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13 Attorneys for Plaintiff, RECHEL WILLIAMS,
14 on behalf of herself and all others similarly situated and aggrieved

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

17 RECHEL WILLIAMS, individually, and on
18 behalf of all other aggrieved employees,

19 Plaintiff,

20 v.

21 HOLLAND PARTNER GROUP
22 OPERATIONS, LLC, a Washington limited
23 liability company; HOLLAND PARTNER
24 GROUP MANAGEMENT, INC, a Delaware
25 corporation; HOLLAND PARTNER GROUP,
26 LLC, a Washington limited liability company;
27 HOLLAND PARTNER GROUP
28 INVESTMENTS, LLC, a Washington limited
liability company; HOLLAND RESIDENTIAL
(CALIFORNIA) INC., a California corporation;
HOLLAND RESIDENTIAL, LLC, a
Washington limited
liability company; and DOES 1-20, inclusive,

Defendants

CASE NO.: 23CV049392

[Assigned for all purposes to the Hon.
Frank Roesch in Dept. 17]

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

ACTION FILED: October 31, 2023
TRIAL DATE: None set

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1 subsidiary, staffing agency or professional employer organization, as non-exempt, hourly-paid
2 employees, at any time during the Class Period in the State of California.

3 E. “**Class Period**” means the period from July 12, 2018 through the date of the
4 court’s entry of the order granting preliminary approval of this Settlement.

5 F. “**Class Notice**” means and refers to the notice sent to Class Members after
6 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
7 Agreement.

8 G. “**Court**” means the Superior Court of the State of California for the County of
9 Alameda.

10 H. “**Final Approval Date**” means the later of: (1) the date the Court signs an Order
11 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
12 objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any
13 appeals have been filed, the date on which they have been resolved or exhausted.

14 I. “**Defendants**” mean Holland Partner Group Operations, LLC, Holland Partner
15 Group Management, Inc., Holland Partner Group, LLC, Holland Partner Group Investments,
16 LLC, Holland Residential (California), Inc., Holland Residential, LLC, Holland Construction,
17 Inc., and Matt Turk.

18 J. “**Employer Taxes**” means employer-funded taxes and contributions imposed on
19 the wage portions of the Individual Settlement Payments under the Federal Insurance
20 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
21 and contributions required of employers, such as for unemployment insurance.

22 K. “**General Release**” means the broader release of claims by Plaintiff, which is in
23 addition to Plaintiff’s limited release of claims as a Participating Class Member.

24 L. “**Gross Settlement Amount**” means a non-reversionary fund in the sum of One
25 Million and Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00),¹ which shall be
26 paid by Defendants, from which all payments for the Individual Settlement Payments to
27 Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement

28 ¹ As the same may be increased in accordance with Paragraph 17 below.

1 of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service
2 Award, the PAGA Payment and the LWDA Payment shall be paid. It expressly excludes
3 Employer Taxes, which shall be paid by Defendants separate, apart and in addition to the Gross
4 Settlement Amount.

5 **M. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
6 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
7 Settlement Share if he or she is also a Participating Class Member.

8 **N. “Individual Settlement Payment”** means a payment to a Participating Class
9 Member of his or her net share of the Net Settlement Amount.

10 **O. “Individual Settlement Share”** means the gross amount of the Net Settlement
11 Amount that a Participating Class Member is projected to receive based on the number of
12 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
13 shall be reflected in his or her Class Notice.

14 **P. “LWDA Payment”** means the payment to the State of California Labor and
15 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
16 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
17 Settlement Amount. The Parties have agreed that Fifty Thousand Dollars and Zero Cents
18 (\$50,000.00) shall be allocated toward PAGA penalties, of which Thirty Seven Thousand Five
19 Hundred Dollars and Zero Cents (\$37,500.00) will be paid to the LWDA (*i.e.*, the LWDA
20 Payment) and Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) will be paid
21 to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for Defendants as
22 a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the PAGA Payment).

23 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
24 that is available for distribution to the Participating Class Members after deductions for the Court-
25 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
26 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
27 Payment and the PAGA Payment.

1 **R. “Operative Complaint” or “Complaint”** means the means the First Amended
2 Complaint to be filed with the Court in the Action that includes defendant Holland Construction,
3 Inc. as a named defendant and includes all allegations previously alleged in the *Dayton* Actions
4 and the Action.

