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2 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

3 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,”  
4 “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Jessica  
5 Fernandez (“Plaintiff”), individually, on behalf of all others similarly situated, and on behalf of the State  
6 of California with respect to PAGA Employees pursuant to the Private Attorneys General Act, and  
7 Defendants Suddath Relocation Systems of Northern California, Inc. and Suddath Van Lines, Inc.  
8 (collectively, “Defendants”) (collectively, Plaintiff and Defendants are referred to as the “Parties” and  
9 individually they are referred to as “Party”).

10 This Joint Stipulation of Class Action and PAGA Settlement and Release shall be binding on  
11 Plaintiff, Settlement Class Members (as defined herein), the State of California with respect to PAGA  
12 Employees (as defined herein) and on Defendants, subject to the terms and conditions hereof and the  
13 approval of the Court.

14 **RECITALS**

15 1. On June 20, 2023, Plaintiff provided notice by electronic upload to the Labor and  
16 Workforce Development Agency and written notice by certified mail to Defendants of her intent to pursue  
17 civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) for Defendants’ alleged  
18 violations of the California Labor Code (“PAGA Notice”). On August 25, 2023, Plaintiff filed a Class  
19 Action Complaint for Damages (the “Class Complaint”), thereby commencing a putative class action  
20 entitled *Jessica Fernandez v. Suddath Relocation Systems of Northern California, Inc., et al.*, in the  
21 Superior Court of California for the County of Santa Clara, Case No. 23CV421591 (the “Class Action”)  
22 against Defendants for alleged violations of the California Labor Code. Also on August 25, 2023, Plaintiff  
23 filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code §  
24 2698, *Et Seq.*, (the “PAGA Complaint” and with the Class Complaint as the “Complaints”), thereby  
25 commencing a representative action entitled *Jessica Fernandez v. Suddath Relocation Systems of Northern*  
26 *California, Inc., et al.*, in the Superior Court of California for the County of Santa Clara, Case No.  
27 23CV421589 (the “PAGA Action” and with the Class Action as the “Actions”) against Defendants  
28 seeking penalties pursuant to the California Private Attorneys General Act (“PAGA”).

2. Defendants deny all material allegations set forth in the Complaints in the Actions and have asserted numerous affirmative defenses in the Actions. Notwithstanding, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Actions, the Released Class Claims, and the Released PAGA Claims.

3. Class Counsel diligently investigated the claims against Defendants, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of Defendants' employment and operations policies, practices, and procedures.

4. On March 13, 2024, the Parties participated in mediation with Monique Ngo-Bonnici, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm's-length, and the Settlement is the result of an informed and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believe that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

5. In order to facilitate the settlement of the Actions, the Parties agree to file a joint stipulation to consolidate the Actions and deem the Class Action as the lead case.

6. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

#### **DEFINITIONS**

7. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1           a.       **“Attorneys’ Fees and Costs”** means attorneys’ fees for Class Counsel’s litigation  
2 and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the  
3 Actions, as set forth below.

4           b.       **“Class Counsel”** means Joanna Ghosh, Arby Aiwazian, and Matthew Richard  
5 Soto of Lawyers *for* Justice, PC and Charles T. Sweeny of Sweeny Law, PC.

6           c.       **“Class List”** means a complete list of all Class Members that Defendants will  
7 diligently and in good faith compile from their records and provide to the Settlement Administrator. The  
8 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each  
9 Class Member’s last-known full name, mailing address, telephone number, Social Security Number,  
10 dates worked as a non-exempt employee of Defendants in California during the Class Period and PAGA  
11 Period (if applicable), and such other information as is necessary for the Settlement Administrator to  
12 calculate Workweeks (as defined herein).

13           d.       **“Class Member(s)”** or **“Class”** means all current and former non-exempt  
14 employees employed by Defendant Suddath Van Lines, Inc. in California at any time during the Class  
15 Period.

16           e.       **“Class Notice”** means the Notice of Class Action Settlement, substantially in the  
17 form attached as **“Exhibit A.”**

18           f.       **“Class Period”** means the time period from August 25, 2019 through May 31,  
19 2024.

20           g.       **“Class Representative”** or **“Plaintiff”** means Jessica Fernandez.

21           h.       **“Class Settlement”** means the settlement and resolution of all Released Class  
22 Claims.

23           i.       **“Court”** means the Superior Court of California for the County of Santa Clara.

24           j.       **“Defendants”** means Suddath Relocation Systems of Northern California, Inc., and  
25 Suddath Van Lines, Inc.

26           k.       **“Defendants’ Counsel”** means Christopher Boman, Boris Sorsher, and Kelsey  
27 Javier of Fisher & Phillips LLP.

28           l.       **“Effective Date”** means the date by when all of the following events have

1 occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and  
2 Defendants' Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class  
3 Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms  
4 of the Class Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval  
5 Hearing and entered a Final Approval Order and Judgment; (5) sixty-five (65) calendar days have passed  
6 since the Court entered a Final Approval Order and Judgment; and (6) in the event there are written  
7 objections to the Class Settlement filed prior to the Final Approval Hearing which are not later  
8 withdrawn or denied, the later of the following events: five (5) business days after the period for filing  
9 any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment  
10 has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal,  
11 writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been  
12 filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Court's  
13 Final Approval Order and Judgment has finally and conclusively been dismissed with no right to pursue  
14 further remedies or relief.

