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FILED

By Superior Court of California, County of San Mateo

ON 03/13/2026

By /s/ Vincenzi, Adriana

Deputy Clerk

1 **THE WAND LAW FIRM, P.C.**

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4 *Counsel for Plaintiff and the Settlement Class*

1/26/2026

5 CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

7 **FOR THE COUNTY OF SAN MATEO**

8
9 MARCO UYU CHAMALE, an individual, on
behalf of the State of California,

10 Plaintiff,

11 v.

12 TIMBER & SALT LLC, a California limited
13 liability company; and DOES 1 through 10,
inclusive,

14 Defendants.

Case No.: 23-CIV-04722

MICHAEL MAU

[Hon. ~~Jeffrey R. Finigan~~]

~~[PROPOSED]~~ FINAL APPROVAL ORDER

Date: March 13, 2026

Time: 2:00 p.m.

Dept.: ~~24~~ 20

Action Filed: October 10, 2023

Trial Date: None Set

1 **[PROPOSED] FINAL APPROVAL ORDER**

2 The Court has before it Plaintiff Marco Uyu Chamale’s (“Plaintiff”) unopposed Motion for
3 Final Approval of Class Action Settlement and Motion for Attorneys’ Fees and Costs and Class
4 Representative Service Award.

5 The Court previously granted preliminary approval of the Settlement Agreement entered
6 into between Plaintiff and Defendant Timber & Salt LLC (“Defendant”) (collectively, “the
7 Parties”).¹ The Court conditionally certified the settlement class (the “Class” or “Settlement
8 Class”) for settlement purposes.

9 The Court appointed, for settlement purposes, Aubry Wand of the Wand Law Firm, P.C. as
10 Class Counsel, Plaintiff as representative for the Class, and Xpand Legal (“Xpand”) as the
11 Settlement Administrator.

12 The Court further directed the Parties to execute the Notice Plan, finding that it constituted
13 the best notice practicable under the circumstances and it satisfied due process, subject to the
14 changes set forth in the Court’s preliminary approval order. The Class Notice informed Class
15 Members of the material terms of the Settlement, including, *inter alia*, (a) the nature of the case
16 and claims asserted, (b) the claims process and procedure for Class Members to follow in order to
17 receive compensation under the Settlement; (c) the payments to Class Counsel for attorneys’ fees
18 and costs, payment to the Class Representative Service Award, payment to the Settlement
19 Administrator for Settlement Administration Costs, and payment to the California Labor and
20 Workforce Development Agency (“LWDA”) for PAGA penalties; (d) the claims that Class
21 Members release if they do not exclude themselves from the Settlement, (e) the right of any Class
22 Member to object to the proposed Settlement, and an explanation of the procedures to exercise that
23 right; (f) the right of any Class Member to exclude themselves from the proposed Settlement, and
24
25

26 ¹ Unless otherwise defined, capitalized terms used herein shall have the same meaning as defined
27 in the Settlement Agreement and Addendum thereto (collectively, “Settlement Agreement”).
28 The Settlement Agreement (including Addendum) is attached hereto as **Exhibit A**. The notices
sent to the Class and PAGA Members are attached hereto as **Exhibit B**.

1 an explanation of the procedures to exercise that right; and (g) the date, time, and location of the
2 Final Approval Hearing.

3 Thereafter, Plaintiff filed a Motion for Final Approval of Class Action Settlement and a
4 Motion for Attorneys' Fees and Costs and Class Representative Service Award. Both motions are
5 now before the Court. The Court, upon Notice having been given in conformance with the
6 Preliminary Approval Order, and having considered the proposed Settlement, as well as all papers
7 filed, hereby grant both motions, and **ORDERS AS FOLLOWS:**

8 1. This Court has jurisdiction over the subject matter of the action and over all Parties
9 to the action, including all members of the Settlement Class.

10 2. The Settlement Class, defined as "All persons employed by Defendant in California
11 and classified as non-exempt employees who worked for Defendant during the Class Period
12 (September 11, 2020 through November 10, 2024)" is certified as a Class for settlement purposes
13 pursuant to California Code of Civil Procedure § 382 in that: (a) the Class is so numerous that
14 joinder is impractical; (b) there are questions of law and fact that are common, or of general
15 interest, to the Class, which predominate over any individual issues; (c) Plaintiff's claims are
16 typical of the claims of the Class; (d) Plaintiff and his counsel will fairly and adequately protect
17 the interests of the Class; and (e) a class action is superior to other available methods for the fair
18 and efficient adjudication of the controversy.

19 3. Class and PAGA Members were provided with notice consistent with the Court-
20 approved notice plan. *See* Declaration of Jonathan Paul ("Paul Decl.") ¶ 4.

21 4. The Net Settlement Amount is \$29,479.84. Thus, the average Individual Settlement
22 Payment that will be paid to the 113 Class Members is \$260.88. *Id.* ¶ 13.

23 5. The amount allocated to PAGA penalties is \$10,000, of which \$7,500 will be paid
24 to the LWDA. PAGA Members are defined as "All current and former hourly-paid or non-exempt
25 employees of Defendant in California at any time from August 6, 2022 to November 10, 2024." A
26 total of \$2,500 shall be paid to PAGA Members. These PAGA Members will receive an average
27 payment of \$28.73. *Id.* ¶ 13.

28 6. One Class Member (L. Thoman) submitted a Request for Exclusion. *Id.* ¶ 7.

1 7. Zero Class Members objected to the Settlement. *Id.* ¶ 8.

2 8. The notice provided to the Class, and the Notice Plan approved by the Court,
3 comply with the requirements of California Code of Civil Procedure § 382, California Rules of
4 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
5 law, and constitutes the best notice practicable under the circumstances, by providing individual
6 notice to all Class Members who could be identified through reasonable effort, and by providing
7 due and adequate notice of the proceedings and of the matters set forth therein to the other Class
8 Members. The Class Notice fully satisfied the requirements of due process.

9 9. The Court finds the Settlement was entered into in good faith, that the Settlement is
10 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
11 requirements for final approval of this class action settlement under California law, including
12 California Rules of Court, Rule 3.769.

13 10. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
14 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
15 allegations alleged in the action, nor is this Order a finding of the validity of any claims in the
16 action, or of any wrongdoing by the Defendant, or any of the other Released Parties.

17 11. A class action settlement is presumed to be fair if: ““(1) it is reached through arm’s
18 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
19 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
20 is small.”” *Chavez v. Netflix* (2008) 162 Cal.App.4th 43, 52 (quotation omitted). The Court finds
21 that the Settlement is presumptively fair based on the foregoing factors because it was negotiated
22 based on sufficient information through arm’s-length negotiations, under the auspices of a well-
23 respected mediator, by counsel experienced in wage and hour class action litigation. Moreover, no
24 Class Members have objected to the Settlement.

25 12. Beyond determining whether a settlement is entitled to a presumption of fairness, a
26 court must further consider factors such as: (1) the strength of plaintiffs’ case; (2) the risk and
27 expense of further litigation; (3) the risk of maintaining class status through trial; (4) the amount
28 offered in settlement; (5) the extent of discovery completed; (6) the experience and views of

1 counsel; (7) the presence of a government participant; and (8) and the reaction of the class
2 members to the proposed class settlement. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
3 1801; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723. The Court finds that each of
4 these factors weigh in support final approval.

5 13. First, the Court recognizes there are real risks to Plaintiff and the Class if Plaintiff
6 proceeded with contested litigation. Declaration of Aubry Wand (“Wand Decl.”) ¶ 16-22.

7 14. Second, the amount offered under the Settlement is fair and adequate. Plaintiff
8 represents that the Gross Settlement Amount represents over 10 percent of the maximum damages
9 potential if Plaintiff were able to certify, and then prevail at trial, on his claims. *Id.* ¶¶ 23-24.
10 When balanced against the risks of continued litigation, the Court finds that the Gross Settlement
11 Amount is fair and provides meaningful compensation to the Class.

12 15. Third, the Settlement was reached based on extensive investigation and informal
13 discovery, including analysis of pertinent time and payroll data and other records for the Class. *Id.*
14 ¶¶ 4-8.

15 16. Fourth, Counsel, who is experienced in wage-and-hour class action litigation,
16 endorses the Settlement as fair and reasonable and in the best interest of the Class. *Id.* ¶¶ 26-42.

17 17. Fifth, notice was provided to the LWDA, and it has not indicated that it objects to
18 or opposes the Settlement. *Id.* ¶¶ 12-15.

19 18. Finally, the reaction of the Class to the Settlement is positive. The Class consists of
20 113 employees and none of them objected to the Settlement. Paul Decl. ¶¶ 4, 8.

21 19. Based on consideration of the foregoing factors, and the Court’s familiarity with
22 the litigation, the Court finds that the Settlement is in all respects fair, reasonable, and adequate, is
23 in the best interest of the Class, and is hereby finally approved.

24 20. Upon entry of this Order, compensation to the Settlement Class Members shall be
25 effected pursuant to the terms of the Settlement Agreement.

26 21. In addition to any recovery that Plaintiff may receive as a Settlement Class Member
27 under the Settlement, and in recognition of Plaintiff’s efforts on behalf of the Settlement Class, the
28 Court hereby approves the payment of a Class Representative Service Award in the amount of

1 \$7,500 to Plaintiff. The Court finds that this amount is appropriate based on the factors articulated
2 in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251. As set forth in Plaintiff's
3 declaration, Plaintiff took on risk, both financial and in terms of future employment prospects, by
4 agreeing to act as the Class Representative, devoted considerable time and energy time to this
5 action for the benefit of the Class, agreed to a section 1542 waiver, which does not apply to the
6 release of Class Members, and achieved an excellent result for the Class. Declaration of Marco
7 Uyu Chamale ("Chamale Decl.") ¶¶ 6-9.

8 22. With respect to attorneys' fees, the Court approves the amount of \$32,667 based on
9 both the percentage of recovery and lodestar methods.

10 23. The Court can utilize the percentage of the recovery method. *See Laffitte v. Robert*
11 *Half International Inc.* (2016) 1 Cal.5th 480, 503 ("when class action litigation establishes a
12 monetary fund for the benefit of class members, and the trial court in its equitable powers awards
13 class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by
14 choosing an appropriate percentage of the fund created."). The Gross Settlement Amount
15 represents a true common fund, as Defendant is obligated to pay this entire amount, and no portion
16 of the Gross Settlement Amount will revert to Defendant.

17 24. In addition, the Court finds that the requested fees, which represent one-third of the
18 Gross Settlement Amount, are reasonable and appropriate. *See In re Consumer Privacy Cases*
19 (2009) 175 Cal.App.4th 545, 558 n.13 ("Empirical studies show that, regardless whether the
20 percentage method or the lodestar method is used, fee awards in class actions average around one-
21 third of the recovery."); *Singer v. Becton Dickinson & Co.*, No. 08-CV-821-IEG (BLM), 2010 WL
22 2196104, at *8 (S.D. Cal. Jun. 1, 2010) (approving fee award of 33.33% of the fund and citing two
23 cases approving fees of 40% of the fund); *Fernandez v. Victoria Secret Stores, LLC*, No. CV-06-
24 04149-MMM (SHx), 2008 WL 8150856, at *16 (C.D. Cal. Jul. 21, 2008) (holding fee award 34%
25 of the fund was fair). Thus, the percentage of the recovery method also supports the requested
26 attorneys' fees.

27 25. The lodestar is a presumptively reasonable fee. *See Perdue v. Kenny A. ex rel. Winn*
28 (2010) 559 U.S. 542, 552. Class Counsel's lodestar to date is \$98,640, Wand Decl. ¶¶ 49-59,

1 which the Court finds reasonable, based on its familiarity with the litigation, which has been
2 ongoing for over one year. A fee award of \$32,667 represents a substantial negative multiplier,
3 which provides further support for the reasonableness of the fee award. *See, e.g., Schiller v.*
4 *David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *23 (E.D. Cal. June
5 11, 2012) ("An implied negative multiplier supports the reasonableness of the percentage fee
6 request."). As explained below, Counsel's lodestar is reasonable and justified.

7 26. The Court finds that the \$11,353.16 in litigation costs incurred, and requested by
8 Class Counsel, were necessary and appropriate. *Id.* ¶ 58.

9 27. Accordingly, the Court approves the payment of attorneys' fees to Class Counsel in
10 the amount of \$32,667, and reimbursement of reasonable litigation expenses in the amount of
11 \$11,353.16, to the Wand Law Firm, P.C.

12 28. The Court approves the payment of settlement administration costs in the amount
13 of \$7,000 to Xpand.

14 29. The Court approves and orders payment in the amount of \$7,500 (which represents
15 75% of the \$10,000 allocated for the PAGA payment) to the LWDA, which represents a fair and
16 equitable sum for resolution of claims raised pursuant to California Labor Code section 2698, *et*
17 *seq.* The Court also approves the amount of \$2,500 (which represents 25% of the \$10,000
18 allocated for the PAGA payment) to PAGA Members.

19 30. The Gross Settlement Amount, the Net Settlement Amount, and the methodology
20 used to calculate and pay each Class Member's and PAGA Members' settlement payments are fair
21 and reasonable, and the Court authorizes the Settlement Administrator to issue individual
22 settlement payments to each Class Member and PAGA Member pursuant to the terms of the
23 Settlement Agreement. The Court also authorizes the Settlement Administrator to issue payment
24 to the LWDA as set forth in this Order.

25 31. All Unclaimed Funds from Individual Settlement Payments and Individual PAGA
26 Payments shall be paid to shall be sent to the California State Controller for deposit in the
27 Unclaimed Property Fund.

28 32. Upon the Effective Date, Plaintiff, and all Settlement Class Members and PAGA

1 Employees, shall have, by operation of this Order and the accompanying Judgment, fully, finally,
2 and forever released, relinquished, and discharged Defendant and Released Parties from all
3 Released Claims as defined under the terms of the Settlement Agreement.

4 33. Upon completion of the administration of the Settlement, Plaintiff shall file a
5 declaration from the Settlement Administrator concerning the amount of money distributed and
6 certifying completion of the administration of the Settlement. A report from Xpand re: distribution
7 of the Settlement funds shall be filed ~~on or before~~ **within 60 days of completion.**

8 34. A Final Accounting hearing shall take place on _____ at _____
9 ~~a.m. / p.m. in this Court.~~ **only if requested by the parties by Stip. and Order.**

10 35. Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees and Costs
11 and Class Representative Service Award are hereby granted, and the Court directs that a judgment
12 shall be entered in accordance with the terms stated herein, and as set forth in the Judgment.

13 36. This Court shall retain jurisdiction with respect to all matters related to the
14 administration and consummation of the Settlement, to enforce the terms of the judgment, and any
15 and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including
16 but not limited to all matters related to the Settlement and the determination of all controversies
17 relating thereto.

18 **IT IS SO ORDERED.**

19
20 DATED: 03/13/2026

Electronically
SIGNED

By /s/ **Mau, Michael**

Honorable ~~Jeffrey R. Finigan~~
Judge of the Superior Court
Michael L. Mau

EXHIBIT A

THE WAND LAW FIRM, P.C.
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TIMBER & SALT LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

MARCO UYU CHAMALE, an individual, on
behalf of the State of California,

Plaintiff,

v.

TIMBER & SALT LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 23-CIV-04722

**CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE**

Assigned for all purposes to Judge Jeffrey
R. Finigan, Dept. 24

Complaint Filed: October 10, 2023
Trial Date: Not yet set

1 This Class Action Settlement and Release (“Settlement Agreement” or “Agreement”) is
2 entered into by and between Plaintiff Marco Chamale Uyu (“Plaintiff”) and Defendant Timber &
3 Salt LLC (“Defendant”) in connection with the case defined as: *Marco Chamale Uyu v. Timber and*
4 *Salt, LLC*, filed in the Superior Court of the State of California, County of San Mateo, Case No. 24-
5 CIV-04722, and any operative complaint. Plaintiff and Defendant are collectively referred to herein
6 as “Parties,” or individually as “Party.” In consideration of the mutual covenants, promises, and
7 agreements set forth herein, the Parties agree, subject to the approval by the Court, that the Action
8 and the Released Claims shall be settled and compromised as between Plaintiff and the Class on the
9 one hand, and Defendant on the other hand, subject to the terms and conditions set forth herein.

10 I. DEFINITIONS

11 1. “Action” means *Uyu v. Timber & Salt LLC*, San Mateo County Superior Court, Case
12 No. 23-CIV-04722.

13 2. “Class” means all persons employed by Defendant in California and classified as
14 non-exempt employees who worked for Defendant during the Class Period.

15 3. “Class Counsel” means Aubry Wand of the Wand Law Firm, P.C.

16 4. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
17 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorney’s fees and
18 expenses, respectively, incurred to prosecute the Action.

19 5. “Class Information” means the following information for each Class Member and
20 PAGA Member in Defendant’s possession: full name; social security number; last known mailing
21 address; and the applicable number of Class Period Workweeks and PAGA Pay Periods for each
22 individual

23 6. “Class Member(s)” means a member of the Class, as either a Participating Class
24 Member or Non-Participating Class Member (including a Non-Participating Class Member who
25 qualifies as a PAGA Member).

26 7. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
27 AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be
28

1 mailed to Class Members in English (with a Spanish translation) in the form, without material
2 variation, attached as Exhibit 1 and incorporated by reference into this Agreement.

3 8. "Class Period" means September 11, 2020 through November 10, 2024.

4 9. "Class Representative" means Plaintiff Marco Chamale Uyu.

5 10. "Class Representative Service Award" means the payment to the Class
6 Representative for initiating the Action and providing services in support of the Action. The Parties
7 agree that the Class Representative will request a Service Payment not to exceed Seven Thousand
8 and Five Hundred Dollars and Zero Cents (\$7,500.00), which is to be paid out of the Gross
9 Settlement Amount. The Parties further agree that Plaintiff's release under the Settlement will
10 include a full general release with California Civil Code section 1542 waiver, in exchange for the
11 class Representative Service Payment. amount that the Court authorizes to be paid to Plaintiff, in
12 addition to Plaintiff's Individual Settlement Payment and Individual PAGA Payment, in recognition
13 of, *inter alia*, his efforts and risks in assisting with the prosecution of the Action and in return for
14 executing a general release with Defendant.

15 11. "Compensable Pay Period(s)" means the number of pay periods worked by each
16 PAGA Member individually and used as a value to calculate Individual PAGA Payments. The
17 number of Compensable Pay Periods for each PAGA Member will be calculated by the Settlement
18 Administrator, based on the Class Information provided by Defendant. The number of Compensable
19 Pay Periods for each PAGA Member will be determined by counting any pay period within the
20 PAGA Period during which a PAGA member worked at least one shift.

21 12. "Total Compensable Pay Periods" means the sum of the Compensable Pay Periods
22 for all PAGA Members determined by the process described in Paragraph 11 above.

23 13. "Compensable Workweek(s)" means the number of weeks worked by each Class
24 Member individually and used as a value to calculate Individual Settlement Payments. The number
25 of Compensable Workweeks for each Class Member will be calculated by the Settlement
26 Administrator, based on the Class Information provided by Defendant. The number of Compensable
27 Workweeks for each Class Member will be determined by counting any calendar week within the
28 Class Period during which a Class Member worked at least one shift.