5 **S. “PAGA Payment”** is the 25% portion of the Fifty Thousand Dollars and Zero
6 Cents (\$50,000.00) that is allocated toward PAGA penalties which amount to Twelve Thousand
7 Five Hundred Dollars and Zero Cents (\$12,500.00) that will be paid to Aggrieved Employees on
8 a pro rata basis based on the Workweeks worked as non-exempt, hourly-paid employees in
9 California in the PAGA Period, which would be in addition to their Individual Settlement
10 Payment if they are Participating Class Members, as well.

11 **T. “PAGA Period”** means the period from July 12, 2021 through the date of Court's
12 entry of the order granting preliminary approval.

13 **T. “Participating Class Members”** means all Settlement Class Members who do
14 not submit a timely and valid Request for Exclusion.

15 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
16 Settlement Amount that a Participating Class Member is eligible to receive based on the number
17 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
18 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
19 may be entitled if he or she is also an Aggrieved Employee.

20 **V. “Plaintiff,” “Named Plaintiff” or “Class Representative”** shall refer to Plaintiff
21 Rechel Williams.

22 **W. “Preliminary Approval Date”** means the date on which the Court enters an Order
23 granting preliminary approval of the Settlement.

24 **X. “Released Parties”** shall mean Defendants and its related entities, and their past
25 and present owners, officers, directors, shareholders, partners, managers, employees, agents,
26 representatives, assigns, and subsidiaries.

27 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
28 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,

1 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
2 and Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. In
3 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing
4 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
5 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
6 shall be the exclusive means for determining whether a Request for Exclusion, Objection or
7 Workweek Dispute was submitted by the Response Deadline.

8 **Z. "Request for Exclusion"** means a written request to be excluded from the
9 Settlement Class pursuant to Paragraph 9(C) below.

10 **AA. "Service Award"** means monetary amounts to be paid to Plaintiff of up to Seven
11 Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00), which, subject to Court
12 approval, will be paid out of the Gross Settlement Amount.

13 **BB. "Settlement Administration Costs"** means all costs incurred by the Settlement
14 Administrator in administration of the Settlement, including, but not limited to, translating the
15 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
16 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
17 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and
18 withholdings, providing declarations, generating Individual Settlement Payment checks and
19 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
20 payment to Class Counsel for the Court-approved amounts for attorneys' fees and reimbursement
21 of litigation costs and expenses, to Plaintiff for his Service Award and to the LWDA for the
22 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
23 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
24 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed
25 \$7,850.00. If the actual amount of the Settlement Administration Costs is less than \$7,850.00,
26 the difference between \$7,850.00 and the actual Settlement Administration Costs shall be a part
27 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,850.00, then
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1 such excess will be paid solely from the Gross Settlement Amount and Defendants will not be
2 responsible for paying any additional funds in order to pay these additional costs.

3 **CC. “Settlement Administrator”** means the Third-Party Administrator selected by
4 the Plaintiff that will be responsible for the administration of the Settlement including, without
5 limitation, translating the Class Notice in Spanish, distribution of the Individual Settlement
6 Payments to be made by Defendants from the Gross Settlement Amount and related matters under
7 this Agreement.

8 **DD. “Workweeks”** means the number of weeks that a Settlement Class Member
9 actually worked for Defendants in a non-exempt, hourly-paid position during the Class Period in
10 California, based on hire dates, re-hire dates (as applicable), and termination dates (as
11 applicable).

12 **2. BACKGROUND**

13 **A.** On July 6, 2023, Plaintiff filed a notice with the Labor and Workforce
14 Development Agency (LWDA) and served the same on Defendants stating she intended to serve
15 as a proxy of the LWDA on behalf of other employees seeking civil penalties against Defendants
16 for various violations of the Labor Code (“PAGA Notice”).

17 **B.** On October 31, 2023, after sixty-five (65) days had passed since Plaintiff filed and
18 served the PAGA Notice, without any action by the LWDA with respect to the alleged Labor
19 Code violations, Plaintiff filed this Action seeking PAGA civil penalties against Defendants for
20 Labor Code violations alleged in the PAGA Notice (the “PAGA Action”).

