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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JOEL SINGLETON, individually, and on behalf
of other members of the general public similarly
situated, and as an aggrieved employee pursuant
to the Private Attorneys General Act ("PAGA"),

Plaintiff,

vs.

VALET LIVING, LLC, a Delaware limited
liability company; VALET LIVING TURNS
LLC, a Delaware limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV416772

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

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Joel Singleton (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendant Valet Living, LLC (“Defendant”) (collectively with Plaintiff, the “Parties”).

DEFINITIONS

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

1. “Action” means *Singleton v. Valet Living, LLC*, No. 23CV416772 (Santa Clara County Superior Court).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Two Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars (\$283,333). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Twenty Thousand Dollars (\$20,000), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means Capstone Law APC.

4. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator and Class Counsel within thirty (30) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address and telephone number; Social Security number; dates of employment; the

1 respective number of Workweeks that each Class Member worked during the Class Period and PAGA
2 Period; and any other relevant information needed to calculate settlement payments. The Parties agree
3 the Class Members' contact information and Social Security numbers will be used only by the
4 Settlement Administrator for the sole purpose of effectuating the Settlement and will not be provided to
5 Class Counsel at any time or in any form.

6 5. "Class Member(s)" or "Settlement Class" means all persons employed by Defendant in
7 California as a non-exempt employee from June 23, 2021 through June 13, 2024. The Settlement Class
8 will not include any person who previously settled or released any of the claims covered by this
9 Settlement, or any person who previously was paid or received awards through civil or administrative
10 actions for the claims covered by this Settlement.

11 6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form
12 attached as Exhibit A.

13 7. "Class Period" means the period from June 23, 2021 through June 13, 2024.

14 8. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff
15 in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his
16 general release of claims. Subject to the Court granting final approval of this Settlement Agreement and
17 subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class
18 Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000).

19 9. "Court" means the Santa Clara County Superior Court.

20 10. "Defendant" means Defendant Valet Living, LLC.

21 11. "Effective Date" means the later of: (a) if no timely objections are filed, or are
22 withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an
23 objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of
24 Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an
25 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests
26 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

27 12. "Final Approval" means the date on which the Court enters an order granting final
28 approval of the Settlement Agreement.

1 13. “Gross Settlement Amount” means the Gross Settlement Amount of Eight Hundred
2 Fifty Thousand Dollars (\$850,000), to be paid by Defendant in full satisfaction of all Released Class
3 Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’
4 Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and
5 Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and
6 Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no
7 event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly
8 set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant
9 will be separately responsible for any employer payroll taxes required by law, including the employer
10 FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

11 14. “Individual Settlement Payment” means each Participating Class Member’s and PAGA
12 Member’s respective shares of the Net Settlement Fund and PAGA Fund.

13 15. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining
14 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the
15 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
16 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
17 Defendant.

18 16. “Notice of Objection” means a Class Member’s valid and timely written objection to the
19 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full
20 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
21 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other
22 documents upon which the objection is based; and (d) a statement whether the objector intends to appear
23 at the final fairness hearing.

24 17. “PAGA Members” means all persons employed by Defendant in California as a non-
25 exempt employee from August 1, 2022 through June 13, 2024.

26 18. “PAGA Period” means the period from August 1, 2022 through June 13, 2024.

27 19. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to
28 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with

1 Plaintiff's claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
2 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Eighty Five Thousand Dollars
3 (\$85,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to
4 PAGA, Seventy-Five Percent (75%), or Sixty-Three Thousand Seven Hundred Fifty Dollars (\$63,750),
5 of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development
6 Agency ("Labor and Workforce Development Agency Payment"), and Twenty-Five Percent (25%), or
7 Twenty-One Thousand Two Hundred Fifty Dollars (\$21,250) ("PAGA Fund"), of the PAGA Settlement
8 will be disbursed to PAGA Members, and regardless whether they request to be excluded from the
9 Settlement Class.

10 20. "Parties" means Plaintiff and Defendant collectively.

11 21. "Participating Class Members" means all Class Members who do not submit timely and
12 valid Requests for Exclusion.

13 22. "Plaintiff" means Plaintiff Joel Singleton.

14 23. "Preliminary Approval" means the date on which the Court enters an order granting
15 preliminary approval of the Settlement Agreement.

