

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Subject to final approval by the Court, it is stipulated by and between plaintiff Erica Johnson (“Plaintiff”), on behalf of herself, other similarly situated putative class members and other aggrieved employees, on the one hand, and Defendant North Coast Property Group, Inc. (“NCPG” or “Defendant”), on the other hand, that the Action as defined herein is hereby compromised and settled pursuant to the terms and conditions set forth herein (“Agreement” or “Settlement”). The Agreement refers to Plaintiff and NCPG collectively as “Parties”, or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” herein includes: (1) the Class Action lawsuit filed by Plaintiff on January 11, 2024 entitled *Erica Johnson v. North Coast Property Group, Inc., et al.*, currently pending in San Bernardino Superior Court, Case No. CIVSB2400231 (“Class Action Complaint”); (2) Plaintiff’s First Amended Complaint filed on February 5, 2024, which includes a cause of action for Violation of the California Labor Code Private Attorneys General Act (PAGA) of 2004 (“FAC”); and (3) the written notice to the Labor and Workforce Development Agency (“LWDA”) submitted by Plaintiff against Defendant on November 16, 2023 pursuant to Labor Code section 2699.3 of the specific provisions of the California Labor Code alleged to have been violated by Defendant, LWDA-CM-994891-23 (“PAGA Notice”).
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount of no more than Three Thousand Dollars (\$3,000.00), except for a showing of good cause, the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and submitted to the Court for approval in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means all persons currently or formerly employed by Defendant NCPG as non-exempt, hourly-paid employees in the State of California during the Class Period defined as January 11, 2020 through November 14, 2024.
- 1.5. “Class Counsel” means David P. Myers, Esq., Jason Hatcher, Esq., and Andriana N. Bravo, Esq. of The Myers Law Group, A.P.C.
- 1.6. “Class Counsel Fees Payment” means the amount that the Court awards in attorneys’ fees to be paid to compensate Class Counsel for their services rendered, and to be rendered, to Plaintiff, the Settlement Class and the PAGA Employees in connection with the Action. The Class Counsel Fee Payment is not to exceed one-third (33.33333%) of the Gross Settlement Amount (\$290,000.00), i.e. the sum of Ninety-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$96,666.67). If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

- 1.7. “Class Counsel Litigation Expenses Payment” means the amount that the Court awards Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action. The Class Counsel Litigation Expenses Payment is not to exceed Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) and will consist of reasonable litigation costs actually incurred by Class Counsel related to the Action and the settlement of the action as approved by the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- 1.8. “Class Data” means a database containing the following information: (1) the full name, and last known address and full social security number or date of birth of all Settlement Class Members; and (2) the information necessary to determine the estimated settlement allocation to each Class Member, including without limitation, the total number of workweeks worked by each Class Member and the total number of pay periods worked by each PAGA Employee within the relevant PAGA Period.
- 1.9. “Class Member” or “Settlement Class Member” means persons currently or formerly employed by Defendant NCPG as non-exempt, hourly-paid employees in the State of California during the Class Period defined as January 11, 2020 through November 14, 2024.
- 1.10. “Class Member Address Search” Means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Period” means the time period from January 11, 2020 through November 14, 2024.
- 1.12. “Class Representative” and “Plaintiff” means the Plaintiff named in the Class Action Complaint and the FAC – Erica Johnson.
- 1.1. “Class Representative Service Payment” means the amount the Court awards as payment to the Class Representative for initiating the Action and providing services in support of the Action, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000). If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- 1.2. “Court” means the Superior Court of California, County of San Bernardino.
- 1.3. “NCPG” or “Defendant” means Defendant North Coast Property Group, Inc..
- 1.4. “Defense Counsel” means Christine D. Baran, Esq. and Spencer W. Waldron, Esq. of Fisher & Phillips LLP.
- 1.5. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defense

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

- 1.6. "Employer Taxes" means Defendant's share of any employer payroll taxes to be paid in connection with the Wage Portion of each Participating Class Member's Individual Class Payment (i.e. FICA, FUTA, payroll taxes, and/or any similar tax or charge). The Employer Taxes shall be paid separate and in addition to the Gross Settlement Amount. Calculations for the Employer Taxes shall be made by the Administrator who will then advise Defense Counsel of the amount due prior to the funding of the Gross Settlement Amount.
- 1.7. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.8. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.9. "Gross Settlement Amount" or "GSA" means the non-reversionary maximum amount of Two-Hundred Ninety Thousand Dollars and Zero Cents (\$290,000.00), to be paid by Defendant, exclusive of Employer Taxes due in connection with the Wage Portion of each Participating Class Member's Individual Class Payment. This is the gross amount Defendant shall be required to pay under this Settlement, which includes, without limitation (1) the Net Settlement Amount to be paid to Participating Class Members; (2) Class Counsel Fees Payment; (3) Class Counsel Litigation Expenses Payment; (4) Class Representative Service Payment; (5) Administration Expenses Payment; and (6) PAGA penalties to be paid to the LWDA and to PAGA Employees, as approved by the Court.
- 1.10. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount based on Workweeks during the Class Period as calculated by the formula in paragraph 3.2.4.
- 1.11. "Individual PAGA Payment" means the PAGA Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA pay periods worked during the PAGA Period.
- 1.12. "Judgment" means the final judgment entered by the Court based upon the Final Approval.

- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” means the portion of the Gross Settlement Amount, distributable to Participating Settlement Class Members after the deduction of the amounts approved by the Court for PAGA Penalties (i.e. the LWDA PAGA Payment and the total Individual PAGA Payments), Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.16. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.17. “PAGA Employee” or “Aggrieved Employees” means all persons currently or formerly employed by Defendant NCPG as non-exempt, hourly-paid employees in the State of California during the PAGA Period defined as January 11, 2023 through November 14, 2024.
- 1.18. “PAGA NOTICE” means the notice filed by Plaintiff with the Labor and Workforce Development Agency on or about November 16, 2024, and mailed to Defendant on or about November 16, 2024, LWDA-CM-994891-23.
- 1.19. “PAGA Pay Period” means any Pay Period during which an PAGA Employee worked for NCPG for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means January 11, 2023 through November 14, 2024.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Penalties” consists of Ten Thousand Dollars and Zero Cents (\$10,000) of the Gross Settlement Amount allocated for the settlement and release of claims for civil penalties under the PAGA. Twenty-five percent (25%) of the PAGA Penalties shall be allocated to the PAGA Employees (\$2,500.00) and seventy-five percent (75%) to the LWDA (\$7,500.00).
- 1.23. “Participating Class Member” or “Participating Settlement Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. Participating Class Members will release the Released Parties from Released Class Claims and Released PAGA Claims, as applicable, and will be bound by all terms of this Settlement and any final judgment entered in the Action.
- 1.24. “Plaintiff” means Erica Johnson, the named Plaintiff in the Action.

- 1.25. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.26. “Preliminary Approval Order” means the Court’s order preliminarily approving the proposed Settlement following the Preliminary Approval Hearing.
- 1.27. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.28. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.29. “Released Parties” means: NCPG and its past, present, and future predecessors, successors, officers, directors, employees and agents.
- 1.30. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.31. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and PAGA Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.32. “Settlement” or “Agreement” means this Class Action and PAGA Settlement Agreement.
- 1.33. “Settlement Notice” means the Court approved Notice of Class Action and PAGA Action Settlement and Hearing Date for Final Court Approval to be mailed to Class Members and PAGA Employees in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.34. “Workweek” means any week during which a Class Member worked for NCPG for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On or about November 16, 2024, Plaintiff filed a PAGA Notice with the Labor and Workforce Development Agency and mailed Defendant the same.
- 2.2 On January 11, 2024, Plaintiff Erica Johnson filed a class action complaint against North Coast Property Group, Inc. and VPM, LLC in San Bernardino Superior Court, Case No. CIVSB2400231. The Complaint alleged causes of action for: (a) failure to pay all overtime wages; (b) failure to provide meal periods; (c) failure to provide rest periods; (d) failure to reimburse business expenses; (e) failure to provide accurate wage statements; (f) failure to pay all wages due at separation; (g) unpaid wages; and (h) unfair competition.

- 2.3 On February 5, 2024, Plaintiff Erica Johnson filed a First Amended Complaint adding a cause of action for a violation of Labor Code §§ 2698, *et seq.* Private Attorneys General Act (PAGA).
- 2.4 On April 4, 2024, Plaintiff filed a Request for Dismissal as to Defendant VPM, LLC, without prejudice, and on April 4, 2024, the Clerk dismissed VPM, LLC, without prejudice.
- 2.5 On April 30, 2024, Defendant North Coast Property Group, Inc. filed an Answer to Plaintiff's FAC.
- 2.6 Prior to mediation, Defendant provided Plaintiff with data to assist in evaluating the case for mediation, including the total number of Class Members (former and current Class Members), total number of Aggrieved Employees, and the total number of workweeks.
- 2.7 On August 14, 2024, the Parties attended an all-day mediation with mediator Tagore Subramaniam, Esq., and the Parties agreed to settle the Action, the terms of which the Parties memorialized in a Memorandum of Understanding.
- 2.8 During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result which led to the subsequent settlement in principle. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length. This Settlement Agreement represents a compromise and settlement of highly disputed claims and defenses, as Plaintiff believes her claims have merit and Defendant believes its defenses have merit. Nothing in this Agreement shall be construed as an admission by Defendant or any of the Released Parties that the asserted claims have merit or as an admission by Plaintiff that the defenses asserted by Defendant have merit.
- 2.9 Plaintiff and Class Counsel believe the total consideration and payment set forth in this Settlement Agreement is adequate in light of the uncertainties surrounding the risk of further litigation, and possible defenses that Defendant has asserted and could assert. Class Counsel recognizes the substantial monetary benefit to the Class and the expenses and length of continued proceedings necessary to prosecute the Action against the Defendant through class certification, trial and the appeal. Class Counsel has also considered the uncertain outcome and risk of further litigation, especially in complex actions such as class actions, as well as the difficulties and delay inherent in such litigation. Therefore, Class Counsel has determined that the settlement set forth in this Settlement Agreement is in the best interest of the Class and is fair and reasonable.
- 2.10 Defendant and Defense Counsel have similarly concluded that it is desirable that the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further risk and expense of litigation and the inconvenience and distraction of further legal proceedings. Therefore, despite continuing to contend that it is not liable for any of the claims set forth by Plaintiff, Defendant agreed to settle in the manner and upon the terms set forth herein to put to rest the claims in the Action.

