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SHEFFIELD PLATERS, INC.

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

TIMOTHY DWAYNE CANADY, individually and
on behalf of others similarly situated,

Plaintiff,

vs.

SHEFFIELD PLATTERS, INC. a corporation; and
DOES 1 through 10, inclusive,

Defendants.

CASE NO. 37-2024-00014952-CU-OE-CTL

CLASS & REPRESENTATIVE ACTION

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

Judge: Hon. Joel Wohfeil
Dept.: C-73

Complaint Filed: March 29, 2024
Trial Date: Not Yet Set

This Joint Stipulation of Class and PAGA Representative Action Settlement and Release of Claims (“Settlement” or “Agreement”) is made and entered into by and between Plaintiff Timothy Dwayne Canady (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class members and aggrieved employees, and Defendant Sheffield Platers, Inc.¹ (“Defendant”). Plaintiff and Defendant are collectively referred to herein as “the Parties.”

¹ Defendant erroneously named as “Sheffield Platters, Inc.”

I. DEFINITIONS

The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in this Settlement:

1. “Action” shall mean the operative Complaint of the civil action initially commenced on March 29, 2024, filed and maintained by Plaintiff against Defendant in the Superior Court of California, County of San Diego, Case No. 37-2024-00014952-CU-OE-CTL.

2. “Class” shall mean all persons who, during the Class Period, have previously been or currently are employed in California by Defendant, as hourly-paid, non-exempt employees. “Class Member” shall mean an individual who is a member of the Class (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification), including both Participating Class Members and Non-Participating Class Members.

3. “Class Counsel” shall mean the attorneys representing Plaintiff in the Action, Tyler Woods, Ghazaleh Attaran, Bradford Smith, and Alan Wilcox of Wilshire Law Firm.

4. “Class Counsel Fees Payment” shall mean an award to Class Counsel of up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be One Hundred Sixty-One Thousand, Six Hundred Sixty-Six Dollars And Sixty-Seven Cents [\$161,666.67]), subject to approval by the Superior Court as Class Counsel’s attorneys’ fees incurred in connection with the Action, including fees incurred in pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

5. “Class Counsel Litigation Expenses Payment” shall mean the actual litigation expenses and/or costs expended by Class Counsel subject to approval by the Superior Court incurred in connection with the Action, including pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. Class Counsel’s expenses are not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00).

6. “Class Notice” shall mean the Notice of Proposed Settlement, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval, a sample of which is attached hereto as Exhibit “A.” The Class Notice shall further contain (i) a Class Member’s first and last name, (ii) last known

address, (iii) the Class Member's Individual Workweeks, (iv) the PAGA Group Member's Individual Pay Periods, if applicable; (v) the Class Member's estimated amount of the Settlement Share; and (vi) the PAGA Group Member's estimated PAGA Payment Share, if applicable. The Class Notice shall also provide the Class Members with instructions on how to opt-out of and/or object to the Settlement.

7. "Class Period" shall mean the period of time from March 29, 2020 through April 26, 2025.

8. "Class Representative Payment" shall mean the special payment made to Plaintiff in his capacity as Class Representative to compensate him for prosecuting the Action, and performing work in support of the Action, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), subject to approval by the Superior Court.

9. "Complaint" shall mean the operative Complaint in the Action.

10. "Defense Counsel" shall mean the attorneys representing Defendant in the Action, Matthew C. Sgnilek, Esq.; and Maysa Saaed, Esq. of O'Hagan Meyer.

11. "Effective Date" shall mean the first business day following the last of the following occurrences: (i) if no Class Member both objects and also files either a timely motion to intervene and/or a timely motion to vacate the judgment, then fifteen (15) days following the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member both objects and either files a timely motion to intervene or a timely motion to vacate the judgment, then fifteen (15) days following the date the Court enters an order granting Final Approval of the Settlement, assuming no appeal is filed; or (iii) if a Class Member both objects and also files a timely motion to intervene or files a motion to vacate the Judgment and also files a timely appeal, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being possible. The occurrence of the Effective Date is a prerequisite to any obligation of Defendant to pay any funds into the Settlement Account.

12. "Employer's Payroll Taxes" shall mean Defendant's share of all payroll taxes payable to any and all government agencies incurred for any payments of Settlement Shares to Participating Class Members pursuant to this Settlement. Defendant's payment of the normal employer's share of payroll

taxes will be made separately and shall not come from the Maximum Settlement Amount.

13. “Final Approval Hearing” shall mean the hearing to be conducted by the Superior Court to determine whether to finally approve and implement the terms of this Settlement.