1 14. “Total Compensable Workweeks” means the sum of the Compensable Workweeks
2 for all Class Members determined by the process described in Paragraph 13 above.

3 15. “Court” means the Superior Court for the County of San Mateo, State of California.

4 16. “Defendant” means named Defendant Timber & Salt LLC.

5 17. “Defendant’s Counsel” means Helene Wasserman and Atticus Lee of Littler
6 Mendelson, PC.

7 18. “Effective Date” means the first business day after the date when all of the following
8 have occurred: (a) this Settlement Agreement has been executed by all Parties and by Class Counsel
9 and Defense Counsel; (b) the Court has given preliminary approval to the Class and PAGA
10 Settlement; (c) notice has been given to the Settlement Class providing them with an opportunity to
11 request exclusion from the Class Settlement; (d) the Court has held a Final Approval and Fairness
12 Hearing and entered a final order and judgment certifying the Settlement Class and approving this
13 Settlement Agreement; (e) Class Counsel has served the notice of final order and judgment to
14 Defense Counsel; and (f) the later of the following events: (1) the expiration of the period for filing
15 any appeal, writ, or other appellate proceeding opposing the Class Settlement has elapsed without
16 any appeal, writ, or other appellate proceeding having been filed; (2) the dismissal of any appeal,
17 writ, or other appellate proceeding opposing the Class Settlement with no right to pursue further
18 remedies or relief; or (3) any appeal, writ, or the issues of such other final appellate order upholding
19 the Court’s final order with no right to pursue further remedies or relief. In this regard, it is the
20 intention of the Parties that the Class Settlement shall not become effective until the Court’s order
21 approving the Class Settlement is completely final and there is no further recourse by an appellant
22 or objector who seeks to contest the Class Settlement.

23 19. “Employer’s Share of Payroll Taxes” means the dollar amount of Defendant’s
24 employer payroll tax obligation on the employee wage portion of the Individual Settlement
25 Payments, including but not limited to, customary withholdings for federal, state and local taxes,
26 and any similar tax or charge. Defendant shall be responsible for paying the Employer’s Share of
27 Payroll Taxes separately from, and in addition to, the Gross Settlement Amount.

20. “Gross Settlement Amount” means Ninety-Eight Thousand Dollars and Zero Cents (\$98,000.00), to be paid by the Defendant in full settlement of the Released Claims asserted in the Action, inclusive of the Individual Class Payments, Class Counsel Fees and Expenses, the Administrator’s Expenses, and the Class Representative Service Payment. Defendant shall separately pay its share of the Employer’s Taxes in addition to the Gross Settlement Amount on the portion of each Individual Settlement Amount allocated as wages, except as provided in Paragraph 22 below. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 10 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. With the sole exception of the Employer’s Share of Payroll Taxes, the Gross Settlement Amount constitutes the total maximum amount that Defendant shall pay under this Settlement.

21. “Individual Class Payment” means Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period, less employee portions of state and federal withholding taxes, including FICA, FUTA and SDI contributions and any other applicable payroll deductions required by law, only to the extent applicable, as a result of the payment of the amount allocated to such Class Members. Individual Settlement Payments are classified as 34% wages and 66% interest and penalties.

22. “Individual PAGA Payment” means each PAGA Member’s pro rata share of 25% of the PAGA penalties calculated according to the number of Workweeks worked during the PAGA Period. Individual PAGA Payments are classified as 100% penalties.

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

24. “LWDA PAGA Payment” means the 75% of the PAGA penalties paid to the LWDA under Labor Code section 2699, subd. (i).

25. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Award, the entire Payment to the LWDA and PAGA Members, and

Settlement Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. If the Court approves less than the amount requested for the foregoing, such amounts will return to the Net Settlement Amount, be paid to Settlement Class Members as Individual Class Payments.

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

27. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

28. “Objection” means a written communication submitted by a Class Member to the Settlement Administrator that contains a clear statement by the Class Member that he or she is objecting to any of the terms of the Settlement. Class Members may also object to the Settlement orally at the Final Approval Hearing without the need to submit a written Objection.

29. “Operative Complaint” means the First Amended Complaint, attached hereto as **Exhibit 2**.

30. “PAGA Member(s)” means a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period.

31. “PAGA Period” means August 6, 2022 through November 10, 2024.

32. “Payment Ratio” means the respective Compensable Workweeks for each Settlement Class Member divided by the Total Compensable Workweeks for all Settlement Class Members.

33. “PAGA Payment Ratio” means the respective Compensable Pay Periods for each PAGA Member divided by the total Compensable Pay Periods for all PAGA Members.

34. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Class Settlement, substantially in the form attached hereto as **Exhibit 3**.

35. “Final Approval Hearing” means the Court’s final hearing to ascertain the fairness, reasonableness, and adequacy of the Class and PAGA Settlement and Motion for Final Approval of the Settlement, after the Court has granted preliminary approval of the Settlement and notice has been provided to the Class the response of the Class to the Settlement has been determined, regarding, *inter alia*, whether final approval of the Settlement is appropriate and the amounts

properly payable for: (a) Individual Settlement Payments; (b) the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (c) the Class Representative Service Award; (d) payment to the LWDA and PAGA Members; and (e) the Settlement Administration Expenses Payment.

36. “Final Approval Order and Judgment” means the Judgment entered by the Court upon granting final approval of the settlement.

37. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement and signed by the Class Member. “Released Parties” means Defendant Timber & Salt LLC and each of its past, present, and future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers, parent, related entities, owners, officers, directors, shareholders, employees, agents, attorneys, principals, representatives, accountants, auditors, consultants, insurers and reinsurers and assigns.

38. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts set forth in the Operative Complaint that arose during the PAGA Period. The PAGA Members shall release their PAGA claims, to the extent they have any interest, in their entirety and may not opt out of the PAGA release.

39. “Response Deadline” means 45 calendar days after the postmark date of the Class Notice that the Settlement Administrator shall mail to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail a written Request for Exclusion from the Settlement; (b) fax, email, or mail a written Objection to the Settlement.. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

40. “Settlement” means the disposition of the Action pursuant to this Agreement and the Judgment.

41. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for notice and administration of this Settlement.

42. “Settlement Administrator” means Xpand Legal Consulting (“Xpand”). The Settlement Administrator shall be responsible for, *inter alia*: (a) printing and mailing the Class

1 Notice to the Class; (b) calculating the Individual Settlement Payments and PAGA Payments based
2 on the Class Information; (c) to the extent applicable, calculating the Employer's Share of Payroll
3 Taxes which Defendant shall pay in addition to the Gross Settlement Amount; (d) receiving and
4 reporting the Requests for Exclusion and Objections submitted by Class Members to the Parties; (e)
5 providing declaration(s) as necessary in support of preliminary and/or final approval of this
6 Settlement; (f) processing and mailing payments to Plaintiff, Class Counsel, the LWDA, and
7 Settlement Class Members and PAGA Members; (g) creating and maintaining a static settlement
8 website where relevant documents and information pertaining to the Settlement will be posted,
9 including *inter alia*, the judgment and amended judgment if applicable; (h) issuing any tax forms as
10 appropriate, (i) within 10 days after the Administrator disburses all funds in the Gross Settlement
11 Amount, preparing a Final Report detailing its disbursements by employee identification number
12 only of all payments made under this Agreement; (j) at least 15 days before any deadline set by the
13 Court, preparing and submitting to Class Counsel and Defense Counsel a signed declaration suitable
14 for filing in Court attesting to its disbursement of all payments required under this Agreement; and
15 (k) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to
16 perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of
17 all Settlement Administrator responsibilities. The Parties agree that they have no financial interest
18 or other relationship with any Party that could create a conflict of interest. Should a conflict of
19 interest or other issue lead to the disqualification of the selected Settlement Administrator, the
20 Parties will meet and confer on a suitable replacement.

21 II. RECITALS

22 1. Operative Complaint. On October 10, 2023, Plaintiff commenced this Action by
23 filing a Complaint alleging a single cause of action against Defendant for civil penalties pursuant
24 to the Private Attorneys' General Act ("PAGA") for (1) failure to pay overtime wages, (2) failure
25 to pay minimum wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5)
26 failure to pay all wages upon termination, (6) failure to timely pay all wages during employment,
27 (7) failure to provide accurate wage statements, and (8) failure to maintain required records.
28

1 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant
2 and the LWDA by sending the PAGA notice.

3 2. Investigation and Discovery. The Parties conducted significant investigation of the
4 facts and law during the prosecution of the Action and before this Settlement was reached. Such
5 discovery and investigation include, *inter alia*, the exchange of information and documents
6 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
7 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated
8 the law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto.

9 3. Mediation and Settlement. On September 11, 2024, the Parties engaged in mediation
10 presided over by Craig Ackermann, Esq, which led to this Agreement to settle the Action. Prior to
11 mediation, Plaintiff obtained, through informal discovery, all personnel file and other documents
12 and data specific to Plaintiff, applicable policies, sample timekeeping, payroll data, and key
13 summary data points and other information pertaining to the putative class members and allegedly
14 aggrieved employees. Plaintiff's investigation was sufficient to satisfy the criteria for court approval
15 set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
16 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

17 4. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
18 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
19 any possible appeals. Plaintiff has also considered the uncertainty and risk of the outcome of further
20 litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are
21 also aware of the burdens of proof necessary to establish liability for the claims asserted in the
22 Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
23 establishing damages for the Class. Based on the foregoing, Plaintiff and Class Counsel have
24 determined that the Settlement set forth in this Settlement Agreement is fair, adequate, and
25 reasonable, and is in the best interests of the Class.

26 5. Defendant's Reasons for Settlement. Defendant has concluded that any further
27 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
28 Defendant's time, energy, and resources have been and, unless this Settlement is completed, will

1 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken
2 into account the risks of further litigation in reaching their decision to enter into this Settlement.
3 Defendant specifically and generally denies all of the claims asserted in the Action and all other
4 Released Claims; denies all allegations and claims as to liability, damages, penalties, interest, fees
5 and all other forms of relief; denies any and all wrongdoing of any kind whatsoever associated with
6 any of the facts or claims alleged in the Action; and makes no concessions or admissions of
7 wrongdoing or liability of any kind whatsoever. Defendant maintains that for any purpose other than
8 settlement, the Action is not suitable or appropriate for class action or representative action
9 treatment. Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth
10 in this Settlement Agreement to put to rest the claims in the Action. As to the Released Claims,
11 Defendant denied and continues to deny each of those claims.

12 6. Plaintiff has not filed a Motion for Class Certification, and the Court has not granted
13 class certification.

14 7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
15 any other pending matter or action asserting claims that will be extinguished or affected by the
16 Settlement.

17 **III. STIPULATION AND AGREEMENT**

18
19 1. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind the
20 Plaintiff, Settlement Class Members, PAGA Members, and Defendant, subject to the terms and
21 conditions hereof.

22 2. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
23 the “acknowledging party” and each Party to this Agreement other than the acknowledging party,
24 an “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written
25 communication or disclosure between or among the Parties or their attorneys and other advisers, is
26 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
27 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
28 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,

1 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
2 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any
3 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
4 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
5 that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party
6 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
7 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
8 acknowledging party of the tax treatment or tax structure of any transaction, including any
9 transaction contemplated by this Agreement.

10 3. Class Certification. Defendant stipulates to class certification pursuant to California
11 Code of Civil Procedure § 382 for purposes of settlement only. If the Court does not grant either
12 preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class
13 certification will be revoked, and the Parties will return to a point in litigation immediately prior to
14 the execution of this Agreement and Defendant may assert all potentially applicable defenses in
15 connection with the Action (e.g., contest whether the Action should be maintained as a class action,
16 contest the merits of the claims being asserted in the Action, etc.).

17 4. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
18 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
19 have this matter presented to the Court for preliminary and final approval.

20 5. LWDA Notice. Plaintiff acknowledges and agrees that he will provide notice to the
21 LWDA of this Settlement in accordance with California Labor Code § 2699(1)(2).

22 6. Releases of Claims: Effective on the date when Defendant fully funds the entire
23 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
24 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against
25 all Released Parties as follows:

- 26 a. Joint Stipulation for Plaintiff to File First Amended Complaint to Add Class
27 Action Wage and Hour Claims. Plaintiff agrees to draft and file a First Amended
28 Complaint to add eight counts of wage and hour allegations as follows, along

1 with the filing of the Motion for Preliminary Approval of the Settlement: 1)
 2 Failure to Provide Meal Periods or Compensation in Lieu Thereof, in violation
 3 of Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001; 2) Failure to
 4 Provide Rest Periods or Compensation in Lieu Thereof, in violation of Labor
 5 Code §§ 226.7 and 512 and IWC Wage Order 5-2001; 3) Failure to Pay Overtime
 6 Wages in violation of Labor Code §§ 510, 1194, 1198 and IWC Wage Order No.
 7 5-2001; 4) Failure to Pay Minimum Wages in violation of Labor Code §§ 1194,
 8 1197 and IWC Wage Order No. 5-2001; 5) Failure to Timely Pay Wages During
 9 Employment in violation of Labor Code § 204; 6) Failure to Pay All Wages Due
 10 to Discharged and Quitting Employees in violation of Labor Code §§ 201-203;
 11 7) Failure to Maintain Required Records in violation of Labor Code §§ 206(a),
 12 1174(d) and IWC Wage Order No. 5-2001; 8) Failure to Furnish Accurate
 13 Itemized Wage Statements in violation of Labor Code § 226(a) and IWC Wage
 14 Order 5-2001..

- 15 b. Release of Class Claims by Settlement Class Members. Participating Class
 16 Members release all claims set forth in the Action that arose during the Class
 17 Period, including but not limited to: failure to provide compliant meal periods
 18 and rest breaks; failure to pay minimum wage and regular rate wages; failure to
 19 pay timely wages at termination; failure to pay timely wages during employment;
 20 failure to provide accurate itemized wage statements; failure to maintain required
 21 records; those claims predicated on the same or similar facts alleged in the First
 22 Amended Complaint; those claims that could have been pled which arise from
 23 the same or similar facts concerning the Plaintiff or the Settlement Class; and
 24 claims based on the alleged violation of California Labor Code sections 200, 201,
 25 201.3, 201.5, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 558, 1194,
 26 1194.2, 1197, *et seq.*, 1198, 1199 and applicable IWC Wage Orders, and
 27 California Code of Regulations, Title 8, section 11000, *et seq.*; any claims for
 28 injunctive relief, declaratory relief, restitution, alleged or which could have been

1 alleged under the facts, allegations and/or claims pleaded in the First Amended
2 Complaint; any and all other claims under California common law, the federal
3 law, and the California Business and Professions Code alleged in or that could
4 have been alleged under the same or similar facts, allegations and/or claims
5 pleaded in the Action and based on the alleged Labor Code violations; and all
6 claims for attorneys' fees, attorneys' costs and costs of administering the
7 settlement.

8 c. Release of PAGA Claims by PAGA Members. PAGA Members release the
9 "Released PAGA Claims" as of the date that the Gross Settlement Amount is
10 fully funded by Defendant.

11 d. Plaintiff's Release. Plaintiff and all persons purporting to act on Plaintiff's behalf
12 or purporting to assert a claim under or through her shall be deemed to have fully,
13 finally, and forever released, settled, compromised, relinquished and discharged
14 any and all of the Released Parties of and from any and all claims, known or
15 unknown, asserted and unasserted, that he has or may have had against Defendant
16 or any of the other Released Parties from the beginning of time through the date
17 Plaintiff signs the Settlement Agreement, including, but not limited to, any claims
18 concerning Plaintiff's employment and/or the termination of his employment
19 with Defendant, any claims based on the California Labor Code (including for
20 wages, bonuses, severance pay, employment benefits, stock options), violation
21 of any personnel policy, any claims based on discrimination, harassment,
22 unlawful retaliation, violation of public policy, wrongful termination, or damages
23 of any kind whatsoever, arising out of any common law torts, contracts, express
24 or implied, any covenant of good faith and fair dealing, any theory of wrongful
25 discharge, any theory of negligence, any theory of retaliation, any legal
26 restriction on any affiliated entity's right to terminate the employment
27 relationship, or any federal, state, local, or other governmental statute, executive
28 order, regulation or ordinance, or common law, or any other basis whatsoever, to

1 the fullest extent provided by law ("Plaintiff's Release"). Plaintiff's Release does
2 not extend to any claims or actions to enforce this Agreement, or to any claims
3 for vested benefits, unemployment benefits, disability benefits, social security
4 benefits, or workers' compensation benefits that arose at any time. Plaintiff
5 acknowledges that Plaintiff may discover facts or law different from, or in
6 addition to, the facts or law that Plaintiff now knows or believes to be true but
7 agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
8 respects, notwithstanding such different or additional facts or Plaintiff's
9 discovery of them.

- 10 e. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
11 purposes of Plaintiff's Release, Plaintiff shall be deemed to have, and by
12 operation of the approval of the Settlement by the Court shall have, expressly
13 waived and relinquished to the fullest extent permitted by law the provisions,
14 rights, and benefits of Section 1542 of the California Civil Code, or any other
15 similar provision under federal or state law that purports to limit the scope of a
16 general release. Plaintiff, for himself, has read Section 1542 of the Civil Code of
17 the State of California, which provides as follows:

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

22 Plaintiff understands that Section 1542 gives the right not to release existing
23 claims of which she is not now aware, unless Plaintiff voluntarily chooses to
24 waive this right. Having been so apprised, Plaintiff nevertheless voluntarily
25 waives the rights described in Section 1542 and elects to assume all risks for
26 claims that now exist in his favor, known or unknown.
27
28

1 7. Settlement Administration. Within thirty (30) calendar days after the Preliminary
2 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.
3 The Class Information shall not be disclosed to Plaintiff, Class Counsel or anyone else external to
4 the Settlement Administrator without the written consent of Defendant, except as to certain
5 information which may be necessary to enable Class Counsel to assist in resolution of, or otherwise
6 respond to, any workweek disputes or objection for Class Members that may arise.

7 8. Notice to the Class. Upon receipt of the Class Information, the Settlement
8 Administrator will perform a search based on the National Change of Address Database to update
9 and correct any known or identifiable address changes. Within fourteen (14) calendar days after
10 receiving the Class Information, the Settlement Administrator shall mail copies of the Class Notice
11 to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise
12 its best judgment to determine the current mailing address for each Class Member. The address
13 identified by the Settlement Administrator as the current mailing address shall be presumed to be
14 the best mailing address for each Class Member.

15 a. The Class Notice and Procedure Comports with Due Process. The Parties
16 agree that the notice procedures outlined in this Agreement provide the best and most practical
17 method of giving notice to the Class and fully comply with due process and all applicable laws and
18 rules.

19 b. Undeliverable Notices. The Administrator must conduct a Class Member
20 Address Search for all other Class Members whose checks are returned undelivered without USPS
21 forwarding address. Within 10 days of receiving a returned check the Administrator must re-mail
22 checks to the USPS forwarding address provided or to an address ascertained through the Class
23 Member Address Search. The Administrator need not take further steps to deliver checks to Class
24 Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly
25 send a replacement check to any Class Member whose original check was lost or misplaced,
26 requested by the Class Member prior to the void date.