21 **C.** Thereafter, the Parties agreed to exchange informal discovery and attend an early
22 mediation. Prior to mediation, Defendant provided Plaintiff with the following: time and payroll
23 records for the estimated 348 Class Members, employee handbooks, and Plaintiff’s personnel
24 file.

25 **D.** On November 14, 2023, the Parties participated in mediation with Mark S. Rudy,
26 an experienced mediator of wage and hour class and PAGA actions. The mediation was
27 successful and led to this Agreement. As part of the Settlement, the Parties agreed to file an
28 amended complaint to add Holland Construction, Inc. as a named defendant and also all

1 allegations from the separate actions involving the same Defendants, entitled *Devin Dayton v.*
2 *Holland Partner Group Investments, LLC, et al.*, Alameda County Superior Court Case No.
3 22CV014118 and also *Devin Dayton v. Holland Partner Group Investments, LLC, et al.*,
4 Alameda County Superior Court, Case NO. 22CV018889.

5 E. Class Counsel have conducted significant investigation of the law and facts
6 relating to the claims asserted in the Action and in the PAGA Notice, and have concluded that
7 the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the
8 Settlement Class, taking into account the sharply contested issues involved, the expense and time
9 necessary to litigate the Action through trial and any appeals, the risks and costs of further
10 litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation,
11 the information learned through informal discovery regarding Plaintiff's allegations, and the
12 substantial benefits to be received by Settlement Class Members.

13 F. Defendants have concluded that, because of the substantial expense of defending
14 against the Action, the length of time necessary to resolve the issues presented herein, the
15 inconvenience involved and the concomitant disruption to its business operations, it is in its best
16 interest to accept the terms of this Agreement. Defendants deny each of the allegations and claims
17 asserted against it in the Action and in the PAGA Notice. However, Defendants nevertheless
18 desire to settle the Action for the purpose of avoiding the burden, expense, and uncertainty of
19 continuing litigation, and for the purpose of putting to rest the controversies engendered by the
20 Action.

21 G. This Agreement is intended to and does effectuate the full, final, and complete
22 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
23 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
24 and Aggrieved Employees

25 3. JURISDICTION

26 The Court has jurisdiction over the Parties and the subject matter of the Action. The
27 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
28 applicable statutes. After the Court has granted Final Approval of the Settlement and entered

1 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
2 pursuant to California Rules of Court, rule 3.769, subdivision (h).

3 **4. STIPULATION OF CLASS CERTIFICATION**

4 The Parties stipulate to the certification of the Settlement Class under this Agreement for
5 purposes of settlement only.

6 **5. AMENDMENT OF PLEADING AND MOTIONS FOR APPROVAL**
7 **OF SETTLEMENT**

8 The Parties hereby stipulate to the filing of a First Amended Complaint in the Action to
9 add Holland Construction, Inc. as a named defendant and also all allegations from the separate
10 actions involving the same Defendants, entitled *Devin Dayton v. Holland Partner Group*
11 *Investments, LLC, et al.*, Alameda County Superior Court Case No. 22CV014118 and also *Devin*
12 *Dayton v. Holland Partner Group Investments, LLC, et al.*, Alameda County Superior Court,
13 Case NO. 22CV018889.

14 After full execution of this Agreement, Plaintiff will move for an order granting
15 preliminary approval of the Settlement, approving and directing the mailing of the proposed
16 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally
17 certifying the Settlement Class for settlement purposes only, and approving the deadlines
18 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and
19 Objections. If and when the Court preliminarily approves the Settlement, and after administration
20 of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff
21 will move for an order finally approving the Settlement and seek entry of a Judgment in line with
22 this Settlement. The Parties may both respond to any Objections lodged to final approval of the
23 Settlement up to five (5) court days before the Final Approval Hearing.

24 **6. STATEMENT OF NO ADMISSION**

25 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiff
26 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
27 PAGA Notice. This Agreement shall not be deemed an admission by Defendants of any claims
28 or allegations asserted in the Action or in the PAGA Notice. Except as set forth elsewhere herein,

1 in the event that this Agreement is not approved by the Court or any appellate court, is terminated,
2 or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or
3 affected in any way any claims, rights or remedies, or defenses in the Action or in the PAGA
4 Notice, and Defendants will not be deemed to have waived, limited or affected in any way any
5 of their objections or defenses in the Action and in the PAGA Notice. The Parties shall not
6 stipulate to class certification and shall be restored to their respective positions in the Action prior
7 to the entry of this Settlement. Payment of wages under this Settlement neither extend nor alter
8 the Class Members' period of employment with Defendants for any purpose.