14. “Individual Pay Periods” shall mean the number of Pay Periods for an individual PAGA Group Member.

15. “Individual Workweeks” shall mean the number of Workweeks for an individual Class Member.

16. “Judgment” shall mean the Order of Final Judgment entered by the Superior Court that the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in this Action.

17. “LWDA Payment” shall mean the payment to the California Labor and Workforce Development Agency (“LWDA”) constituting seventy-five percent (75%) of the value assigned to the claim for penalties under the California Labor Code Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (“PAGA”). Specifically, Eighteen Thousand, One Hundred Eighty-Seven Dollars And Fifty Cents (\$18,187.50), which shall constitute the LWDA’s seventy-five percent (75%) share of Twenty-Four Thousand Two Hundred Fifty Dollars And Zero Cents (\$24,250.00) in civil penalties paid under this Settlement. The remaining Six Thousand Sixty-Two Dollars And Fifty Cents (\$6,062.50) in civil penalties shall be distributed on a *pro rata* basis based upon the number of Individual Pay Periods worked by each PAGA Group Member (“PAGA Payment”).

18. “Maximum Settlement Amount” shall mean the maximum settlement amount of Four Hundred Eighty-Five Thousand Dollars And Zero Cents (\$485,000.00) payable by Defendant as provided by this Agreement, unless that amount is increased pursuant to Paragraph 19 below, exclusive of the normal employer’s share of any payroll taxes attributable to the Settlement Share payments allocated to wages. Defendant’s payment of the normal employer’s share of payroll taxes will be made separately, according to each Defendant’s agreed upon proportionate share of the Maximum Settlement Amount and shall not come from the Maximum Settlement Amount.

19. Defendant represents that as of February 25, 2025, the number of Workweeks worked by Settlement Class Members during the Class Period is approximately 17,536. If it is determined

that the number of Workweeks worked by Settlement Class Members during the Class Period exceeds 19,290 (17,536 plus 10% of 17,536), then Defendant shall have the option of either (i) increasing the Maximum Settlement Amount by an amount determined by the following formula: $[(\text{Actual Number of Workweeks} - 19,290) \div 17,536] \times \text{Maximum Settlement Amount}$; or (ii) changing the end date of the Class Period and PAGA Period to a date for which there are no more than 19,290 Workweeks.

20. “Net Settlement Amount” shall mean the Maximum Settlement Amount, less (i) the Class Representative Payment approved by the Superior Court; (ii) the Class Counsel Fees Payment approved by the Superior Court; (iii) the Class Counsel Litigation Expenses Payment approved by the Superior Court; (iv) the LWDA Payment approved by the Superior Court; (v) the PAGA Payment approved by the Superior Court; (vi) the Settlement Administrator Payment approved by the Superior Court; and (vii) any other fees or expenses (other than Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment) incurred in implementing the terms and conditions of this Agreement as approved by the Superior Court.

21. “Non-Participating Class Member” shall mean a Class Member who submits a complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions provided in the Class Notice.

22. “PAGA Group” means all hourly-paid, non-exempt employees who, during the PAGA Period, have previously been or currently are employed in California by Defendant. “PAGA Group Member” shall mean an individual who is a member of the PAGA Group (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification).

23. “PAGA Payment Share” shall mean the value of each PAGA Group Member’s share of the PAGA Payment as provided by this Agreement.

24. “PAGA Period” shall mean the period of time from April 19, 2023 through April 26, 2025.

25. “Participating Class Member” shall mean all Class Members who have not submitted a complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions

provided in the Class Notice.

26. “Pay Period” shall mean any pay period in which a Class Member actually received payment from Defendant as an hourly-paid, non-exempt employee.

27. “Preliminary Approval” shall mean the Superior Court’s preliminary approval of the Settlement without material change that the Parties anticipate will be made following submission of this Agreement to the Court.

28. “Settlement Administrator” shall mean Apex Class Action Administration, as proposed by the Parties and appointed by the Superior Court to administer the Settlement.

29. “Settlement Administrator Payment” shall mean the payment to the Settlement Administrator for its fees and expenses in administering this Settlement.

30. “Settlement Share” shall mean the value of each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

31. “Superior Court” shall mean the Superior Court of California for the County of San Diego.

32. “Workweek” shall mean any week in which a Class Member actually performed paid work for Defendant during the Class Period as an hourly-paid, non-exempt employee.