27 c. Disputes Regarding Individual Settlement Payments. Class Members will
28 have the opportunity, should they disagree with Defendant's records regarding the dates of

1 employment stated in the Class Notice and/or the number of Compensable Workweeks attributed to
2 them, to provide documentation and/or an explanation to show contrary information by the
3 Response Deadline. The dispute form must: (a) contain the full name, address, and telephone
4 number of the Class Member, and the last four digits of the Class Member's social security number
5 or full employee ID number; (b) contain the case name and case number; (c) a clear statement by
6 the Class Member that he or she is disputing the number of Compensable Workweeks and the basis
7 for the dispute; (d) be signed by the Class Member; and (e) be postmarked or e-mailed by the
8 Response Deadline. The date of the postmark on the return mailing envelope on the dispute form,
9 or the date the e-mail is sent, shall be the exclusive means used to determine whether it has been
10 timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties to
11 determine whether an adjustment is warranted. The Settlement Administrator shall then determine
12 the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
13 Agreement. In the absence of circumstances indicating fraud, manipulation or destruction,
14 Defendant's records shall be given a rebuttable presumption of accuracy.

15 d. Requests for Exclusion. Class Members who wish to exclude themselves
16 from the Settlement must mail to the Settlement Administrator a Request for Exclusion by the
17 Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and
18 telephone number of the Class Member, and the last four digits of the Class Member's social security
19 number; (b) contain the case name and case number; (c) a clear statement by the Class Member that
20 he or she is electing to be excluded from the Settlement; (d) be signed by the Class Member; and
21 (e) be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return
22 mailing envelope on the Request for Exclusion, or the date the e-mail is sent, shall be the exclusive
23 means used to determine whether it has been timely submitted. Any Class Member who requests to
24 be excluded from the Settlement Class shall not be entitled to any Individual Settlement Payment,
25 shall not release any of the Released Claims by Settlement Class Members, and shall not have any
26 right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely
27 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
28 Settlement and any Final Approval Order and Judgment entered in this Action.

1 e. Objections. Settlement Class Members who wish to object to the Settlement
2 may do so orally at the Final Approval Hearing without the need to submit a written Objection, or
3 by mailing to the Settlement Administrator a written Objection by the Response Deadline. The
4 written Objection must: (a) contain the full name, address, and telephone number of the Class
5 Member, and the last four digits of the Class Member's social security number; (b) contain the case
6 name and case number; (c) the dates of employment of the Class Member; (d) state whether the
7 Class Member intends to appear at the final approval hearing; (e) be signed by the Class Member;
8 (f) state the basis for the Objection, including any legal briefs, papers or memoranda in support of
9 the Objection; and (g) be postmarked or e-mailed by the Response Deadline. The date of the
10 postmark on the return mailing envelope on the written Objection, or the date the e-mail is sent,
11 shall be the exclusive means used to determine whether the written Objection has been timely
12 submitted. Settlement Class Members who fail to make Objections in the manner specified above
13 shall be deemed to have waived any objections and shall be foreclosed from making any objections
14 (whether by appeal or otherwise) to the Settlement. Class Counsel shall not represent any Class
15 Members with respect to any Objections. The Settlement Administrator will provide the Parties with
16 any written Objection within seven (7) calendar days of receipt. Plaintiff will file all written
17 Objections with the Court in advance of the Final Approval Hearing.

18 9. Funding Gross Settlement Amount. One-half of the Gross Settlement Amount
19 (\$49,000.00) will be due to the Settlement Administrator 30 days after the Court grants Final
20 Approval, but in no event shall it be payable earlier than June 11, 2025. The remaining one-half of
21 the Gross Settlement Amount (\$49,000.00), plus the Employer's Share of Payroll Taxes, shall be
22 due the later of 6 months after the initial payment to the Settlement Administrator.

23 10. Allocation of Settlement. The Administrator will make and deduct the following
24 payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
25 Approval:

- 26 a) Payments to Settlement Class Members. Individual Settlement Payments will be paid
27 from the Net Settlement Amount and shall be calculated by (a) dividing the Net
28 Settlement Amount by the total number of Workweeks worked by all Participating Class

Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' last known mailing address.

- i. Tax Allocation of Individual Class Payments. The Settlement Administrator will allocate 34% of each Participating Class Member's Individual Class Payment to the settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 66% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- iii. Un-Negotiated Settlement Checks to Settlement Class Members and PAGA Members. Individual Settlement Payment and PAGA Payment checks shall remain negotiable for one hundred and twenty (120) calendar days from the postmark date of issuance. If the check is not cashed, deposited, or otherwise negotiated within the 120-day deadline, the check will be voided, and the funds associated with any such voided checks shall be sent to the California State Controller for deposit in the Unclaimed Property Fund. In compliance with California Code of Civil Procedure § 384, after all amounts paid to Class Members have been made (i.e., the time for Class Members to negotiate the checks has expired), the Settlement Administrator shall provide a report, and if

there are any remaining unclaimed funds (i.e., funds from checks not negotiated by Class Members), the Final Approval Order and Judgment shall be amended to direct said funds to be paid to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual.

b) Payments to the LWDA and PAGA Members. Of the \$10,000 allocated to PAGA penalties, 75% shall be allocated to the LWDA Payment and 25% shall be allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment share by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

c) Certification by Settlement Administrator. The Parties have the right to monitor and review administration of the Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for the Parties, and which shall be filed with the Court as necessary.

d) Settlement Awards Do Not Trigger Additional Benefits. All monies received by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely in the year in which such awards actually are received by the Settlement Class Members. It is expressly understood and agreed that the receipt of such Individual

1 Settlement Payments will not entitle any Settlement Class Member to additional
2 compensation or benefits under any company compensation or benefit plan or agreement
3 in place during the period covered by the Settlement, nor will it entitle any Settlement
4 Class Member to any increased pension and/or retirement, or other deferred
5 compensation benefits. It is the intent of this Settlement that any Individual Settlement
6 Payments provided for in this Agreement are the sole payments to be made by Defendant
7 to the Settlement Class Members in connection with this Settlement, and that the
8 Settlement Class Members are not entitled to any new or additional compensation or
9 benefits as a result of having received the Individual Settlement Payments
10 (notwithstanding any contrary language or agreement in any benefit or compensation
11 plan document that might have been in effect during the period covered by this
12 Settlement).

- 13 e) Class Representative Service Award. Defendant agrees not to oppose Plaintiff's request
14 for a Class Representative Service Award of up to \$7,500.00 to Plaintiff, subject to
15 Court approval. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff
16 in connection with the Class Representative Service Award payment. Plaintiff shall be
17 solely and legally responsible to pay any and all applicable taxes on his Class
18 Representative Service Award and shall hold harmless Defendant and Class Counsel
19 from any claim or liability for taxes, penalties, or interest arising as a result of the Class
20 Representative Service Award payment. The Class Representative Service Award shall
21 be in addition to Plaintiff's Individual Settlement Payment and PAGA Payment. The
22 amount of the Class Representative Service Payment is not a material term of this
23 settlement and denial or reduction of the amount of this Payment is not grounds to void
24 this settlement or appeal an order on this settlement. As part of the motion for Class
25 Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court
26 approval for any Class Representative Service Payments no later than 16 court days prior
27 to the Final Approval Hearing. Any amounts requested by Plaintiff for the Class
28 Representative Service Award that is not granted by the Court shall return to the Net

1 Settlement Amount and be distributed to Settlement Class Members as provided in this
2 Agreement.

3 f) Class Counsel Award. Defendant agrees not to oppose Class Counsel's request for
4 attorneys' fees not to exceed one-third of the Gross Settlement Amount, or \$32,667.00.
5 Defendant further agrees not to oppose Class Counsel's request for the reimbursement
6 of costs or expenses associated with Class Counsel's prosecution of this matter from the
7 Gross Settlement Amount not to exceed \$15,000.00. Plaintiff and/or Class Counsel will
8 file a Motion for Class Counsel Fees Payment and Class Litigation Expenses Payment
9 no later than 16 court days prior to the Final Approval Hearing. The amount of the Class
10 Counsel Fees Payment and Class Counsel Litigation Expenses Payment is not a material
11 term of this settlement and denial or reduction of the amount of this Payment is not
12 grounds to void this settlement or appeal an order on this settlement. Released Parties
13 shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any
14 claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation
15 Expenses Payment. Class Counsel assumes full responsibility and liability for taxes
16 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
17 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
18 or controversy regarding any division or sharing of any of these Payments.

19 g) Settlement Administration Costs. The Settlement Administrator shall be paid for the
20 costs of administration of the Settlement from the Gross Settlement Amount. The costs
21 of notice and administration for the disbursement of the Gross Settlement Amount shall
22 not exceed \$7,000.00 except for a showing of good cause and as approved by the Court.
23 To the extent the Settlement Administration Costs are less or the Court approves payment
24 less than \$7,000.00, the Administrator will return the remainder to the Net Settlement
25 Amount to be distributed to Settlement Class Members as provided in this Agreement.

26 11. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
27 Class Members, PAGA Payments to PAGA Members, the Class Representative Service Award, the
28 Class Counsel Award, Settlement Administration Costs, and payment to the LWDA, shall all be

distributed by the Settlement Administrator within thirty (30) calendar days of receipt by the Settlement Administrator of the entire Gross Settlement Amount from Defendant. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Settlement Class Members, PAGA Members, Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Agreement.

12. Number of Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates that there are 113 Class Members who collectively worked 3,572 workweeks from during the Class Period, and 105 PAGA Members who collectively worked 1,134 pay periods during the PAGA Period. If there is an increase in 12% or more in workweeks (e.g., there are 4,001 workweeks or more), as of the date of preliminary approval, Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 4,001, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 12% (i.e., if there was an 13% increase in the number of workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

13. Motion for Preliminary Approval: Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Information; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members or PAGA Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class

Members, PAGA Members, and/or the Administrator; and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, PAGA Members, and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

14. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

15. Motion for Final Approval. At least 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

16. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- a. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses

1 Payment shall not constitute a material modification to the Agreement
2 within the meaning of this paragraph.

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

8 c. Waiver of Right to Appeal. Provided the Judgment is consistent with the
9 terms and conditions of this Agreement, the Parties, their respective
10 counsel, and all Participating Class Members who did not object to the
11 Settlement as provided in this Agreement, waive all rights to appeal from
12 the Judgment, including all rights to post-judgment and appellate
13 proceedings, the right to file motions to vacate judgment, motions for new
14 trial, extraordinary writs, and appeals. The waiver of appeal does not
15 include any waiver of the right to oppose such motions, writs or appeals. If
16 an objector appeals the Judgment, the Parties' obligations to perform under
17 this Agreement will be suspended until such time as the appeal is finally
18 resolved and the Judgment becomes final, except as to matters that do not
19 affect the amount of the Net Settlement Amount. Changes to the amount of
20 Class Counsel Fees Payment and Class Counsel Litigation Expenses
21 Payment is not a ground on which to appeal the Judgment.

22 d. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.
23 If the reviewing Court vacates, reverses, or modifies the Judgment in a
24 manner that requires a material modification of this Agreement (including,
25 but not limited to, the scope of release to be granted by Class Members), this
26 Agreement shall be null and void. The Parties shall nevertheless
27 expeditiously work together in good faith to address the appellate court's
28 concerns and to obtain Final Approval and entry of Judgment, sharing, on a

1 50-50 basis, any additional Administration Expenses reasonably incurred
2 after remittitur. An appellate decision to vacate, reverse, or modify the
3 Court's award of the Class Representative Service Payment or any
4 payments to Class Counsel shall not constitute a material modification of
5 the Judgment within the meaning of this paragraph, as long as the Gross
6 Settlement Amount remains unchanged.

7 e. Amended Judgment. If any amended judgment is required under Code of
8 Civil Procedure section 384, the Parties will work together in good faith to
9 jointly submit and a proposed amended judgment.

10 17. Nullification of Settlement Agreement. In the event: (a) the Court declines to
11 conditionally certify the Class or to preliminarily approve the Settlement; (b) the Court does not
12 finally approve the Settlement; (c) the Court does not enter a Final Approval Order and Judgment
13 as provided herein; or (d) the Settlement does not become final for any other reason, this Settlement
14 Agreement shall be null and void and any order or judgment entered by the Court in furtherance of
15 this Settlement shall be treated as void from the beginning. In such cases, the Parties and any funds
16 to be awarded under this Settlement shall be returned to their respective statuses as of the date and
17 time immediately prior to the execution of this Agreement and the Parties shall proceed in all
18 respects as if this Agreement had not been executed, except that any fees already incurred by the
19 Settlement Administrator shall be split equally between the Parties for payment. In the event an
20 appeal is filed from the Court's Final Approval Order and Judgment, or any other appellate review
21 is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
22 other appellate review, and any fees incurred by the Settlement Administrator prior to it being
23 notified of the filing of an appeal from the Court's Final Approval Order and Judgment, or any other
24 appellate review, shall be paid to the Settlement Administrator by the party or person that filed the
25 appeal, within thirty (30) calendar days of said notification.

26 18. Defendant's Right to Rescind. If more than five percent (5%) of the Class Members
27 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
28 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class

1 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
2 the number of Class Members who have submitted timely and valid Requests for Exclusion
3 following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs
4 of settlement administration owed to the Settlement Administrator incurred up to that date.

5 19. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
6 Members or PAGA Members pursuant to this Agreement shall be deemed not to be pensionable
7 earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee
8 benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class
9 Members.

10 20. No Admission of Liability, Class Certification, or Representative Manageability for
11 Other Purposes.. This Agreement represents a compromise and settlement of highly disputed
12 claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant
13 that any of the allegations in the Operative Complaint have merit or that Defendant has any liability
14 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
15 Defendant's defenses in the Action have merit. The Parties agree that class certification and
16 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
17 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to
18 contest certification of any class for any reasons, and Defendant reserves all available defenses to
19 the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds
20 available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
21 willingness to settle the Action will have no bearing on, and will not be admissible in connection
22 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
23 Agreement).

24 21. Confidentiality. Defendant, Plaintiff and Class Counsel will not publicize the
25 Settlement in any way, including but not limited to in the form of press releases or on counsel's firm
26 websites, except as follows: Nothing in this agreement shall preclude Plaintiff's Counsel from
27 communicating with members of the Settlement Class after preliminary approval in accordance with
28 Class Counsel's ethical obligations owed to the Settlement Class Member or from referring to the

1 factual circumstances of this case in counsel's CV or other similar documents that are filed with a
2 court or in another legal forum relating to counsel's prior experience and qualifications.

3 22. No Solicitation. Defendant, Plaintiff and Class Counsel separately agree that they
4 and their respective counsel and employees will not solicit any Settlement Class Member to opt out
5 of or object to the Settlement, or appeal from the Judgment.

6 23. Exhibits and Headings. The terms of this Settlement Agreement include the terms
7 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
8 herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive
9 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference
10 only and do not constitute a part of this Agreement.

11 24. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
12 except such proceedings necessary to implement and complete the Settlement, holding the Action
13 in abeyance pending the final approval hearing to be conducted by the Court.

14 25. Amendment or Modification. This Agreement may be amended or modified only by
15 a written instrument signed by counsel of record for all Parties, subject to the approval of the Court.

16 26. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
17 the entire Agreement among these Parties, and no oral or written representations, warranties, or
18 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
19 representations, warranties, and covenants contained and memorialized in the Agreement and its
20 Exhibits.

21 27. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
22 and represent they are expressly authorized by the Parties whom they represent to negotiate this
23 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
24 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
25 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
26 and use their best efforts to effectuate this Settlement. In the event the Parties are unable to reach
27 agreement on the form or content of any document needed to implement the Settlement, or on any
28 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the

1 Parties may seek the assistance of the Court or the mediator to resolve such disagreement. The
2 persons signing this Agreement on behalf of Defendant represent and warrant that they are
3 authorized to sign this Agreement on behalf of Defendant.

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

8 29. Binding on Successors and Assigns. This Agreement shall be binding upon, and
9 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 30. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel
11 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
12 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
13 10, as amended) or otherwise.

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

17 32. California Law Governs. All terms of this Settlement Agreement and the Exhibits
18 hereto shall be governed by and interpreted according to the laws of the State of California.

19 33. Counterparts and Signatures. This Settlement Agreement may be executed in one or
20 more counterparts. All executed counterparts and each of them shall be deemed to be one and the
21 same instrument. The Parties agree that a facsimile, PDF, or electronic signatures shall be deemed
22 to be as valid and enforceable as original ink signatures. The Parties further agree that they may use
23 DocuSign, an electronic signature technology, to expedite the execution of this Agreement, pursuant
24 to California Civil Code § 1633.7.

25 34. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
26 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
27 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
28 and potential.

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

8 36. Invalidity of Any Provision. Before declaring any provision of this Settlement
9 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
10 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
11 and enforceable.

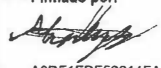
12 37. Enforcement Action. In the event that one more of the Parties institutes any legal
13 action or other proceeding against any other Party or Parties to enforce the provisions of this
14 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the
15 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
16 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
17 enforcement actions.

18 38. Use and Return of Class Information. Data provided to Class Counsel pursuant to
19 Evidence Code section 1152, and all copies and summaries of the Class Information provided to
20 Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
21 connection with the Settlement, may be used only with respect to this Settlement, and no other
22 purpose, and may not be used in any way that violates any existing contractual agreement, statute
23 or California Rules of Court rule. Not later than 90 days after the date when the Court discharges
24 the Settlement Administrator's obligation to provide a Declaration confirming the final pay out of
25 all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Information
26 received from Defendant unless, prior to the Court's discharge of the Settlement Administrator's
27 obligation, Defendant makes a written request to Class Counsel for the return, rather than the
28 destruction, of Class Information.

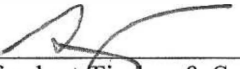
1
2 **IN WITNESS WHEREOF** this Settlement Agreement has been duly executed by and on behalf
3 of the Parties, as follows:

4 **APPROVED AND ACCEPTED.**

5
6 Dated: 1/28/2025

Firmado por:

By: ANDF1FDF52614FA
Plaintiff Marco Chamale Uyu

7
8 Dated: ~~January~~ 2/4, 2025

By: 
Defendant Timber & Salt LLC
Stewart Putney, Owner

9
10
11 DATED: January 28, 2025

THE WAND LAW FIRM. P.C.
By: 
Aubry Wand
Counsel for Plaintiff and Putative Class

12
13
14
15 DATED: ~~January~~ 2/6, 2025

LITTLER MENDELSON P.C.
By: 
Helene Wasserman
Atticus Lee
Counsel for Defendant Timber & Salt LLC

16
17
18
19 4870-0985-5982.1 / 122185-1001

Exhibit 1

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All persons employed by Defendant in California and classified as non-exempt employees who worked for Defendant from September 11, 2020 to November 10, 2024.

According to Defendant's records, you are a member of the Class (a "Class Member").

Insert if applicable: According to Defendant's records, you are also a PAGA Member ("PAGA Member"), defined as all persons employed by Defendant in California and classified as a non-exempt employee who worked for Defendant from August 6, 2022 to November 10, 2024.

Why should you read this Notice?