15 m. **"Employer Taxes"** means the employers' share of taxes and contributions in  
16 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants  
17 in addition to the Gross Settlement Amount.

18 n. **"Enhancement Payment"** means the amount to be paid to Plaintiff in recognition  
19 of her efforts and work in prosecuting the Actions.

20 o. **"Final Approval"** means the determination by the Court that the Settlement is  
21 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

22 p. **"Final Approval Hearing"** means the hearing at which the Court will consider  
23 and determine whether the Settlement should be granted Final Approval.

24 q. **"Gross Settlement Amount"** means the amount of Four Hundred Seventy-Five  
25 Thousand Dollars and Zero Cents (\$475,000.00) to be paid by Defendants in full resolution of all  
26 Released Class Claims, Released PAGA Claims, and the Actions, as provided herein, which includes all  
27 Attorneys' Fees and Costs to be paid to Class Counsel, Enhancement Payment to be paid to Plaintiff,  
28 PAGA Amount to be paid to the LWDA and PAGA Employees, Net Settlement Amount to be paid to the

Settlement Class Members, and Settlement Administration Costs to be paid to the Settlement Administrator. Defendants shall pay the Employer Taxes in addition to the Gross Settlement Amount. No amount of the Gross Settlement Amount will revert to Defendants. The Gross Settlement Amount may increase to the extent provided in Paragraph 36.

r. **“Individual PAGA Payment(s)”** means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement, to be calculated in accordance with Paragraph 16.

s. **“Individual Settlement Payment(s)”** means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 15.

t. **“Individual Settlement Share”** means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in accordance with Paragraph 15.

u. **“LWDA Payment”** means the amount of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) for the PAGA Settlement, as set forth in Paragraph 14.

v. **“Net Settlement Amount”** means the Gross Settlement Amount less the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees and Costs.

w. **“Objection”** means a Class Member’s valid and timely written objection to the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the objecting Class Member’s full name; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) contain a statement whether the objector intends to appear at the Final Approval Hearing. Any Settlement Class Member who does not submit a timely written objection to the Settlement, or who fails to otherwise comply with the specific and technical

requirements of this paragraph, will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the Settlement, by appeal or otherwise.

x. **“PAGA Amount”** means the allocation of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount as civil penalties pursuant to the Private Attorneys General Act, California Labor Code section 2698 *et seq.*, for the settlement and resolution of the Released PAGA Claims. Seventy-five percent (75%) of the PAGA Amount, or \$37,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$12,500.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

y. **“PAGA Employees”** means all current and former non-exempt employees employed by Defendant Suddath Van Lines, Inc. in California at any time during the PAGA Period.

z. **“PAGA Employee Amount”** means the amount of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Workweeks during the PAGA Period.

aa. **“PAGA Period”** means the time period from June 20, 2022 through May 31, 2024.

bb. **“PAGA Settlement”** means the settlement and resolution of Released PAGA Claims.

cc. **“Parties”** means Plaintiff and Defendants, collectively, and “Party” means any of the Plaintiff or Defendants.

dd. **“Preliminary Approval”** means entry of the Court order granting preliminary approval of the Settlement Agreement.

ee. **“Released Class Claims”** means any and all claims, actions, or cause of action alleged in the Class Complaint or that could have been alleged based upon the facts alleged in the Class Complaint, arising during the Class Period, including and not limited to, for failure to properly pay overtime, failure to pay minimum wages, failure to provide compliant meal periods and associated premiums including a failure to pay premiums at the regular rate of pay, failure to provide compliant rest periods and associated premiums including a failure to pay premiums at the regular rate of pay, failure to timely pay wages upon termination, during employment, and associated waiting-time penalties, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse

necessary business expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 4-2001, and 9-2001), and violation of California Business and Professions Code section 17200 *et seq.* based on the aforementioned.

ff. **“Released PAGA Claims”** means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged in the PAGA Notice and PAGA Complaint in the PAGA Action or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and PAGA Complaint in the PAGA Action, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 4-2001, and 9-2001) for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums including a failure to pay premiums at the regular rate of pay; failure to provide compliant rest periods and associated premiums including a failure to pay premiums at the regular rate of pay; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

gg. **“Released Parties”** means Defendants and all of its respective attorneys, past, present and future predecessors, successors, shareholders, officers, directors, members, investors, management-level employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, both individually and collectively, their respective past or present owners, officers, directors, shareholders, members, investors, successors and predecessors in interest including The Suddath Companies, Suddath Global Logistics, LLC and Suddath Relocation Systems of California, Inc.

hh. **“Request for Exclusion”** means a Class Member’s valid and timely written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the requesting Class Member’s full name and signature; (c)

1 contain a clear written statement indicating that the Class Member seeks exclusion from the Class  
2 Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address,  
3 postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
4 envelope on the submission will be the exclusive means to determine whether a Request for Exclusion  
5 has been timely submitted.

