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EVENTS MANAGEMENT, INC. DBA MCCALLS CATERING & EVENTS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JOSE I. SORIANO RODRIGUEZ, on behalf
of himself and all others similarly situated,
and the general public, and as an "Aggrieved
Employee" on behalf of other "Aggrieved
Employees" under the Private Attorneys
General Act of 2004,

Plaintiff(s),

vs.

EVENTS MANAGEMENT, INC. DBA
MCCALLS CATERING & EVENTS, a
California corporation; and DOES 1 to 25,
inclusive,

Defendant(s).

Case No.: CGC-24-615022

*Assigned for All Purposes to Hon. Ethan P.
Schulman, Department 304*

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

Action filed: May 28, 2024

1 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or
2 “Settlement Agreement”) is made and entered into by and between Plaintiff Jose I. Soriano Rodriguez
3 (“Plaintiff” or “Class Representative”), in his individual capacity, as class representative, and as a private
4 attorney general, and Defendant Events Management, Inc. dba Mccalls Catering & Events (“Defendant” or
5 “McCalls”) (collectively with Plaintiff, the “Parties”). Subject to the Court’s approval, the above-referenced
6 action is being compromised and settled under the terms set forth below. This Settlement Agreement binds
7 Plaintiff and the class purported to be represented and Defendant, subject to the terms set forth below.

8 DEFINITIONS

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

11 1. “Action” means the lawsuit captioned *Jose I. Soriano Rodriguez v. Events Management,*
12 *Inc. dba McCalls Catering & Events*, San Francisco Superior Court Case Number CGC-24-615022,
13 initiated on May 28, 2024.

14 2. “Attorneys’ Fees and Costs” means the amounts to be paid to Class Counsel, and approved
15 by the Court, for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred
16 and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees,
17 investigation costs, and costs associated with documenting the Settlement, providing any notices required
18 as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the
19 Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’
20 fees not in excess of one third (1/3) of the Gross Settlement Amount, or Two Hundred Eighty-Three
21 Thousand Three Hundred Thirty-Three Dollars and Thirty Three Cents (\$283,333.33). The Attorneys’ Fees
22 and Costs will also mean and include the additional reimbursement of any costs and expenses associated
23 with Class Counsel’s litigation and settlement of the Action, up to Twelve Thousand Five Hundred Dollars
24 (\$12,500), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for
25 fees and reimbursement of costs as set forth above.

26 3. “Class Counsel” means Maralle Messrelian, Esq. of MM Law, APC.

27 4. “Class List” means a complete list of all Class Members that Defendant will diligently and
28 in good faith compile from their records and provide to the Settlement Administrator and Class Counsel

1 within thirty (30) business days of Preliminary Approval of this Settlement. The Class List will be formatted
2 in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address
3 and telephone number; Social Security number; dates of employment; the respective number of Workweeks
4 that each Class Member worked during the Class Period and the number of PAGA Pay Periods worked
5 during the PAGA Period; and any other relevant information needed to calculate settlement payments.

6 5. "Class Member(s)" or "Settlement Class," for settlement purposes only, means all current
7 and former non-exempt, hourly paid employees who worked for Defendant Events Management, Inc. dba
8 McCalls Catering & Events in California at any time during the Class Period.

9 6. "Class Notice" means the Court approved Notice of Class Action Settlement, substantially
10 in the form attached as Exhibit A.

11 7. "Class Period" means the period from May 28, 2020 to June 10, 2025.

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

17 9. "Court" means the San Francisco County Superior Court.

18 10. "Defendant" means Defendant Events Management, Inc. dba McCalls Catering & Events.

19 11. "Defense Counsel" means Michael D. Bruno and Rachel Winterle of Gordon Rees Scully
20 Mansukhani, LLP.

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

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

1 14. “Final Approval Order” means the Court’s order granting final approval of the Settlement
2 Agreement.