A settlement (the "Settlement") has been reached in the class action lawsuit entitled *Uyu v. Timber & Salt LLC*, California Superior Court, County of San Mateo, Case No. 23-CIV-04722 (the "Action").

According to Defendant's records, you have been identified as a member of the Class, and therefore are receiving this Notice. Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement intended for the Class ("Class Settlement"), you must act by certain deadlines. If you want to participate in the Class Settlement as proposed, you don't need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Timber & Salt LLC ("Defendant"), for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Class Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Class Settlement. Insert if applicable: According to Defendant's records, you are also a PAGA Member. It is not possible to exclude yourself from the Settlement intended for PAGA Members.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don't like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

What is this case about?

In the Action, Plaintiff alleges on behalf of himself and the Class the following claims against Defendant: (a) failure to prove meal periods; (b) failure to provide rest breaks; (c) failure to overtime wages; (d) failure to pay minimum wages; (e) failure to pay timely wages; (f) failure to pay all wages owed and due upon termination; (g) failure to maintain required records; (h) failure to furnish accurate itemized wage statements; (i) unfair and unlawful business practices; and (j) violation of California Private Attorneys' General Act, California Labor Code § 2699, *et seq.*

Defendant denies any and all wrongdoing, and it maintains that it has fully complied with all laws alleged to have been violated in the Operative Complaint. Defendant notes that this Settlement was established

specifically to avoid the cost of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

THE WAND LAW FIRM, P.C.

Aubry Wand
100 Oceangate, Ste. 1200
Long Beach, CA 90802
Telephone: (310) 590-4503

Defendant's Counsel

LITTLER MENDELSON PC

Helene Wasserman
101 Second Street, Suite 1000
San Francisco, CA 94105
Telephone: (415) 433-1940

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay \$98,000 (the “Gross Settlement Amount”). It is estimated that, subject to Court approval, after deducting the attorney’s fees and costs, service award to Plaintiff, payment to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members for PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$----.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class (“Participating Class Member”). The Net Settlement Amount shall be divided among all Participating Class Members based on the ratio of the number of Compensable Workweeks worked by each Participating Class Member to the total number of Workweeks worked by all Participating Class Members, calculated based on Defendant’s records.

According to Defendant's records, from September 11, 2020 to November 10, 2024, you worked [REDACTED] Compensable Workweeks in California as a non-exempt employee, and therefore, your settlement payment as a Class Member is estimated to be \$ [REDACTED].

Insert if applicable: According to Defendant's records, from August 6, 2022 to November 10, 2024, you worked ____ Compensable Pay Periods in California as a non-exempt employee, and therefore, your PAGA payment is estimated to be \$ ____.

Your settlement payment is only an estimate. Your actual settlement payment may be higher or lower than estimated.

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator at [REDACTED] by mail, postmarked no later than [Response Deadline], or by e-mail to [REDACTED]. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute; and (4) and be signed by you. You may also wish to attach documentation in support of your dispute.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 120 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by Settlement Class Members will be paid to the California State Controller for deposit in the Unclaimed Property Fund.

Your settlement payment as a Class Member is classified as 34% wages / 66% penalties and interest. **Insert if applicable:** Your settlement payment as a PAGA Member is classified as 100% penalties. None of the Parties or attorneys make any representations concerning the tax implications of this payment. You may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees up to \$32,667 (one-third of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to \$15,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Award payment of up to \$7,500 to Plaintiff for his efforts in representing the Class. The cost of administering the Settlement will not exceed \$7,000. A payment in the amount of \$7,500 will be made to the LWDA for its share of PAGA penalties, while \$2,500 will be paid to PAGA Members. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, under state, federal, or local law, alleged or that reasonably could have been alleged based on the allegations set forth in the Operative Complaint that arose during the Class Period.

In addition, PAGA Members shall release all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that arose during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Employees employed by Defendant on or after April 12, 2018, who exclude themselves from the Class shall still receive an PAGA Employee Payment directly from the Settlement Administrator for the amount of each such individual's estimated share of the PAGA Settlement Amount as calculated by the Settlement Administrator. PAGA Employees will not have the opportunity to opt out of, or object to, the PAGA Released Claims. Further, the PAGA Employees are bound by the PAGA Released Claims regardless of whether they cash and/or otherwise negotiate their PAGA Employee Payment.

Released Parties are Defendant and each of its past, present, and future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers, parent, related entities, owners, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers and reinsurers and assigns.

The Effective Date means the first business day after the date when all of the following have occurred: (a) this Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given preliminary approval to the Class and PAGA Settlement; (c) notice has been given to the Settlement Class providing them with an opportunity to request exclusion from the Class Settlement; (d) the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement Agreement; (e) Class Counsel has served the notice of final order and judgment to Defense Counsel; and (f) the later of the following events: (1)

the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Class Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (2) the dismissal of any appeal, writ, or other appellate proceeding opposing the Class Settlement with no right to pursue further remedies or relief; or (3) any appeal, writ, or the issues of such other final appellate order upholding the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Class Settlement shall not become effective until the Court's order approving the Class Settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the Class Settlement.

What are my options with regard to the Class Settlement?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Class Settlement; or (B) exclude yourself from the Class Settlement. If you choose option (A), you may also object to the Class Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Class Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Class Settlement. If you do not want to be part of the Class Settlement, you must mail a Request for Exclusion to the Settlement Administrator at [REDACTED] or e-mail a Request for Exclusion to [REDACTED]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before [REDACTED]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount, but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Member, you will still receive a PAGA payment and be subject to the PAGA release outlined above.

Objecting to the Class Settlement: If you believe the proposed Class Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection. If you wish to object in writing, you must mail to the Settlement Administrator at [REDACTED], a written statement of objection, or e-mail the written objection to [REDACTED]. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) the dates of your employment with Defendant; (4) state whether you intend to appear at the final approval hearing; (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (6) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before [REDACTED]. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You cannot object to the Settlement if you request exclusion from the Class Settlement.

Who is administering the Settlement?

The Court has appointed a neutral company, Xpand Legal Consulting (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The

Settlement Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is as follows:

[INSERT ADMIN CONTACT INFORMATION]

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] in Department 24 of the San Mateo County Superior Court, located at 400 County Center, Redwood City, CA 94063. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the San Mateo County Superior Court, located at 400 County Center, Redwood City, CA 94063.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

Exhibit 2

1 **THE WAND LAW FIRM, P.C.**
Aubry Wand (SBN 281207)
2 100 Oceangate, Suite 1200
Long Beach, CA 90802
3 Telephone: (310) 590-4503
Email: awand@wandlawfirm.com

4 *Counsel for Plaintiff and the Putative Class*

5
6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF SAN MATEO**

8 MARCO UYU, individually, and on behalf of
9 all others similarly situated,

10 Plaintiff,

11 v.

12 TIMBER & SALT LLC, a California limited
liability company; and DOES 1 through 10,
13 inclusive,

14 Defendants.

CASE NO.: 23STCV28559

FIRST AMENDED COMPLAINT

CLASS ACTION

1. Failure to Provide Meal Periods
2. Failure to Provide Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay Timely Wages
6. Failure to Pay All Wages Due to
Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized
Statements
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

10. Penalties Under the Private Attorneys
General Act

DEMAND FOR JURY TRIAL

1. Plaintiff Marco Uyu (“Plaintiff”) brings this class and representative action on behalf himself, the State of California, and all others similarly situated, against Defendant Timber & Salt LLC, and Does 1 through 10, inclusive (“T&S” or “Defendant”), to hold T&S accountable for its wage theft and other violations of California wage-and-hour laws. Plaintiff makes the following allegations on information and belief, except as to allegations pertaining to Plaintiff individually, which are based on his personal knowledge.

INTRODUCTION

2. T&S has implemented common policies and practices that have resulted in systematic violations of California’s Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order(s) predicated on, *inter alia*, the failure to provide meal and rest periods, and failure to provide compensation for missed and otherwise unlawful meal and rest periods, unpaid overtime and minimum wages, failure to timely pay wages, failure to pay all wages owed and due to discharged or quitting non-exempt employees, failure to maintain required records, and failure to furnish accurate itemized wage statements.

JURISDICTION AND VENUE

3. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a resident and citizen of the State of California and T&S regularly conducts business in the State of California. No federal question is at issue because Plaintiff's claims are based solely on California law.

4. Venue is proper in this judicial district and the County of San Mateo because Plaintiff and other Class members performed work for T&S in the County of San Mateo, and a substantial portion of the unlawful actions and omissions, as alleged herein, occurred in the County of San Mateo.

THE PARTIES

5. Plaintiff worked for T&S as a cook, a non-exempt position, at its restaurant in Redwood City, California from 2018 to 2023.

6. On information and belief, T&S is a California limited liability company. At all times

relevant herein, T&S has done business in the State of California as a restaurant.

7. The true names and capacities of Does 1 through 10, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such Defendants under fictitious names. Plaintiff is informed and believes, and thereon alleges, that each Defendants designated as a Doe is in some manner highly responsible for the occurrences alleged herein, and that Plaintiff's and others' injuries and damages, as alleged herein, were proximately caused by the conduct of such Doe Defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and capacities of such Doe Defendants when ascertained.

CLASS ACTION ALLEGATIONS

8. Pursuant to California Code of Civil Procedure § 382, Plaintiff brings this action on behalf of himself and the following Class:

All non-exempt employees who worked for T&S in California from September 11, 2020 to November 10, 2024.

9. Hereinafter, all non-exempt employees that are part of the Class defined in Paragraph 8 above are referred to as “Class members.”

10. Excluded from the Class are the following individuals and/or entities: all individuals who have previously released any legal claims alleged herein; and all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out.

11. Plaintiff reserves the right to name additional Class representatives as may be necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of the proposed Class and/or add subclasses before the Court determines whether certification is appropriate.

12. Plaintiff is a member of the Class.

13. This action is appropriately suited for a class action because:

A. The proposed Class is a significant number. Plaintiff is informed and believes that the proposed Class consists of at least 30 current and former non-exempt employees, rendering joinder impractical.

1 B. This action involves common questions of law and fact to the proposed Class because
2 the action focuses on the T&S's systematic course of unlawful employment policies and practices,
3 which were applied to all non-exempt employees in a uniform fashion, and in violation of the
4 California Labor Code, applicable IWC Wage Order(s), and the California Business and Professions
5 Code. Common questions of law and fact that will drive the resolution of this action include but are
6 not limited to:

- 7 1. Whether T&S failed to provide Class members with legally compliant meal
8 periods, and whether T&S properly paid premium pay as a result of missed and
9 non-compliant meal periods;
- 10 2. Whether T&S failed to provide Class members with legally compliant rest breaks,
11 and whether T&S properly paid premium pay as a result of missed and non-
12 compliant rest breaks;
- 13 3. Whether T&S failed to pay all wages due to Class members that quit or were
14 discharged from employment;
- 15 4. Whether T&S failed to timely pay wages to Class members;
- 16 5. Whether T&S failed to properly calculate and pay overtime wages to Class
17 members;
- 18 6. Whether T&S failed to properly calculate and pay minimum wages to Class
19 members;
- 20 7. Whether T&S failed to maintain required records and accurate wage statements for
21 Class members; and
- 22 8. Whether T&S engaged in unfair and/or unlawful business practices.

23 C. Plaintiff's claims are typical of the proposed Class because the same policies and
24 practices applied to Plaintiff and Class members alike.

25 D. Plaintiff can fairly and adequately protect the interests of all members of the proposed
26 Class because it is in his best interests to prosecute the claims alleged herein to obtain full
27

1 compensation due to the proposed Class for all services rendered and hours worked. Plaintiff has also
2 retained counsel that is experienced in wage-and-hour class action litigation.

3 **FIRST CAUSE OF ACTION**

4 **Failure to Provide Required Meal Periods**

5 **[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

6 ***(On Behalf of Plaintiff and the Class against All Defendants)***

7 14. Plaintiff incorporates herein by specific reference, as though fully set forth, the
8 allegations in paragraphs 1 through 13.

9 15. During the statute of limitations period, T&S has required, permitted or otherwise
10 suffered Plaintiff and Class members to perform work during their meal periods, to completely skip
11 their meal periods, to take late and short meal periods, and T&S has otherwise failed to provide the
12 required meal periods to Plaintiff and Class members as required under California Labor Code §§
13 226.7, 512, and IWC Wage Order No. 5-2001, § 11.

14 16. T&S has implemented several common policies and practices that have caused
15 Plaintiff and Class members to systematically miss and otherwise take non-compliant meal periods.

16 17. Among other things, T&S has overworked Plaintiff and Class members such that they
17 missed or otherwise unable to take compliant meal periods. Additionally, T&S did not adequately
18 notify Class members of their rights to take meal periods or properly schedule meal periods. As a
19 direct consequence, Plaintiff and Class members were required to skip their meal periods altogether,
20 to take them after working longer than five (5) hours, to perform work during their meal periods, or
21 return to work after taking less than a thirty (30) minute meal period.

22 18. Despite work conditions that systematically result in missed and non-compliant meal
23 periods, and in order to keep labor costs down, T&S has implemented a policy and practice of failing
24 to pay meal period premium payments when owed and due.

25 19. In sum, T&S has violated California Labor Code §§ 226.7, IWC Wage Order No. 5-
26 2001, § 11, and the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et. seq.*, by
27 failing to compensate Plaintiff and Class members who were not authorized and permitted to take a
28 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper

1 regular rate of pay for each workday that such a meal period was not authorized or permitted. T&S
2 has further violated California Labor Code §§ 226.7, 510, 1194, 1197, and § 11 IWC Wage Order
3 No. 5-2001, by failing to compensate Plaintiff and Class members for all hours worked during their
4 meal periods.

5 20. As a proximate result of the foregoing violations, Plaintiff and Class members have
6 been damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
7 penalties, expenses, and costs of suit.

8 **SECOND CAUSE OF ACTION**
9 **Failure to Provide Required Rest Breaks**
10 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**
(On Behalf of Plaintiff and the Class against All Defendants)

11 21. Plaintiff incorporates herein by specific reference, as though fully set forth, the
12 allegations in paragraphs 1 through 20.

13 22. During the statute of limitations period, T&S has failed to authorize and permit
14 Plaintiff and Class members to take rest breaks as required under California Labor Code §§ 226.7 and
15 512, and IWC Wage Order No. 5-2001, § 12.

16 23. The same common policies and practices that deprive Plaintiff and Class members
17 from taking their meal periods, as alleged herein, similarly deprive them of their ability to take their
18 rest breaks. Namely, T&S has given Plaintiff and Class members unreasonable amounts of work to be
19 completed within their shift such that rest breaks simply could not be taken. This was the result of
20 systematic understaffing and unrealistic work expectations and requirements. In addition, T&S has
21 failed to adequately notify Plaintiff and Class members of their rights to take rest breaks, has
22 systematically denied them the opportunity to take rest breaks, and has not properly scheduled rest
23 breaks

24 24. T&S has further violated California Labor Code § 226.7, IWC Wage Order No. 5-
25 2001, § 12, and the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et. seq.*, by
26 failing to pay Plaintiff and Class members who were not provided with a rest break one additional
27 hour of compensation at the proper regular rate of pay for each workday that a rest break was not
28

1 provided.

2 25. As a proximate result of the foregoing violations, Plaintiff and Class members have
3 been damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
4 penalties, expenses, and costs of suit.

5 **THIRD CAUSE OF ACTION**
6 **Failure to Pay Overtime Wages**
7 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**
8 ***(On Behalf of Plaintiff and the Class against All Defendants)***

9 26. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in paragraphs 1 through 25.

11 27. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, §
12 3, T&S is required to compensate Plaintiff and Class members for all overtime, which is calculated at
13 one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours
14 per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
15 workday, with double time for all hours worked in excess of twelve (12) hours in any workday and
16 for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any
17 workweek.

18 28. During the statute of limitations period, T&S has failed to compensate Plaintiff and
19 Class members for all overtime hours worked as required under the foregoing provisions of the
20 California Labor Code and IWC Wage Order No. 5-2001, § 3 by, among other methods, requiring,
21 permitting or suffering Plaintiff and Class members to work off-the-clock (including *inter alia*,
22 during meal and rest periods), inaccurately recording time in which Plaintiff and Class members
23 worked, and other methods to be discovered.

24 29. T&S's conduct described herein violates California Labor Code §§ 510, 1194, 1198
25 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203,
26 226, 558, 1194, 1197.1, Plaintiff and Class members are entitled to recover the unpaid balance of
27 wages owed to them by T&S, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **FOURTH CAUSE OF ACTION**
2 **Failure to Pay Minimum Wages**
3 **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**
4 ***(On Behalf of Plaintiff and the Class against All Defendants)***

5 30. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 29.

7 31. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of IWC Wage Order No. 5, and
8 any other applicable IWC Wage Order, payment to an employee of less than the applicable minimum
9 wage for all hours worked in a payroll period is unlawful.

10 32. During the statute of limitations period, the hourly rates for Plaintiff and Class
11 members were near minimum wage. Based on this common practice, T&S has failed to actually pay
12 Plaintiff and Class members minimum wages for all hours worked by, among other methods,
13 requiring, permitting or suffering Plaintiff and Class members to work off-the-clock (including, *inter*
14 *alia*, during meal and rest periods), inaccurately recording time in which Plaintiff and Class members
15 worked, and other methods to be discovered.

16 33. T&S's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4 of
17 IWC Wage Order No. 5, and any other applicable IWC Wage Order. As a proximate result of the
18 aforementioned violations, Plaintiff and Class members have been damaged in an amount according
19 to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
20 and any other applicable law, Plaintiff and Class members are entitled to recover the unpaid balance
21 of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of
22 suit.

23 **FIFTH CAUSE OF ACTION**
24 **Failure to Pay Timely Wages**
25 **[Cal. Lab. Code §§ 204, 210]**
26 ***(On Behalf of Plaintiff and the Class against All Defendants)***

27 34. Plaintiff incorporates herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 33.

35. California Labor Code § 204 provides that all wages earned by any person in any
employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages

1 due upon termination of an employee, are due and payable between the 16th and 26th day of the
2 month during which the labor was performed. California Labor Code § 204 further provides that all
3 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
4 calendar month, other than those wages due upon termination of an employee, are due and payable
5 between the 1st and the 10th day of the following month. California Labor Code § 204 further
6 provides that all wages eared for labor in excess of the normal work period shall be paid no later than
7 the payday for the next regular payroll period.

8 36. During the statute of limitations period, T&S has, among other things, failed to pay
9 Plaintiff and Class members all wages earned and due to them, including, meal and rest period
10 premiums owed and due, within any time period permissible under California Labor Code § 204.

11 37. As a proximate result of T&S's unlawful actions and omissions, Plaintiff and Class
12 members are entitled to all available statutory penalties, including but not limited to, civil penalties
13 pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and other applicable
14 provisions under the California Labor Code and applicable IWC Wage Order, and an award of costs,
15 expenses, and reasonable attorneys' fees.

16 **SIXTH CAUSE OF ACTION**
17 **Failure to Pay All Wages Due to Discharged and Quitting Employees**
18 **[Cal. Lab. Code §§ 201-203]**
(On Behalf of Plaintiff and the Class against All Defendants)

19 38. Plaintiff incorporates herein by specific reference, as though fully set forth, the
20 allegations in paragraphs 1 through 37.