II. RECITALS

33. On March 29, 2024, Plaintiff filed a Class Action Complaint against Defendant in the San Diego County Superior Court, Case No. 37-2024-00014952-CU-OE-CTL. The Complaint was amended on September 18, 2024. In his Complaint, Plaintiff pled causes of action for: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code sections 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code sections 1194 and 1198) ; (3) Failure to Provide Meal Periods (Cal. Lab. Code sections 226.7 and 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code section 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code sections 201-203); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code section 226); (7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code section 2802); (8) Unfair Business Practices (Cal. Bus. & Prof. Code section 17200, *et seq.*).

34. On April 19, 2024, Class Counsel, on behalf of Plaintiff and the PAGA Group, gave

written notice to the Labor Workforce and Development Agency (“LWDA”) of the Labor Code violations Defendant is alleged to have violated (“LWDA Exhaustion Letter”).

35. On May 1, 2024, Plaintiff issued a demand letter to Defendant for individual claims of discrimination, harassment, retaliation, and wrongful termination in violation of public policy arising from his employment with Defendant.

36. On September 18, 2024, Plaintiff amended its complaint to add violation of California’s Private Attorneys General Act.

37. Defendant denies and continues to deny all of Plaintiff’s material allegations. Specifically, Defendant contends (1) they did not fail to pay the Class the minimum, straight time, regular rate, and/or overtime wages; (2) they paid the Class for all hours worked; (3) they provided the Class with all meal periods according to law; (4) they provided the Class with all rest periods according to law; (5) they did not fail to timely pay the Class wages due and owing during employment and/or upon separation; (6) they provided the Class with accurate and itemized wage statements, consistent with Labor Code Section 226; (7) they properly maintained all payroll records; (8) they reimbursed employees for all necessary business expenses; (9) they did not violate Business & Professions Code Section 17200, *et seq.*; (10) the PAGA Group is not entitled to penalties under PAGA; and (11) Defendant is not liable for damages, including unpaid wages, liquidated damages, statutory penalties, attorneys’ fees, or costs of litigation to the Class. Defendant also denies and continues to deny all of Plaintiff’s material allegations and alleged damages related to his individual claims of discrimination, harassment, retaliation, and wrongful termination in violation of public policy.

38. In connection with the Action, and in order to work toward resolution without the time and expense of formal discovery, the Parties produced voluminous documents and data (including, by Defendant, human resources documents and policies, time records, and payroll data during the Class Period) which were reviewed, investigated, and analyzed by Class Counsel.

39. The Settlement described in this Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiff’s claims in Action have any merit or that they have any liability to Plaintiff, the Class, the PAGA Group or the State on those claims, or as an admission by Plaintiff that Defendant’s

defenses in Action have any merit. This Settlement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement.

40. Based on their own thorough, independent investigation and evaluation of this case, Class Counsel is of the opinion that the Settlement of this Action with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risk of significant costs and delay, the risk of non-certification of the Class, the defenses asserted by Defendant, including the risks of adverse determinations on the merits and numerous potential appellate issues. Although Defendant contends that they have no liability in the Action, Defense Counsel share Class Counsel's belief that the Settlement represents a fair and adequate settlement, given the respective risks associated with the case.

41. Based on the foregoing Recitals, the Parties agree as follows:

III. PROCEDURE FOR APPROVING SETTLEMENT

42. **Motion for Preliminary Approval of Settlement by the Superior Court.** Plaintiff will move the Superior Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing no earlier than 90 days from the date of the order granting Preliminary Approval of the Settlement, and approving the Class Notice (attached as Exhibit "A" to this Stipulation) ("Motion for Preliminary Approval"). Any unresolved disagreement among the Parties concerning the Class Notice or other documents necessary to implement the Settlement will be referred to the Superior Court.

43. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that they will jointly appear, support the granting of the Motion for Preliminary Approval, and obtain an order granting Preliminary Approval, granting approval of the Class Notice, and setting a date for the Final Approval Hearing no earlier than 90 days from the date of the order granting Preliminary Approval.

44. Should the Superior Court require any amendments to this Agreement or the Motion for Preliminary Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior Court's Preliminary Approval.

45. Should the Superior Court decline to preliminarily approve any material aspects of the

1 Settlement and the Parties are unable to agree on a resolution of the issues preventing preliminary
2 approval despite working jointly in good faith to resolve the issues, the Settlement will be null and void
3 and the Parties will have no further obligations under it. In such event, the Parties shall be returned to
4 their respective positions as of the date and time immediately prior to the execution of this Agreement,
5 and the Parties shall proceed in all respects as if this Agreement had not been executed.