3 15. “Gross Settlement Amount” means the Gross Settlement Amount of Eight Hundred Fifty
4 Thousand Dollars (\$850,000), to be paid by Defendant in full satisfaction of all Released Class Claims and
5 Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs,
6 the Class Representative Enhancement Payment, the PAGA Penalties, and Settlement Administration
7 Costs. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise
8 explicitly set forth in Paragraph 56 below. There will be no reversion of the Gross Settlement Amount to
9 Defendant. Defendant will be separately responsible for any employer payroll taxes required by law,
10 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross
11 Settlement Amount.

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

14 17. “Judgment” means the judgment entered by the Court based upon granting final approval
15 of the Settlement Agreement.

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

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

26 20. “PAGA” means California’s Private Attorneys General Act (Labor Code §§ 2698. *et*
27 *seq.*).

28 21. “PAGA Members” means all persons who worked for Defendant as non-exempt, hourly

1 paid employees in California at any time during the PAGA Period.

2 22. "PAGA Pay Periods" means any pay period during which a PAGA Member worked for
3 Defendant for at least one (1) day during the PAGA Period. All PAGA Members will be credited with at
4 least one Pay Period during the PAGA Period.

5 23. "PAGA Period" means the period from March 14, 2023 to June 10, 2025.

6 24. "PAGA Penalties" mean means the total amount of PAGA civil penalties to be paid from
7 the Gross Settlement Amount to the Labor and Workforce Development Agency ("LWDA"), allocated
8 75% to the LWDA (\$37,500) and 25% to PAGA Members (\$12,500) ("PAGA Fund") in settlement of the
9 PAGA claims.

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

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

13 27. "Plaintiff" means Plaintiff Jose I. Soriano Rodriguez.

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

16 29. "Preliminary Approval Order" means the proposed order granting preliminary approval of
17 the Settlement to be mutually agreed upon by the Parties prior to Plaintiff's presentation of the same to the
18 Court.

19 30. "Released Class Claims" means any and all claims all the claims, charges, complaints,
20 liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each
21 Participating Class Member had, now has, or may hereafter claim to have against the Released Parties that
22 were asserted in the Operative Complaint based on claimed conduct during the Class Period, or that could
23 have been asserted based on any of the facts, events, acts, omissions, or failures to act alleged in the
24 Operative Complaint that occurred during the Class Period (the "Released Class Claims"). The Released
25 Class Claims specifically include claims for: (1) Failure to Pay All Wages Earned for All Hours Worked at
26 the Correct Rates of Pay; (2) Failure to Provide Legally Compliant Rest Breaks; (3) Failure to Provide
27 Legally Compliant Meal Periods; (4) Failure to Indemnify; (5) Failure to Provide Accurate Itemized Wage
28 Statements; (6) Failure to Pay Wages Owed Every Pay Period; (7) Failure to Pay Wages When

1 Employment Ends; and (8) Unfair Competition. The specific statutes released include the following (though
2 this list does not narrow the scope of the release described above and below): Labor Code §§ 201, 202, 203,
3 204, 226, 226.7, 353, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2802, 2698 *et seq.*, 2699, 2699.3, and
4 2699.5; the applicable IWC Wage Orders, including No. 5-2001; California Code of Regulations, Title 8,
5 section 11050; and Business & Professions Code § 17200, *et. seq.* The Released Claims exclude claims for
6 workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits,
7 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
8 disability, social security, Class Claims outside the Class Period and any other claim or right that as a matter
9 of law cannot be waived or released.

10 31. "Released PAGA Claims" means any and all claims, demands, rights, liabilities and causes
11 of action under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that were alleged
12 or could reasonably have been alleged based on the same facts alleged in the operative Complaint, or were
13 asserted in the Plaintiff's March 14, 2024 Notice Letter to the LWDA (the "PAGA Notice"), and ascertained
14 in the course of the Action, arising during or with respect to the PAGA Period. The Released PAGA Claims
15 will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future
16 lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA Claims.