21 39. Pursuant to California Labor Code §§ 201, 202 and 203, T&S is required to pay all
22 earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates
23 that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
24 discharge are due and payable immediately.

25 40. Furthermore, pursuant to California Labor Code § 202, T&S is required to pay all
26 accrued wages due to an employee no later than 72 hours after the employee quits his or her
27 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
28

1 which case the employee is entitled to his or wages at the time of quitting.

2 41. California Labor Code § 203 provides that if an employer willfully fails to pay, in
3 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
4 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
5 compensation to the employee at the same rate for up to 30 workdays.

6 42. During the statute of limitations period, T&S has willfully failed to pay accrued wages
7 and other compensation to Plaintiff and Class members in accordance with California Labor Code §§
8 201 and 202. T&S does not have an adequate policy in place to pay non-exempt employees their final
9 paychecks within the timeframes articulated above. Moreover, because T&S has failed and continues
10 to fail to properly compensate Plaintiff and Class members for all hours worked when due, overtime
11 wages, and compensation for non-compliant meal and rest periods, T&S has also willfully failed and
12 continues to fail to pay accrued wages and other compensation to Plaintiff and Class members in
13 accordance with California Labor Code §§ 201 and 202.

14 43. As a result, Plaintiff and Class members are entitled to all available statutory penalties,
15 including the waiting time penalties provided in California Labor Code § 203, together with interest
16 thereon, as well as all other available remedies.

17 **SEVENTH CAUSE OF ACTION**
18 **Failure to Maintain Required Records**
19 **[Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**
20 ***(On Behalf of Plaintiff and the Class against All Defendants)***

21 44. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in paragraphs 1 through 43.

23 45. During the statute of limitations period, T&S has knowingly and intentionally failed to
24 maintain records as required under California Labor Code §§ 226(a) and 1174(d) and IWC Wage
25 Order No. 5-2001, § 7, including but not limited to, the following records: total daily hours worked
26 by each employee; applicable rates of pay; all deductions; meal periods; time records showing when
27 each employee begins and ends each work period; and accurate itemized statements. Moreover, T&S
28 has not provided non-exempt employees with proper meal and rest periods, but omits from the wage

1 statements such compensation and/or remuneration owed and due. Additionally, T&S has required
2 non-exempt employees to work off-the-clock but failed to record this time or compensate them for
3 this time, which invariably results in inaccurate time and payroll records.

4 46. As a proximate result of T&S's unlawful actions and omissions, Plaintiff and Class
5 members have been damaged in an amount according to proof at trial, and are entitled to all wages
6 earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all
7 available penalties, including but not limited to, penalties pursuant to California Labor Code §§
8 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including
9 but not limited to those provided in California Labor Code § 226(e), as well as all other available
10 remedies.

11 **EIGHTH CAUSE OF ACTION**
12 **Failure to Furnish Accurate Itemized Wage Statements**
13 **[Cal. Lab. Code §§ 226; IWC Wage Order No. 5-2001, § 7]**
(On Behalf of Plaintiff and the Class against All Defendants)

14 47. Plaintiff incorporates herein by specific reference, as though fully set forth, the
15 allegations in paragraphs 1 through 46.

16 48. During the statute of limitations period, T&S has failed to provide Plaintiff and Class
17 members with timely and accurate itemized wage statements. T&S's pay stubs violate California
18 Labor Code § 226 in that T&S has not provided Plaintiff and Class members with compliant meal
19 and rest periods, but failed to include in their wage statements one (1) additional hour of
20 compensation at their regular rates of pay for each missed or non-compliant meal and rest periods, as
21 required under California law. *See Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13 Cal.5th 93, 972
22 ("failure to report premium pay for missed breaks can support monetary liability under section 226
23 for failure to supply an accurate itemized statement reflecting an employee's gross wages earned, net
24 wages earned, and credited hours worked."). Moreover, T&S has not properly paid Plaintiff and
25 Class members regular and overtime wages owed and due to them. T&S has also suffered and
26 permitted Plaintiff and Class members to work off-the-clock without compensation, yet such hours
27 worked and compensation and/or remuneration is not listed on the wage statements.

1 49. As a proximate result of T&S's unlawful actions and omissions, Plaintiff and Class
2 members have been damaged in an amount according to proof at trial, and seek all wages earned and
3 due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all available
4 penalties, including but not limited to penalties pursuant to California Labor Code §§ 226(e), 226.3,
5 and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited
6 to those provided in California Labor Code § 226(e), as well as any other available remedies.

7 **NINTH CAUSE OF ACTION**
8 **Unfair and Unlawful Business Practices**
9 **[Cal. Bus. & Prof. Code § 17200, *et. seq.*]**
 (On Behalf of Plaintiff and the Class against All Defendants)

10 50. Plaintiff incorporates herein by specific reference, as though fully set forth, the
11 allegations in paragraphs 1 through 49.

12 51. Each and every one of T&S's acts and omissions in violation of the California Labor
13 Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to, T&S's
14 failure to provide required meal and rest periods, failure to pay all wages due to discharged or
15 quitting employees or to pay timely wages, failure to furnish accurate itemized wage statements or to
16 maintain required records, and failure to pay proper overtime and minimum wages, constitute an
17 unfair and unlawful business practice under California Business and Professions Code § 17200, *et*
18 *seq.*

19 52. T&S's violations of California wage and hour laws constitute a business practice
20 because the foregoing acts and omissions were done repeatedly over a significant period of time, and
21 in a systematic manner, to the detriment of Plaintiff and Class members.

22 53. T&S has avoided payment of wages, the provision of meal and rest periods, and other
23 benefits as required by the California Labor Code, the California Code of Regulations, and the
24 applicable IWC Wage Order. Further, T&S has failed to record, report, and pay the correct sums of
25 assessment to the state authorities under the California Labor Code and other applicable regulations.

26 54. As a result of these unfair and unlawful business practices, T&S has reaped unfair and
27 illegal profits during the statute of limitations period at the expense of Plaintiff and Class members,
28

1 and members of the public. T&S should be made to disgorge its ill-gotten gains and to restore them to
2 Plaintiff and Class members, in an amount according to proof at the time of trial.

3 **TENTH CAUSE OF ACTION**
4 **Representative Action for Civil Penalties**
5 **[Cal. Lab. Code § 2698, *et seq.*]**
6 ***(On Behalf of Plaintiff and the State of California against All Defendants)***

7 55. Plaintiff incorporates herein by specific reference, as though fully set forth, the
8 allegations in paragraphs 1 through 54, with exception of the allegations in paragraphs 8 through 13.

9 56. Plaintiff has performed work, for T&S's benefit, in the State of California, during the
10 applicable statute of limitations period of August 6, 2022 to November 10, 2024. Plaintiff personally
11 experienced violations of the California Labor Code during his employment with T&S, as alleged
12 herein. Thus, Plaintiff is an "aggrieved employee" who has standing to assert these claims. *Huff v.*
13 *Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757 ("For PAGA standing a
14 plaintiff need only have been employed by the violator and affected by 'one or more' of the alleged
15 violations. (Sec. 2699, subds. (a), (c)"); *see also Holak v. K Mart Corp.*, No. 1:12-cv-00304-AWI-
16 MJS, 2015 WL 2384895, at *5 (E.D. Cal. May 19, 2015) ("By the plain language of the statute, an
17 aggrieved employee need only suffer one of the Labor Code violations alleged against his or her
18 employer to be able to bring a PAGA claim on behalf of...employees who suffered any Labor Code
19 violation at the hands of the employer. Plaintiff need not have actually suffered all of the Labor Code
20 violations she alleges to have taken place for purposes of seeking PAGA penalties.").

21 57. On August 3, 2023, Plaintiff gave written notice by certified mail pursuant to
22 California Labor Code § 2699.3, to the LWDA and T&S, of the specific provisions of the California
23 Labor Code and IWC Wage Order(s) alleged to have been violated, including the facts and theories to
24 support the alleged violations. Within sixty-five (65) calendar days of the postmark date of Plaintiff's
25 notice letter, the LWDA did not inform Plaintiff that it intends to investigate the alleged violations.
26 Nor did T&S respond to any of the allegations contained in the notice letter or attempt to remedy any
27 of the alleged violations. Therefore, Plaintiff has complied with all requirements set forth in
28 California Labor Code § 2699.3 to commence a representative action under the California Private
Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698-2699.5.

58. Pursuant to California Labor Code § 2699, Plaintiff seeks to recover civil penalties under the PAGA for T&S's violations of the provisions of the California Labor Code and IWC Wage Order No. 5-2001 alleged herein:

- a. California Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194, and 1197; and
- b. IWC Wage Order No. 5-2001 §§ 3, 4, 11, and 12.

59. Any civil penalties recovered under this action will be allocated as follows: seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiff and aggrieved employees.

60. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other persons similarly situated, respectfully prays for relief against T&S and Does 1 through 10, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to Plaintiff and Class members, as well as disgorged profits from the unfair and unlawful business practices of T&S;
3. For meal and rest period premium pay pursuant to Cal. Lab. Code § 226.7 and Cal. Code of Reg., Title 8, Section 3395, and IWC Wage Order No. 5-2001;
4. For waiting time penalties pursuant to Cal. Lab. Code § 203;
5. For statutory and civil penalties according to proof;
6. For interest on the unpaid wages at 10 percent per annum pursuant to Cal. Lab. Code §§ 218.6, Cal. Civ. Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
7. For reasonable attorneys' fees and costs pursuant to Cal. Lab. Code §§ 218.5, 226, and Cal. Code Civ. P. § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;

8. For declaratory relief;

9. For an order certifying the First through Ninth Causes of Action as a class action;

10. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as Class counsel; and

11. For such further relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: _____

THE WAND LAW FIRM, P.C.



By: _____

Aubry Wand

Counsel for Plaintiff and the Putative Class

Exhibit 3

1 **THE WAND LAW FIRM, P.C.**
Aubry Wand (SBN 281207)
2 100 Oceangate, Suite 1200
Long Beach, CA 90802
3 Telephone: (310) 590-4503
Email: awand@wandlawfirm.com

4 *Counsel for Plaintiff*

5
6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF SAN MATEO**

8 MARCO UYU CHAMALE, an individual, on
9 behalf of the State of California,

10 Plaintiff,

11 v.

12 TIMBER & SALT LLC, a California limited
liability company; and DOES 1 through 10,
13 inclusive,

14 Defendants.

Case No.: 23-CIV-04722

[Hon. Jeffrey R. Finigan]

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Action Filed: October 10, 2023

Trial Date: None Set

[PROPOSED] PRELIMINARY APPROVAL ORDER

The Court now has before its Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). After reviewing the Motion, the Class Action and PAGA Settlement Agreement and Release ("Settlement Agreement") and exhibits attached thereto, and good cause appearing therefore, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the settlement memorialized in the Settlement Agreement appears to be fair and adequate, and falls within the range of reasonableness, and therefore meets the requirement for preliminary approval.

2. The Court conditionally certifies for settlement purposes the following Class:

All persons employed by Defendant in California and classified as non-exempt employees who worked for Defendant during the Class Period.

The Class Period is September 11, 2020 through November 10, 2024.

3. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

4. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (a) the Class is so numerous that joinder is impractical; (b) there are questions of law and fact that are common, or of general interest, to the Class, which predominate over any individual issues; (c) Plaintiff's claims are typical of the claims of the Class; (d) Plaintiff and his counsel will fairly and adequately protect the interests of the Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. The Court appoints, for settlement purposes, Plaintiff Marco Chamale Uyu as Representative for the Class.

6. The Court appoints, for settlement purposes, Aubry Wand of the Wand Law Firm, P.C., as Counsel for the Class.

7. The Court appoints Xpand Legal Consulting as the Settlement Administrator. The Class Data that will be provided to the Administrator will otherwise remain confidential and will not be

disclosed to anyone, except as required to applicable taxing authorities, to carry out the procedures in the Agreement, or pursuant to Defendant's express written authorization or by order of the Court.

8. The Parties are ordered to carry out the Settlement according to the following implementation schedule:

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	
Last day for Settlement Administrator to mail Class Notice	
Last day for Class Members to submit a dispute re. Workweeks, Request for Exclusion, or written Objection	
Last Day for Plaintiff to file Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Award	
Final Approval Hearing	_____ at _____ a.m. / p.m.

9. The Court approves, as to form and content, the Class Notice (attached as Exhibit 1 to the Settlement Agreement).

10. The Court finds that the method of giving notice to the Class constitutes the best means practicable of providing notice under the circumstances. The Court further finds that the Class Notice and the method of giving notice to the Class meet the requirements of California Code of Civil Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the California and United States Constitutions, and other applicable law.

11. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt-out of and be excluded from the Class as provided in the Class Notice by following the instructions set forth in the Class Notice. Any person who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees shall be sent their share of the PAGA Penalties and will be subject to the

1 release of the Released PAGA Claims regardless of whether they opt-out of the Class. Class Members
2 who have not requested exclusion shall be bound by all determinations of the Court, the Agreement, and
3 the Judgment. A request for exclusion applies only to the individual submitting the request for exclusion,
4 and any attempt to effect an opt-out on behalf of any other individual or individuals (including a group,
5 class, or subclass of individuals) is not permitted and will be deemed invalid.

6 12. To object to the Class Settlement in writing, a Settlement Class Member must submit a
7 Notice of Objection in conformity with the requirements set forth in the Class Notice, to the Settlement
8 Administrator, by mail, postmarked on or before the Response Deadline. Settlement Class Members,
9 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
10 regardless of whether they have submitted a Notice of Objection.

11 13. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall
12 be construed as a concession or admission by Defendant in any way that the claims asserted have any
13 merit or that this Action was properly brought as a class or representative action, and shall not be used as
14 evidence of, or used against Defendant as an admission or indication in any way, including with respect
15 to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of
16 any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
17 Agreement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement or
18 Agreement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in
19 evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including,
20 but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any
21 liability, fault, wrongdoing, omission, concession or damage.

22 14. In the event the Settlement does not become effective in accordance with the terms of the
23 Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to
24 become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the
25 parties shall revert back to their respective positions as of before entering into the Settlement Agreement.
26 The fact that the Court certified the Class for settlement purposes shall not be admissible or have any
27 bearing on the issue of whether any class should be certified in a non-settlement context.
28

1 15. At the Final Approval Hearing, the Court will consider, *inter alia*, whether the Settlement
2 should be finally approved as fair, reasonable and adequate, whether a final judgment should be entered,
3 and whether the payments provided for under the Settlement, including attorneys' fees and costs and
4 class representative service award, should be finally approved and granted.

5 16. Pending the Final Approval Hearing, all proceedings in this Action, other than
6 proceedings necessary to implement the Settlement and this Order, are stayed.

7
8 **IT IS SO ORDERED.**

9
10 DATED: _____

Honorable Jeffrey R. Finigan
Judge of the Superior Court

THE WAND LAW FIRM, P.C.
Aubry Wand (SBN 281207)
100 Oceangate, Suite 1200
Long Beach, CA 90802
Telephone: (310) 590-4503
Email: awand@wandlawfirm.com

Counsel for Plaintiff

Helene Wasserman, Bar No. 130134
hwasserman@littler.com
Jennifer W. Maguire, Bar No. 288875
jmaguire@littler.com

LITTLER MENDELSON P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067
Telephone: 310.553.0308
Fax No.: 800.715.1330

Counsel for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

MARCO UYU CHAMALE, an individual, on
behalf of the State of California,

Plaintiff,

v.

TIMBER & SALT LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.: 23-CIV-04722

[Hon. Jeffrey R. Finigan]

**ADDENDUM TO SETTLEMENT
AGREEMENT**

Action Filed: October 10, 2023
FAC Filed: March 6, 2025
Trial Date: None Set

1 This Addendum to the Settlement Agreement is made and entered into between Plaintiff
2 Marco Uyu Chamale (“Plaintiff”) and Defendant Timber & Salt LLC (“Defendant” or “T&S”)
3 (collectively, the “Parties”).

4 **RECITALS**

5 **WHEREAS**, the Parties entered into a Settlement Agreement, executed by Plaintiff on
6 January 28, 2025 and executed by Defendant on February 4, 2025, and filed with the Court on
7 February 19, 2025, in conjunction with Plaintiff’s Unopposed Motion for Preliminary Approval.

8 **WHEREAS**, on August 15, 2025, the Court issued a tentative ruling granting preliminary
9 approval but instructing that the Parties make several changes to the agreement before final
10 approval;

11 **WHEREAS**, all terms and conditions of the Settlement Agreement are the same except as
12 provided for in this Addendum;

13 **WHEREAS**, Counsel for the Parties are authorized to sign this Addendum pursuant to
14 Paragraph III.25 of the Settlement Agreement, which provides that, “[t]his Agreement may be
15 amended or modified only by a written instrument signed by counsel of record for all Parties,
16 subject to the approval of the Court.”

17 **WHEREAS**, the Parties hereby stipulate to amend the Settlement Agreement as follows:

18 **AMENDMENTS TO SETTLEMENT AGREEMENT**

19 Other than the amendments to the language of the Settlement Agreement specifically stated
20 herein, the language and terms of the Settlement Agreement remain in full and force and effect.

21 **I. Amendment to Class Member Release**

22 The language from Paragraph III.6.b of the Settlement Agreement shall be amended as
23 follows:

24 **Original Language:** “Participating Class Members release all claims set forth in the
25 Action that arose during the Class Period, including but not limited to: failure to provide
26 compliant meal periods and rest breaks; failure to pay minimum wage and regular rate wages;
27 failure to pay timely wages at termination; failure to pay timely wages during employment; failure
28 to provide accurate itemized wage statements; failure to maintain required records; those claims

1 predicated on the same or similar facts alleged in the First Amended Complaint; those claims that
2 could have been pled which arise from the same or similar facts concerning the Plaintiff or the
3 Settlement Class; and claims based on the alleged violation of California Labor Code sections 200,
4 201, 201.3, 201.5, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 558, 1194, 1194.2, 1197, et
5 seq., 1198, 1199 and applicable IWC Wage Orders, and California Code of Regulations, Title 8,
6 section 11000, et seq.; any claims for injunctive relief, declaratory relief, restitution, alleged or
7 which could have been alleged under the facts, allegations and/or claims pleaded in the First
8 Amended Complaint; any and all other claims under California common law, the federal law, and
9 the California Business and Professions Code alleged in or that could have been alleged under the
10 same or similar facts, allegations and/or claims pleaded in the Action and based on the alleged
11 Labor Code violations; and all claims for attorneys' fees, attorneys' costs and costs of
12 administering the settlement."

13 **New Operative Language:** "Participating Class Members release all claims that were
14 raised or reasonably could have been raised based on the facts alleged in the First Amended
15 Complaint that arose during the Class Period, including but not limited to: failure to provide
16 compliant meal periods and rest breaks; failure to pay minimum wage and regular rate wages;
17 failure to pay timely wages at termination; failure to pay timely wages during employment; failure
18 to provide accurate itemized wage statements; failure to maintain required records; including but
19 not limited to alleged violations of California Labor Code sections 200, 201, 201.3, 201.5, 202,
20 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 558, 1194, 1194.2, 1197, et seq., 1198, 1199 and
21 applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000, et seq.;
22 any claims for injunctive relief, declaratory relief, restitution, alleged or which were raised or
23 reasonably could have been raised based on the facts in the First Amended Complaint; any and all
24 other claims under California common law, the federal law, and the California Business and
25 Professions Code that were raised or reasonably could have been raised based on the facts alleged
26 in the First Amended Complaint and based on the alleged Labor Code violations; and all claims
27 for attorneys' fees, attorneys' costs and costs of administering the settlement."