16 24. "Released Class Claims" means all claims under state, federal and local law that were or
17 could have been asserted based on the facts and matters alleged in the Action, the Complaint and any
18 amendments thereto, as to the Class Members, including without limitation: California Labor Code
19 sections 201, 202, 203, 204, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5,
20 248.5, 248.6, 249, 256, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
21 1197.1, 1198, 2802, and 2810.5; the corresponding sections of California Industrial Commission Wage
22 Orders, California Code of Regulations, Title. 8, section 11040, *et seq.*, Business and Professions Code
23 sections 17200 *et seq.*, California Code of Civil Procedure section 1021.5; and including all claims for
24 unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay,
25 bonus and incentive pay, timely payment of wages during employment, timely payment of wages at
26 separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal
27 periods and meal period premiums, rest breaks and rest break premiums, waiting time penalties; and
28 claims for unfair competition, unfair business practices, unlawful business practices, fraudulent business

1 practices, declaratory relief, penalties (excluding PAGA civil penalties), interest, fees, and costs, all
2 based on the facts and matters alleged in the Action, the Complaint, and any amendments thereto, from
3 June 23, 2021 through June 13, 2024. Expressly excluded from the release are claims for retaliation,
4 discrimination, unemployment insurance, disability, workers compensation, and claims outside the
5 Released Class Claims.

6 25. “Released PAGA Claims” means all claims arising during the PAGA Period seeking
7 civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the
8 maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the
9 PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the LWDA
10 letter, including but not limited to all claims arising under the California Labor Code sections 201, 202,
11 203, 204, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 258.5, 248.6, 249,
12 256, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et*
13 *seq.*, 2802, and 2810.5 as alleged in the Action, and the corresponding sections of the California
14 Industrial Welfare Commission, based the facts alleged in the LWDA letter.

15 26. “Released Parties” means Defendant, Defendant’s respective past, present and future
16 parents, subsidiaries, partners, affiliates, brands, including, without limitation, Valet Living Turns, LLC,
17 and its the past, present and future board members, directors, officers, agents, employees, attorneys,
18 insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators,
19 fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and
20 any individual or entity which could be jointly liable with any of the foregoing.

21 27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
22 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the
23 name, address, telephone number and last four digits of the Social Security Number of the Class
24 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
25 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement;
26 and (e) be faxed or postmarked on or before the Response Deadline.

27 28. “Response Deadline” means the deadline by which Class Members must postmark or
28 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the

1 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
2 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
3 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
4 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
5 the U.S. Postal Service is open.

6 29. "Settlement Administration Costs" means the costs payable from the Gross Settlement
7 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
8 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
9 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
10 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
11 any such costs in excess of the amount represented by the Settlement Administrator as being the
12 maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently
13 estimated to be Twenty-One Thousand Dollars (\$21,000).

14 30. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action
15 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
16 administering this Settlement. The Parties each represent that they do not have any financial interest in
17 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
18 could create a conflict of interest.

19 31. "Workweeks" means the number of weeks each Class Member worked during the Class
20 Period and each PAGA Member worked during the PAGA Period. Defendant will calculate the number
21 of Workweeks worked by all Class Members during the Class Period based on time clock data, with
22 each Class Member's aggregate Workweek count rounded down to the nearest whole number, and the
23 amount to be paid to Class Members per Workweek based on time clock data. The Workweeks will be
24 calculated by Defendant for each Class Member during the Class Period based on time clock data. If a
25 Class Member worked only one day as a Class Member, such Class Member will be credited with
26 having worked one Workweek for purposes of the Settlement. All Class Members will be credited with
27 at least one Workweek during the Class Period, and all PAGA Members will be credited with at least
28 one Workweek during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

32. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of Eight Hundred Fifty Thousand Dollars (\$850,000) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payment; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and the employer's share of payroll taxes within thirty (30) calendar days of the Effective Date ("Funding Date").

33. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than Two Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars (\$283,333), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000), both of which will be paid from the Gross Settlement Amount.

34. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court.

35. Settlement Administration Costs. The Settlement Administrator will be paid for the

1 reasonable costs of administration of the Settlement and distribution of payments from the Gross
2 Settlement Amount, which is currently estimated to be Twenty-One Thousand Dollars (\$21,000). These
3 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax
4 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing
5 Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary
6 reports and declarations.

7 36. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
8 of Eighty Five Thousand Dollars (\$85,000) from the Gross Settlement Amount will be designated for
9 satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Sixty-Three
10 Thousand Seven Hundred Fifty Dollars (\$63,750), of this sum will be paid to the LWDA and Twenty-
11 Five Percent (25%), or Twenty-One Thousand Two Hundred Fifty Dollars (\$21,250), will be paid to
12 PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

13 37. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
14 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private
15 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
16 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and
17 all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA
18 Member has the right to object to the PAGA Settlement Amount.

19 38. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
20 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

21 39. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
22 portion of the PAGA Fund will revert to or be retained by Defendant.