17 32. "Released Parties" means Defendant, and Defendant's affiliates, parents, and each of their
18 company-sponsored employee benefit plans, and their respective successors and predecessors in interest,
19 all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each
20 of their past, present and future officers, directors shareholders, employees, agents, principals, heirs,
21 representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

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

28 34. "Response Deadline" means the deadline by which Class Members must postmark or

1 email to the Settlement Administrator Requests for Exclusion, postmark or email disputes concerning the
2 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
3 Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Class
4 Notice by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or State
5 holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal
6 Service is open. Those Class Members who receive a re-mailed Class Notice, will have either (a) fifteen
7 (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to
8 submit a Request for Exclusion, disputes concerning the calculation of Individual Settlement Payments, or
9 an objection to the Settlement.

10 35. "Settlement Administration Costs" means the costs payable from the Gross Settlement
11 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
12 printing, distributing, and tracking documents for this Settlement, sending notices and translating the same
13 to Spanish, calculating the individual payments to be issued to Class Members and PAGA Members,
14 establishing a qualified settlement fund and holding the various payments from Defendant comprising the
15 Gross Settlement Amount and employer payroll taxes, tax reporting, distributing the Gross Settlement
16 Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement
17 Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such
18 costs in excess of the amount represented by the Settlement Administrator as being the maximum costs
19 necessary to administer the Settlement. Settlement Administration Costs are currently estimated to be Nine
20 Thousand Nine Hundred Fifty Dollars (\$9,950).

21 36. "Settlement Administrator" means ILYM Group Inc. The Parties and their Counsel each
22 represent that they do not have any financial interest in the Settlement Administrator or otherwise have a
23 relationship with the Settlement Administrator that could create a conflict of interest.

24 37. "Workweeks" means any week during which a Class Member worked for Defendant for
25 at least one (1) day during the Class Period. All Class Members will be credited with at least one Workweek
26 during the Class Period.

27 **TERMS OF AGREEMENT**

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

1 38. Funding of the Gross Settlement Amount. Defendant will fund the Gross Settlement
2 Amount, and also fund the amounts necessary to fully pay Defendant's share of employer payroll taxes on
3 the wage portions of the Individual Settlement Payments, by transmitting the funds to the Settlement
4 Administrator in one payment thirty days after the Effective Date of the Settlement. Defendant has no
5 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to this deadline. The date on
6 which Defendant fully funds the Gross Settlement Amount is referred to herein as the "Funding Date."

7 39. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
8 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than one
9 third (1/3) of the Gross Settlement Amount, which is currently estimated to be Two Hundred Eighty Three
10 Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$283,333.33), plus the
11 reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and
12 settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Twelve
13 Thousand Five Hundred Dollars (\$12,500), both of which will be paid from the Gross Settlement Amount.

14 40. Class Representative Enhancement Payment. In exchange for a general release, and in
15 recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees
16 not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up
17 to Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be paid from the
18 Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant
19 to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the
20 Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement
21 Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement
22 Payment sought by Plaintiff is not ultimately awarded by the Court. The Settlement Administrator will
23 report the Class Representative Enhancement Payment on IRS 1099 Forms.

24 41. Settlement Administration Costs. The Settlement Administrator will be paid for the
25 reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement
26 Amount, which is currently estimated to be Nine Thousand Nine Hundred Fifty Dollars (\$9,950). These
27 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax
28 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class

1 Notices and translating same to Spanish, calculating and distributing the Gross Settlement Amount, and
2 providing necessary reports and declarations.

3 42. PAGA Penalties. Subject to Court approval, Fifty Thousand Dollars (\$50,000) from the
4 Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to the
5 PAGA, Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500) will be
6 paid to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500),
7 will be paid to PAGA Members in proportion to the number of Pay Periods worked during the PAGA
8 Period.

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

15 44. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
16 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

17 45. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion
18 of the PAGA Fund will revert to or be retained by Defendant.