9 **7. RELEASE OF CLAIMS**

10 **A. Release by All Participating Class Members**

11 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
12 of Judgment and payment by Defendants to the Settlement Administrator of the full Gross
13 Settlement Amount and Employers Taxes necessary to effectuate the Settlement, Plaintiff and all
14 Participating Class Members release all claims, rights, demands, damages, liabilities, and causes
15 of action, in law or in equity, arising at any time during the Class Period, for the claims alleged
16 in the Operative Complaint, or that could have been brought against Defendants and Released
17 Parties based on the factual allegations in the Operative Complaint and the PAGA Notice,
18 including without limitation to, (1) failure to pay minimum wages, (2) failure to pay overtime
19 wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to furnish
20 accurate wage statements, (6) waiting time penalties, (7) failure to timely pay wages, (8) failure
21 to indemnify business expenses, (9) violation of Labor Code § 227.3; (10) failure to provide sick
22 leave; (11) violation of Labor Code section 2810.5; (12) violation of Labor Code section 246;
23 and (13) unfair competition in violation of Cal. Bus. & Prof. Code, and all claims for civil
24 penalties violations alleged in the Operative Complaint (the "Class Released Claims").

25 **B. Release by All Aggrieved Employees**

26 For Aggrieved Employees and, to the extent permitted by law, the State of California, the
27 release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice
28 and in the Operative Complaint, or that could have been brought against Defendants and

1 Released Parties based on the factual allegations asserted in the PAGA Notice and the Operative
2 Complaint for PAGA civil penalties (the "PAGA Released Claims"). The Class Released Claims
3 and PAGA Released Claims shall be referred to herein as the "Released Claims".

4 **C. Claims Not Released**

5 The releases above expressly exclude all other claims, including claims for vested
6 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
7 compensation, and any other claims outside of the Class Released Claims of Participating Class
8 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
9 Employees (and, to the extent permitted by law, the State of California) arising outside of the
10 PAGA Period.

11 **D. General Release**

12 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
13 of Judgment and payment by Defendants to the Settlement Administrator selected of the full
14 Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, in
15 addition to the Released Claims, Plaintiff makes the additional following General Release:
16 Plaintiff releases the Defendants and Released Parties from all claims, demands, rights, liabilities
17 and causes of action of every nature and description whatsoever, known or unknown, asserted or
18 that might have been asserted, whether in tort, contract, or for violation of any state or federal
19 statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission
20 of the Released Parties through the date of full execution of this Agreement in connection with
21 Plaintiff's employment with Defendants or termination thereof, except for any and all other
22 claims that may not be released as a matter of law through this Agreement. To the extent of the
23 General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order
24 granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the
25 Settlement Administrator selected of the full Gross Settlement Amount and Employer's Taxes
26 necessary to effectuate the Settlement, they shall have expressly waived and relinquished, to the
27 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
28 California Civil Code, or any other similar provision under federal or state law, which provides:

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

5 **8. SETTLEMENT ADMINISTRATOR**

6 **A.** Plaintiff, through Class Counsel, have selected ILYM Group, Inc. to administer
7 the Settlement, which includes, but is not limited to, translating the Class Notice to Spanish,
8 distributing and responding to inquiries about the Class Notice, and calculating all amounts to be
9 paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator,
10 currently estimated to be \$7,850.00, will be paid from the Gross Settlement Amount. If the actual
11 amount of the Settlement Administration Costs is less than \$7,850.00, the difference between
12 \$7,850.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement
13 Amount. If the Settlement Administration Costs exceed \$7,850.00, then such excess will be paid
14 solely from the Gross Settlement Amount and Defendants will not be responsible for paying any
15 additional funds in order to pay these additional costs.