6 ii. **“Response Deadline”** means the deadline by which Class Members must submit  
7 a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-  
8 five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator,  
9 unless the 45<sup>th</sup> day falls on a Sunday or Federal holiday, in which case the Response Deadline will be  
10 extended to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-  
11 mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen  
12 (15) calendar days from the initial Response Deadline.

13 jj. **“Settlement Administrator”** means Simpluris, Inc. or any other third-party class  
14 action settlement administrator agreed to by the Parties and approved by the Court for purposes of  
15 administering this Settlement. The Parties and their counsel each represent that they do not have any  
16 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement  
17 Administrator that could create a conflict of interest.

18 kk. **“Settlement Administration Costs”** means the costs payable from the Gross  
19 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this  
20 Settlement, as set forth in Paragraph 13.

21 ll. **“Settlement Class Members”** or **“Settlement Class”** means all Class Members  
22 who do not submit a timely and valid Request for Exclusion.

23 mm. **“Workweeks”** means the number of weeks each Class Member was employed by  
24 Defendants as a non-exempt employee in California for at least one day, during the Class Period, based  
25 on time records for each Class Member.

26 nn. **“Workweeks Dispute”** means a Class Member’s written letter disputing the pre-  
27 printed information on the Class Notice as to the number of Workweeks credited to them, which must:  
28 (a) contain the case name and number of the Class Action; (b) contain the disputing Class Member’s

full name and signature; (c) clearly state that the Class Member disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

### **CLASS CERTIFICATION**

8. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

9. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under California Code of Civil Procedure section 382. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate as to any of the claims asserted by Plaintiff against Defendants in a non-settlement context.

### **TERMS OF AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

10. Funding and Disbursement of the Gross Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting estimate of the amounts to be paid by Defendants pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement. Within thirty (30) calendar days after the Effective Date, Defendants will make a one-time deposit of the Gross Settlement Amount and Employer Taxes into the settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment to the LWDA; (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator will also undertake filings and remittances in connection

with the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

11. Attorneys' Fees and Costs. Class Counsel will request and Defendants will not oppose attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to \$166,250.00 if the Gross Settlement Amount is \$475,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions, supported by declaration, in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), both of which will be paid from the Gross Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation and settlement of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Any portion of the requested Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

12. Enhancement Payment. In recognition of her efforts and work in prosecuting the Actions, Defendants agree not to oppose or impede any application or motion for an Enhancement Payment to Plaintiff in the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount subject to Court approval, will be in addition to any Individual Settlement Payment and Individual PAGA Payment (if applicable) that she is eligible to receive pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any and all taxes on the amounts received. Should the Court not approve the Enhancement Payment to Plaintiff, or approve it in an amount that is less than that set forth above, Plaintiff shall not have the right to revoke this Agreement, and it will remain binding, and the difference between the amount approved by the Court (if any) and the amount allocated toward the Enhancement Payment will be part of the Net Settlement

Amount for the benefit of Settlement Class Members.

13. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00). These costs, which will be paid from the Gross Settlement Amount subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator, to undertake the requirement settlement administration duties, will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount will be allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$12,500.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., the Individual PAGA Payment).

15. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks during the Class Period, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual

1 Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated  
2 Individual Settlement Share.

3           b.       After Final Approval of the Settlement, the Settlement Administrator will divide  
4 the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class  
5 Period to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual  
6 Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual  
7 Settlement Share.

8           16.     Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated  
9 and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of  
10 Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA  
11 Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA  
12 Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA  
13 Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield  
14 his or her Individual PAGA Payment.

15           17.     Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
16 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
17 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement  
18 shall not in any way entitle Plaintiff, Settlement Class Members, or PAGA Employees to additional  
19 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest  
20 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle  
21 Plaintiff, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits  
22 or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the  
23 Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the  
24 sole payments to be made by Defendants to the Settlement Class Members and PAGA Employees in  
25 connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or  
26 compensation plan document that might have been in effect during the Class Period).

27           18.     Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code  
28 section 2699(l)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the

1 same time that it is submitted to the Court for preliminary approval.

2 19. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary  
3 Approval, Defendants will provide the Class List to the Settlement Administrator.

4 20. Notice by First-Class U.S. Mail.

5 a. Within fourteen (14) calendar days after receiving the Class List from Defendants,  
6 the Settlement Administrator will perform a search based on the United States Postal Service's National  
7 Change of Address Database or any other similar services available, such as provided by Experian, for  
8 information to update and correct for any known or identifiable address changes, and will mail a Class  
9 Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all  
10 Class Members via U.S. mail, using the most current, known mailing addresses identified by the  
11 Settlement Administrator.