6 **46. Class Notice.** After the Superior Court enters its order granting Preliminary Approval,
7 every Class Member will be provided with the Class Notice (in English and Spanish) which will include
8 the Class Notice completed to reflect the order granting Preliminary Approval of the Settlement and the
9 Class Member's information as follows:

10 (a) Within fourteen (14) days after the Motion for Preliminary Approval is granted,
11 Defendant will provide to the Settlement Administrator the "Class Members' Data," which shall consist
12 of an electronic database containing (i) each Class Member's first and last name, (ii) last known mailing
13 address, (iii) the Class Member's Social Security number or Tax ID, (iv) the Class Member's total
14 number of Individual Workweeks, and (v) the Class/PAGA Group Members' total number of Individual
15 Pay Periods, if applicable. If any or all of the Class Members' Data are unavailable to Defendant,
16 Defendant will so inform Class Counsel prior to the date on which Defendant is required to submit the
17 Class Members' Data to the Settlement Administrator and the Parties will make their best efforts to
18 reconstruct or otherwise agree upon the Class Members' Data prior to when it must be submitted to the
19 Settlement Administrator. If the Parties are unable to agree, the dispute will be resolved by the
20 Settlement Administrator as provided in Paragraph 48. This information will otherwise remain
21 confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, as
22 required to carry out the reasonable efforts to identify Class Member information as described in
23 Paragraph 45(c), pursuant to Defendant's express written authorization, or by order of the Superior
24 Court.

25 (b) Within seven (7) days after receiving the Class Members' Data, or as soon
26 thereafter as it is able to do so, the Settlement Administrator will mail the Class Notice to all identified
27 Class Members via first-class U.S. Mail using the mailing address information provided by Defendant,
28 unless modified by any updated address information that the Settlement Administrator obtains in the

course of administration of the Settlement.

(c) If a Class Notice is returned by the U.S. Postal Service because of an incorrect address, the Settlement Administrator will promptly, and not later than five (5) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the Class Members' Data and otherwise work with Defense Counsel or utilize its own resources, such as skip traces, to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of any Class Member for whom a Class Notice is returned by the U.S. Postal Service. These reasonable steps shall include the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. Any such Class Members who failed to receive a Class Notice, or who were subject to a re-mailing of the Class Notice as described herein shall be given an additional fourteen (14) days to opt out or object to the Settlement.

(d) The Settlement Administrator will inform Class Counsel and Defense Counsel of the number of returned Class Notices it receives and Class Notices re-mailed in a weekly status report.

(e) Not later than sixteen (16) court days prior to the Final Approval Hearing, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Settlement. The declaration will be filed with the papers submitted with the Motion for Final Approval. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

47. Participating Class Members; Requests for Exclusion from Class Settlement; and Objections to Settlement. Class Members may submit requests to be excluded from the effect of the Settlement; or objections to the Settlement, pursuant to the following procedures:

(a) **Participating Class Members.** Each Class Member shall be deemed to be a Participating Class Member unless they submit a complete, timely, and valid request to be excluded from the effect of the Settlement as provided below. All Participating Class Members shall be bound by the provisions and releases contained in this Settlement.

(b) **Request for Exclusion from Settlement.** Class Members who wish to exclude themselves from the Settlement (“opt out” of the Settlement) must submit to the Settlement Administrator, not later than forty-five (45) days after the date that the Settlement Administrator first mails the Class Notices, an Exclusion Request (“the Exclusion Period”). Exclusion Requests may be submitted to the Settlement Administrator via U.S. Mail (or similar method), fax, or e-mail. Class Members must complete, sign, date, and timely return an Exclusion Request to the Settlement Administrator to exclude themselves from the Settlement, setting forth their (i) name, (ii) address, and (iii) the following statement or a similar statement: “I wish to exclude myself from the settlement reached in the matter of *Timothy Dwayne Canady v. Sheffield Platers, Inc.* I understand that by excluding myself, I will not receive any money from the class settlement reached in this matter” A Class Member who does not complete and submit a valid and timely Exclusion Request in the manner and by the conclusion of the Exclusion Period will remain a Participating Class Member and, if the Court approves the Settlement, will be bound by all terms and conditions of the Settlement and by the Judgment. A Class Member who timely submits a valid Exclusion Request will not participate in, or be bound by, the Settlement of the Judgment and will not receive any payment pursuant to the Settlement except for a payment from the portion of the PAGA Payment to the PAGA Group if the Class Member is a PAGA Group Member, and will not be bound by the terms of the Settlement, except for the release of the PAGA Group Released Claims if the Class Member is a PAGA Group Member. To be valid, Exclusion Requests must be completed in full, signed, and returned to the Settlement Administrator before the expiration of the Exclusion Period. Non-Participating Class Members will not be permitted to file objections to the Settlement and/or appear at the Final Approval Hearing to voice any objections to the Settlement. Members of the PAGA Group cannot seek to exclude themselves from the Settlement of the PAGA claim, but retain all rights to exclude themselves from the Class Settlement as delineated herein. The Settlement Administrator will provide Class Counsel, Defense Counsel, and the Superior Court with only the names of the Non-Participating Class Members, unless ordered otherwise.