1 **II. Amendment to Response Deadline**

2 The language from Paragraph I.39 of the Settlement Agreement shall be amended as
3 follows:

4 **Original Language:** "Response Deadline means 45 calendar days after the postmark date
5 of the Class Notice that the Settlement Administrator shall mail to Class Members, and shall be
6 the last date on which Class Members may: (a) fax, email, or mail a written Request for Exclusion
7 from the Settlement; (b) fax, email, or mail a written Objection to the Settlement. Class Members
8 to whom Notice Packets are resent after having been returned undeliverable to the Administrator
9 shall have an additional 14 calendar days beyond the Response Deadline has expired."

10 **New Language:** "Response Deadline means 60 calendar days after the postmark date of
11 the Class Notice that the Settlement Administrator shall mail to Class Members, and shall be the
12 last date on which Class Members may: (a) fax, email, or mail a written Request for Exclusion
13 from the Settlement; (b) fax, email, or mail a written Objection to the Settlement. Class Members
14 to whom Notice Packets are resent after having been returned undeliverable to the Administrator
15 shall have an additional 14 calendar days beyond the Response Deadline has expired."

16
17 DATED: August 27, 2025

THE WAND LAW FIRM, P.C.

18
19 By: 

Aubry Wand

Counsel for Plaintiff and Putative Class

20
21
22 DATED: August 27, 2025

LITTLER MENDELSON P.C.

23
24 By: 

Helene Wasserman

Jennifer Maguire

Counsel for Defendant Timber & Salt LLC

EXHIBIT B

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

«Barcode»

Xpand ID: «Xpand_ID»
«FirstName» «LastName»
«Address_1»
«City», «State» «Zip»

Why should you read this Notice?

A settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Chamale v. Timber & Salt LLC*, California Superior Court, County of San Mateo, Case No. 23-CIV-04722 (the “Action”). According to Defendant’s records, you have been identified as a member of the Class, and therefore are receiving this Notice. Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement intended for the Class (“Class Settlement”), you must act by certain deadlines. If you want to participate in the Class Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All persons employed by Defendant in California and classified as non-exempt employees who worked for Defendant from September 11, 2020 to November 10, 2024.

According to Defendant’s records, you are a member of the Class (a “Class Member”).

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Timber & Salt LLC (“Defendant”), for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Class Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Class Settlement. Please see section 7 below for more information.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement. More information on the Final Approval hearing and Settlement Administrator’s contact information are included below in sections 7 and 9.

1. What is this case about?

In the Action, Plaintiff alleges on behalf of himself and the Class the following claims against Defendant: (a) failure to provide meal periods; (b) failure to provide rest breaks; (c) failure to pay overtime wages; (d) failure to pay minimum wages; (e) failure to pay timely wages; (f) failure to pay all wages owed and due upon termination; (g) failure to maintain required records; (h) failure to furnish accurate itemized wage statements; (i) unfair and unlawful business practices; and (j) violation of California Private Attorneys' General Act, California Labor Code § 2699, *et seq.*

Defendant denies any and all wrongdoing, and it maintains that it has fully complied with all laws alleged to have been violated in the Operative Complaint (i.e., the First Amended Complaint filed on March 6, 2025.¹ Defendant notes that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses; however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

2. Who are the attorneys in this Lawsuit?

Class Counsel

THE WAND LAW FIRM, P.C.

Aubry Wand
100 Oceangate, Ste. 1200
Long Beach, CA 90802
Telephone: (310) 590-4503

Defendant's Counsel

LITTLER MENDELSON PC

Helene Wasserman
101 Second Street, Suite 1000
San Francisco, CA 94105
Telephone: (415) 433-1940

3. What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay \$98,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, service award to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members for PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$28,333.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Participating Class Member"). The Net Settlement Amount shall be divided among all Participating Class Members based on the ratio of the number of Compensable Workweeks worked by each Participating Class Member to the total number of Workweeks worked by all Participating Class Members, calculated based on Defendant's records.

According to Defendant's records, from September 11, 2020 to November 10, 2024, you worked «Workweeks_in_Class_Period_9112020_thr» Compensable Workweeks in California as a non-exempt employee, and therefore, your settlement payment as a Class Member is estimated to be \$«Class_Amount».

Your settlement payment is only an estimate. Your actual settlement payment may be higher or lower than estimated.

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator at *Chamale v. Timber & Salt* Settlement Administrator, c/o Xpand

¹ Plaintiff filed the original complaint on October 10, 2023.

Legal Consulting, PO Box 51570, Irvine, CA 92619 by mail, postmarked no later than December 5, 2025, or by e-mail to classaction@xpandlegal.com. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute; and (4) be signed by you. You may also wish to attach documentation in support of your dispute.

4. *When and how will I receive payment?*

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 120 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by Settlement Class Members will be paid to the California State Controller for deposit in the Unclaimed Property Fund.

Your settlement payment as a Class Member is classified as 34% wages / 66% penalties and interest.

5. *How will the lawyers be paid and how will other funds under the Settlement be distributed?*

Class Counsel will ask the Court to award attorneys' fees up to \$32,667 (one-third of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to \$15,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Award payment of up to \$7,500 to Plaintiff for his efforts in representing the Class. The cost of administering the Settlement will not exceed \$7,000. A payment in the amount of \$7,500 will be made to the LWDA for its share of PAGA penalties, while \$2,500 will be paid to PAGA Members. The Court has not finally approved any of these payments. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settlement Class Members.

6. *What claims are being released by the proposed Settlement?*

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims that were raised or reasonably could have been raised based on the facts alleged in the First Amended Complaint that arose during the Class Period, including but not limited to: failure to provide compliant meal periods and rest breaks; failure to pay minimum wage and regular rate wages; failure to pay timely wages at termination; failure to pay timely wages during employment; failure to provide accurate itemized wage statements; failure to maintain required records; including but not limited to alleged violations of California Labor Code sections 200, 201, 201.3, 201.5, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 558, 1194, 1194.2, 1197, et seq., 1198, 1199 and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000, et seq.; any claims for injunctive relief, declaratory relief, restitution, alleged or which were raised or reasonably could have been raised based on the facts in the First Amended Complaint; any and all other claims under California common law, the federal law, and the California Business and Professions Code that were raised or reasonably could have been raised based on the facts alleged in the First Amended Complaint and based on the alleged Labor Code violations; and all claims for attorneys' fees, attorneys' costs and costs of administering the settlement.

In addition, PAGA Members shall release all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that arose during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Employees employed by Defendant on or after April 12, 2018, who exclude themselves from the Class shall still receive an PAGA Employee Payment directly from the Settlement Administrator for the amount of each such individual's estimated share of the PAGA Settlement Amount as calculated by the Settlement Administrator. PAGA Employees will not have the

opportunity to opt out of, or object to, the PAGA Released Claims. Further, the PAGA Employees are bound by the PAGA Released Claims regardless of whether they cash and/or otherwise negotiate their PAGA Employee Payment.

Released Parties are Defendant and each of its past, present, and future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers, parent, related entities, owners, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers and reinsurers and assigns.

The Effective Date means the first business day after the date when all of the following have occurred: (a) this Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given preliminary approval to the Class and PAGA Settlement; (c) notice has been given to the Settlement Class providing them with an opportunity to request exclusion from the Class Settlement; (d) the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement Agreement; (e) Class Counsel has served the notice of final order and judgment to Defense Counsel; and (f) the later of the following events: (1) the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Class Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (2) the dismissal of any appeal, writ, or other appellate proceeding opposing the Class Settlement with no right to pursue further remedies or relief; or (3) any appeal, writ, or the issues of such other final appellate order upholding the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Class Settlement shall not become effective until the Court's order approving the Class Settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the Class Settlement.

7. *What are my options with regard to the Class Settlement?*

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Class Settlement; or (B) exclude yourself from the Class Settlement. If you choose option (A), you may also object to the Class Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Class Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Class Settlement. If you do not want to be part of the Class Settlement, you must mail a Request for Exclusion to the Settlement Administrator at *Chamale v. Timber & Salt* Settlement Administrator, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619 or e-mail a Request for Exclusion to classaction@xpandlegal.com. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before **December 5, 2025**. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount, but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Member, you will still receive a PAGA payment and be subject to the PAGA release outlined above.

Objecting to the Class Settlement: If you believe the proposed Class Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection. If you wish to object in writing, you must mail to the Settlement Administrator at *Chamale v. Timber & Salt* Settlement Administrator, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619, a written statement of objection, or e-mail the written objection to classaction@xpandlegal.com. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case

number; (3) the dates of your employment with Defendant; (4) state whether you intend to appear at the final approval hearing; (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (6) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before **December 5, 2025**. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You cannot object to the Settlement if you request exclusion from the Class Settlement.

8. *Who is administering the Settlement?*

The Court has appointed a neutral company, Xpand Legal Consulting (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is as follows:

Chamale v. Timber & Salt Settlement Administrator
c/o Xpand Legal Consulting
PO Box 51570
Irvine, CA 92619
classaction@xpandlegal.com
Phone/Fax (888) 557-2773

9. *What is the next step in the approval of the Settlement?*

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on March 13, 2026 at 2:00 p.m. in Department 24 of the San Mateo County Superior Court, located at 800 North Humboldt Street, San Mateo, CA 94401. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

10. *How can I get additional information?*

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the San Mateo County Superior Court, located at 400 County Center, Redwood City, CA 94063.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

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AVISO DEL COLECTIVO

*Un tribunal ha autorizado este Aviso. No es una solicitud de representación de un abogado.
Usted no está siendo demandado.*

«Barcode»

Xpand ID: «Xpand_ID»
«FirstName» «LastName»
«Address_1»
«City», «State» «Zip»

¿Por qué debería leer este Aviso?

Se ha llegado a un acuerdo (el "Acuerdo") en la demanda colectiva titulada *Chamale v. Timber & Salt LLC*, Tribunal Superior de California, Condado de San Mateo, Caso N.º 23-CIV-04722 (la "Acción"). Según los registros del Demandado, usted ha sido identificado como miembro del Colectivo y, por lo tanto, recibe este Aviso. Sus opciones se explican con más detalle en este Aviso. Para excluirse u objetar al Acuerdo destinado al Colectivo ("Acuerdo del Colectivo"), tiene que actuar dentro de ciertos plazos. Si desea participar en el Acuerdo colectivo según lo propuesto, no necesita hacer nada para obtener su parte del acuerdo.

¿A quién afecta este Acuerdo propuesto?

El Tribunal ha certificado, solo para fines del acuerdo, el siguiente Colectivo:

Todas las personas empleadas por el Demandado en California y clasificadas como empleados no exentos que trabajaron para el Demandado desde el 11 de septiembre de 2020 hasta el 10 de noviembre de 2024.

Según los registros del Demandado, usted es miembro del Colectivo (un "Miembro del Colectivo").

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO:	
NO HACER NADA	Si no hace nada, se le considerará parte del Colectivo del Acuerdo y recibirá los beneficios del acuerdo. También renunciará a sus derechos de emprender una acción legal por separado contra Timber & Salt LLC ("Demandado"), por las reclamaciones liberadas en virtud del Acuerdo.
EXCLUIRSE DEL COLECTIVO DEL ACUERDO	Si no desea participar en el Acuerdo colectivo, puede excluirse enviando una solicitud por escrito para ser excluido. Sin embargo, si lo hace, no recibirá ningún pago en virtud del Acuerdo colectivo. Consulte la sección 7 más adelante para obtener más información.
OBJETAR	Para objetar al Acuerdo, puede hacerlo oralmente en la Audiencia de Aprobación Final, o puede escribir al Administrador del Acuerdo explicando por qué no le agrada el Acuerdo. Esta opción está disponible solo si no se excluye del Acuerdo. A continuación se incluye más información sobre la audiencia de aprobación final y la información de contacto del Administrador del Acuerdo en las secciones 7 y 9.

1. *¿De qué trata este caso?*

En la Acción, el Demandante alega en su nombre y en el del Colectivo las siguientes reclamaciones contra el Demandado: (a) no proporcionar períodos de comida; b) no proporcionar pausas para el descanso; c) no pagar las horas extras; d) no pagar salarios mínimos; e) no pagar los salarios a tiempo; f) no pagar todos los salarios adeudados y debidos en el momento del despido; (g) no mantener los registros requeridos; (h) no proporcionar estados de salarios detallados y precisos; (i) prácticas comerciales desleales e ilegales; y (j) violación de la Ley General de Abogados Privados de California, Código Laboral de California § 2699, *et seq.*

El Demandado niega todas y cada una de las irregularidades, y sostiene que ha cumplido plenamente con todas las leyes que supuestamente se han violado en la Demanda Operativa (es decir, la Primera Demanda Enmendada presentada el 6 de marzo de 2025).² El Demandado señala que este Acuerdo se estableció específicamente para evitar el costo de proceder con el litigio y no constituye una admisión de responsabilidad por parte del Demandado. El Tribunal no se ha pronunciado sobre los fundamentos de las reclamaciones del Demandante o las defensas del Demandado; sin embargo, el Tribunal ha otorgado la aprobación preliminar de este Acuerdo.

Este Acuerdo es un compromiso alcanzado después de negociaciones de buena fe y en condiciones de plena competencia entre el Demandante y el Demandado (las "Partes"), a través de sus abogados y un mediador. Ambas partes acuerdan que, en vista de los riesgos y gastos asociados con el litigio continuo, este Acuerdo es justo, adecuado y razonable. El Demandante y los Abogados del Colectivo creen que este Acuerdo es en el mejor interés del Colectivo.

2. *¿Quiénes son los abogados en esta demanda?*

Abogados del Colectivo

THE WAND LAW FIRM, P.C.
Aubry Wand
100 Oceangate, Ste. 1200
Long Beach, CA 90802
Teléfono: (310) 590-4503

Abogados del Demandado

LITTLER MENDELSON PC
Helene Wasserman
101 Second Street, Suite 1000
San Francisco, CA 94105
Teléfono: (415) 433-1940

3. *¿Qué recibirá en virtud del Acuerdo?*

Sujeto a la aprobación final del Tribunal, el Demandado pagará \$98,000 (el "Monto Bruto del Acuerdo"). Se estima que, sujeto a la aprobación del Tribunal, después de deducir los honorarios y costos de abogados, la adjudicación del servicio al Demandante, el pago a la Agencia del Desarrollo y la Fuerza Laboral de California ("LWDA") y a los Miembros de PAGA por las sanciones de PAGA, y los costos de administración del acuerdo del Monto Bruto del Acuerdo, habrá un Monto Neto del Acuerdo de al menos \$28,333.

Los Pagos Individuales del Acuerdo se pagarán del Monto Neto del Acuerdo a cada Miembro del Colectivo que no se excluya del Colectivo del Acuerdo ("Miembro del Colectivo Participante"). El Monto Neto del Acuerdo se dividirá entre todos los Miembros del Colectivo Participantes en función de la relación entre el número de Semanas Laborales Compensables trabajadas por cada Miembro del Colectivo Participante y el número total de Semanas Laborales trabajadas por todos los Miembros del Colectivo Participantes, calculado en función de los registros del Demandado.

Según los registros del Demandado, desde el 11 de septiembre de 2020 hasta el 10 de noviembre de 2024, usted trabajó «**Workweeks in Class Period 9112020 thr**» Semanas laborales compensables en California como empleado no exento y, por lo tanto, se estima que el pago de su acuerdo como miembro del Colectivo sea de \$«**Class Amount**».

² El Demandante presentó la demanda original el 10 de octubre de 2023.

El pago del acuerdo es solo una estimación. Su pago real del acuerdo puede ser mayor o menor que el estimado.

Si desea disputar la cantidad de semanas laborales compensables que se le acreditan, debe enviar una disputa por escrito al Administrador del Acuerdo a: *Chamale v. Timber & Salt Settlement Administrator*, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619 por correo, con matasellos del **5 de diciembre de 2025** a más tardar, o por correo electrónico a classaction@xpandlegal.com. La disputa debe: (1) incluir su nombre completo, dirección actual, número de teléfono, los últimos cuatro dígitos de su número de Seguro Social o número de identificación de empleado completo; (2) incluir el nombre y el número de caso; (3) incluir una declaración precisa que explique que desea disputar el número de semanas laborales compensables y la base de su disputa; y (4) estar firmada por usted. También puede adjuntar documentación en apoyo de su disputa.

4. ¿Cuándo y cómo recibiré el pago?

Si el Tribunal otorga la aprobación final del Acuerdo, y solo después de la Fecha de entrada en vigor del Acuerdo que se define a continuación, el Administrador del Acuerdo le enviará un cheque del acuerdo. El proceso de aprobación del acuerdo lleva tiempo, por lo tanto, tenga paciencia.

Cualquier cheque del acuerdo que se le envíe por correo en virtud del Acuerdo será negociable durante 120 días. Si no negocia (es decir, lo cobra o lo ingresa) su cheque del acuerdo durante este período de tiempo, no podrá recibir esos fondos, pero seguirá sujeto a los términos del Acuerdo. Cualquier fondo que no sea negociado oportunamente por los Miembros del Colectivo del Acuerdo se pagará al Contralor del Estado de California para ser depositado en el Fondo de Propiedad No Reclamada.

Su pago del acuerdo como Miembro del Colectivo se clasifica como 34% de salarios / 66% de sanciones e intereses.

5. ¿Cómo se les pagará a los abogados y cómo se distribuirán otros fondos en virtud del Acuerdo?

Los Abogados del Colectivo solicitarán al Tribunal que otorgue honorarios de abogados de hasta \$32,667 (un tercio del Monto Bruto del Acuerdo) y el reembolso de los costos razonables de litigio de hasta \$15,000. Además, los Abogados del Colectivo solicitarán al Tribunal que autorice un pago como Adjudicación por Servicios de Representante del Colectivo de hasta \$7,500 al Demandante por sus esfuerzos en representación del Colectivo. El costo de administrar el Acuerdo no excederá los \$7,000. Se realizará un pago por un monto de \$ 7,500 a la LWDA por su parte de las sanciones de PAGA, mientras que se pagarán \$ 2,500 a los miembros de PAGA. El Tribunal no ha aprobado finalmente ninguno de estos pagos. Cualquiera de estos montos no otorgados por el Tribunal se incluirá en el Monto Neto del Acuerdo y se distribuirá a los Miembros del Colectivo del Acuerdo.

6. ¿Qué reclamaciones se liberan por el Acuerdo propuesto?