12 b. With respect to Class Notices that are returned as undeliverable on or before the  
13 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-  
14 trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

15 c. Dispute Regarding Workweeks. The Class Notice will include the procedure by  
16 which a Class Member may dispute the number of Workweeks allocated to him or her by submitting a  
17 timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be  
18 the exclusive means to determine whether a dispute has been timely submitted. Absent evidence  
19 rebutting the accuracy of Defendants' records and data as they pertain to the number of Workweeks to  
20 be credited to a disputing Class Member, Defendants' records will be presumed correct and  
21 determinative of the dispute. The Settlement Administrator will evaluate the information and/or  
22 documents submitted by the Class Member and the Settlement Administrator will resolve and determine  
23 the number of Workweeks that the disputing Class Member should be credited with under the  
24 Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

25 21. Settlement Checks.

26 a. The Settlement Administrator will be responsible for undertaking appropriate  
27 deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to  
28 the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA

1 Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement  
2 Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one  
3 check if the intended recipient for both payments is one individual.

4           b.       Each Individual Settlement Payment check and Individual PAGA Payment check  
5 will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original  
6 issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the  
7 cancelation of checks issued to Settlement Class Members and PAGA Employees, shall be transmitted  
8 to the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member  
9 and/or PAGA Employee, thereby leaving no "unpaid residue" subject to the requirements of California  
10 Code of Civil Procedure section 384, subdivision (b).

11           c.       The Settlement Administrator shall undertake amended and/or supplemental tax  
12 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated  
13 due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks.  
14 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,  
15 nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will  
16 have claim preclusive impact with respect to them and all Settlement Class Members with respect to the  
17 Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the  
18 PAGA Employees with respect to the PAGA Settlement irrespective of whether their Individual PAGA  
19 Payment checks are canceled.

20           22.    Procedures for Requesting Exclusion from the Class Settlement. Any Class Member  
21 wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion  
22 to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark  
23 on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion  
24 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and  
25 Defendants' Counsel, the number of timely and valid Requests for Exclusion that were submitted, and  
26 also identify the individuals who submitted them, in a declaration that is to be filed with the Court in  
27 advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request  
28 for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who

1 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not  
2 be issued an Individual Settlement Payment. All PAGA Employees will be bound by the PAGA  
3 Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a  
4 Request for Exclusion.

5 23. Procedures for Objecting to the Class Settlement. Class Members who have not opted  
6 out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To  
7 object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection  
8 to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be  
9 signed by the Settlement Class Member and contain all information required by this Settlement  
10 Agreement. The postmark date will be deemed the exclusive means for determining that the Objection  
11 is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class  
12 Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment.  
13 Settlement Class Members may also present their objection orally at the Final Approval Hearing,  
14 irrespective of whether they submit a written Objection. The Settlement Administrator will certify  
15 jointly to Class Counsel and Defendants' Counsel the Objections that were timely submitted, and also  
16 attach them as exhibits to a declaration that is to be filed with the Court in advance of the Final Approval  
17 Hearing.

18 24. Reports by the Settlement Administrator Regarding Settlement Administration. The  
19 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which  
20 certifies: (a) the number of Class Members who have submitted Workweeks Disputes; (b) the number  
21 of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number of Class  
22 Members who have submitted timely and complete Objections; (d) the number of undeliverable Class  
23 Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement Administrator will  
24 provide to counsel for both Parties any updated reports regarding the administration of the Settlement  
25 Agreement as needed or requested, and immediately notify the Parties when it receives a request from  
26 an individual or any other entity regarding inclusion in the Class and/or Settlement.

27 25. Certification of Completion. Upon completion of administration of the Settlement, the  
28 Settlement Administrator will provide a written declaration under oath to certify such completion to the

1 Court and counsel for all Parties.

2 26. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each  
3 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent  
4 (80%) penalties, interest, and fees. The portion allocated to wages will be reported on an IRS Form W-  
5 2 and the portions allocated to penalties, interest, and fees will be reported on an IRS Form-1099 by the  
6 Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and  
7 withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to  
8 Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual  
9 Settlement Share net of these taxes and withholdings). Each Individual PAGA Payment will be allocated  
10 as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by  
11 the Settlement Administrator.

12 27. Administration of Taxes by the Settlement Administrator. The Settlement Administrator  
13 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class  
14 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to  
15 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all  
16 payroll taxes, contributions, and withholdings to the appropriate government authorities.

17 28. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not  
18 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications  
19 to Class Members or PAGA Employees regarding the Settlement to constitute advice regarding taxes or  
20 taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other  
21 communication regarding the Settlement be relied on as such. Plaintiff, Settlement Class Members, and  
22 PAGA Employees understand and agree that, except with respect to Employer Taxes, they will be solely  
23 responsible for correctly characterizing any compensation received under the Settlement on their  
24 personal income tax returns and paying any and all taxes due for any and all amounts paid to them under  
25 the Settlement.

26 29. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR  
27 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS  
28 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER

PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

30. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged.

31. Releases of Claims.

a. Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released,

settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims.

32. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to PAGA Employees, and PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiff and the PAGA Employees.

33. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's motion for preliminary approval of the Settlement, and submit this Settlement Agreement to the Court in support of said motion. Defendants agree not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiff's motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for

Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Appointment of Plaintiff as representative of the Settlement Class;
- d. Appointment of Class Counsel as counsel for the Settlement Class;
- e. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- f. Approval of the application for Enhancement Payment to Plaintiff;
- g. Directing Defendants to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- h. Entering judgment in this Action, while maintaining continuing jurisdiction to implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

35. Effects of Termination of the Settlement. In the event that the Settlement Agreement is not approved by the Court, such a development shall have the following effects:

- a. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;
- b. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be offered into evidence in the Actions or any other action for any purpose whatsoever; and
- c. Any documents generated to bring the Settlement into effect, will be null and void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

36. Escalator Clause. Defendants represent that, during the period from August 25, 2019

1 through March 13, 2024, there are approximately 21,000 Workweeks for the Class Members. If it is  
2 determined that the total number of Workweeks during the Class Period exceed 21,000 by more than  
3 ten percent (10%) (i.e. exceeds 23,100), then the Gross Settlement Amount will be increased on a *pro*  
4 *rata* basis equal to the percentage increase in the number of Workweeks above 23,100 Workweeks (e.g.,  
5 if the threshold of 23,100 Workweeks is exceeded by 1%, the Gross Settlement Amount will increase by  
6 1%).

7 37. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court  
8 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section  
9 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and  
10 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-  
11 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

12 38. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the  
13 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set  
14 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

15 39. Limitation on Publicity. Plaintiff and Class Counsel agree not to issue press releases and  
16 engage in any publicity regarding the Settlement, except as shall be contractually required to effectuate  
17 the terms of the Settlement and respond to inquiries received from Class Members and PAGA  
18 Employees. However, for the limited purpose of allowing Class Counsel to prove their experience and  
19 adequacy as class counsel in other actions, Class Counsel may reference the Settlement in the Actions  
20 for such purposes. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures and  
21 submissions required to be made to the LWDA in conformity with PAGA.

22 40. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
23 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
24 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section  
25 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal  
26 law, which provide that a written agreement is to be construed according to its terms and may not be  
27 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
28 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This

1 Settlement Agreement contains the entire agreement between the Parties relating to the settlement and  
2 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,  
3 representations, and statements, whether oral or written and whether by a Party or such Party's legal  
4 counsel, are merged herein.

5 41. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the  
6 Actions (including, and not limited to, the deadline to bring the Actions to trial under California Code  
7 of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the  
8 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

9 42. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of  
10 this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject  
11 to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement  
12 will not constitute a waiver of any other provision.

13 43. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
14 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
15 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant  
16 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
17 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
18 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement  
19 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to  
20 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality  
21 provisions that otherwise might apply under state or federal law.

22 44. Signatories. It is agreed that because the members of the Class are so numerous, it is  
23 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class  
24 Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement  
25 Class Members, and the release shall have the same force and effect as if this Settlement Agreement  
26 were executed by each Settlement Class Member.

27 45. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
28 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1           46.    California Law Governs. All terms of this Settlement Agreement and attached exhibits  
2 hereto will be governed by and interpreted according to the laws of the State of California.

3           47.    Execution and Counterparts. This Settlement Agreement is subject only to the execution  
4 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
5 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the  
6 signature page, will be deemed to be one and the same instrument.

7           48.    Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this  
8 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, Released Class  
9 Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations  
10 and in the context of adversarial litigation, taking into account all relevant factors, present and potential.  
11 The Parties further acknowledge that they are each represented by competent counsel and that they have  
12 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this  
13 Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator  
14 may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the  
15 Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the  
16 Settlement is objectively fair and reasonable.

17           49.    Invalidity of Any Provision. Before declaring any provision of this Settlement  
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
19 possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement  
20 valid and enforceable.

21           50.    Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the  
22 terms herein and agree to fully cooperate to implement the Settlement.

23           51.    Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve  
24 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued  
25 litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny,  
26 that they have violated any state, federal, or local law; violated any regulations or guidelines  
27 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
28 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;

1 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement  
2 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
3 construed as an admission or concession by Defendants of any such violations or failures to comply with  
4 any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement  
5 Agreement, this Settlement Agreement and its terms and provisions shall not be offered as evidence in  
6 any action or proceeding to establish any liability or admission on the part of Defendants or to establish  
7 the existence of any condition constituting a violation of, or a non-compliance with state, federal, local,  
8 or other applicable law.

9 52. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted  
10 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
11 provisions of this Settlement Agreement.

12 53. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
13 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
14 more strictly against one Party than another merely by virtue of the fact that it may have been prepared  
15 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations  
16 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

17 54. Representation by Counsel. The Parties acknowledge that they have been represented by  
18 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that  
19 this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in  
20 full by the Parties with the assistance of their respective counsel.

21 55. All Terms Subject to Final Court Approval. All amounts and procedures described in  
22 this Settlement Agreement herein will be subject to final Court approval.

56. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Arby Aiwarzian, Esq.  
Joanna Ghosh, Esq.  
Matthew Richard Soto, Esq.  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

Charles T. Sweeny  
**SWEENY LAW, PC**  
8605 Santa Monica Blvd., #618463  
Los Angeles, CA 90069

To Defendant:

Christopher J. Boman, Esq.  
Boris Sorsher, Esq.  
Kelsey L. Wong Javier, Esq.  
**FISHER & PHILLIPS LLP**  
2050 Main Street, Suite 1000  
Irvine, California 92614

57. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

58. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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**IT IS SO AGREED.**

J. P.  
Jessica Fernandez (Gallo) (Apr 18, 2025 09:45 PDT)

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Jessica Fernandez, Plaintiff

Full Name:  
Title:  
On behalf of Defendant Suddath Relocation Systems of  
Northern California, Inc.

Full Name:  
Title:  
On behalf of Defendant Suddath Van Lines, Inc.

  
Charles T. Sweeny  
*Counsel for Plaintiff and Proposed Class Counsel*

  
Matthew Richard Soto  
*Attorneys for Plaintiff and Proposed Class Counsel*

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and PAGA Settlement and Release between Plaintiff and Defendants:

**IT IS SO AGREED.**

**PLAINTIFF JESSICA FERNANDEZ**

Dated: \_\_\_\_\_, 2025

Jessica Fernandez, Plaintiff

**DEFENDANT SUDDATH RELOCATION SYSTEMS  
OF NORTHERN CALIFORNIA, INC.**

Dated: 04/21/2025, 2025

Michelle Beiter

Michelle Beiter (Apr 21, 2025 16:00 EDT)

Full Name: Michelle Beiter  
Title: Chief People Officer  
On behalf of Defendant Suddath Relocation Systems of  
Northern California, Inc.

**DEFENDANT SUDDATH VAN LINES, INC.**

Dated: 04/21/2025, 2025

Michelle Beiter

Michelle Beiter (Apr 21, 2025 16:00 EDT)

Full Name: Michelle Beiter  
Title: Chief People Officer  
On behalf of Defendant Suddath Van Lines, Inc.

**APPROVED AS TO FORM:**

**SWEENY LAW, PC**

Dated: \_\_\_\_\_, 2025

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Charles T. Sweeny  
*Counsel for Plaintiff and Proposed Class Counsel*

**LAWYERS *for* JUSTICE, PC**

Dated: \_\_\_\_\_, 2025

Matthew Richard Soto  
*Attorneys for Plaintiff and Proposed Class Counsel*

**FISHER & PHILLIPS LLP**

Dated: April 22, 2025



Christopher J. Boman

Boris Sorsher

Kelsey L. Wong Javier

*Attorneys for Defendants*

# **EXHIBIT A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

*Jessica Fernandez v. Suddath Relocation Systems of Northern California, Inc., et al.*  
Santa Clara County Superior Court, Case No. 23CV421591

### **PLEASE READ THIS NOTICE CAREFULLY.**

**You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.**

**You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.**

**This Notice is designed to advise you of your rights and options with respect to the settlement.**

By order of the Superior Court of California for the County of Santa Clara (the "Court" or "Santa Clara County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Plaintiff Jessica Fernandez ("Plaintiff") and Defendants Suddath Relocation Systems of Northern California, Inc. and Suddath Van Lines, Inc. ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties"), was granted on [insert date], in the case entitled *Jessica Fernandez v. Suddath Relocation Systems of Northern California, Inc., et al.*, Santa Clara County Superior Court, Case No. 23CV421591 (the "Action"), which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive payment under the Settlement), object to the Settlement, and/or dispute the number of Workweeks credited to you, if you so choose, as explained more fully in Section III below.

### **I. IMPORTANT DEFINITIONS**

**"Class"** means all current and former non-exempt employees employed by Defendant Suddath Van Lines, Inc. in California at any time during the Class Period.

**"Class Member"** means a member of the Class.

**"Class Period"** means the period from August 25, 2019 through May 31, 2024.

**"PAGA Employees"** means all current and former non-exempt employees employed by Defendant Suddath Van Lines, Inc. in California at any time during the PAGA Period.

**"PAGA Period"** means the period from June 20, 2022 through May 31, 2024.

### **II. BACKGROUND OF THE ACTION**

On August 25, 2023, Plaintiff Jessica Fernandez filed a Class Action Complaint for Damages ("Class Complaint") against Defendants in the Santa Clara County Superior Court, Case No. 23CV421591. The Action alleges causes of action for purported violations of the California Labor Code: Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); Meal Period Violations (Lab. Code §§ 226.7 and 512); Rest Period Violations (Lab. Code § 226.7); Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); Failure to Timely Pay Final Wages (Lab. Code §§ 201 and 202); Failure to Timely Pay Wages During Employment (Lab. Code § 204); Non-Compliant Wage Statements (Lab. Code § 226); Failure to Maintain Payroll Records (Lab. Code § 1174); Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); and Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*).

On or about June 20, 2023, Plaintiff Jessica Fernandez submitted a Private Attorneys General Act ("PAGA") Letter ("PAGA Notice") to the Labor and Workforce Development Agency ("LWDA") seeking civil penalties under PAGA, against Defendants and any and all affiliates, subsidiaries, parents, directors, officers, and employees, on behalf of PAGA Employees in California ("PAGA Employees"), for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders 4-2001, and 9-2001.