2.11 Because the settled action is a putative class action and PAGA action settlement, this Settlement Agreement must receive preliminary and final approval by the Court. Accordingly, Plaintiff and Defendant enter into this Settlement Agreement on a conditional basis. Should the Court decline to approve all material aspects of the Settlement Agreement or make rulings substantially altering the material terms of the Settlement Agreement, except for the awards of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment or the Class Representative Service Payment, Parties shall retain the right, in their individual sole discretion, to unilaterally withdraw from and terminate the Settlement Agreement. If the Effective Date does not occur, this Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose. Defendant denies all of Plaintiff's claims as to liability and damages as well as Plaintiff's class allegations. Defendant expressly reserves all rights to challenge any and all such claims and allegations upon all procedural and factual grounds, including the assertion of all defenses, if the Effective Date does not occur.

2.12 This Agreement replaces and supersedes any prior memorandums of understanding, or related documents that may have been agreed to by the Parties.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, NCPG promises to pay Two-Hundred Ninety Thousand Dollars and Zero Cents (\$290,000.00), and no more, as the Gross Settlement Amount excepting that NCPG will separately pay Employer Taxes owed on the Wage Portions of the Individual Class Payments. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to NCPG.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to Plaintiff of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00), in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member and PAGA Employee, respectively. NCPG will not oppose Plaintiff's request for the Class Representative Service Payment that does not exceed this amount. As part of the Motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment, which will be filed no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service payment less than the amount requested, the difference between the requested amount and reduced amount shall be allocated to the Net Settlement Amount to be distributed to the Participating Settlement Class Members. The Administrator will pay the Class Representative Service payment using IRS Form

1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, or Ninety-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$96,666.67) based on the Gross Settlement Amount; and a Class Counsel Litigation Expenses Payment of not more than Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00). NCPG will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the difference between the requested amount and reduced amount shall be allocated to the Net Settlement Amount to be distributed to the Participating Settlement Class Members. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using IRS 1099 Forms.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Three Thousand Dollars and Zero Cents (\$3,000.00), except for a showing of good cause, and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves a payment less, than the \$3,000.00, the difference between the approved amount and allocated amount shall be allocated to the Net Settlement Amount to be distributed to the Participating Settlement Class Members.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and then multiplying the result by each Participating Class Member's individual Workweeks.
- 3.2.5 Tax Allocation of Individual Class Payments. Twenty-percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty-percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.6 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments, will not release the Released Class Claims in this Action, and have Workweeks that will not be included in the pro rata calculation of the Individual Class Payments.

- 3.2.7 To the LWDA and PAGA Employees: PAGA Penalties, from the Gross Settlement Amount, in the total amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), from which the LWDA PAGA Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) – equal to 75% of the PAGA Penalties – shall be paid to the LWDA and Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) – equal to 25% of the PAGA Penalties – shall be paid to the PAGA Employees on a pro rata share under the Individual PAGA Payment calculation.
- 3.2.8 Individual PAGA Payment: The Administrator will calculate each Individual PAGA Payment by (a) dividing the \$2,500.00 by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's individual PAGA Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Employees have no statutory or other right to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement, which releases the PAGA claims. In addition, a PAGA Employee who submits a valid and timely request for exclusion as a Class Member shall still receive his or her Individual PAGA Payment and shall release the PAGA claims.
- 3.2.9 If the Court approves PAGA Penalties of less than the amount requested, the difference will be allocated to the Net Settlement Amount to be distributed to the Participating Settlement Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1 Class Workweeks and PAGA Pay Periods. NCPG estimates the number of Workweeks at issue for the Class Period of January 11, 2020 through November 14, 2024 is 8,492.14 for 91 Settlement Class Members. NCPG estimates that the number of PAGA Pay Periods for the PAGA Period of January 11, 2023 through November 14, 2024 is 1,995 for 72 PAGA Employees.
- 4.2 Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, NCPG will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. NCPG has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3 Funding of Gross Settlement Amount. NCPG shall fully fund the Gross Settlement Amount, and also fund the amount necessary to fully pay NCPG's share of payroll taxes as calculated by the Administrator by transmitting the funds to the Administrator no later than 10 calendar days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 7 days after NCPG funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send the same to all Participating Class Members and PAGA Employees via First Class U.S. Mail, postage prepaid (this includes those Participating Class Members and PAGA Employees whose Settlement Notice was returned undeliverable). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date.
 - 4.4.2 The Administrator must conduct a Class Member Address Search for all other Participating Class Members and/or PAGA Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or PAGA Employees whose re-mailed checks are returned as underlived. The Administrator shall promptly send a replacement check to any Participating Class Member and/or PAGA Employees whose original check was lost or misplaced, requested by the Participating Class Member and/or PAGA Employee prior to the void date or after the void date but prior to disbursement to the California Controller's Unclaimed Property Fund.
 - 4.4.3 For any Participating Class Member and/or PAGA Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, and subject to Paragraph 4.4.2, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or PAGA Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
 - 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate NCPG to confer any additional benefits or make any additional

payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

5.1 Plaintiff's Comprehensive Release of Claims. Upon the Effective Date of the Settlement and Defendant's fulfillment of its payment obligations set forth herein, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from any and all charges, complaints, claims, debts, liabilities, promises, agreements, controversies, actions, suits, rights, demands, obligations, guarantees, costs, losses, penalties, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, or that might have been asserted, whether in tort, contract, equity, or otherwise which Plaintiffs, at any time prior to the execution of this Settlement Agreement, had or claimed to have or may have, including but not limited to any and all claims arising out of, relating to, or resulting from her employment, payment of wages during that employment and/or separation of employment with the Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims for wages or penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages or penalties under the California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Plaintiff understands and expressly agrees that this Settlement Agreement extends to claims that she has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.

Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR

**HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

5.2 Released Class Claims by Participating Class Members: Upon the Effective Date and Defendant's fulfillment of its payment obligations set forth herein, Plaintiff and Participating Class Members release and forever discharge, for the duration of the Class Period, all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for all claims alleged by Plaintiff in the Class Action Complaint and FAC or that could have reasonably been alleged in the Operative Complaint based on the facts alleged in the Class Action Complaint and FAC. This includes claims for: (1) Failure to Pay All Overtime Wages; (2) Failure to Provide Meal Breaks; (3) Failure to Provide Rest Breaks; (4) Failure to Reimburse Business Expenses; (5) Failure to Provide Accurate Wage Statement; (6) Failure to Pay All Wages Due at Separation; (7) Unpaid Wages for off-the-clock work; (8) Unfair Competition or Business Practices derivative of the alleged causes of action in the Class Action Complaint and the FAC; associated statutory penalties, interest, and attorneys' fees and costs. This release excludes the release of claims not permitted by law. The Participating Class Members (not including Plaintiff) do not release any other claims, including but not limited to claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, claims based on any facts occurring outside the Settlement Class Period, or the PAGA cause of action or claims for PAGA (which are addressed in the PAGA Released Claims).

5.3 Released PAGA Claims by PAGA Employees: Upon the Effective Date and Defendant's fulfillment of its payment obligations as set forth herein, Plaintiff and PAGA Employees and the Labor Workforce Development Agency (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA Period) release and forever discharge, for the duration of the PAGA Period, all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Class Action Complaint, FAC and the PAGA Notice for this Action.

6. MOTION FOR PRELIMINARY APPROVAL.

6.1 Motion for Preliminary Approval. Plaintiff shall file a Motion for Preliminary Approval of the Settlement. The Parties shall cooperate in the preparation of the Motion for Preliminary Approval. Plaintiff's counsel will draft the motions for preliminary approval and provide all necessary documentation to the LWDA.

6.2 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns, if possible. The Parties retain the right, in the exercise of their sole respective discretion, to unilaterally withdraw from and terminate the Settlement if the Court makes or orders material changes to the basic Settlement terms. Basic Settlement Terms include: (a) the amount of the Gross Settlement Amount; (b) the time period of the

Released Class Claims; (c) the covered Class or PAGA Period; (d) the Escalator Clause; and/or (e) the Parties respective Option to Revoke Settlement as set forth herein.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties jointly select Phoenix Class Action Administration Solutions (“Phoenix”) to serve as the Administrator and verify that, as a condition of appointment, Phoenix will agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
 - 7.4.1 No later than five (5) days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members and PAGA Employees identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Settlement Notice (with a Spanish translation) substantially in the form attached to this Agreement as Exhibit A. Before mailing Settlement Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 Not later than 5 days after the Administrator’s receipt of any Settlement Notice returned by the USPS as undelivered, the Administrator shall re-mail the Settlement Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Settlement Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Settlement Notice to Class Members or PAGA Employees whose Settlement Notice is returned by the USPS a second time.
 - 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an

additional 14 days beyond the 45 days otherwise provided in the Settlement Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Settlement Notice.