23 40. Individual Settlement Payment Calculations. Individual Settlement Payments will be
24 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
25 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of
26 Individual Settlement Payments will be made as follows:

27 40(a) Payments from the Net Settlement Fund. Defendant will calculate the total
28 number of Workweeks worked by each Class Member during the Class

1 Period and the aggregate total number of Workweeks worked by all Class
2 Members during the Class Period. To determine each Class Member's
3 estimated "Individual Settlement Payment" from the Net Settlement Fund,
4 the Settlement Administrator will use the following formula: The Net
5 Settlement Fund will be divided by the aggregate total number of
6 Workweeks during the Class Period, resulting in the "Workweek Value."
7 Each Class Member's "Individual Settlement Payment" will be calculated
8 by multiplying each individual Class Member's total number of Workweeks
9 by the Workweek Value. The Individual Settlement Payment will be
10 reduced by any required deductions for each Participating Class Member as
11 specifically set forth herein, including employee-side tax withholdings or
12 deductions. The entire Net Settlement Fund will be disbursed to all Class
13 Members who do not submit timely and valid Requests for Exclusion. If
14 there are any valid and timely Requests for Exclusion, the Settlement
15 Administrator shall proportionately increase the Individual Settlement
16 Payment for each Participating Class Member according to the number of
17 Workweeks worked, so that the amount actually distributed to the
18 Settlement Class equals 100% of the Net Settlement Fund.

19 40(b) Payments from the PAGA Fund. Defendant will calculate the total number
20 of Workweeks worked by each PAGA Member during the PAGA Period
21 and the aggregate total number of Workweeks worked by all PAGA
22 Members during the PAGA Period. To determine each PAGA Member's
23 estimated "Individual Settlement Payment," the Settlement Administrator
24 will use the following formula: The PAGA Fund will be divided by the
25 aggregate total number of Workweeks during the PAGA Period, resulting in
26 the "PAGA Workweek Value." Each PAGA Member's "Individual
27 Settlement Payment" will be calculated by multiplying each individual
28 PAGA Member's total number of Workweeks by the PAGA Workweek

Value. The entire PAGA Fund will be disbursed to all PAGA Members.

41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

42. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

43. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator and to Class Counsel.

44. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

45. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly (i.e., within three (3) business days) via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a

1 Request for Exclusion or an objection to the Settlement.

2 46. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
3 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal
4 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each
5 respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA
6 Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and
7 the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class
8 Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of
9 Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions,
10 or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

11 47. Disputed Information on Class Notices. Class Members will have an opportunity to
12 dispute the information provided in their Class Notices. To the extent Class Members dispute their
13 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
14 Settlement Administrator showing that such information is inaccurate. Defendant's records will be
15 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
16 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
17 and will be decided within ten (10) business days after the Response Deadline.

18 48. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
19 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
20 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
21 receiving the defective submission to advise the Class Member that his/her/their submission is defective
22 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
23 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
24 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
25 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

26 49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
27 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
28 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the

1 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
2 for Exclusion has been timely submitted.

3 50. Escalator. Defendant estimates that there are Two Thousand Three Hundred Seventy-
4 One (2,371) Class Members who worked Sixty-Five Thousand Eight Hundred Twenty-Six (65,826)
5 Workweeks from June 23, 2021 to June 13, 2024. The Parties agree that if the actual total number of
6 Workweeks from June 23, 2021 to June 13, 2024 increases by more than ten (10%) (i.e., greater than
7 72,409 Workweeks), then Defendant at its sole discretion shall either: (1) increase the Gross Settlement
8 Amount by the proportional amount for the percentage of Workweeks above ten (10%) percent (i.e., by
9 the percentage of Workweeks above 72,409 Workweeks); or (2) end the Class Period and PAGA Period
10 on the last date on which the total number of Workweeks was not in excess of 72,409.

11 51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
12 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
13 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
14 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
15 Settlement.

16 52. Releases by Participating Class Members. Upon the Funding Date, and except as to such
17 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
18 together and individually, on their behalf and on behalf of their respective heirs, executors,
19 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
20 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

21 53. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
22 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
23 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,
24 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the
25 Released PAGA Claims during the PAGA Period.

26 54. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to void
27 and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or more of
28 Class Members opt out of the settlement. Defendant must exercise this right of rescission in writing to

1 Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is
2 exercised, then Defendant will be solely responsible for all Settlement Administration Costs incurred to
3 the date of rescission.

4 55. Objection Procedures. To object to the Settlement Agreement, a Class Member may
5 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
6 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by
7 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
8 deemed to have waived all objections to the Settlement and will be foreclosed from making any
9 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
10 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
11 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
12 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
13 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
14 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
15 Class Member shall not participate in or be bound by the Settlement.

16 56. Certification Reports Regarding Individual Settlement Payment Calculations. The
17 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
18 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
19 the Settlement, and whether any Class Member has submitted a challenge to any information contained
20 in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement
21 Administrator will provide to counsel for both Parties any updated reports regarding the administration
22 of the Settlement Agreement as needed or requested.

23 57. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
24 of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class
25 Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and
26 (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
27 services performed in connection with the Settlement.