16 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION**
17 **PROCESS**

18 **A. Notice to the Settlement Class Members**

19 (1) Within ten (10) business days after the Preliminary Approval Date,
20 Defendants' Counsel shall provide the Settlement Administrator with information with respect
21 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
22 currently in Defendants' possession, custody or control; (3) last known telephone number(s)
23 currently in Defendants' possession, custody or control; (4) last known Social Security
24 Number(s) in Defendants' possession, custody or control; and (5) the dates of employment (*i.e.*,
25 hire dates and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class
26 Member ("Class List"). The Settlement Administrator shall perform an address search using the
27 United States Postal Service National Change of Address ("NCOA") database and update the
28 addresses contained on the Class List with the newly found addresses, if any. Within seven (7)
calendar days or soon thereafter of receiving the Class List from Defendants, the Settlement

1 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
2 Members via first-class regular U.S. Mail using the most current mailing address information
3 available. The Settlement Administrator shall maintain the Class List and digital copies of all the
4 Settlement Administrator's records evidencing the giving of notice to any Settlement Class
5 Member for at least four (4) years from the Final Approval Date.

6 (2) The Class Notice will set forth:

- 7 (a) the Settlement Class Member's estimated Individual
8 Settlement Payment and Individual PAGA Payment,
9 and the basis for each;
- 10 (b) the information required by California Rules of Court,
11 rule 3.766, subdivision (d);
- 12 (c) the material terms of the Settlement;
- 13 (d) the proposed Settlement Administration Costs;
- 14 (e) the definition of the Settlement Class;
- 15 (f) a statement that the Court has preliminarily approved
16 the Settlement;
- 17 (g) how the Settlement Class Member can obtain
18 additional information, including contact information
19 for Class Counsel;
- 20 (h) information regarding opt-out and objection
21 procedures;
- 22 (i) the date and location of the Final Approval Hearing;
23 and
- 24 (j) that the Settlement Class Member must notify the
25 Settlement Administrator no later than the Response
26 Deadline if the Settlement Class Member disputes the
27 accuracy of the number of Workweeks worked as set
28 forth on his or her Class Notice ("Workweek Dispute").

1 If a Settlement Class Member fails to timely dispute the
2 number of Workweeks attributed to him or her in
3 conformity with the instructions in the Class Notice,
4 then he or she shall be deemed to have waived any
5 objection to its accuracy and any claim to any
6 additional settlement payment based on different data.

7 (3) If a Class Notice from the initial notice mailing is returned as
8 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
9 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
10 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
11 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
12 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
13 Member within three (3) business days. Further, any Class Notices that are returned to the
14 Settlement Administrator with a forwarding address before the Response Deadline shall be
15 promptly re-mailed to the forwarding address affixed thereto.

16 (4) No later than seven (7) calendar days from the Response Deadline, the
17 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
18 completion of the notice process, including the number of attempts to obtain valid mailing
19 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
20 and copies of all Requests for Exclusion and Objections received by the Settlement
21 Administrator.

22 **B. Objections**

23 Only Participating Class Members may object to the Settlement. In order for any
24 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
25 do so by mailing a written objection to the Settlement Administrator at the address or phone
26 number provided on the Class Notice no later than the Response Deadline. The Settlement
27 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants'
28 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which

1 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection should
2 set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of
3 the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether
4 the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
5 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
6 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
7 will remain a member of the Settlement Class and if the Court approves this Agreement, the
8 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
9 the same extent as a Settlement Class Member who does not object. The date of mailing of the
10 Class Notice to the objecting Settlement Class Member shall be conclusively determined
11 according to the records of the Settlement Administrator. Settlement Class Members need not
12 object in writing to be heard at the Final Approval Hearing; they may object or comment in
13 person at the hearing at their own expense. Class Counsel and Defendants' Counsel may respond
14 to any objection lodged with the Court up to five (5) court days before the Final Approval
15 Hearing.

16 **C. Requesting Exclusion**

17 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
18 Settlement by mailing a written request to be excluded from the Settlement ("Request for
19 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
20 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last
21 four (4) digits of the Class Member's Social Security Number; (3) the Class Member's signature;
22 and (4) the following statement: "Please exclude me from the Settlement Class in the *Rechel*
23 *Williams v Holland Partner Group Operations, LLC, et al.* matter," or any statement of similar
24 meaning standing for the proposition that the Class Member does not wish to participate in the
25 Settlement. The Settlement Administrator shall immediately provide copies of all Requests for
26 Exclusion to Class Counsel and Defendants' Counsel and shall report the Requests for Exclusions
27 that it receives, to the Court, in its declaration to be provided in advance of the Final Approval
28 Hearing. Any Settlement Class Member who requests exclusion using this procedure will not be