(c) **Objections to Settlement.** The Class Notice will provide that any Class Member who does not request exclusion from the Settlement and who wishes to object to the Settlement must serve on the Settlement Administrator, not later than forty-five (45) days after the Settlement

Administrator initially mails the Class Notice, a written objection to the Settlement, which sets forth the grounds for the objection and the other information required by Paragraph 46(d).

(d) The written objection must state the Class Member's (i) name, (ii) address, (iii) the dates of the Class Member's employment with Defendant, (iv) the basis for each objection in clear and concise terms, and (v) whether the Class Member intends to appear and object at the Final Approval Hearing. A Class Member who does not serve a written objection in the manner and by the deadline specified may appear at the Final Approval Hearing to state their objection to the Settlement. If a Class Member fails to submit a written objection or to appear at the Final Approval hearing to make an oral objection, the Class Member will be deemed to have waived all objections and will be foreclosed from making any objections – whether by appeal or otherwise – to the Settlement.

(e) If a Class Member submits both a Request for Exclusion and a written objection, the Settlement Administrator shall attempt to contact and determine whether the Class Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member does not withdraw the Request for Exclusion or if the Settlement Administrator cannot contact a Class Member who submits both a Request for Exclusion and an objection, the Request for Exclusion shall be valid and it shall be presumed that the Class Member does not wish to participate in the Settlement.

(f) If the Superior Court rejects the Class Member's objection, or if the Superior Court approves the settlement despite any objections, the Class Member will be deemed to be a Participating Class Member and will be bound by the terms of this Settlement.

(g) A Class Member who timely submits a valid Exclusion Request will not participate in, or be bound by, the Settlement of the Judgment and will not receive any payment pursuant to the Settlement except for a payment from the portion of the PAGA Payment to the PAGA Group if the Class Member is a PAGA Group Member, and will not be bound by the terms of the Settlement and Judgment, except for the release of the PAGA Group Released Claims if the Class Member is a PAGA Group Member, and will not have any right to object, appeal, or comment thereon.

48. **Report.** Not later than seven (7) days after the deadline for submission of requests to be excluded and/or objections, the Settlement Administrator will provide Defendant, through their respective Defense Counsel, with a complete and accurate list of names for all Participating Class

Members, all Non-Participating Class Members, all PAGA Group Members, and all Class Members who objected to the settlement. The report shall also be accompanied by an itemized calculation of the Settlement Shares for each Participating Class Member. The Settlement Administrator shall also provide both Parties with a report identifying the number of Participating Class Members, the number of Non-Participating Class Members, the number of PAGA Group Members, and the number of Class Members who submitted a valid, timely, and complete objection. Class Counsel shall also receive a list of Class Members who objected to and/or opted out of the Settlement.

49. **Resolution of Class Member and PAGA Group Member Disputes.** If a Class Member and/or PAGA Group Member disputes the number of his or her Individual Workweeks and/or Individual Pay Periods stated in their Class Notice, the Class Member and/or PAGA Group Member must, within forty-five (45) days after the Settlement Administrator initially mails the Class Notice, ask the Settlement Administrator to resolve the matter by returning the Class Notice with a statement of the number of Workweeks and/or Pay Periods that he or she contends were worked and include any documentation the Class Member and/or PAGA Group Member has to support their contention. The Settlement Administrator shall notify Defendant and Class Counsel of the dispute and provide them with a copy of the Class Notice and any documentation received in support of the dispute within three (3) court days of receipt thereof. Defendant shall review their payroll and personnel records and verify the correct number of Workweeks and/or Pay Periods within five (5) court days of the Settlement Administrator's notification. Defendant's records will have a rebuttable presumption of accuracy. After consultation with Class Counsel, Defense Counsel, and the applicable Class Member and/or PAGA Group Member, the Settlement Administrator will, within three (3) court days of Defendant's verification, make a determination of the Class Member's and/or PAGA Group Member's number of Workweeks and/or Pay Periods and that determination will be final, binding on the Parties and the Class Member and/or PAGA Group Member, and is not appealable.