28 58. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment

1 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
2 more than one hundred and eighty (180) calendar days after issuance will be tendered: 50 percent to The
3 Justice Gap Fund maintained by The State Bar of California pursuant to Code of Civil Procedure section
4 384; and 50 percent to Koinonia Family Services, a non-profit 501(c)(3) organization, to be used solely
5 for child advocacy programs in the state of California pursuant to Code of Civil Procedure section
6 384(b)..

7 59. Certification of Completion. Upon completion of administration of the Settlement, the
8 Settlement Administrator will provide a written declaration under oath to certify such completion to the
9 Court and counsel for all Parties.

10 60. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
11 be allocated as follows: (a) one third (1/3) will be allocated to alleged unpaid wages for which IRS
12 Forms W-2 will be issued; (b) one third (1/3) will be allocated to alleged unpaid penalties for which IRS
13 Forms 1099-MISC will be issued; and (c) one third (1/3) will be allocated to alleged unpaid interest for
14 which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA
15 Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

16 61. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
17 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class
18 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
19 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
20 and penalties to the appropriate government authorities.

21 62. Tax Liability. The Parties make no representation as to the tax treatment or legal effect
22 of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members
23 are not relying on any statement, representation, or calculation by Defendant or by the Settlement
24 Administrator in this regard.

25 63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
26 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
27 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
28 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND

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

20 64. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
21 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
22 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
23 action or right herein released and discharged.

24 65. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
25 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
26 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
27 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
28 likewise be treated as void from the beginning.

66. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. Class Counsel will provide Defendant's counsel an opportunity to review and comment on all documents prior to filing with the Court to obtain preliminary approval. Class Counsel will utilize the [Proposed] Order Granting Preliminary Approval of Class and PAGA Settlement, attached as Exhibit B.

67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and Workforce Development Agency Payment; (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing. Class Counsel will provide Defendant's counsel an opportunity to review and comment on all documents prior to filing with the Court to obtain final approval. Class Counsel will utilize the [Proposed] Order Granting Final Approval of Class and PAGA Settlement, attached as Exhibit C.

68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as

1 set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement
2 Administrator's website.

3 69. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by
4 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
5 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
6 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this
7 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
8 California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives
9 any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California
10 Civil Code or similar provisions of applicable law which are as follows:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
12 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
14 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
15 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
16 PARTY.

17 70. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
18 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
19 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

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

27 72. Amendment or Modification. No amendment, change, or modification to this Settlement
28 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved

1 by the Court.

2 73. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
3 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
4 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
5 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
6 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
7 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
8 reach agreement on the form or content of any document needed to implement the Settlement, or on any
9 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
10 may seek the assistance of the Court to resolve such disagreement.

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

13 75. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
14 will be governed by and interpreted according to the laws of the State of California.

15 76. Execution and Counterparts. This Settlement Agreement is subject only to the execution
16 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
17 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
18 copies of the signature page, will be deemed to be one and the same instrument.

19 77. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
20 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
21 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
22 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
23 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
24 fairness and reasonableness of this Settlement.

25 78. Invalidity of Any Provision. Before declaring any provision of this Settlement
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
27 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
28 valid and enforceable.

1 79. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
2 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
3 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
4 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

5 80. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
6 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
7 approved, the stipulation to certification will be void. The Parties further agree that certification for
8 purposes of the Settlement is not an admission that class action certification is proper under the standards
9 applied to contested certification motions and that this Settlement Agreement will not be admissible in
10 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant
11 is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

12 81. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
13 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
14 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
15 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
16 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
17 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
18 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
19 of the negotiations connected with it, will be construed as an admission or concession by Defendant of
20 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
21 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
22 offered or received as evidence in any action or proceeding to establish any liability or admission on the
23 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
24 compliance with, federal, state, local or other applicable law.

25 82. No Public Comment: Prior to Preliminary Approval, the Parties and their counsel agree
26 that they will not issue any press releases, initiate any contact with the press, respond to any press
27 inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

28 83. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement

1 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
2 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

3 84. Enforcement Actions. In the event that one or more of the Parties institutes any legal
4 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
5 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
6 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
7 expert witness fees incurred in connection with any enforcement actions.

8 85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
9 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
10 more strictly against one party than another merely by virtue of the fact that it may have been prepared
11 by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations
12 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

13 86. Representation By Counsel. The Parties acknowledge that they have been represented
14 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
15 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
16 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

17 87. All Terms Subject to Final Court Approval. All amounts and procedures described in
18 this Settlement Agreement herein will be subject to final Court approval.

19 88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
20 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
21 Settlement Agreement.

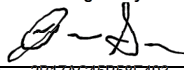
22 89. Binding Agreement. The Parties warrant that they understand and have full authority to
23 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
24 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
25 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
26 otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 6/11/2024

Joel Singleton

DocuSigned by:

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DEFENDANT VALET LIVING, LLC

Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 6/11/2024

By: 
Raul Perez

Attorneys for Plaintiff Joel Singleton

JACKSON LEWIS P.C.