- 7.4.5 If the Administrator, NCPG or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Settlement Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as a Class Member or PAGA Employee. If the Parties agree, such persons will be entitled to the same rights as other Class Members and/or PAGA Employees, and the Administrator will send, via email or overnight delivery, a Settlement Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Settlement Notice, or the deadline dates in the Settlement Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from, i.e. opt-out of, the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Settlement Notice (plus an additional 14 days for Class Members whose Settlement Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number and signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. PAGA Employees have no statutory or other right to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement, which releases the PAGA claims. In addition, a PAGA Employee who submits a valid and timely request for exclusion as a Class Member shall still receive his or her Individual PAGA Payment and shall release the PAGA claims.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Settlement Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims for Participating Class Members as provided for herein, regardless of whether the Participating Class Member actually receives the Settlement Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, shall not waive or release the Released Class Claims, and shall not have the right to object to the class action components of the Settlement. Nothing in this Settlement will constitute or be construed as a waiver of any defense that Defendant or the Released Parties have or could assert against anyone who timely submits a Request for Exclusion.

7.6 Challenges to Calculation of Workweeks. Each Class Member and PAGA Employee shall have 45 days after the Administrator mails the Settlement Notice (plus an additional 14 days for Class Members whose Settlement Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member and PAGA Employee in the Settlement Notice. The challenge of the allocation is made by communicating with the Administrator in writing via fax, email or mail by the Response Deadline, explaining the basis for the dispute and including any supporting documentation showing that the workweeks and/or pay periods credited to him or her is inaccurate. Defendant's records will be presumed determinative absent credible evidence to rebut the accuracy of the workweeks and/or pay periods credited to the Class Member and PAGA Employee. The Administrator will evaluate the evidence submitted by the Class Member or PAGA Employee make a recommendation to the Parties as to which figures should be applied. If the Parties disagree with the Administrator's recommendation, the dispute will be presented to the Court for determination. The Court will make the final decision on disputes.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail by the Response Deadline. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Settlement Notice (plus an additional 14 days for Class Members whose Settlement Notice was re-mailed).

7.7.3 If a Class Member objects to the Settlement, the Class Member will remain a member of the Class. Moreover, if the Court grants final approval of the Settlement, any Class Member who does not opt-out of the Class Settlement will be bound by the terms of the Settlement and any Final Approval Order and Final Judgment.

- 7.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Settlement Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Settlement Notices mailed or re-mailed, Settlement Notices returned underlived, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Court has the authority to address and make a final decision, consistent with the terms of this Agreement, for any unresolved Participating Class Member challenges to the calculation of Workweeks and/or Pay Periods.
- 7.8.5 Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Settlement Notice, the Settlement Notices returned as undelivered, the re-mailing of Settlement Notices, attempts to locate Class Members, the total

number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. TOTAL WORKWEEKS, CLASS SIZE, AND NULLIFICATION CLAUSE

8.1 Total Workweeks and Class Size: The estimated number of workweeks at issue for the period of January 11, 2020 to the date of mediation (August 14, 2024) is approximately 7,819 workweeks. In the event the number of Workweeks, for the Class Period of January 11, 2020 through November 14, 2024, is more than 10%, i.e. more than 8,601 workweeks worked, then Defendant shall, at its option, either (a) increase the Gross Settlement Amount proportionally by the workweeks in excess of the 10%; or (b) cap the Class Period as of the date the number of workweeks reaches but does exceed 10%. Under option (a) an increase by more than 10% shall mean the number of workweeks increase by more than 10% through the Class Period, this will increase the Gross Settlement Amount proportionally over the 10% increase. For example, if the number of workweeks increase by 11% through the Class Period, and Defendant elects option (a) set forth above, then the Gross Settlement Amount shall increase by 1%.

8.2 Nullification: If Settlement Class Members representing more than an aggregate total of 10% of the verified workweeks timely opt out of the class settlement, Defendant shall have the sole and absolute discretion to rescind/void the Settlement no later than five (5) court days prior to the date of the Final Approval Hearing. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement. In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of the Settlement for failure to satisfy a condition of settlement, and the Settlement shall become null and void and have no further force or effect. In the event that Defendant exercises its option to revoke the Settlement, Defendant agrees to pay the Administration Costs incurred by the Administrator up to the date of Defendant's notice to revoke.

8.3 Material Changes of Basic Settlement Terms: The Parties retain the right, in the exercise of their sole respective discretion, to unilaterally withdraw from and terminate the

Settlement if the Court makes or orders material changes to the basic Settlement terms. Basic Settlement Terms include: (a) the amount of the Gross Settlement Amount; (b) the time period of the Released Class Claims; (c) the covered Class or PAGA Period; (d) the Escalator Clause; and/or (e) the Parties respective Option to Revoke Settlement as set forth herein.

9. MOTION FOR FINAL APPROVAL

- 9.1 Not later than 16 court days before the Final Approval Hearing date, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 9.2 Response to Objections. Each Party retains the right to respond independently to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.3 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, changes to the Basic Settlement Terms), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval, if possible. Nothing in this provision waives any party’s rights to terminate the settlement as set forth in section 8.3 above. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.4 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do

not affect the amount of the Net Settlement Amount. Nothing in this paragraph, or this Settlement, bars Class Counsel or Plaintiff from seeking an appeal related to the award of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payment.