50. **No Solicitation of Objection; Right to Void.** Neither the Parties, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to exclude him or herself from the Settlement, object to the Settlement, and/or appeal from the Judgment. If ten percent (10%) or more of the Class Members submit a complete, valid, and timely request to be excluded from

1 the Settlement and are deemed to be Non-Participating Class Members, then Defendant shall have the
2 unilateral right to void this Settlement. Defendant may do so by giving notice to Plaintiff and the Court
3 of their election to void the Settlement not later than fourteen (14) days after the Settlement
4 Administrator issues its report identifying the number of Participating Class Members, the number of
5 Non-Participating Class Members, and the number of Class Members who objected to the settlement as
6 described in Paragraph 46(c). Notwithstanding any other provisions in this Settlement, no sums shall be
7 payable by Defendant in the event that this Settlement is voided as provided for herein. In the event that
8 Defendant opts to void the Settlement, the Parties will split equally any administration costs incurred up
9 to that point.

10 **51. Additional Briefing and Final Approval.**

11 (a) Not later than sixteen (16) court days before the Final Approval Hearing, the
12 Plaintiff will prepare and file with the Superior Court a Motion for Final Approval of the Settlement,
13 including payment of the Class Representative Payment, Class Counsel Fees Payment, Class Counsel
14 Litigation Expenses Payment, the Settlement Administrator's Payment, and a memorandum in support
15 of their motion ("Motion for Final Approval"). Absent the escalator provisions outlined in Paragraph 19,
16 if applicable, Plaintiff will not seek additional fees from Defendant or an increase in the Maximum
17 Settlement Amount as part of the Motion for awards of the Class Representative Payment, Class
18 Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

19 (b) Not later than five (5) court days before the Final Approval Hearing, the Parties
20 shall be entitled to file and serve a response to any Class Member's objection to the Settlement and/or
21 reply in support of their Motion for Final Approval, to the extent that any opposition to said Motion is
22 filed.

23 (c) Upon final approval of the Settlement by the Superior Court at or after the Final
24 Approval Hearing, the Parties will present for the Superior Court's approval and entry a Proposed Final
25 Order and Judgment. The entry of the Final Order and Judgment shall permanently bar all Participating
26 Class Members from prosecuting against Defendant any Released Claims (defined below).

27 (d) After entry of the Judgment, the Superior Court will have continuing jurisdiction
28 over the Action and the Settlement for purposes including (i) enforcing this Settlement, (ii) addressing

1 settlement administration matters, and (iii) addressing such post-Judgment matters as may be
2 appropriate under court rules or applicable law.

3 **52. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and
4 conditions of this Settlement, Plaintiff, Participating Class Members, Defendant, and their respective
5 counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-
6 judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new
7 trial, a motion under Code of Civil Procedure Section 473, and any extraordinary writ, and the Judgment
8 therefore will become non-appealable by them at the time it is entered. The waiver of appeal does not
9 include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment
10 proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement
11 (including making payments under the Settlement) will be suspended until such time as the appeal is
12 finally resolved and the Judgment, consistent with the terms of this Settlement, becomes Final.

13 **53. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If,
14 after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition,
15 writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a
16 material modification to the Settlement, and that court's decision is not completely reversed and the
17 Judgment is not fully affirmed on review by a higher court, then either Party will have the right to void
18 the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing
19 court, and the Superior Court, not later than fourteen (14) days after the reviewing court's decision
20 vacating, reversing, or materially modifying the Judgment becomes final. A vacation, reversal, or
21 modification of the Superior Court's award of the Class Representative Payment, the Class Counsel Fees
22 Payment, the Class Counsel Litigation Expenses Payment, and/or the Settlement Administrator's
23 Payment will not constitute a vacation, reversal, or material modification of the Judgment within the
24 meaning of this Paragraph.

25 **54. Establishment of Settlement Account.** The Settlement Administrator shall establish a
26 Settlement Account within fifteen (15) days of the Effective Date and notify the Parties when the
27 Settlement Account has been established. The Settlement Administrator shall also provide Defendant
28 with an itemized statement for the total amount to be deposited into the Settlement Account, which shall

1 equal the Maximum Settlement Amount and the employer's taxes on Settlement amounts attributed to
2 wages ("Settlement Account Deposit"). Within ten (10) days after receiving notification of the
3 Settlement Account and statement for the Settlement Account Deposit, Defendant shall pay into the
4 Settlement Account an amount equal to the Settlement Account Deposit. Defendant shall have no
5 obligation to pay any additional funds into the Settlement Account.

6 **55. Payment of Settlement Shares.** The Settlement Administrator shall pay to each
7 Participating Class Member his or her Settlement Share from the Settlement Account. The Settlement
8 Administrator shall pay each Settlement Share by sending a check in the appropriate amount after
9 withholdings to the Participating Class Member at the address indicated in the Class Member's Data.
10 Such payment shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14) days of
11 its receipt of the Settlement Account Deposit from Defendant.