Dated: _____

By: _____
Evan D. Beecher

Attorneys for Defendant Valet Living, LLC

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Joel Singleton

DEFENDANT VALET LIVING, LLC

Dated: 6/20/2024

Please Print Name of Authorized Signatory
Brett Brown

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez

Attorneys for Plaintiff Joel Singleton

JACKSON LEWIS P.C.

Dated: 06/21/2024

By: Evan Beecher
Evan D. Beecher

Attorneys for Defendant Valet Living, LLC

Exhibit A

Singleton v. Valet Living, LLC, No. 23CV416772
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SANTA CLARA
NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons employed by Defendant Valet Living, LLC (“Defendant”) in California as a non-exempt employee from June 23, 2021 through June 13, 2024 (“Class Members” or “Settlement Class”). The Settlement Class will not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement.

All persons employed by Defendant in California as a non-exempt employee from August 1, 2022 through June 13, 2024 (“PAGA Members”).

On _____, the Honorable Charles F. Adams of the Santa Clara County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __.m. on _____, 2024 in Department 7 of the Santa Clara County Superior Court located at 191 North First Street, San Jose, California 95113.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don’t want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE] in Department 7 of the Santa Clara County Superior Court located at 191 North First Street, San Jose, California 95113. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Joel Singleton, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On March 13, 2024, the parties participated in a mediation with Jeffrey Ross, an experienced and well-respected class action mediator. With Jeffrey Ross’ guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Joel Singleton for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) \$283,333 in attorneys’ fees and up to \$20,000 in litigation costs and expenses; (4) a \$85,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$63,750 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection with the PAGA, and a \$21,250 payment (“PAGA Fund”) to all PAGA Members; and (5) reasonable

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Settlement Administrator's fees and expenses currently estimated at \$ _____. After deducting the above payments, a total of approximately \$ _____ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$21,250 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from June 23, 2021 through June 13, 2024 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period based on time clock data. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of _____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ _____.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from August 1, 2022 through June 13, 2024 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of _____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ _____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ _____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____
Fax No. _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

settlement, one-third of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and two-thirds will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. For purposes of the payment from the PAGA Fund, 100% will be allocated as non-wages for which an IRS Form 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: All claims under state, federal and local law that were or could have been asserted based on the facts and matters alleged in the Action, the Complaint and any amendments thereto, as to the Class Members, including without limitation: California Labor Code sections 201, 202, 203, 204, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 256, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5; the corresponding sections of California Industrial Commission Wage Orders, California Code of Regulations, Title. 8, section 11040, *et seq.*, Business and Professions Code sections 17200 *et seq.*, California Code of Civil Procedure section 1021.5; and including all claims for unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, waiting time penalties; and claims for unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, declaratory relief, penalties (excluding PAGA civil penalties), interest, fees, and costs, all based on the facts and matters alleged in the Action, the Complaint, and any amendments thereto, from June 23, 2021 through June 13, 2024. Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation, and claims outside the Released Class Claims.

Released PAGA Claims: All claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the LWDA letter, including but not limited to all claims arising under the California Labor Code sections 201, 202, 203, 204, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 258.5, 248.6, 249, 256, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2802, and 2810.5 as alleged in the First Amended Complaint, and the corresponding sections of the California Industrial Welfare Commission, based the facts alleged in the LWDA letter.

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator
c/o _____

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

The Request for Exclusion must be postmarked or faxed not later than _____, 2024. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2024, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2024. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Santa Clara and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Exhibit B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

JOEL SINGLETON, individually, and on behalf of
other members of the general public similarly
situated, and as an aggrieved employee pursuant to
the Private Attorneys General Act (“PAGA”),

Plaintiff,
vs.

VALET LIVING, LLC, a Delaware limited liability
company; VALET LIVING TURNS LLC, a
Delaware limited liability company, and DOES 1
through 10, inclusive,

Defendants.

Case No.: 23CV416772

ASSIGNED FOR ALL PURPOSES TO:
JUDGE CHARLES F. ADAMS
DEPARTMENT 7

CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date:
Time:

SAC Filed:
Trial Date: Not Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this
3 Court, on [REDACTED], in Department 7 before the Honorable Charles F. Adams, presiding.
4 The Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release
8 (“Stipulation of Settlement”) filed herewith. All terms used herein shall have the same meaning as
9 defined in the Stipulation of Settlement.