19 46. Individual Settlement Payment Calculations. Individual Settlement Payments will be
20 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
21 Workweeks a Class Member worked during the Class Period and the number of PAGA Pay Periods a
22 PAGA Member worked during the PAGA Period, respectively. Specific calculations of Individual
23 Settlement Payments will be made as follows:

24 46(a) Payments from the Net Settlement Fund. Defendant will calculate the total
25 number of Workweeks worked by each Class Member during the Class Period
26 and the aggregate total number of Workweeks worked by all Class Members
27 during the Class Period. To determine each Class Member's estimated
28 "Individual Settlement Payment" from the Net Settlement Fund, the

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

16 46(b) Payments from the PAGA Fund. Defendant will calculate the total number of
17 PAGA Pay Periods worked by each PAGA Member during the PAGA Period
18 and the aggregate total number of PAGA Pay Periods worked by all PAGA
19 Members during the PAGA Period. To determine each PAGA Member’s
20 estimated “Individual Settlement Payment” from the PAGA Fund the
21 Settlement Administrator will use the following formula: The PAGA Fund
22 will be divided by the aggregate total number of PAGA Pay Periods during the
23 PAGA Period, resulting in the “PAGA Pay Period Value.” The PAGA Fund
24 portion of each PAGA Member’s “Individual Settlement Payment” will be
25 calculated by multiplying each individual PAGA Member’s total number of
26 PAGA Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund
27 will be disbursed to all PAGA Members.

28 47. No Credit Toward Benefit Plans. The Individual Settlement Payments made to

1 Participating Class Members or PAGA Members under this Settlement, as well as any other payments made
2 pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
3 to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans,
4 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan,
5 nor do any payments under this Settlement extend or alter Class Members' or PAGA Members' period of
6 employment for any purpose. Rather, it is the Parties' intention that this Settlement Agreement will not
7 affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit
8 plans.

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

12 49. Delivery of the Class List. Within thirty (30) business days of Preliminary Approval,
13 Defendant will provide the Class List to the Settlement Administrator.

14 50. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List
15 from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular
16 First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

17 51. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
18 Settlement Administrator will perform a search based on the National Change of Address Database for
19 information to update and correct for any known or identifiable address changes. Any Class Notices
20 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent
21 promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
22 Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is
23 provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-
24 trace, or other search using the name, address and/or Social Security Number of the Class Member involved,
25 and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice will
26 have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline,
27 whichever is later, to submit a Request for Exclusion, disputes concerning the calculation of the Class
28 Member's Individual Settlement Payment, or an objection to the Settlement.

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

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

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

25 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
26 Settlement Agreement must sign and email or postmark a written Request for Exclusion to the Settlement
27 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
28 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request

1 for Exclusion has been timely submitted. Those Class Members who receive a re-mailed Class Notice will
2 have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline,
3 whichever is later, to submit a Request for Exclusion.

4 56. Escalator. Based on its records, Defendant estimated approximately 40,824 workweeks at
5 the time of mediation on June 10, 2025. In the event the number of workweeks is more than ten percent
6 (10%) greater than the estimated number of workweeks, the Gross Settlement Amount will be increased on
7 a pro rata basis for those workweeks over the 10% cushion. Defendant shall verify the workweeks and
8 notify Plaintiff's counsel whether the escalator clause has been triggered prior to the filing of Plaintiff's
9 motion for preliminary approval and this notification shall happen prior to filing for Plaintiff's motion for
10 preliminary approval if such filing takes place after the end of the Class Period.

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

15 58. Releases by Participating Class Members. Upon the Funding Date, and except as to such
16 rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together
17 and individually, on their behalf and on behalf of their respective representatives, heirs, executors,
18 successors, assignees, administrators, agents, and attorneys, shall fully and forever release and discharge all
19 of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class
20 Period. The Released Class Claims will forever be binding on, and shall have res judicata and preclusive
21 effect in, all past, pending, and future lawsuits maintained by Participating Class Members for any and all
22 of the Released Class Claims.

23 59. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
24 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
25 on their behalf and on behalf of their respective representatives, heirs, executors, successors, assignees,
26 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties,
27 or any of them, from each of the Released PAGA Claims during the PAGA Period. The Released PAGA
28 Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and

1 future lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA
2 Claims.