- 9.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, the Basic Settlement Terms), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. **AMENDED JUDGMENT.**

- 10.1 If any amended judgment is required under the Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

- 11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. Defendant generally and specifically denies any and all liability or wrongdoing with any of the claims alleged in the Action or that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Defendant further makes no concessions or admissions of liability of any sort, makes no concessions or admissions that any Class Member is or was employed by Defendant, and contends that for any purpose other than settlement, the Action is not appropriate for class or representative treatment. Defendant asserts several defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. The monies being paid as part of the settlement are genuinely disputed, and the Parties agree the provisions of Labor Code section 206.5 are not applicable to this Settlement. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as adequate Class Representative. There has been no final determination by any court as to the merits of the claims asserted or as to whether a class or classes should be certified, other than for settlement purposes only. Except as permitted by law, e.g. necessary in a proceeding to

enforce the terms of this Settlement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant for the causes of action alleged in the Class Action Complaint or the FAC or to establish the existence of any condition constituting a violation of, or a non-compliance with federal, state, local or any other applicable law alleged in the Class Action Complaint or the FAC or released by this Settlement. Nor shall anything in this Agreement be construed or deemed as an admission by Defendant that this Action was properly brought as a class action pursuant to California Code of Civil Procedure section 382 and under California Business and Professions Code section 17200 and/or that the Action was properly brought as Private Attorney General Actions under PAGA. Finally, nothing in this Agreement or in the Preliminary Approval or Order Granting Final Approval shall be deemed a waiver of Defendant's right to enforce any alleged arbitration agreements of Class Members or Aggrieved Employees in the future. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses.

- 11.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding the MOU as well as any and all oral representations, warranties, covenants, or inducements made to or by any Party. Nothing in this Agreement or provision or in the Preliminary Approval or Order Granting Final Approval shall be deemed a waiver of Defendant's right to enforce the arbitration agreements of Class Members or Aggrieved Employees in the future.
- 11.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and NCPG, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any

modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 11.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.7 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: THE MYERS LAW GROUP, APC
David Myers
dmyers@myerslawgroup.com
2/ Jason Hatcher
jhatcher@myerslawgroup.com

Andriana N. Bravo
abravo@myerslawgroup.com
9327 Fairway View Place, Suite 100
Rancho Cucamonga, CA 91730

To NCPG: FISHER & PHILLIPS LLP
Christine D. Baran, Esq.
cbaran@fisherphillips.com
Spencer W. Waldron, Esq.
swaldron@fisherphillips.com
2050 Main Street, Suite 1000
Irvine, CA 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

11.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

11.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: February 12, 2025

PLAINTIFF ERICA JOHNSON

Signed by:
Erica Johnson
B34378FE730441D...
Erica Johnson

Dated: February 17, 2025

DEFENDANT NORTH COAST
PROPERTY GROUP, INC.

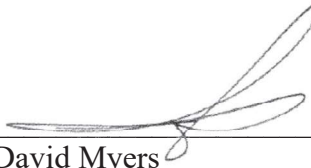
Kimberly Damon
Kimberly Damon (Feb 17, 2025 16:08 MST)

By:

Approved as to form and content:

Dated: 2/12/2025

THE MYERS LAW GROUP, A.P.C.



David Myers
Jason Hatcher
Attorneys for Plaintiff Erica Johnson

Dated: February 12, 2025

FISHER & PHILLIPS LLP

By: 

Christine D. Baran, Esq.
Spencer W. Waldron, Esq.
Attorneys for Defendant North Coast
Property Group, Inc.

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Erica Johnson v. North Coast Property Group, Inc.
Case No. CIVSB2400231
San Bernardino Superior Court

*The Superior Court for the State of California authorized this Notice. Read it Carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action and Private Attorneys General Act (“PAGA”) lawsuit (“Action”) against Defendant North Coast Property Group, Inc. (referred to as “NCPG”) for alleged employment wage and hour violations.

The proposed Settlement has two main parts: (1) a Class Settlement, and (2) a PAGA Settlement. The Action was filed by NCPG employee Erica Johnson (“Plaintiff”) and seeks payments of (1) back wages and other relief for a class of hourly employees who worked for NCPG, in California, during the Class Period of January 11, 2020 to November 14, 2024 (“Class Period”); and (2) civil penalties for hourly employees who worked for NCPG, in California, during the PAGA Period of January 11, 2023 to November 14, 2024 (“PAGA Period”).

Based on NCPG’s records, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you might receive may change depending on a number of factors as identified below.

The above estimates are based on NCPG’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If no amount is stated for your Individual PAGA Payment, then according to NCPG’s records you were not an hourly employee who worked for NCPG, in California, during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement, and enter a judgment, which will require NCPG to make payments under the Settlement in exchange for Participating Class Members and PAGA Employees releasing claims against NCPG as stated herein in Section 3.