10 2. The Settlement set forth in the Stipulation of Settlement, for a Gross Settlement Amount
11 of \$850,000, appears to be fair, adequate and reasonable to the Class. The Settlement falls within the
12 range of reasonableness and appears to be presumptively valid, subject only to any objections that may
13 be raised at the final fairness hearing and final approval by this Court. It further appears that
14 investigation and research have been conducted such that counsel for the Parties are able to reasonably
15 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid
16 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented
17 by the further prosecution of the Action. It further appears that the Settlement has been reached as the
18 result of intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry
19 out the settlement according to the terms of the Settlement Agreement and in conformity with this Order.
20 The Court has reviewed the monetary recovery that is being granted as part of the Settlement and
21 preliminarily finds that the monetary settlement awards made available to Class Members is fair,
22 adequate, and reasonable when balanced against the probable outcome of further litigation relating to
23 certification, liability, and damages issues.

24 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys’
25 fees and litigation costs to Class Counsel, costs of administration, and the Class Representative’s
26 Enhancement Payment should be finally approved as fair, reasonable and adequate as to the members
27 of the Class is scheduled in Department 39 on the date and time set forth in the implementation schedule
28 below.

1 4. This Court approves, as to form and content, the Notice of Class and PAGA Action
2 Settlement (“Notice Packet”). The Court approves the procedure for Class Members to opt out of, or to
3 object to, the Settlement as set forth in the Joint Stipulation of Settlement, and the Notice Packet.

4 5. The Court directs the mailing of the Notice Packet by first class mail to the Class
5 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates
6 selected for the mailing and distribution of the Notice Packet, as set forth in the Implementation
7 Schedule, meet the requirements of due process and provide the best notice practicable under the
8 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9 6. Specifically, the Notice Packet fairly, plainly, accurately, and reasonably informs Class
10 Members of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and
11 the essential terms of the Settlement, including the plan of allocation; (2) Named Plaintiff’s and Class
12 Counsel’s applications for the class representative’s Enhancement Award, and Class Counsel’s request
13 for attorneys’ fees and litigation costs; (3) a formula used to determine the Class Member’s estimated
14 Settlement Award payment; (4) how to participate in the Settlement; (5) how to object to the Settlement
15 or to opt-out if a Class Member wishes to do so, and Class Members’ right to appear through counsel if
16 they desire; and (6) how to obtain additional information regarding the Action and the Settlement.
17 (California Rule of Court 3.766.)

18 7. The Court finds that the notice requirements of California Rule of Court 3.769(e) and (f)
19 are satisfied, and that the Notice that will be provided adequately advises Class Members of their rights
20 under the settlement. Counsel for the Parties are authorized to correct any typographical errors in the
21 Notice Packet and to make clarifications, to the extent the same are found or needed, so long as such
22 corrections do not materially alter the substance of the documents. The Court further finds that the
23 distribution of the Notice Packet is substantially in the manner and form set forth in the Stipulation of
24 Settlement and this Order meets the requirements of due process, is the best notice practicable under the
25 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
26 orders the mailing of the Notice Packet by first class mail, pursuant to the terms set forth in the
27 Agreement.
28

8. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only. For Settlement purposes only, the Court conditionally certifies the following Class: "all individuals who worked for Defendant as a non-exempt employee in California at any time during the Class Period." The Class Period is from June 23, 2021 through June 13, 2024.

9. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiff are typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class.

10. The Court confirms Plaintiff Joel Singleton as Class Representative, and Capstone Law APC as Class Counsel.

11. The Court confirms the appointment of [REDACTED] as the Settlement Administrator.

12. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

13. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[30 calendar days after Order granting Preliminary Approval]
b.	Deadline for Settlement Administrator to Mail Notice and Notice of Settlement Award Form to Class Members	[45 calendar days after Order granting Preliminary Approval]

c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 calendar days after mailing of the Notice]
d.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	[14 calendar days after Response Deadline]
e.	Deadline for Class Counsel to file and serve the (1) Motion for Final Approval of Class Action and PAGA Settlement and (2) Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment	[16 Court days before Final Approval Hearing]
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[16 Court days before Final Approval Hearing]
h.	Final Fairness Hearing and Final Approval	
i.	Deadline for Defendant to fund Settlement (if Settlement is Effective)	[30 calendar days after Effective Date]
j.	Deadline for Settlement Administrator to mail the Settlement Awards and the Enhancement Award, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	[10 calendar days after Funding Date]
k.	Deadline for Class Members to cash Settlement Award checks (if Settlement is Effective)	[180 calendar days after Settlement Administrator mails the Settlement Awards and the Enhancement Awards]
l.	Deadline for Settlement Administrator to distribute uncashed check amount to <i>cy pres</i> beneficiary (if Settlement is Effective)	[Within 14 calendar days after the deadline for Class Members to cash Settlement Award checks]

m.	Settlement Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs, <i>cy pres</i> payment, and payment to the LWDA (if Settlement is Effective)	[Within 21 days calendar days after the deadline for Settlement Administrator to pay uncashed check amount to <i>cy pres</i> beneficiary]
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14. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

15. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of the settlement of the Action.

IT IS SO ORDERED.