3 60. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by all
4 Participating Class Members and PAGA Members, Plaintiff, individually and on behalf of his former and
5 present spouses, representatives, heirs, executors, successors, assignees, administrators, agents, and
6 attorneys, will generally release and forever discharge the Released Parties, to the fullest extent permitted
7 by law, of and from any and all claims, transactions, or occurrences of any nature whatsoever, whether
8 known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties
9 as of the date of execution of this Settlement Agreement. (“Plaintiff’s Release.”) Plaintiff’s Release does
10 not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law
11 cannot be waived. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
12 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
13 Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional
14 facts or Plaintiff’s discovery of them. To the extent the foregoing release is a release to which Section 1542
15 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly
16 waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California
17 Civil Code or similar provisions of applicable law which are as follows:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
19 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
20 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
21 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
22 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

23 61. Objection Procedures. To object to the Settlement Agreement, a Class Member may either
24 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline,
25 or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting
26 a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have
27 waived all objections to the Settlement and will be foreclosed from making any objections, whether by
28 appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek

1 to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement
2 or appeal from the Final Approval Order and Judgment. Class Counsel will not represent any Class
3 Members with respect to any such objections to this Settlement. If a Class Member timely submits both a
4 Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and
5 considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or
6 be bound by the Settlement.

7 62. Certification Reports Regarding Individual Settlement Payment Calculations. The
8 Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report that certifies the
9 number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement,
10 and whether any Class Member has submitted a challenge to any information contained in their Class
11 Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator
12 will provide to counsel for both Parties any updated reports regarding the administration of the Settlement
13 Agreement as needed or requested. Not later than five (5) days after the expiration of the deadline for
14 submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel and Class
15 Counsel containing the names of Class Members who have timely submitted valid Requests for Exclusion
16 (“Exclusion List”) and the names of Class Members who have submitted invalid Requests for Exclusion.

17 63. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of
18 the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members
19 and PAGA Members; (b) the LWDA; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator
20 will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

21 64. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment
22 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
23 than one hundred and eighty (180) calendar days after issuance will be transmitted to the State Controller
24 Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to
25 the requirements of California Code of Civil Procedure Section 384, subd. (b).

26 65. Certification of Completion. Upon completion of administration of the Settlement, the
27 Settlement Administrator will provide a written declaration under oath to certify such completion to the
28 Court and counsel for all Parties.

1 66. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be
2 allocated as follows: (a) Twenty Percent (20%) of the Net Settlement Fund portion of each Individual
3 Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty
4 Percent (80%) of the Net Settlement Fund portion of each Individual Settlement Payment will be allocated
5 as penalties and interest for which IRS Forms 1099-MISC will be issued. One Hundred Percent (100%) of
6 payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS
7 Forms 1099-MISC will be issued.

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

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

17 69. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
18 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
19 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
20 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
21 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
22 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
23 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
24 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
25 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
26 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT
27 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
28 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON

1 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
2 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
3 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID
4 ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND
5 (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
6 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S
7 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
8 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
9 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
10 BY THIS AGREEMENT.

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

15 71. No Related Matters. The Parties, Class Counsel and Defense Counsel represent that they
16 are not aware of any other pending action asserting claims that will be extinguished or affected by the
17 Settlement.

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

23 73. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion identified
24 in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, to
25 elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall
26 be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation
27 to perform under this Agreement; provided, however, Defendant will remain responsible for paying all
28 Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel of its

election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

74. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

75. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the final approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the LWDA Payment; and (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

76. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

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

1 78. Entire Agreement. This Settlement Agreement and any attached Exhibit(s) constitute the
2 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
3 be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and
4 California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be
5 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties
6 agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms
7 of this Settlement Agreement.

8 79. Amendment or Modification. No amendment, change, or modification to this Settlement
9 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
10 by the Court.

11 80. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
13 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
14 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
15 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
16 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
17 agreement on the form or content of any document needed to implement the Settlement, or on any
18 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
19 may seek the assistance of the Court to resolve such disagreement.

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

22 82. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
23 be governed by and interpreted according to the laws of the State of California.

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

28 84. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this

1 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
2 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all
3 relevant factors, present and potential. The Parties further acknowledge that they are each represented by
4 competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness
5 and reasonableness of this Settlement.