1 entitled to receive any payment from the Settlement and will not be bound by the Settlement
2 Agreement or have any right to object to, appeal, or comment on the Settlement. Any Settlement
3 Class Member who does not opt out of the Settlement by submitting a timely and valid Request
4 for Exclusion will be bound by all terms of the Settlement, including those pertaining to the
5 Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of
6 the Settlement is granted. A Settlement Class Member cannot submit both a Request for
7 Exclusion and an objection. If a Settlement Class Member submits an Objection and a Request
8 for Exclusion, the Request for Exclusion will control and the Objection will be overruled.
9 Settlement Class Members who worked during the PAGA Period as Aggrieved Employees that
10 submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive
11 their Individual PAGA Payments, and will be bound by the release of the PAGA Released
12 Claims.

13 **D. Disputes Regarding Settlement Class Members' Workweek Data**

14 Each Settlement Class Member may dispute the number of Workweeks attributed to him
15 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
16 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
17 Response Deadline. The Settlement Administrator shall immediately provide copies of all
18 disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve
19 all such disputes directly with relevant Settlement Class Member(s) with the assistance of
20 Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall
21 adjudicate the dispute.

22 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
23 **PAGA PAYMENTS**

24 Individual Settlement Payments will be calculated and distributed to Participating Class
25 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
26 Members' respective number of Workweeks worked during the Class Period. Individual PAGA
27 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
28 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective

1 number of Workweeks worked during the PAGA Period. Specific calculations of the Individual
2 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
3 follows:

4 **A.** The Settlement Administrator will determine the total number of Workweeks
5 worked by each Settlement Class Member during the Class Period (“Class Member’s
6 Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class
7 Members during the Class Period (“Class Workweeks”). Additionally, the Settlement
8 Administrator will determine the total number of Workweeks worked by each Aggrieved
9 Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well as the
10 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
11 (“PAGA Workweeks”).

12 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the
13 Settlement Administrator will use the following formula: Individual Settlement Share =
14 (Settlement Class Member’s Workweeks worked ÷ Class Workweeks) × Net Settlement
15 Amount.

16 **C.** To determine each Participating Class Member’s Participating Individual
17 Settlement Share, the Settlement Administrator will determine the aggregate number of
18 Workweeks worked by all Participating Class Members during the Class Period (“Participating
19 Class Workweeks”) and use the following formula: Individual Settlement Share =
20 (Participating Class Member’s Workweeks worked ÷ Participating Class Workweeks) × Net
21 Settlement Amount.

22 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
23 to Participating Class Members by way of check and is referred to as “Individual Settlement
24 Payment(s)”.

25 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
26 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
27 PAGA Payment = (Aggrieved Employee’s Workweeks worked ÷ PAGA Workweeks) ×
28 \$12,500.00 (the PAGA Payment).

1 F. Individual Settlement Payments and Individual PAGA Payments shall be paid
2 to Participating Class Members and/or Aggrieved Employees by way of check. When a
3 Participating Class Member is also an Aggrieved Employee, one check may be issued that
4 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

5 **11. DISTRIBUTION OF PAYMENTS**

6 A. **Distribution of Individual Settlement Payments**

7 Participating Class Members will receive an Individual Settlement Payment and
8 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
9 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
10 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
11 calendar days after expiration of the 180-day period, checks for such payments shall be
12 canceled and funds associated with such checks shall be considered unpaid, unclaimed, or
13 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”).
14 The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure
15 section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San
16 Francisco, California 94104, the *cy pres* recipient, for use in Alameda County. The Settlement
17 Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil
18 Procedure section 384 and the report shall be presented to the Court by Class Counsel along
19 with a proposed amended judgment that is consistent with the provisions of Code of Civil
20 Procedure section 384.

21 B. **Funding of Settlement**

22 Defendants shall, no later than ninety (90) calendar days of the Final Approval Date make
23 payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph
24 17 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal
25 Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account
26 (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this
27 Agreement and the Court’s Orders, and subject to the conditions described herein.