12 **56. Payment of PAGA Payment Shares.** The Settlement Administrator shall pay to each
13 PAGA Group Member his or her PAGA Payment Share from the Settlement Account. The Settlement
14 Administrator shall pay each PAGA Payment Share by sending a check in the appropriate amount to the
15 PAGA Group Member at the address indicated in the PAGA Group Member's Data. Such payment shall
16 be sent by the Settlement Administrator via U.S. Mail within fourteen (14) days of its receipt of the
17 Settlement Account Deposit from Defendant.

18 **57. Uncashed Settlement Share and PAGA Payment Share Checks.** Any checks paid to
19 Participating Class Members and/or PAGA Group Members shall be negotiable for one hundred and
20 eighty (180) calendar days from the date of their issuance. A Participating Class Member must cash his
21 or her Settlement Share check within one hundred and eighty (180) calendar days after it is mailed to
22 him or her. A PAGA Group Member must cash his or her PAGA Payment Share check within one
23 hundred and eighty (180) calendar days after it is mailed to him or her. If a check remains uncashed after
24 one hundred and eighty (180) calendar days from the initial mailing, or if a check is returned to the
25 Settlement Administrator as undeliverable during the one hundred eighty-day period, the Settlement
26 Administrator shall take all reasonable efforts to identify the Participating Class Member's and/or
27 PAGA Group Member's correct address, including the performance of a "skip-trace." If an updated
28 address can be identified, the Settlement Administrator shall issue another check to the Participating

1 Class Member and/or PAGA Group Member and mail it to the Participating Class Member and/or
2 PAGA Group Member at his or her updated address. If an updated address for the Participating Class
3 Member and/or PAGA Group Member cannot be identified, if a reissued check is once again returned to
4 the Settlement Administrator as undeliverable, or if the reissued check remains uncashed after one
5 hundred eighty (180) calendar days, the Settlement Administrator will keep an accounting of such funds
6 and shall give notice to the Parties of the total balance of uncashed Settlement Shares and/or PAGA
7 Payment Shares. A Participating Class Member who fails to negotiate or receive their Settlement Share
8 check despite the procedures described above shall nevertheless remain bound by the Settlement and the
9 releases contained herein. A PAGA Group Member who fails to negotiate or receive their PAGA
10 Payment Share check despite the procedures described above shall nevertheless remain bound by the
11 Settlement and the releases contained herein.

12 58. The funds represented by Settlement Share and/or PAGA Payment Share checks
13 remaining uncashed for more than one hundred and eighty (180) calendar days after issuance shall be
14 voided and then shall be transmitted to the Controller of the State of California to be held pursuant to the
15 Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those
16 Participating Class Members and/or PAGA Group Members who did not cash their checks until such
17 time they claim their property. The Parties agree that this disposition results in no “unpaid residue”
18 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
19 Participating Class Members, whether or not they all cash their settlement checks. Therefore, Defendant
20 will not be required to pay any interest on such amounts.

21 59. **Final Report by Settlement Administrator to Superior Court.** Within ten (10) days
22 after final disbursement of all funds from the Settlement Account, the Settlement Administrator will
23 serve on the Parties and file with the Superior Court a declaration providing a final summary report on
24 the disbursements of all funds from the Settlement Account. Within ten (10) days after transmission of
25 any remaining unclaimed funds to the Controller of the State of California, the Settlement Administrator
26 will serve on the Parties and file with the Superior Court a declaration providing a final summary report
27 on the transmission of any remaining unclaimed funds to the Controller of the State of California as
28 outlined Paragraph 57.

1 **IV. SETTLEMENT TERMS AND CONDITIONS**

2 60. **Conditional Certification for Settlement Purposes.** Solely for the purposes of
3 effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional
4 certification of the following Settlement Class: “all persons who, during the Class Period, have
5 previously been or currently are employed in California by Defendant, as an hourly-paid, non-exempt
6 employee.” The Parties agree that if for any reason the Settlement is not preliminarily and/or finally
7 approved, the conditional certification of the Settlement Class will be of no force or effect, does not
8 constitute an admission by Defendant that class certification is proper, and will not be deemed
9 admissible in this or any other proceeding, and that the Parties will litigate the issue of class
10 certification.