Dated: _____

HONORABLE CHARLES F. ADAMS
JUDGE OF THE SUPERIOR COURT

Exhibit C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

JOEL SINGLETON, individually, and on behalf of
other members of the general public similarly
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the Private Attorneys General Act (“PAGA”),

Plaintiff,
vs.

VALET LIVING, LLC, a Delaware limited
liability company; VALET LIVING TURNS
LLC, a Delaware limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

Case No. 23CV416772

ASSIGNED FOR ALL PURPOSES TO:
JUDGE CHARLES F. ADAMS
DEPARTMENT 7

CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date:
Time:

SAC Filed:
Trial Date: Not Set

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3 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

4 The above-referenced class action ("Action") having come before the Court on
5 , for a hearing and Order Granting Final Approval of Class Action and PAGA
6 Settlement and Judgement ("Final Order"), consistent with the Court's Preliminary Approval Order
7 ("Preliminary Approval Order"), filed and entered , and as set forth in the Joint
8 Stipulation of Class Action and PAGA Settlement and Release ("Stipulation") in the Action, and due
9 and adequate notice having been given to all Class Members as required in the Preliminary Approval
10 Order, and the Court having considered all papers filed and proceedings had herein and otherwise being
11 fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND**
12 **DECREED AS FOLLOWS:**

- 13 1. All terms used herein shall have the same meaning as defined in the Stipulation.
- 14 2. Consistent with the definitions provided in the Stipulation, the term "Settlement Class"
15 and "Class Members" shall mean the following: all persons employed by Defendant in California as a
16 non-exempt employee from June 23, 2021 through June 13, 2024. The Settlement Class, however, shall
17 not include any person who previously settled or released any of the claims covered by this Settlement,
18 or any person who previously was paid or received awards through civil or administrative actions for
19 the claims covered by this Settlement, or any person who submits a timely and valid Request for
20 Exclusion as provided in this Settlement. The "Class Period" shall be June 23, 2021 through June 13,
21 2024. "PAGA Members" means all means all persons employed by Defendant in California as a non-
22 exempt employee from August 1, 2022 through June 13, 2024. The "PAGA Period" means the period
23 from August 1, 2022 through June 13, 2024. For purposes of the Settlement and this Final Order,
24 "Released Parties" as referenced herein and as released in the Settlement shall collectively mean: means
25 Defendant, Defendant's respective past, present and future parents, subsidiaries, partners, affiliates,
26 brands, including, without limitation, Valet Living Turns, LLC, and its the past, present and future board
27 members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers,
28 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees,

predecessors, successors, and assigns of any of the foregoing; and any individual or entity which could be jointly liable with any of the foregoing. The term "Action" shall mean this class and PAGA action.

3. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

4. Distribution of the Notice directed to the Class Members and PAGA Members as set forth in the Stipulation and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including notice to all Class Members and PAGA Members who could be identified through reasonable effort, is the best notice practicable under the circumstances. The Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all persons entitled to such Notice, and the Notice fully satisfied the requirements of due process. All Class Members and all Released Claims are covered by and included within the Settlement and this Final Order. The deadline for opting out or objecting was [REDACTED]. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. [REDACTED] Class Members opted out, and [REDACTED] Class Members objected. [Describe any opt outs or objections] All PAGA Members and all Released PAGA Claims are also covered by and included within the Settlement and this Final Order.

5. The Settlement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

- a) The Parties' settlement was reached through arm's-length bargaining between the parties. There has been no collusion between the parties in reaching the proposed settlement;

- b) The Parties' investigation and discovery have been sufficient to allow the court and counsel to act intelligently;
- c) Counsel for the Plaintiff are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming wage and hour violations. All counsel recommended approval of the Settlement;
- d) The percentage of objectors and requests for exclusion is small. [REDACTED] objections were received. [REDACTED] requests for exclusion were received;
- e) The participation rate was high. [REDACTED] Class Members will be mailed a check for their Settlement Share, which represents [REDACTED] % of the Class;
- f) The Gross Settlement Amount to be paid by Defendant pursuant to the Settlement equals \$850,000. The consideration to be given to the Class Members and PAGA Members under the terms of the Settlement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the Settlement of this action and release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the action.

6. The Court hereby approves the Settlement set forth in the Stipulation and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations before a well-respected class action mediator. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class