28 C. **Time for Distribution**

1 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
2 Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator
3 shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiff, as
4 specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Costs Award
5 to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the
6 Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the
7 LWDA Payment, as specified in this Agreement and approved by the Court; (5) Individual
8 PAGA Payments to Aggrieved Employees, as specified in this Agreement and approved by the
9 Court; and (6) Individual Settlement Payments to Participating Class Members, less applicable
10 taxes and withholdings, as specified in this Agreement and approved by the Court. All interest
11 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
12 Participating Class Members based on the number of Workweeks worked by them in the Class
13 Period.

14 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

15 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
16 fees of up to thirty five percent (35%) of the Gross Settlement Amount, which, unless escalated
17 pursuant to Paragraph 17 of this Agreement, amounts to Five Hundred Twenty-Five Thousand
18 Dollars and Zero Cents (\$525,000.00). Class Counsel shall further apply for, and Defendants
19 shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs
20 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony
21 in an amount up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Awards of
22 attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future
23 attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval of the
24 settlement in Action. The "future" aspect of the amounts stated herein includes, without
25 limitation, all time and expenses expended by Class Counsel (including any appeals therein).
26 There will be no additional charge of any kind to either the Settlement Class Members or request
27 for additional consideration from Defendants for such work unless, Defendants materially breach
28 this Agreement, including any term regarding funding, and further efforts are necessary from

1 Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce
2 the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
3 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
4 be a part of the Net Settlement Amount.

5 **13. SERVICE AWARD TO PLAINTIFF**

6 Named Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an
7 amount not to exceed Seven Thousand Five Hundred and Zero Cents (\$7,500.00) to Plaintiff, for
8 participation in and assistance with the Action. Any Service Award and additional consideration
9 awarded and/or paid to Plaintiff shall be paid from the Gross Settlement Amount and shall be
10 reported on an IRS Form 1099. If the Court approves the Service Award in less than the amounts
11 sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

12 **14. TAXATION AND ALLOCATION**

13 A. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
14 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
15 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
16 agree that the employees' share of taxes and withholdings with respect to the wage portion of the
17 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
18 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
19 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
20 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
21 be made pursuant to applicable state and/or local withholding codes or regulations.

22 B. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
23 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
24 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
25 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
26 set forth in this Section may be modified in a manner to bring Defendants into compliance with
27 any such changes.

1 C. All Employer Taxes shall be paid by Defendants separate, apart, and in addition
2 to the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of
3 payroll taxes as described above.

4 D. Neither Counsel for Plaintiff nor Defendants intend anything contained in this
5 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
6 be relied upon as such within the meaning of United States Treasury Department Circular 230
7 (31 C.F.R. Part 10, as amended) or otherwise.

8 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

9 The Parties agree to allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the
10 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
11 (75%) of the amount allocated toward PAGA (\$37,500.00) will be paid to the LWDA and twenty-
12 five percent (25%) or \$12,500.00 will be distributed to Aggrieved Employees on a *pro rata* basis
13 based upon their respective Workweeks worked as Aggrieved Employees during the PAGA
14 Period.

15 **16. COURT APPROVAL**

16 This Agreement is contingent upon an order by the Court granting Final Approval of the
17 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
18 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
19 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
20 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
21 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
22 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
23 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
24 the Settlement Agreement being voided or not approved, and which control in such an event.

25 **17. INCREASE IN WORKWEEKS**

26 Defendants represent that there are no more than 28,000 Workweeks worked during the
27 Class Period. In the event the number of Workweeks worked increases by more than 10%, or
28 2800 Workweeks worked, then the Gross Settlement Amount shall be increased proportionally

1 by the Workweeks worked in excess of 30,800 multiplied by the Workweek Value. The
2 Workweek Value shall be calculated by dividing the Gross Settlement Amount by 28,000. The
3 Parties agree that the Workweek Value amounts to and the settlement amounts to \$53.57 per
4 Workweek (\$1,500,000 / 28,000 Workweeks). Thus, for example, should there be 35,000
5 Workweeks in the Class Period, then the Gross Settlement shall be increased by \$224,994
6 ((35,000 Workweeks – 30,800 Workweeks) x \$53.57/Workweek.)

7 **18. NOTICE OF JUDGMENT**

8 In addition to any duties set out herein, the Settlement Administrator shall provide
9 notice of the Final Judgment entered in the Action by posting the same on its website for a
10 period of no less than four (4) years.