A partir de la fecha en que el Demandado financie en su totalidad el Monto Bruto del Acuerdo, y a cambio de la contraprestación prevista en este Acuerdo, los Miembros del Colectivo del Acuerdo liberarán y exonerarán total y definitivamente a las Partes Liberadas, de todas y cada una de las reclamaciones que se plantearon o razonablemente podrían haberse planteado en base a los hechos alegados en la Primera Demanda Enmendada que surgieron durante el Período del Colectivo, incluyendo, entre otros: no proporcionar períodos de comida y descansos conforme a la normativa; no pagar el salario mínimo y los salarios regulares; no pagar los salarios oportunamente en el momento del despido; no pagar los salarios oportunamente durante el empleo; no proporcionar estados de salarios detallados y precisos; no mantener los registros requeridos; incluidas, entre otras, las presuntas violaciones de los artículos 200, 201, 201.3, 201.5, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 558, 1194, 1194.2, 1197, et seq., 1198, 1199 y las Órdenes Salariales de IWC aplicables, y el Código de Regulaciones de California, Título 8, artículo 11000, et seq.; cualquier reclamación por agravio por mandato judicial, medidas declaratorias, restitución, alegadas o que se plantearon o razonablemente podrían haberse planteado en base a los hechos de la Primera Demanda Enmendada; todas y cada una de las demás reclamaciones bajo el derecho consuetudinario de California, la ley federal y el Código Comercial y Profesional de California que se plantearon o razonablemente podrían haberse planteado en base a los hechos alegados en la Primera

Demanda Enmendada y en base a las supuestas violaciones del Código Laboral; y todas las reclamaciones por honorarios de abogados, costos de abogados y costos de administración del acuerdo.

Además, los Miembros de PAGA liberarán todas las reclamaciones por sanciones de PAGA que se alegaron, o razonablemente podrían haberse alegado, en base a los hechos establecidos en la Demanda Operativa que surgieron durante el Período de PAGA. En vista de la naturaleza vinculante de una sentencia de PAGA sobre empleados que no son partes de conformidad con *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), los Empleados de PAGA empleados por el Demandado a partir del 12 de abril de 2018, que se excluyan del Colectivo, seguirán recibiendo un Pago de Empleado de PAGA directamente del Administrador del Acuerdo por el monto de la parte estimada de cada individuo del Monto del Acuerdo de PAGA según lo calculado por el Administrador del Acuerdo. Los empleados de PAGA no tendrán la oportunidad de excluirse ni objetar a las reclamaciones liberadas de PAGA. Además, los Empleados de PAGA están sujetos a las Reclamaciones Liberadas de PAGA, independientemente de si cobran y/o negocian de otro modo su Pago de Empleado de PAGA.

Las Partes Liberadas son el Demandado y cada una de sus subsidiarias, afiliadas, accionistas, miembros, agentes, predecesores, sucesores, adquirentes, matrices, entidades relacionadas, propietarios, funcionarios, directores, accionistas, empleados, agentes, directores, representantes, contadores, auditores, consultores, aseguradores y reaseguradores y cesionarios pasados, presentes y futuros.

La Fecha de entrada en vigor significa el primer día hábil a partir de la fecha en que se ha producido todo lo siguiente: (a) este Acuerdo de resolución haya sido ejecutado por todas las Partes y por los Abogados del Colectivo y los Abogados Defensores; (b) el Tribunal haya dado su aprobación preliminar al Acuerdo del Colectivo y PAGA; (c) se haya notificado al Colectivo del Acuerdo brindándoles la oportunidad de solicitar la exclusión del Acuerdo del Colectivo; (d) el Tribunal haya celebrado una Audiencia de Aprobación Final y Equidad y haya emitido una orden y sentencia finales certificando el Colectivo del Acuerdo y aprobando este Acuerdo de Resolución; (e) los Abogados del Colectivo hayan entregado la notificación de la orden final y el fallo a los Abogados Defensores; y (f) el último de los siguientes eventos: (1) el vencimiento del período para presentar cualquier apelación, escrito u otro procedimiento de apelación que se oponga al Acuerdo del Colectivo haya transcurrido sin que se haya presentado ninguna apelación, escrito u otro procedimiento de apelación; (2) la desestimación de cualquier apelación, auto u otro procedimiento de apelación que se oponga al Acuerdo colectivo sin derecho a buscar más recursos o alivios; o (3) cualquier apelación, auto o las cuestiones de esa otra orden de apelación final que confirme la orden final del Tribunal sin derecho a buscar más recursos o alivios. En este sentido, es la intención de las Partes que el Acuerdo Colectivo no entre en vigor hasta que la orden del Tribunal que apruebe el Acuerdo Colectivo sea completamente definitiva y no haya más recurso por parte de un apelante u objetor que busque la impugnación del Acuerdo Colectivo.

7. ¿Cuáles son mis opciones con respecto al Acuerdo colectivo?

Usted tiene varias opciones en virtud de este Acuerdo. Usted puede: (A) permanecer en el Colectivo y recibir el pago en virtud del Acuerdo del Colectivo; o (B) excluirse del Acuerdo colectivo. Si elige la opción (A), también puede objetar al Acuerdo colectivo.

OPCIÓN A. Permanecer en el colectivo. Si permanece en el Colectivo, recibirá el pago y será representado por los Abogados del Colectivo. Si desea permanecer en el Colectivo y ser elegible para recibir un pago en virtud del Acuerdo del Colectivo, no necesita tomar ninguna medida. Al permanecer en el Colectivo y recibir el dinero del acuerdo, usted acepta la liberación de las Reclamaciones Liberadas como se describe anteriormente.

OPCIÓN B. Si no desea estar sujeto al acuerdo colectivo. Si no desea formar parte del Acuerdo colectivo, debe enviar por correo una Solicitud de exclusión al Administrador del acuerdo a: Chamale v. Timber & Salt Settlement Administrator, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619 o enviar una Solicitud de exclusión por correo electrónico a classaction@xpandlegal.com. Su Solicitud de Exclusión debe: (1) incluir su nombre completo, dirección y número de teléfono, los últimos cuatro dígitos de su número de seguro social; (2), incluir el nombre y el número del caso; y (3) una declaración precisa de que elige ser excluido del Acuerdo; y (4) estar firmada por usted. Para que sea oportuna, su Solicitud de exclusión debe tener matasellos o enviarse por correo electrónico no más tarde del **5 de diciembre de**

2025. Si no presenta una Solicitud de Exclusión válida y oportuna, su Solicitud de Exclusión será rechazada, se le considerará miembro del Colectivo del Acuerdo y estará sujeto a la liberación de las Reclamaciones Liberadas como se describe anteriormente. Si presenta una Solicitud de Exclusión válida y oportuna, *no* tendrá derecho a ningún pago como Miembro del Colectivo del Monto Neto del Acuerdo, pero conservará todas las reclamaciones legales afirmadas en esta Acción contra el Demandado. Si es miembro de PAGA, recibirá un pago de PAGA y estará sujeto a la liberación de PAGA descrita anteriormente.

Objeción al Acuerdo colectivo: Si considera que el Acuerdo colectivo propuesto no es justo, razonable o adecuado de alguna manera, puede objetarlo. Para objetar, puede comparecer en la Audiencia de Aprobación Final y presentar una objeción oral. Si desea objetar por escrito, debe enviar por correo al Administrador del Acuerdo a: *Chamale v. Timber & Salt Settlement Administrator*, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619, una declaración de objeción por escrito, o enviar la objeción por correo electrónico a classaction@xpandlegal.com. La objeción por escrito debe: (1) incluir su nombre completo, dirección y número de teléfono, los últimos cuatro dígitos de su número de seguro social; (2), incluir el nombre y el número del caso; (3) las fechas de su empleo con el Demandado; (4) indicar si tiene intención de comparecer en la audiencia de aprobación final; (5) indicar la base de la Objeción, incluidos los informes legales, documentos o memorandos en apoyo de la Objeción; y (6) estar firmada por usted. Para que sea oportuna, la objeción por escrito debe tener matasellos o enviarse por correo electrónico el **5 de diciembre de 2025** a más tardar. Los Abogados del Colectivo enviarán al Tribunal su objeción por escrito antes de la Audiencia de Aprobación Final. También puede contratar a un abogado por su cuenta para que lo represente en su objeción.

No puede objetar al Acuerdo si solicita la exclusión del Acuerdo colectivo.

8. ¿Quién administra el Acuerdo?

El Tribunal ha designado a una empresa neutral, Xpand Legal Consulting (el "Administrador del Acuerdo") para enviar este Aviso, calcular y realizar pagos, y procesar las Solicitudes de Exclusión de los Miembros del Colectivo. El Administrador del Acuerdo también decidirá las disputas de los Miembros del Colectivo durante las Semanas Laborales, enviará por correo y reenviará los cheques del acuerdo y los formularios de impuestos, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador del Acuerdo es la siguiente:

Chamale v. Timber & Salt Settlement Administrator
c/o Xpand Legal Consulting
PO Box 51570
Irvine, CA 92619
classaction@xpandlegal.com
Teléfono/Fax (888) 557-2773

9. ¿Cuál es el siguiente paso en la aprobación del Acuerdo?

El Tribunal llevará a cabo una Audiencia de Aprobación Final con respecto a la equidad, razonabilidad y adecuación del Acuerdo propuesto y el plan de distribución de los pagos descritos en este documento, el 13 de marzo de 2026 a las 2:00 p.m. en la Sala 24 del Tribunal Superior del Condado de San Mateo, ubicado en 800 North Humboldt Street, San Mateo, CA 94401. La audiencia de aprobación final puede aplazarse sin previo aviso a los Miembros del Colectivo. No está obligado a asistir a la Audiencia de aprobación final para recibir el pago en virtud del Acuerdo.

10. ¿Cómo puedo obtener información adicional?

Este Aviso resume la Acción y los términos básicos del Acuerdo. Para obtener información más completa, puede examinar los alegatos y otros registros de este litigio durante el horario habitual del tribunal en el Tribunal Superior del Condado de San Mateo, ubicado en 400 County Center, Redwood City, CA 94063.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL SOBRE ESTE AVISO

PÁGINA DEJADA EN BLANCO INTENCIONALMENTE

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

«Barcode»

Xpand ID: «Xpand_ID»
«First_Name» «Last_Name»
«NCOA_Address»
«NCOA_City», «NCOA_State» «NCOA_Zip»

Why should you read this Notice?

A settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Chamale v. Timber & Salt LLC*, California Superior Court, County of San Mateo, Case No. 23-CIV-04722 (the “Action”). According to Defendant’s records, you have been identified as a member of the Class, and therefore are receiving this Notice. Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement intended for the Class (“Class Settlement”), you must act by certain deadlines. If you want to participate in the Class Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All persons employed by Defendant in California and classified as non-exempt employees who worked for Defendant from September 11, 2020 to November 10, 2024.

According to Defendant’s records, you are a member of the Class (a “Class Member”).

According to Defendant’s records, you are also a PAGA Member (“PAGA Member”), defined as all persons employed by Defendant in California and classified as a non-exempt employee who worked for Defendant from August 6, 2022 to November 10, 2024.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Timber & Salt LLC (“Defendant”), for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Class Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Class Settlement. Please see section 7 below for more information. According to Defendant’s records, you are also a PAGA Member. It is not possible to exclude yourself from the Settlement intended for PAGA Members.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement. More information on the Final Approval hearing and Settlement

Administrator's contact information are included below in sections 7 and 9.

1. What is this case about?

In the Action, Plaintiff alleges on behalf of himself and the Class the following claims against Defendant: (a) failure to provide meal periods; (b) failure to provide rest breaks; (c) failure to pay overtime wages; (d) failure to pay minimum wages; (e) failure to pay timely wages; (f) failure to pay all wages owed and due upon termination; (g) failure to maintain required records; (h) failure to furnish accurate itemized wage statements; (i) unfair and unlawful business practices; and (j) violation of California Private Attorneys' General Act, California Labor Code § 2699, *et seq.*

Defendant denies any and all wrongdoing, and it maintains that it has fully complied with all laws alleged to have been violated in the Operative Complaint (i.e., the First Amended Complaint filed on March 6, 2025).¹ Defendant notes that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses; however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

2. Who are the attorneys in this Lawsuit?

Class Counsel

THE WAND LAW FIRM, P.C.
Aubry Wand
100 Oceangate, Ste. 1200
Long Beach, CA 90802
Telephone: (310) 590-4503

Defendant's Counsel

LITTLER MENDELSON PC
Helene Wasserman
101 Second Street, Suite 1000
San Francisco, CA 94105
Telephone: (415) 433-1940

3. What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay \$98,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, service award to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members for PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$28,333.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Participating Class Member"). The Net Settlement Amount shall be divided among all Participating Class Members based on the ratio of the number of Compensable Workweeks worked by each Participating Class Member to the total number of Workweeks worked by all Participating Class Members, calculated based on Defendant's records.

According to Defendant's records, from September 11, 2020 to November 10, 2024, you worked «**Workweeks in Class Period 9112020 thr**» Compensable Workweeks in California as a non-exempt employee, and therefore, your settlement payment as a Class Member is estimated to be \$«**Class_Amount**».

¹ Plaintiff filed the original complaint on October 10, 2023.

According to Defendant's records, from August 6, 2022 to November 10, 2024, you worked «Pay Periods in PAGA Period 862022 thr» Compensable Pay Periods in California as a non-exempt employee, and therefore, your PAGA payment is estimated to be \$«PAGA_Amount».

Your settlement payment is only an estimate. Your actual settlement payment may be higher or lower than estimated.

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator at *Chamale v. Timber & Salt* Settlement Administrator, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619 by mail, postmarked no later than December 5, 2025, or by e-mail to classaction@xpandlegal.com. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute; and (4) and be signed by you. You may also wish to attach documentation in support of your dispute.

4. When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 120 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by Settlement Class Members will be paid to the California State Controller for deposit in the Unclaimed Property Fund.

Your settlement payment as a Class Member is classified as 34% wages / 66% penalties and interest. Your settlement payment as a PAGA Member is classified as 100% penalties. None of the Parties or attorneys make any representations concerning the tax implications of this payment. You may wish to consult with your own tax advisors concerning the tax consequences of the Settlement.

5. How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees up to \$32,667 (one-third of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to \$15,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Award payment of up to \$7,500 to Plaintiff for his efforts in representing the Class. The cost of administering the Settlement will not exceed \$7,000. A payment in the amount of \$7,500 will be made to the LWDA for its share of PAGA penalties, while \$2,500 will be paid to PAGA Members. The Court has not finally approved any of these payments. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settlement Class Members.

6. What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims that were raised or reasonably could have been raised based on the facts alleged in the First Amended Complaint that arose during the Class Period, including but not limited to: failure to provide compliant meal periods and rest breaks; failure to pay minimum wage and regular rate wages; failure to pay timely wages at termination; failure to pay timely wages during employment; failure to provide accurate itemized wage statements; failure to maintain required records; including but not limited to alleged violations of California Labor Code sections 200, 201, 201.3, 201.5, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 558, 1194, 1194.2, 1197, et seq., 1198, 1199 and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000, et seq.; any claims for injunctive relief, declaratory relief, restitution, alleged or which were raised or reasonably could have been raised based on the facts in the First Amended Complaint; any and all other

claims under California common law, the federal law, and the California Business and Professions Code that were raised or reasonably could have been raised based on the facts alleged in the First Amended Complaint and based on the alleged Labor Code violations; and all claims for attorneys' fees, attorneys' costs and costs of administering the settlement.

In addition, PAGA Members shall release all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that arose during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Employees employed by Defendant on or after April 12, 2018, who exclude themselves from the Class shall still receive an PAGA Employee Payment directly from the Settlement Administrator for the amount of each such individual's estimated share of the PAGA Settlement Amount as calculated by the Settlement Administrator. PAGA Employees will not have the opportunity to opt out of, or object to, the PAGA Released Claims. Further, the PAGA Employees are bound by the PAGA Released Claims regardless of whether they cash and/or otherwise negotiate their PAGA Employee Payment.

Released Parties are Defendant and each of its past, present, and future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers, parent, related entities, owners, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers and reinsurers and assigns.

The Effective Date means the first business day after the date when all of the following have occurred: (a) this Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given preliminary approval to the Class and PAGA Settlement; (c) notice has been given to the Settlement Class providing them with an opportunity to request exclusion from the Class Settlement; (d) the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement Agreement; (e) Class Counsel has served the notice of final order and judgment to Defense Counsel; and (f) the later of the following events: (1) the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Class Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (2) the dismissal of any appeal, writ, or other appellate proceeding opposing the Class Settlement with no right to pursue further remedies or relief; or (3) any appeal, writ, or the issues of such other final appellate order upholding the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Class Settlement shall not become effective until the Court's order approving the Class Settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the Class Settlement.

7. What are my options with regard to the Class Settlement?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Class Settlement; or (B) exclude yourself from the Class Settlement. If you choose option (A), you may also object to the Class Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Class Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Class Settlement. If you do not want to be part of the Class Settlement, you must mail a Request for Exclusion to the Settlement Administrator at *Chamale v. Timber & Salt* Settlement Administrator, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619 or e-mail a Request for Exclusion to classaction@xpandlegal.com. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before **December 5, 2025**. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you

submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount, but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Member, you will still receive a PAGA payment and be subject to the PAGA release outlined above.

Objecting to the Class Settlement: If you believe the proposed Class Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection. If you wish to object in writing, you must mail to the Settlement Administrator at *Chamale v. Timber & Salt* Settlement Administrator, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619, a written statement of objection, or e-mail the written objection to classaction@xpandlegal.com. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) the dates of your employment with Defendant; (4) state whether you intend to appear at the final approval hearing; (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (6) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before **December 5, 2025**. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You cannot object to the Settlement if you request exclusion from the Class Settlement.

8. *Who is administering the Settlement?*

The Court has appointed a neutral company, Xpand Legal Consulting (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is as follows:

Chamale v. Timber & Salt Settlement Administrator
c/o Xpand Legal Consulting
PO Box 51570
Irvine, CA 92619
classaction@xpandlegal.com
Phone/Fax (888) 557-2773

9. *What is the next step in the approval of the Settlement?*

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on March 13, 2026 at 2:00 p.m. in Department 24 of the San Mateo County Superior Court, located at 800 North Humboldt Street, San Mateo, CA 94401. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

10. *How can I get additional information?*

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the San Mateo County Superior Court, located at 400 County Center, Redwood City, CA 94063.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

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AVISO DEL COLECTIVO

*Un tribunal ha autorizado este Aviso. No es una solicitud de representación de un abogado.
Usted no está siendo demandado.*

«Barcode»

Xpand ID: «Xpand_ID»
«First_Name» «Last_Name»
«NCOA_Address»
«NCOA_City», «NCOA_State» «NCOA_Zip»

¿Por qué debería leer este Aviso?

Se ha llegado a un acuerdo (el "Acuerdo") en la demanda colectiva titulada *Chamale v. Timber & Salt LLC*, Tribunal Superior de California, Condado de San Mateo, Caso N.º 23-CIV-04722 (la "Acción"). Según los registros del Demandado, usted ha sido identificado como miembro del Colectivo y, por lo tanto, recibe este Aviso. Sus opciones se explican con más detalle en este Aviso. Para excluirse u objetar al Acuerdo destinado al Colectivo ("Acuerdo del Colectivo"), tiene que actuar dentro de ciertos plazos. Si desea participar en el Acuerdo colectivo según lo propuesto, no necesita hacer nada para obtener su parte del acuerdo.