On August 25, 2023, Plaintiff Jessica Fernandez filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., (“PAGA Complaint”) thereby commencing a representative action entitled *Jessica Fernandez v. Suddath Relocation Systems of Northern California, Inc., et al.*, in the Superior Court of California for the County of Santa Clara, Case No. 23CV421589 (the “PAGA Action”) against Defendants seeking penalties pursuant to the California Private Attorneys General Act. On (date), the Court consolidated the PAGA Action with the Action and deemed the Action as the lead case.

Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, declaratory relief, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Action and deny that they violated any law. In addition, Defendant Suddath Relocation Systems of Northern California, Inc. provided a declaration stating that it had no non-exempt employees on its payroll in the state of California at any time during the Class Period. The Court has not made a ruling on the merits of the cases.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [Preliminary Approval Date]. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Jessica Fernandez as representative of the Class (“Class Representative”), and the following law firm as counsel for the Class (“Class Counsel”):

Joanna Ghosh, Esq.  
Matthew Richard Soto, Esq.  
**Lawyers for Justice, PC**  
450 N. Brand Blvd., Suite 900  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Charles T. Sweeny  
**Sweeny Law, PC**  
8605 Santa Monica Boulevard, #618463  
Los Angeles, California 90069  
Telephone: (310) 658-2112

The Settlement represents a compromise and Settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff or to Class Members. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and that the Settlement is in the best interests of the Class Members.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total settlement amount is Four Hundred Seventy-Five Thousand Dollars (\$475,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not opt out of this Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to \$166,250) and reimbursement of litigation costs and expenses in an amount of up to Fifteen Thousand Dollars (\$15,000) to Class Counsel (collectively, “Attorneys’ Fees and Costs”); (2) enhancement payment in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff Jessica Fernandez, for her effort and work in prosecuting the Action (“Enhancement Payment”); (3) settlement administration costs in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the allocation of Fifty Thousand Dollars (\$50,000) to settle all claims under PAGA (“PAGA Amount”), of which 75%, or \$37,500, will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 25%, or \$12,500, will be distributed to PAGA

Employees.

Class Members are eligible to receive a *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of workweeks during which they worked for Defendants as non-exempt employee in California during the Class Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) to wages (which will be reported on an IRS Form W-2), and eighty percent (80%) to interest, penalties, and fees (which will be reported on an IRS Form 1099, if applicable). PAGA Employees who worked between June 20, 2022, through May 31, 2024, will also be eligible to receive a portion of the PAGA Amount (“Individual PAGA Payment(s)”). Individual PAGA Payments will be treated as 100% penalties and will be reported on IRS Form 1099. Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share. The net payment of each Settlement Class Member’s Individual Settlement Share (after reduction for the employee’s share of taxes on the wage portion) and Individual PAGA Payment (if applicable) is referred to as their “Individual Settlement Payment.”

If the Court grants final approval of the Settlement, Defendants will make a one-time deposit of the full Gross Settlement Amount in the amount of Four Hundred Seventy-Five Thousand Dollars (\$475,000).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator by way of one (1) check following the deposit of the full Gross Settlement Amount. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

#### **B. Your Workweeks and Pay Periods Based on Defendants’ Records**

According to Defendants’ records:

**From August 25, 2019, through May 31, 2024, you worked for Defendant Suddath Van Lines, Inc. as a non-exempt employee in California for [REDACTED] Workweeks.**

**From June 20, 2022, through May 31, 2024, you worked for Defendant Suddath Van Lines, Inc. as a non-exempt employee in California for [REDACTED] Pay Periods.**

If you wish to dispute the number of Workweeks credited to you, you must submit a written letter to the Settlement Administrator. The written dispute must: (a) contain the case name and number of the Action (*Jessica Fernandez v. Suddath Relocation Systems of Northern California, Inc., et al.*, Santa Clara County Superior Court, Case No. 23CV421591); (b) be signed by you; (c) contain your full name; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number(s) to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

#### **C. Your Estimated Individual Settlement Payment**

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholding with respect to the wage portion of the Individual Settlement Share.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be**

**§ [REDACTED]. The Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

Individual Settlement Payments will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The Settlement approval process may take multiple months. Your Individual Settlement Payment in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

**D. Released Claims**

After the Court enters an order granting final approval of the Settlement or five days after the final resolution of any appeals objecting to the Settlement, each of the Settlement Class Members (including the Class Representative) will be deemed to have, and by operation of the Court's entry of judgment will have, fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all claims against the Released Parties for the Released Class Claims during the Release Period, and each of the PAGA Employees will be deemed to have, and by operation of the Court's entry of judgment will have, fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all claims against the Released Parties for the Released PAGA Claims during the Release Period..

"Released Class Claims" any and all claims, actions, or cause of action alleged in the Class Complaint or that could have been alleged based upon the facts alleged in the Class Complaint, arising during the Class Period, including and not limited to, for failure to properly pay overtime, failure to pay minimum wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, during employment and associated waiting-time penalties, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders (including, inter alia, Nos. 4-2001, and 9-2001), and violation of California Business and Professions Code section 17200 et seq. based on the aforementioned.

"Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. that were alleged in the PAGA Notice and PAGA Complaint in the PAGA Action or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and PAGA Complaint in the PAGA Action, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including inter alia sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and applicable Industrial Welfare Commission Wage Orders (including, inter alia, Nos. 4-2001, and 9-2001) for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

"Released Parties" means Defendants and all of its respective attorneys, past, present and future predecessors, successors, shareholders, officers, directors, members, investors, management-level employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, both individually and collectively, their respective past or present owners, officers, directors, shareholders, members, investors, successors and predecessors in interest including The Suddath Companies, Suddath Global Logistics, LLC and Suddath Relocation Systems of California, Inc.

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to \$166,250) and reimbursement of litigation costs and expenses in an amount of up to Fifteen Thousand Dollars (\$15,000), to be paid from the Gross Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) as an Enhancement Payment to Plaintiff Jessica Fernandez in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

**G. Settlement Administrator Costs to the Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Five Hundred Dollars (\$7,500) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, receiving and reviewing requests for exclusion, objections, and/or disputes, if any, submitted by Class Members, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and will be paid from the Gross Settlement Amount subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to receive money from the Settlement, you do not have to do anything.** You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Class Claims. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

**B. Request Exclusion from the Settlement**

If you do not wish to participate in the Settlement, you may seek exclusion from (or "opt out" of) the Settlement by submitting a timely, written request for exclusion from the Settlement to the Settlement Administrator at the following address:

**Simpluris, Inc.**  
3194-C Airport Loop Drive,  
Costa Mesa, CA 92626

The request for exclusion must: (a) include your full name; (b) include the name and case number of the Action (*Jessica Fernandez v. Suddath Relocation Systems of Northern California, Inc., et al.*, Santa Clara County Superior Court, Case No. 23CV421591); (c) include a clear and unequivocal statement that you wish to be excluded from the Settlement; (d) include your signature; and (e) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion from the Settlement will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of Released Class Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid request for exclusion from the Settlement will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Employees will receive their share of the 25% share of the PAGA Amount and will be bound to the Released PAGA Claims, irrespective of whether they submit a Request for Exclusion.

Defendants will have the option to void the settlement agreement if ten percent (10%) of the individuals eligible to become class members have opted out of the Settlement.

### **C. Object to the Settlement**

You can object to the terms of the Settlement as long as you have not submitted a request for exclusion from the Settlement, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

A written Notice of Objection must: (a) include your full name; (b) contain the name and case number of Action (*Jessica Fernandez v. Suddath Relocation Systems of Northern California, Inc., et al.*, Santa Clara County Superior Court, Case No. 23CV421591); (c) contain a statement of the specific legal and factual basis for each objection argument; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; (e) contain a statement whether you or your attorney intend to appear at the Final Approval Hearing, and (f) be filed or postmarked **no later than [Response Deadline]**.

Settlement Class Members who submit timely Notices of Objection may appear at the Final Approval Hearing in order to have their objections heard by the Court. If the Court permits, Settlement Class Members who have not submitted a written Notice of Objection in compliance with the Settlement Agreement may still appear at the Final Approval Hearing and present their objections.

### **V. FINAL APPROVAL HEARING**

The Court will hold a hearing (the “Final Approval Hearing”) in Department 19 of the Santa Clara County Superior Court, located at the Old Courthouse at 161 North First Street, San Jose, California 95113 on **DATE, at TIME**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys’ fees and costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administrator Costs to the Settlement Administrator should be awarded. If the Court enters an order and judgment granting final approval of the Settlement, a copy of this order and judgment will be posted on the Settlement Administrator’s website; to access it you will need to navigate to the following web URL: **[insert]**

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to regardless of whether you submitted a Notice of Objection.

Personal appearances and remote appearances are an option. Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at [https://www.scsccourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml) and should be reviewed in advance. Class members may appear remotely using the videoconference link for Department 19 (**Afternoon Session**) or by calling the toll free conference call number for Department 19. Any class member who wishes to appear in person should check in at Court Services (1st floor, Downtown Superior Courthouse, 191 North First Street, San Jose, California 95113) and wait for a sheriff’s deputy to escort him or her to the courtroom for the hearing.

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by using the kiosks located at the Downtown Superior Courthouse, 191 North First Street, San Jose, California, 95113, during regular business hours of each court day. You can also access documents filed in the Action, to the extent they have been imaged for online access, as well as basic information regarding hearing dates and filings in the Action by looking the case up on the Case Information Portal of the Court’s website (<https://portal.scsccourt.org>). Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To look up and access documents and information on the Court’s systems, you will need to use the case number.

Please note, due to the COVID-19 pandemic, there may be limitations on access to court facilities. Please visit the following link for the Court’s most current social distancing procedures and information regarding accessing court facilities: [https://www.scsccourt.org/general\\_info/news\\_media/covid19.shtml](https://www.scsccourt.org/general_info/news_media/covid19.shtml).

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION**

**REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**