1 Members. The Court also finds that the Class is properly certified as a class for settlement purposes
2 only.

3 7. Upon the Funding Date, all Released Class Claims (as defined in the Stipulation and set
4 forth below) of each and every Class Member is and shall be deemed to be conclusively released as
5 against the Released Parties. Upon the Funding Date, the Class Representative and each and every Class
6 Member who has not submitted a valid Request for Exclusion is hereby released and forever barred and
7 enjoined from prosecuting the Released Class Claims, except as to such rights or claims as may be
8 created by the Settlement, against Defendant and the Released Parties from all claims under state, federal
9 and local law that were or could have been asserted based on the facts and matters alleged in the Action, the
10 Complaint and any amendments thereto, as to the Class Members, including without limitation:
11 California Labor Code sections 201, 202, 203, 204, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 245.5,
12 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 256, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12,
13 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5; the corresponding sections of California Industrial
14 Commission Wage Orders, California Code of Regulations, Title. 8, section 11040, et seq., Business
15 and Professions Code sections 17200 et seq., California Code of Civil Procedure section 1021.5; and
16 including all claims for unpaid wages, minimum wages, hours worked, overtime or double time wages,
17 regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely
18 payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed
19 business expenses, meal periods and meal period premiums, rest breaks and rest break premiums,
20 waiting time penalties; and claims for unfair competition, unfair business practices, unlawful business
21 practices, fraudulent business practices, declaratory relief, penalties (excluding PAGA civil penalties),
22 interest, fees, and costs, all based on the facts and matters alleged in the Action, the Complaint, and any
23 amendments thereto, from June 23, 2021 through June 13, 2024. Expressly excluded from the release
24 are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation,
25 and claims outside the Released Class Claims. In addition, as of the Funding Date, the Class
26 Representative and the Settlement Class, and each member of the Settlement Class who has not
27 submitted a valid Request for Exclusion, is forever barred and enjoined from instituting or accepting
28 damages or obtaining relief against the Released Parties for any period from June 23, 2021 through June

1 13, 2024, arising from the Released Class Claims.

2 8. The claims to be released by the PAGA Members include all claims arising during the
3 PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the
4 LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff
5 and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the LWDA
6 letter, including but not limited to all claims arising under the California Labor Code sections 201, 202,
7 203, 204, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 258.5, 248.6, 249,
8 256, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et
9 seq., 2802, and 2810.5 as alleged in the Action, and the corresponding sections of the California
10 Industrial Welfare Commission, based the facts alleged in the LWDA letter (collectively "Released
11 PAGA Claims").

12 8. Neither the Settlement nor any of the terms set forth in the Stipulation is an admission
13 by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of
14 any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties.
15 Neither this Final Order, the Stipulation, nor any document referred to herein, nor any action taken to
16 carry out the Stipulation is, may be construed as, or may be used as, an admission by or against
17 Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The
18 entering into or carrying out of the Stipulation, and any negotiations or proceedings related thereto, shall
19 not in any event be construed as, or deemed to be evidence of, an admission or concession with regard
20 to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in
21 evidence in any action or proceeding in any court, administrative agency or other tribunal for any
22 purpose whatsoever other than to enforce the provisions of this Final Order, the Stipulation, the Released
23 Class Claims and Released PAGA Claims, or any related agreement or release. Notwithstanding these
24 restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the
25 Final Order, the Stipulation, and any other papers and records on file in the Action as evidence of the
26 Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or
27 issue preclusion or similar defense as to the Released Claims.

28 9. The Court hereby enters judgment in the entire Action as of the filing date of this Final

Order, pursuant to the terms set forth in the Stipulation. Without affecting the finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

10. The Court finds the settlement payments provided for under the Settlement to be fair and reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement.

11. The Court hereby confirms Capstone Law APC as Class Counsel in the Action.

12. The Court hereby awards \$283,333 in attorneys' fees and \$20,000 in costs and expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates are reasonable, and the multiplier is warranted under the circumstances.

13. The Court also hereby approves and orders an Enhancement Payment to Plaintiff and Class Representative Joel Singleton in the amount of \$10,000 from the Gross Settlement Amount.

14. The Agreement provides for a PAGA Payment of \$85,000, which is allocated 75% to the LWDA and 25% to the Class Members as part of the Net Settlement Amount, which the Court finds to be reasonable. The Court also hereby approves and orders payment in the amount of \$63,750.00 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor Workforce Development Agency.

15. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual Settlement administration expenses incurred by the Settlement Administrator in the amount of \$ [REDACTED].

16. The Court also hereby approves and orders that any residue from uncashed Settlement Award checks after the expiration date will be tendered to the Settlement's cy pres beneficiaries as follows: 50% to The Justice Gap Fund maintained by The State Bar of California pursuant to Code of Civil Procedure section 384; and 50% to Koinonia Family Services, a non-profit 501(c)(3) organization, to be used solely for

child advocacy programs in the state of California pursuant to Code of Civil Procedure section 384(b).

17. The Court also hereby finds and orders that the Settlement is and constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendant and the Released Parties.

18. Provided the Settlement becomes effective under the terms of the Stipulation, the Court also hereby orders that the deadline for mailing the Court-approved Settlement Awards, attorneys' fees and costs, and Enhancement Awards is as set forth in the Implementation Schedule within the Preliminary Approval Order.

19. The Court also hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Order.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____

HONORABLE CHARLES F. ADAMS
JUDGE OF THE SUPERIOR COURT