NCPG will not retaliate against you for any actions you take with respect to the proposed Settlement

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Receive a Payment	To receive the cash payment for the Individual Class Payment from this Settlement, you <u>do not</u> have to do

	anything. Your estimated Individual Class Payment is estimated to be \$ _____. See the explanation below. If you are a PAGA Employee you will also receive the Individual PAGA Payment. Your estimated Individual PAGA Payment is estimated to be \$ _____. See the explanation below.
Exclude Yourself from the Class Action Settlement The Opt-out Deadline is _____	If you do not want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Administrator the Opt-Out Notice (Exhibit 1). If you request exclusion, you will receive no money from the Class Action portion of the Settlement. However, if you are a PAGA Employee, you will still receive your PAGA Payment as you cannot opt-out of the proposed PAGA Settlement.
Participating Class Members Can Object to the Class Settlement Written Objections Deadline is _____	All Class Members who do not opt-out (“Participating Class Members”) can object to the proposed Class Settlement. Directions are provided below.
You May Participate at the _____ Final Approval Hearing	You do not have to attend the Final Approval Hearing, 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.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment depends on how many workweeks you worked during the Class Period and the PAGA Payment depends on how many Pay Periods you worked at least one day during the PAGA Period. The workweeks reported for you in this Notice derive from NCPG’s data. If you disagree with either of the workweek numbers reported for your, you may challenge these workweeks pursuant to the process detailed below.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former NCPG employee. The operative First Amended Complaint accuses NCPG of violating California labor laws by failing to: pay overtime and double time wages based on the correct regular rate of pay, unpaid wages due to off-the-clock work, provide legally compliant meal periods, legally compliant rest periods, pay all wages due timely upon termination, provide accurate wage statements, and reimburse business expenses. Based on the same claims, Plaintiff have also asserted a claim for restitution under California’s Unfair Competition Law and for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Plaintiff is represented by attorneys: The Myers Law Group, APC (referred to as “Class Counsel”).

NCPG strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. NCPG further denies that the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Class Notice or the Settlement itself, or any actions to carry out the terms of the Settlement mean that Defendant admits any fault, guilt, negligence, wrongdoing or liability whatsoever.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether NCPG or Plaintiff are correct on the merits.

In the meantime, Plaintiff and NCPG hired an experienced, neutral mediator, Tagore Subramaniam, in an effort to resolve the Action and end the case via a settlement agreement rather than continuing the expensive and time-consuming process of litigation. The mediation negotiations were successful and resulted in the parties signing the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement Agreement” or “proposed Settlement Agreement” or “Agreement”). Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, NCPG does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because: (1) NCPG has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

NCPG Will Pay \$290,000 as the Gross Settlement Amount (Gross Settlement). NCPG has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses/cost, and penalties to be paid to the California Labor and

Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, NCPG will fund the Gross Settlement not more than 10 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters judgment granting final approval, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Requested Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$96,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$12,500 for their actual litigation expenses incurred. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000 as a Class Representative Award to Plaintiff Johnson for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than their Individual Class Payment and any Individual PAGA Payment under this Settlement.
- C. Up to \$3,000.00 to the Administrator for services and costs for administering the Settlement.
- D. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members on a pro rata basis as detailed below.

Taxes Owed on Payments to Class Members. Plaintiff and NCPG are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. NCPG will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void

date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. You should consult the California Controller's Unclaimed Property Fund instructions to determine how to retrieve your money should you not timely cash any check you receive as part of this proposed Settlement.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out via the attached form by the [REDACTED] Response Deadline. Excluded Class Members (i.e., those who opt-out of the Class Settlement) will not receive Individual Class Payments and will not be bound by the Settlement terms or claim releases therein.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement and who also qualify as a PAGA Employee will still receive the Individual PAGA Payment and are required to give up their right to assert PAGA claims against NCPG for the Released PAGA Claims detailed below.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and NCPG have agreed that, in either case, the Settlement will be void; and NCPG will not pay any money and Participating Class Members will not release the Released Class Claims.

Administrator. The Court has appointed a neutral company, **Phoenix Class Action Administration Solutions** (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also process Class Member Challenges for the Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release. After the Judgment is final and NCPG has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the Released Class Claims under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against NCPG or the Released Parties for the Released Class Claims. The Released Parties means NCPG and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

The Participating Class Members will be bound by the following release that constitutes the Released Class Claims:

Upon the Effective Date and Defendant's fulfillment of its payment obligations set forth herein, Plaintiff and Participating Class Members release and forever discharge, for the duration of the Class Period, all claims, rights, demands,

damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for all claims alleged by Plaintiff in the Class Action Complaint and FAC or that could have reasonably been alleged in the Operative Complaint based on the facts alleged in the Class Action Complaint and FAC. This includes claims for: (1) Failure to Pay All Overtime Wages; (2) Failure to Provide Meal Breaks; (3) Failure to Provide Rest Breaks; (4) Failure to Reimburse Business Expenses; (5) Failure to Provide Accurate Wage Statement; (6) Failure to Pay All Wages Due at Separation; (7) Unpaid Wages for off-the-clock work; (8) Unfair Competition or Business Practices derivative of the alleged causes of action in the Class Action Complaint and the FAC; associated statutory penalties, interest, and attorneys' fees and costs. This release excludes the release of claims not permitted by law. The Participating Class Members (not including Plaintiff) do not release any other claims, including but not limited to claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, claims based on any facts occurring outside the Settlement Class Period, or the PAGA cause of action or claims for PAGA (which are addressed in the PAGA Released Claims).

