: (949) 851-0152

You do not need to hire your own attorney because Class Counsel are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

**6. *How Do I Obtain More Information?***

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you can request copies of documents filed with the Court, free of charge, from Class Counsel or the Settlement Administrator.

The pleadings and other records in this litigation may also be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may call Class Counsel at the information listed above or contact the Settlement Administrator at [phone number].

**PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**

# **EXHIBIT**

**5**