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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

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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.

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.

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

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

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

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

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

11. Distribution of Settlement Payments. Individual Settlement Payments to Settlement Class Members, PAGA Payments to PAGA Members, the Class Representative Service Award, the 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.

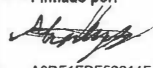
12 37. Enforcement Action. In the event that one more of the Parties institutes any legal
13 action or other proceeding against any other Party or Parties to enforce the provisions of this
14 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the
15 successful 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 __, 2025

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

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