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

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

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

20 88. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
21 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering
22 into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or
23 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable
24 laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in
25 any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
26 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
27 negotiations connected with it, will be construed as an admission or concession by Defendant of any such
28 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the

1 terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or
2 received as evidence in any action or proceeding to establish any liability or admission on the part of
3 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance
4 with, federal, state, local or other applicable law.

5 89. Informal Discovery. The Parties agree that any and all information provided pursuant to
6 Cal. Evid. Code §1152, and all documents, disclosures and/or exchanges of information provided in
7 connection with mediation, other settlement negotiations, or in connection with the Settlement, are
8 privileged and confidential, and may be used only with respect to this Settlement, and no other purpose.
9 Such information shall include but is not limited to: (1) Class Members' time and payroll records; (2) written
10 policies and procedures; and (3) information disclosed pursuant to the mediation and/or settlement privilege.
11 The Parties agree to treat and maintain the information disclosed confidentially, protect it, and take any and
12 all reasonable steps to maintain it confidentially and treat it as a trade secret. However, the Parties expressly
13 agree that Class Counsel may disclose such information to the Court as is necessary to consummate and
14 finalize the approval process of the Settlement by the Court.

15 90. No Public Comment. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately
16 agree that until the motion for preliminary approval of the Settlement is filed, they and each of them will
17 not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
18 publicize, any of the terms of the Settlement Agreement directly or indirectly, specifically or generally, to
19 any person, corporation, association, government agency. This paragraph does not restrict Class Counsel's
20 communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class
21 Members. Thereafter, Plaintiff and Class Counsel will further agree to keep this Settlement confidential,
22 including, without limitation, no disclosures to the media, or on any websites, blogs, social media, and/or
23 online platforms. Exceptions to the obligation of confidentiality in this section are: (a) disclosures necessary
24 to comply with the law, judicial process, or for financial planning or tax preparation purposes, including in
25 response to a court order or subpoena, or inquiry or subpoena by a state or federal government agency; (b)
26 disclosures to the Parties' attorneys, accountant, or spouses, all of whom will be instructed to keep this
27 Settlement Agreement confidential; (c) counsel in a related matter with the instruction to keep this
28 Settlement Agreement confidential; (d) to obtain and seek approval of this Settlement in Court and as is

1 necessary to provide settlement information to Class Members and PAGA Members; (e) if any party to this
2 Settlement Agreement seeks to enforce any term or condition of this Settlement against any other party to
3 this Settlement; and (f) in court filings to establish adequacy of counsel in other actions, or for purposes of
4 seeking approval of comparable settlements.

5 91. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
6 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
7 a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

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

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

22 95. All Terms Subject to Final Court Approval. All amounts and procedures described in this
23 Settlement Agreement herein will be subject to final Court approval.

24 96. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
25 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
26 Agreement.

27 97. Binding Agreement. The Parties warrant that they understand and have full authority to
28 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully

1 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any
2 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise
3 might apply under federal or state law.
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5 *[Continued on next page]*
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8 **[READ CAREFULLY BEFORE SIGNING]**
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1 **PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL**

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4 DATED: 07/26/2025, 2025

By:  Jose I. Soriano Rodriguez (Jul 26, 2025 16:33:52 PDT)
Plaintiff Jose I. Soriano Rodriguez

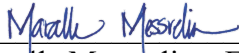
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6 *Approved as to Form:*

7

8 DATED: July 26, 2025

MM LAW, APC

9 By:  _____
10 Maralle Messrelian, Esq.
11 Attorneys for Plaintiff and the Class

12 **DEFENDANT AND COUNSEL FOR DEFENDANT**

13

14 EVENTS MANAGEMENT, INC. DBA
15 MCCALLS CATERING & EVENTS

16 DATED: _____, 2025

By: _____
17 Lucas Shoemaker, President

18

19 *Approved as to Form:*

20

21 DATED: _____, 2025

GORDON REESE SCULLY MANSUKHANI
22 LLP

23 By: _____
24 Michael D. Bruno, Esq.
25 Rachel Wintterle, Esq.
26 Attorneys for Defendant

PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

DATED: _____, 2025

By: _____
Plaintiff Jose I. Soriano Rodriguez

Approved as to Form:

DATED: _____, 2025

MM LAW, APC

By: _____
Maralle Messrelian, Esq.
Attorneys for Plaintiff and the Class

DEFENDANT AND COUNSEL FOR DEFENDANT

July 28, 2025

EVENTS MANAGEMENT, INC. DBA
MCCALLS CATERING & EVENTS

D000A76D0AA8473...