PAGA Employees' PAGA Release. After the Court's judgment is final, and NCPG has paid the Gross Settlement and separately paid the employer-side payroll taxes, all PAGA Employees will be barred from asserting the Released PAGA Claims against NCPG, or the Released Parties, whether or not they exclude themselves from the Settlement. This means that all PAGA Employees, including those who are Participating Class Members and those who are not Participating Class Member (i.e. opt-out of the Class Settlement), cannot sue, continue to sue, or participate in any other PAGA claim against NCPG, or the Released Parties, for the Released PAGA Claims.

The PAGA Employees will be bound by the following release that constitutes the Released PAGA Claims:

Upon the Effective Date and Defendant's fulfillment of its payment obligations as set forth herein, Plaintiff and PAGA Employees and the Labor Workforce Development Agency (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA Period) release and forever discharge, for the duration of the PAGA Period, all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Class Action Complaint, FAC and the PAGA Notice for this Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments, for Participating Settlement Class Members by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and then multiplying the result by each Participating Class Member's individual Workweeks.

Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment, for the PAGA Employees, by (a) dividing the \$2,500.00 by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's individual PAGA Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in NCPG's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter and any supporting documentation to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Court will review and resolve any workweek disputes not otherwise resolved by the Administrator and the Parties. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel during the period for Class Member and PAGA Employee challenges to the allocated workweek. Any unresolved challenges shall be filed with the Court, by Plaintiff, via a declaration from the Administrator with the posited challenge documents at the time the Motion for Final Approval is filed. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and all those individuals who qualify as PAGA Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment as applicable.

PAGA Employees Who Are Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee who opted out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you do not want to participate as a Settlement Class Member, you may "opt out", which will remove you from the Class Settlement and you will not receive an Individual Class Payment. That is, if the Court grants final approval of the settlement, you will not receive any money for the Individual Class Payment and you will not give up the right to sue NCPG or any of the Released Parties for the Released Class Claims. If you choose to opt out you must timely send a written opt out request (attached as Exhibit 1) to the Settlement Administrator. Please note that opting out of

the Class Settlement does not affect PAGA Employee status or the Released PAGA Claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and NCPG are asking the Court to approve. At least 16 court days before [REDACTED], the Final Approval Hearing date, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, reasonable, and adequate; and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting as a Class Counsel Fees Payment; Class Counsel Litigation Expenses Payment; Class Representative Service Awards; and Administration Expenses Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) or the Court's website for a fee at: <https://cap.sb-court.org/login>.

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may object. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action "NCPG Wage and Hour Cases" and include your name, current address, telephone number, and approximate dates of employment for NCPG and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing. If a Participating Class Member objects to the Settlement, the Participating Class Member will remain a member of the Class. Moreover, if the Court grants final approval of the Settlement, the Participating Class Member will be bound by the terms of the Settlement and any Final Approval Order and Final Judgment notwithstanding the objection.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but do not have to, attend the Final Approval Hearing on _____ at _____ in Department S37 of the San Bernardino Superior Court, located at 247 W 3rd Street, San Bernardino, CA 92415 either in person or through video conferencing. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything NCPG and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://cap.sb-court.org/login>) and entering the Case Number for the Action, Case No. CIVSB2400231. You can also personally review court documents in the Clerk's Office at the San Bernardino Superior Court, located at 247 W 3rd Street, San Bernardino, CA 92415.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: David Myers, Jason Hatcher, Andriana N. Bravo

Email Address: jhatcher@myerslawgroup.com

Name of Firm: The Myers Law Group, APC

Mailing Address: 9327 Fairway View Place, Suite 100, Rancho Cucamonga, CA 91730

Telephone: (909) 919-2027

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your Settlement check before cashing it, the Administrator will replace an uncashed check as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund at https://www.sco.ca.gov/upd_msg.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

If you move or otherwise change your mailing address after receipt of this notice, you should immediately notify the Administrator, at the contact information in Section 9 above, in order to ensure your check is mailed to the correct address.

Exhibit 1

OPT OUT NOTICE

**REQUEST FOR EXCLUSION FROM SETTLEMENT IN
JOHNSON V. NORTH COAST PROPERTY GROUP, INC.**

San Bernardino Superior Court, Case No. CIVSB2400231

If you exclude yourself from the Class Action Settlement, you will receive NO money from the Class Action Settlement, and you will not be bound by its terms. You will however receive a pro-rata portion of the PAGA settlement.

Name:	
Street Address:	
City/State/Zip Code:	
Telephone Number:	
Last Four Digits of Social Security Number:	

I have read the Court Approved Notice of Class Action and PAGA Action Settlement and I wish to opt out of the class action settlement of the case *Johnson v. North Coast Property Group, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2400231

Dated: _____
(Month, Day, Year)

(Signature)

(Typed or Printed Name)