¿A quién afecta este Acuerdo propuesto?

El Tribunal ha certificado, solo para fines del acuerdo, el siguiente Colectivo:

Todas las personas empleadas por el Demandado en California y clasificadas como empleados no exentos que trabajaron para el Demandado desde el 11 de septiembre de 2020 hasta el 10 de noviembre de 2024.

Según los registros del Demandado, usted es miembro del Colectivo (un "Miembro del Colectivo").

Según los registros del Demandado, usted también es un Miembro de PAGA ("Miembro de PAGA"), que se define como todas las personas empleadas por el Demandado en California y clasificadas como empleados no exentos que trabajaron para el Demandado desde el 6 de agosto de 2022 hasta el 10 de noviembre de 2024.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO:	
NO HACER NADA	Si no hace nada, se le considerará parte del Colectivo del Acuerdo y recibirá los beneficios del acuerdo. También renunciará a sus derechos de emprender una acción legal por separado contra Timber & Salt LLC ("Demandado"), por las reclamaciones liberadas en virtud del Acuerdo.
EXCLUIRSE DEL COLECTIVO DEL ACUERDO	Si no desea participar en el Acuerdo colectivo, puede excluirse enviando una solicitud por escrito para ser excluido. Sin embargo, si lo hace, no recibirá ningún pago en virtud del Acuerdo colectivo. Consulte la sección 7 más adelante para obtener más información. Según los registros del Demandado, usted también es miembro de

	PAGA. No puede excluirse del Acuerdo destinado a los Miembros de PAGA.
OBJETAR	Para objetar al Acuerdo, puede hacerlo oralmente en la Audiencia de Aprobación Final, o puede escribir al Administrador del Acuerdo explicando por qué no le agrada el Acuerdo. Esta opción está disponible solo si no se excluye del Acuerdo. A continuación se incluye más información sobre la audiencia de aprobación final y la información de contacto del Administrador del Acuerdo en las secciones 7 y 9.

1. *¿De qué trata este caso?*

En la Acción, el Demandante alega en su nombre y en el del Colectivo las siguientes reclamaciones contra el Demandado: (a) no proporcionar períodos de comida; b) no proporcionar pausas para el descanso; c) no pagar las horas extras; d) no pagar salarios mínimos; e) no pagar los salarios a tiempo; f) no pagar todos los salarios adeudados y debidos en el momento del despido; (g) no mantener los registros requeridos; (h) no proporcionar estados de salarios detallados y precisos; (i) prácticas comerciales desleales e ilegales; y (j) violación de la Ley General de Abogados Privados de California, Código Laboral de California § 2699, *et seq.*

El Demandado niega todas y cada una de las irregularidades, y sostiene que ha cumplido plenamente con todas las leyes que supuestamente se han violado en la Demanda Operativa (es decir, la Primera Demanda Enmendada presentada el 6 de marzo de 2025).² El Demandado señala que este Acuerdo se estableció específicamente para evitar el costo de proceder con el litigio y no constituye una admisión de responsabilidad por parte del Demandado. El Tribunal no se ha pronunciado sobre los fundamentos de las reclamaciones del Demandante o las defensas del Demandado; sin embargo, el Tribunal ha otorgado la aprobación preliminar de este Acuerdo.

Este Acuerdo es un compromiso alcanzado después de negociaciones de buena fe y en condiciones de plena competencia entre el Demandante y el Demandado (las "Partes"), a través de sus abogados y un mediador. Ambas partes acuerdan que, en vista de los riesgos y gastos asociados con el litigio continuo, este Acuerdo es justo, adecuado y razonable. El Demandante y los Abogados del Colectivo creen que este Acuerdo es en el mejor interés del Colectivo.

2. *¿Quiénes son los abogados en esta demanda?*

Abogados del Colectivo

THE WAND LAW FIRM, P.C.
Aubry Wand
100 Oceangate, Ste. 1200
Long Beach, CA 90802
Teléfono: (310) 590-4503

Abogados del Demandado

LITTLER MENDELSON PC
Helene Wasserman
101 Second Street, Suite 1000
San Francisco, CA 94105
Teléfono: (415) 433-1940

3. *¿Qué recibiré en virtud del Acuerdo?*

Sujeto a la aprobación final del Tribunal, el Demandado pagará \$98,000 (el "Monto Bruto del Acuerdo"). Se estima que, sujeto a la aprobación del Tribunal, después de deducir los honorarios y costos de abogados, la adjudicación del servicio al Demandante, el pago a la Agencia del Desarrollo y la Fuerza Laboral de California ("LWDA") y a los Miembros de PAGA por las sanciones de PAGA, y los costos de

² El Demandante presentó la demanda original el 10 de octubre de 2023.

administración del acuerdo del Monto Bruto del Acuerdo, habrá un Monto Neto del Acuerdo de al menos \$28,333.

Los Pagos Individuales del Acuerdo se pagarán del Monto Neto del Acuerdo a cada Miembro del Colectivo que no se excluya del Colectivo del Acuerdo ("Miembro del Colectivo Participante"). El Monto Neto del Acuerdo se dividirá entre todos los Miembros del Colectivo Participantes en función de la relación entre el número de Semanas Laborales Compensables trabajadas por cada Miembro del Colectivo Participante y el número total de Semanas Laborales trabajadas por todos los Miembros del Colectivo Participantes, calculado en función de los registros del Demandado.

Según los registros del Demandado, desde el 11 de septiembre de 2020 hasta el 10 de noviembre de 2024, usted trabajó **«Workweeks in Class Period 9112020_thr»** Semanas laborales compensables en California como empleado no exento y, por lo tanto, se estima que el pago de su acuerdo como miembro del Colectivo sea de **\$«Class_Amount»**.

Según los registros del Demandado, desde el 6 de agosto de 2022 hasta el 10 de noviembre de 2024, usted trabajó **«Pay Periods in PAGA Period 862022_thr»** Períodos de pago compensables en California como empleado no exento y, por lo tanto, se estima que su pago de PAGA sea de **\$«PAGA_Amount»**.

El pago del acuerdo es solo una estimación. Su pago real del acuerdo puede ser mayor o menor que el estimado.

Si desea disputar la cantidad de semanas laborales compensables que se le acreditan, debe enviar una disputa por escrito al Administrador del Acuerdo a: *Chamale v. Timber & Salt Settlement Administrator*, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619 por correo, con matasellos del **5 de diciembre de 2025** a más tardar, o por correo electrónico a classaction@xpandlegal.com. La disputa debe: (1) incluir su nombre completo, dirección actual, número de teléfono, los últimos cuatro dígitos de su número de Seguro Social o número de identificación de empleado completo; (2) incluir el nombre y el número de caso; (3) incluir una declaración precisa que explique que desea disputar el número de semanas laborales compensables y la base de su disputa; y (4) estar firmada por usted. También puede adjuntar documentación en apoyo de su disputa.

4. ¿Cuándo y cómo recibiré el pago?

Si el Tribunal otorga la aprobación final del Acuerdo, y solo después de la Fecha de entrada en vigor del Acuerdo que se define a continuación, el Administrador del Acuerdo le enviará un cheque del acuerdo. El proceso de aprobación del acuerdo lleva tiempo, por lo tanto, tenga paciencia.

Cualquier cheque del acuerdo que se le envíe por correo en virtud del Acuerdo será negociable durante 120 días. Si no negocia (es decir, lo cobra o lo ingresa) su cheque del acuerdo durante este período de tiempo, no podrá recibir esos fondos, pero seguirá sujeto a los términos del Acuerdo. Cualquier fondo que no sea negociado oportunamente por los Miembros del Colectivo del Acuerdo se pagará al Contralor del Estado de California para ser depositado en el Fondo de Propiedad No Reclamada.

Su pago del acuerdo como Miembro del Colectivo se clasifica como 34% de salarios / 66% de sanciones e intereses. Su pago del acuerdo como miembro de PAGA se clasifica como 100% a sanciones. Ninguna de las Partes o abogados hace ninguna declaración con respecto a las implicaciones fiscales de este pago. Es posible que desee consultar con sus propios asesores fiscales sobre las consecuencias fiscales del Acuerdo.

5. ¿Cómo se les pagará a los abogados y cómo se distribuirán otros fondos en virtud del Acuerdo?

Los Abogados del Colectivo solicitarán al Tribunal que otorgue honorarios de abogados de hasta \$32,667 (un tercio del Monto Bruto del Acuerdo) y el reembolso de los costos razonables de litigio de hasta \$15,000. Además, los Abogados del Colectivo solicitarán al Tribunal que autorice un pago como Adjudicación por Servicios de Representante del Colectivo de hasta \$7,500 al Demandante por sus esfuerzos en representación del Colectivo. El costo de administrar el Acuerdo no excederá los \$7,000. Se

realizará un pago por un monto de \$ 7,500 a la LWDA por su parte de las sanciones de PAGA, mientras que se pagarán \$ 2,500 a los miembros de PAGA. El Tribunal no ha aprobado finalmente ninguno de estos pagos. Cualquiera de estos montos no otorgados por el Tribunal se incluirá en el Monto Neto del Acuerdo y se distribuirá a los Miembros del Colectivo del Acuerdo.

6. ¿Qué reclamaciones se liberan por el Acuerdo propuesto?

A partir de la fecha en que el Demandado financie en su totalidad el Monto Bruto del Acuerdo, y a cambio de la contraprestación prevista en este Acuerdo, los Miembros del Colectivo del Acuerdo liberarán y exonerarán total y definitivamente a las Partes Liberadas, de todas y cada una de las reclamaciones que se plantearon o razonablemente podrían haberse planteado en base a los hechos alegados en la Primera Demanda Enmendada que surgieron durante el Período del Colectivo, incluyendo, entre otros: no proporcionar períodos de comida y descansos conforme a la normativa; no pagar el salario mínimo y los salarios regulares; no pagar los salarios oportunamente en el momento del despido; no pagar los salarios oportunamente durante el empleo; no proporcionar estados de salarios detallados y precisos; no mantener los registros requeridos; incluidas, entre otras, las presuntas violaciones de los artículos 200, 201, 201.3, 201.5, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 558, 1194, 1194.2, 1197, et seq., 1198, 1199 y las Órdenes Salariales de IWC aplicables, y el Código de Regulaciones de California, Título 8, artículo 11000, et seq.; cualquier reclamación por desagravio por mandato judicial, medidas declaratorias, restitución, alegadas o que se plantearon o razonablemente podrían haberse planteado en base a los hechos de la Primera Demanda Enmendada; todas y cada una de las demás reclamaciones bajo el derecho consuetudinario de California, la ley federal y el Código Comercial y Profesional de California que se plantearon o razonablemente podrían haberse planteado en base a los hechos alegados en la Primera Demanda Enmendada y en base a las supuestas violaciones del Código Laboral; y todas las reclamaciones por honorarios de abogados, costos de abogados y costos de administración del acuerdo.

Además, los Miembros de PAGA liberarán todas las reclamaciones por sanciones de PAGA que se alegaron, o razonablemente podrían haberse alegado, en base a los hechos establecidos en la Demanda Operativa que surgieron durante el Período de PAGA. En vista de la naturaleza vinculante de una sentencia de PAGA sobre empleados que no son partes de conformidad con *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), los Empleados de PAGA empleados por el Demandado a partir del 12 de abril de 2018, que se excluyan del Colectivo, seguirán recibiendo un Pago de Empleado de PAGA directamente del Administrador del Acuerdo por el monto de la parte estimada de cada individuo del Monto del Acuerdo de PAGA según lo calculado por el Administrador del Acuerdo. Los empleados de PAGA no tendrán la oportunidad de excluirse ni objetar a las reclamaciones liberadas de PAGA. Además, los Empleados de PAGA están sujetos a las Reclamaciones Liberadas de PAGA, independientemente de si cobran y/o negocian de otro modo su Pago de Empleado de PAGA.

Las Partes Liberadas son el Demandado y cada una de sus subsidiarias, afiliadas, accionistas, miembros, agentes, predecesores, sucesores, adquirentes, matrices, entidades relacionadas, propietarios, funcionarios, directores, accionistas, empleados, agentes, directores, representantes, contadores, auditores, consultores, aseguradores y reaseguradores y cesionarios pasados, presentes y futuros.

La Fecha de entrada en vigor significa el primer día hábil a partir de la fecha en que se ha producido todo lo siguiente: (a) este Acuerdo de resolución haya sido ejecutado por todas las Partes y por los Abogados del Colectivo y los Abogados Defensores; (b) el Tribunal haya dado su aprobación preliminar al Acuerdo del Colectivo y PAGA; (c) se haya notificado al Colectivo del Acuerdo brindándoles la oportunidad de solicitar la exclusión del Acuerdo del Colectivo; (d) el Tribunal haya celebrado una Audiencia de Aprobación Final y Equidad y haya emitido una orden y sentencia finales certificando el Colectivo del Acuerdo y aprobando este Acuerdo de Resolución; (e) los Abogados del Colectivo hayan entregado la notificación de la orden final y el fallo a los Abogados Defensores; y (f) el último de los siguientes eventos: (1) el vencimiento del período para presentar cualquier apelación, escrito u otro procedimiento de apelación que se oponga al Acuerdo del Colectivo haya transcurrido sin que se haya presentado ninguna apelación, escrito u otro procedimiento de apelación; (2) la desestimación de cualquier apelación, auto u otro procedimiento de apelación que se oponga al Acuerdo colectivo sin derecho a buscar más recursos o alivios; o (3) cualquier apelación, auto o las cuestiones de esa otra orden de apelación final que confirme la orden final del Tribunal sin derecho a buscar más recursos o alivios. En este sentido, es la intención de

las Partes que el Acuerdo Colectivo no entre en vigor hasta que la orden del Tribunal que apruebe el Acuerdo Colectivo sea completamente definitiva y no haya más recurso por parte de un apelante u objetor que busque la impugnación del Acuerdo Colectivo.

7. ¿Cuáles son mis opciones con respecto al Acuerdo colectivo?

Usted tiene varias opciones en virtud de este Acuerdo. Usted puede: (A) permanecer en el Colectivo y recibir el pago en virtud del Acuerdo del Colectivo; o (B) excluirse del Acuerdo colectivo. Si elige la opción (A), también puede objetar al Acuerdo colectivo.

OPCIÓN A. Permanecer en el colectivo. Si permanece en el Colectivo, recibirá el pago y será representado por los Abogados del Colectivo. Si desea permanecer en el Colectivo y ser elegible para recibir un pago en virtud del Acuerdo del Colectivo, no necesita tomar ninguna medida. Al permanecer en el Colectivo y recibir el dinero del acuerdo, usted acepta la liberación de las Reclamaciones Liberadas como se describe anteriormente.

OPCIÓN B. Si no desea estar sujeto al acuerdo colectivo. Si no desea formar parte del Acuerdo colectivo, debe enviar por correo una Solicitud de exclusión al Administrador del acuerdo a: Chamale v. Timber & Salt Settlement Administrator, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619 o enviar una Solicitud de exclusión por correo electrónico a classaction@xpandlegal.com. Su Solicitud de Exclusión debe: (1) incluir su nombre completo, dirección y número de teléfono, los últimos cuatro dígitos de su número de seguro social; (2), incluir el nombre y el número del caso; y (3) una declaración precisa de que elige ser excluido del Acuerdo; y (4) estar firmada por usted. Para que sea oportuna, su Solicitud de exclusión debe tener matasellos o enviarse por correo electrónico no más tarde del **5 de diciembre de 2025**. Si no presenta una Solicitud de Exclusión válida y oportuna, su Solicitud de Exclusión será rechazada, se le considerará miembro del Colectivo del Acuerdo y estará sujeto a la liberación de las Reclamaciones Liberadas como se describe anteriormente. Si presenta una Solicitud de Exclusión válida y oportuna, *no* tendrá derecho a ningún pago como Miembro del Colectivo del Monto Neto del Acuerdo, pero conservará todas las reclamaciones legales afirmadas en esta Acción contra el Demandado. Si es miembro de PAGA, recibirá un pago de PAGA y estará sujeto a la liberación de PAGA descrita anteriormente.

Objeción al Acuerdo colectivo: Si considera que el Acuerdo colectivo propuesto no es justo, razonable o adecuado de alguna manera, puede objetarlo. Para objetar, puede comparecer en la Audiencia de Aprobación Final y presentar una objeción oral. Si desea objetar por escrito, debe enviar por correo al Administrador del Acuerdo a: Chamale v. Timber & Salt Settlement Administrator, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619, una declaración de objeción por escrito, o enviar la objeción por correo electrónico a classaction@xpandlegal.com. La objeción por escrito debe: (1) incluir su nombre completo, dirección y número de teléfono, los últimos cuatro dígitos de su número de seguro social; (2), incluir el nombre y el número del caso; (3) las fechas de su empleo con el Demandado; (4) indicar si tiene intención de comparecer en la audiencia de aprobación final; (5) indicar la base de la Objeción, incluidos los informes legales, documentos o memorandos en apoyo de la Objeción; y (6) estar firmada por usted. Para que sea oportuna, la objeción por escrito debe tener matasellos o enviarse por correo electrónico el **5 de diciembre de 2025** a más tardar. Los Abogados del Colectivo enviarán al Tribunal su objeción por escrito antes de la Audiencia de Aprobación Final. También puede contratar a un abogado por su cuenta para que lo represente en su objeción.

No puede objetar al Acuerdo si solicita la exclusión del Acuerdo colectivo.

8. ¿Quién administra el Acuerdo?

El Tribunal ha designado a una empresa neutral, Xpand Legal Consulting (el "Administrador del Acuerdo") para enviar este Aviso, calcular y realizar pagos, y procesar las Solicitudes de Exclusión de los Miembros del Colectivo. El Administrador del Acuerdo también decidirá las disputas de los Miembros del Colectivo durante las Semanas Laborales, enviará por correo y reenviará los cheques del acuerdo y los formularios de impuestos, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador del Acuerdo es la siguiente:

Chamale v. Timber & Salt Settlement Administrator
c/o Xpand Legal Consulting
PO Box 51570
Irvine, CA 92619
classaction@xpandlegal.com
Teléfono/Fax (888) 557-2773

9. *¿Cuál es el siguiente paso en la aprobación del Acuerdo?*

El Tribunal llevará a cabo una Audiencia de Aprobación Final con respecto a la equidad, razonabilidad y adecuación del Acuerdo propuesto y el plan de distribución de los pagos descritos en este documento, el 13 de marzo de 2026 a las 2:00 p.m. en la Sala 24 del Tribunal Superior del Condado de San Mateo, ubicado en 800 North Humboldt Street, San Mateo, CA 94401. La audiencia de aprobación final puede aplazarse sin previo aviso a los Miembros del Colectivo. No está obligado a asistir a la Audiencia de aprobación final para recibir el pago en virtud del Acuerdo.

10. *¿Cómo puedo obtener información adicional?*

Este Aviso resume la Acción y los términos básicos del Acuerdo. Para obtener información más completa, puede examinar los alegatos y otros registros de este litigio durante el horario habitual del tribunal en el Tribunal Superior del Condado de San Mateo, ubicado en 400 County Center, Redwood City, CA 94063.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL SOBRE ESTE AVISO