DATED: _____, 2025

By: _____
Lucas Shoemaker, President

Approved as to Form:

DATED: July 29, 2025

GORDON REESE SCULLY MANSUKHANI
LLP

By:  _____
Michael D. Bruno, Esq.
Rachel Wintterle, Esq.
Attorneys for Defendant

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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Jose I. Soriano Rodriguez v. Events Management, Inc. dba McCalls Catering & Events
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN FRANCISCO, Case No. CGC-24-615022

To: All persons who worked for Defendant Events Management, Inc. dba McCalls Catering & Events (“Defendant” or “McCalls”) as non-exempt employees in California at any time during the period from May 28, 2020 to June 10, 2025 (“Class Members”).

All persons who worked for Defendant as non-exempt employees in California at any time during the period of March 14, 2023 to June 10, 2025 (“PAGA Members”).

Name
Address

***YOU ARE NOT BEING SUED. THIS NOTICE MAY AFFECTS YOUR RIGHTS.
PLEASE READ IT CAREFULLY***

On [REDACTED], the Honorable Ethan P. Schulman of the San Francisco County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] :00 .m. on [REDACTED], 2025 in Department 304 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102.

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

If you move, you must send the Settlement Administrator your new address; otherwise, you may not receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, from the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 304 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

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

The Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant, through their attorneys, and following participation in mediation before experienced wage-and-hour mediator Jason Marsili, Esq.,

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

McCalls denies all of Plaintiff's allegations and specifically denies that it violated the law in any way as described in the lawsuit. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement, means that McCalls admits any fault, guilt, negligence, wrongdoing or liability whatsoever.

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

There has been no finding of any wrongdoing by McCalls. McCalls wishes to settle in order to avoid the costs, time, and disruption caused by litigation.

Summary of The Proposed Settlement Terms

Settlement Amount. McCalls has agreed to pay the amount of \$850,000 (the “Gross Settlement Amount”) to fully resolve the claims against it in the Action. The Gross Settlement Fund includes all settlement payments to the Settlement Class Members, Class Counsel’s attorney’s fees, litigation costs and expenses, the Settlement Administration Expenses, and Service Award to the Class Representative, as outlined below.

- **Settlement Administration Expenses.** Payment to the Settlement Administrator, estimated not to exceed \$9,950, for the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion submitted by Class Members, Objections to the Settlement submitted by Settlement Class Members, calculating Individual Settlement Shares, and distributing settlement payments.
- **Attorney’s Fees and Litigation Costs and Expenses.** Payment to Court-approved Class Counsel of reasonable attorney’s fees in an amount not to exceed 1/3 (33.33%) of the Gross Settlement Amount (i.e., \$283,333.33) as reasonable compensation for the work Class Counsel performed in this Action, and will continue to perform through settlement finalization, together with reimbursement for actual litigation expenses and costs actually incurred in connection with the Action not to exceed \$12,500 (“Attorneys’ Fees and Costs”). Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- **Class Representative Enhancement Payment to Plaintiff Jose I. Soriano Rodriguez .** A service award not to exceed \$10,000 to Plaintiff Jose I. Soriano Rodriguez to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for his general release of claims. This payment is in addition to whatever payments Plaintiff is otherwise entitled to as a Settlement Class Member.
- **PAGA Penalties.** A payment of \$50,000 for settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

After deducting the above payments, a total of approximately \$496,716.67 will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Fund”). Additionally, all PAGA Members will receive a proportional share of the \$12,500 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from May 28, 2020 to June 10, 2025 (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class

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

Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

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

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from March 14, 2023 to June 10, 2025 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Pay Periods by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