11 **19. MISCELLANEOUS PROVISIONS**

12 **A. Interpretation of the Agreement**

13 This Agreement constitutes the entire agreement between the Parties with respect to its
14 subject matter. Except as expressly provided herein, this Agreement has not been executed in
15 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
16 written representations or terms shall modify, vary, or contradict its terms. In entering into this
17 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
18 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
19 enforced under the laws of the State of California, both in its procedural and substantive aspects,
20 without regard to its conflict of law provisions. Any claim arising out of or relating to the
21 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
22 Court of the State of California for the County of Alameda, and Plaintiff and Defendants hereby
23 consent to the personal jurisdiction of the Court in the Action over it solely in connection
24 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and
25 each of them, participated in the negotiation and drafting of this Agreement and had available to
26 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendants
27 may claim that any ambiguity in this Agreement should be construed against the other. The
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1 Agreement may be modified only by a writing signed by counsel for the Parties and approved by
2 the Court.

3 **B. Further Cooperation**

4 The Parties and their respective attorneys shall proceed diligently to prepare and execute
5 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
6 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
7 will not take any action inconsistent with this Agreement, including, without limitation,
8 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
9 Party has taken actions inconsistent with the Settlement, including, without limitation,
10 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
11 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
12 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
13 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
14 opt-outs and/or objections.

15 **C. Counterparts**

16 The Agreement may be executed in one or more actual or non-original counterparts, all
17 of which will be considered one and the same instrument and all of which will be considered
18 duplicate originals.

19 **D. Authority**

20 Each individual signing below warrants that he or she has the authority to execute this
21 Agreement on behalf of the Party for whom or which that individual signs.

22 **E. No Third-Party Beneficiaries**

23 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
24 Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-
25 party beneficiaries.

26 **F. Deadlines Falling on Weekends or Holidays**

27 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
28 or legal holiday, that deadline shall be continued until the following business day.

1 **G. Jurisdiction of the Court**

2 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
3 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
4 of this Settlement Agreement and all orders and judgments entered in connection therewith,
5 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
6 interpreting, implementing, and enforcing the settlement embodied in this Settlement
7 Agreement and all orders and judgments entered in connection therewith.

8 **H. Severability**

9 In the event that one or more of the provisions contained in this Agreement shall for any
10 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
11 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
12 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
13 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

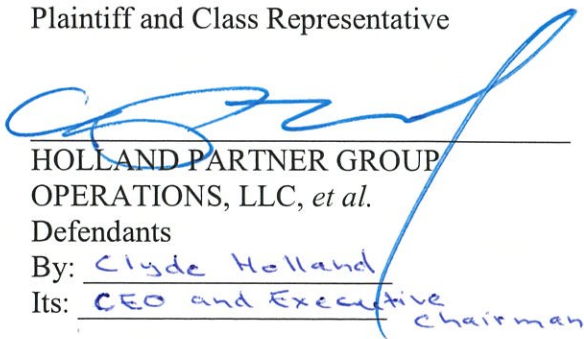
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15 **IT IS SO AGREED:**

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17 Dated: 06 / 06 / 2024, 2024



RECHEL WILLIAMS
Plaintiff and Class Representative

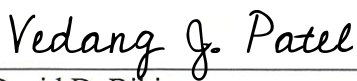
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20 Dated: June 14, 2024



HOLLAND PARTNER GROUP
OPERATIONS, LLC, et al.
Defendants
By: Clyde Holland
Its: CEO and Executive Chairman

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24 **AGREED AS TO FORM:**

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26 Dated: 7/9, 2024



David D. Bibiyan
Vedang J. Patel
Andrew T. Magaline

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Attorneys for Plaintiff RECHEL WILLIAMS on
behalf of herself and all others similarly situated
and aggrieved

Dated: June 6, 2024

Daniel Bass

Ronald W. Makarem

Daniel J. Bass

Attorneys for Plaintiff RECHEL WILLIAMS on
behalf of herself and all others similarly situated
and aggrieved

Dated: June 17, 2024

Kevin D. Reese

Kevin D. Reese

Kayla Lucia

Attorneys for Defendants

HOLLAND PARTNER GROUP

OPERATIONS, LLC, *et al.*