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

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

Settlement Administrator

c/o [REDACTED]

Email: [REDACTED]

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

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Class Action Settlement

Option 1 – Automatically Receive a Payment from the Class Action Settlement

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

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

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

Released Class Claims: Any and all claims all the claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each Participating Class Member had, now has, or may hereafter claim to have against the Released Parties that were asserted in the Complaint based on claimed conduct during the Class Period, or that could have been asserted based on any of the facts, events, acts, omissions, or failures to act alleged in the Operative Complaint that occurred during the Class Period (the “Released Class Claims”). The Released Class Claims specifically include claims for: (1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay; (2) Failure to Provide Required Rest Breaks; (3) Failure to Provide Meal Periods; (4) Failure to Indemnify; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay Wages Owed Every Pay Period; (7) Failure to Pay Wages When Employment Ends;; and (8) Unfair Competition. The specific statutes released include the following (though this list does not narrow the scope of the release described above and below): Labor Code §§ 201, 202, 203, 204, 226, 226.7, 353, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2802, 2698 et seq, 2699, 2699.3, and 2699.5; the applicable IWC Wage Orders, including No. 5-2001; California Code of Regulations, Title 8, section 11050; and Business & Professions Code § 17200, *et. seq.* The Released Claims exclude claims for workers’ compensation benefits, unemployment insurance benefits, pension or retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, Class Claims outside the Class Period and any other claim or right that as a matter of law cannot be waived or released.

Released PAGA Claims: Any and all claims, demands, rights, liabilities and causes of action under the Private Attorneys General Act, California Labor Code §§ 2698, et seq., that were alleged or could reasonably have been alleged based on the same facts alleged in the operative Complaint, or were asserted in the Plaintiff’s March 14, 2024 Notice Letter to the LWDA (the “PAGA Notice”), and ascertained in the course of the Action, arising during or with respect to the PAGA Period. The Released PAGA Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA Claims.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible.

Option 2 – Opt Out of the Class Action Settlement

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

Settlement Administrator

c/o [REDACTED]
[REDACTED]

The Request for Exclusion must be postmarked or emailed not later than [REDACTED], 2025. If you submit a Request for Exclusion which is not postmarked or emailed by [REDACTED], 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

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

- Not receive a payment from the Net Settlement Fund.
- Not release the Released Class Claims.

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

- If you are a PAGA Member, you will still release the Released PAGA Claims and will receive a payment from the PAGA Fund.

Option 3 – Object to the Class Action Settlement

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

All written objections must be received by the administrator by no later than [redacted] 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the final fairness hearing set for [redacted] at [redacted] a.m./p.m. in the Superior Court of the State of California, for the County of San Francisco and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

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

Please note that you cannot object to the PAGA portion of the settlement.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

For the settlement's complete terms and conditions, please consult the detailed Joint Stipulation of Class Action Agreement which is attached as Exhibit 1 to the Declaration of Maralle Messrelian in support of the Motion for Preliminary Approval of Class Action Settlement filed on [date of filing]. The settlement documents and other pleadings and documents on file with the Court may be viewed electronically on the Settlement Administrator's website at [insert website name]. You can also access the San Francisco County Superior Court's Online Services at <https://sf.courts.ca.gov/online-services/case-information>, or by visiting the Clerk's Office at the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. (For more information on reservations for in-person services, please visit the San Francisco Superior Court's website at <https://sf.courts.ca.gov/>).

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, ILYM Group, Inc., toll free at 1-***-***-****.

In addition, contact information for Class Counsel, as well as Defendant's attorneys, are as follows:

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

<u>Counsel for the Class and Plaintiff</u> Maralle Messrelian MM LAW, APC 500 N. Brand Blvd., Suite 2000 Glendale, California 91203 Telephone: (818) 810-7747	<u>Counsel for Defendant Mccalls Catering & Events</u> Michael D. Bruno / Rachel Wintterle GORDON REES SCULLY MANSUKHANI, LLP 315 Pacific Avenue San Francisco, California 94111 Telephone: (415) 986-5900
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PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

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