11 61. **Settlement Shares.** Subject to the terms and conditions of this Settlement, the Settlement
12 Administrator will calculate the Settlement Shares for each Class Member within ten (10) days after
13 Defendant provides the Settlement Administrator with the Class Members’ Data. The Settlement Share
14 for each Class Member will be calculated as follows, understanding that the formulas below do not
15 constitute an admission by either Party, and are intended only to provide a practical means to simplify
16 and administer the claims process:

17 (a) **Number of Class Members and Workweeks.** Defendant shall determine the
18 total number of Class Members and the aggregate number of Workweeks for those Class Members as of
19 the time of Preliminary Approval. This information shall be provided to the Settlement Administrator
20 along with the Class Members’ Data as described in Paragraph 45(a) above.

21 (b) **Calculation of the Workweek Value.** The Settlement Administrator shall
22 determine the value of a Workweek (“Workweek Value”) by taking the Net Settlement Amount and
23 dividing it by the sum of all Class Members’ Workweeks who do not opt out of the Settlement.

24 (c) **Calculation of Settlement Shares.** The Settlement Administrator shall assign to
25 each Participating Class Member a Settlement Share which shall be equal to the Workweek Value
26 multiplied by each Participating Class Member’s Individual Workweeks. Upon calculation of the
27 Participating Class Members’ Settlement Shares, the Settlement Administrator shall furnish to Class
28 Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for the

Class Members with their corresponding Individual Workweeks and Settlement Shares.

62. **PAGA Payment Shares.** Subject to the terms and conditions of this Settlement, the Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Group Member within ten (10) days after Defendant provide the Settlement Administrator with the PAGA Group Members' Data. The PAGA Payment Share for each PAGA Group Member will be calculated as follows, understanding that the formulas below do not constitute an admission by either Party, and are intended only to provide a practical means to simplify and administer the claims process:

(a) **Number of PAGA Group Members and Pay Periods.** Defendant shall determine the total number of PAGA Group Members and the aggregate number of Pay Periods for those PAGA Group Members as of the time of Preliminary Approval. This information shall be provided to the Settlement Administrator along with the Class Members' Data as described in Paragraph 45(a) above.

(b) **Calculation of the Pay Period Value.** The Settlement Administrator shall determine the value of a Pay Period ("Pay Period Value") by taking the PAGA Payment amount and dividing it by the sum of all PAGA Group Members' Pay Periods.

(c) **Calculation of PAGA Payment Shares.** The Settlement Administrator shall assign to each PAGA Group Member a PAGA Payment Share which shall be equal to the Pay Period Value multiplied by each PAGA Group Member's Individual Pay Periods. Upon calculation of the PAGA Group Members' PAGA Payment Shares, the Settlement Administrator shall furnish to Class Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for the PAGA Group Members with their corresponding Individual Pay Periods and PAGA Payment Shares.

63. **Taxes and Withholdings.** Each Settlement Share is intended to settle the Class Members' claims for unpaid wages and penalties. Accordingly, ten percent (10%) of each Settlement Share shall represent unpaid wages and the remaining ninety percent (90%) of each Settlement Share shall represent penalties and interest. The portion of the Settlement Share representing unpaid wages shall be paid to each Participating Class Member subject to any applicable employee-side tax withholdings and deductions, and the Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for that amount. The portion of the Settlement Share representing penalties

1 shall be paid to the Participating Class Member in full without deductions or withholdings, and the
2 Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member for that
3 amount. Each Participating Class Member shall be individually responsible for their own share of
4 applicable income tax withholdings and deductions from the Settlement Share attributable to the portion
5 of the settlement for which an IRS Form 1099 will be issued. Defendant's payment of the Employer
6 Payroll Tax attributable to the Settlement Share payments constituting wages will be made separately
7 and shall not come from the Maximum Settlement Amount. The Parties agree and understand that
8 Defendant have not made any representations regarding the tax obligations or consequences, if any,
9 related to this Settlement. The Parties agree that Defendant and each Participating Class Member are
10 solely responsible for determining the tax consequences of payments made pursuant to this Settlement
11 and for paying taxes, if any, which are determined to be owed by each of them on such payments
12 (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

13 64. Each PAGA Payment Share is intended to settle the PAGA Group Members' claims for
14 civil penalties. Accordingly, one hundred percent (100%) of each PAGA Payment Share shall represent
15 civil penalties. The PAGA Payment Share shall be paid to the PAGA Group Member in full without
16 deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each
17 PAGA Group Member for that amount. Each PAGA Group Member shall be individually responsible
18 for their own share of applicable income tax withholdings and deductions for his or her PAGA Payment
19 Share.

20 65. **Total Payment Amount.** In no event will Defendant be required to pay more than the
21 Maximum Settlement Amount and the employer's taxes on Settlement amounts attributed to wages
22 (unless that amount is increased pursuant to Paragraph 18 above) for distribution to the Plaintiff, Class
23 Counsel, Participating Class Members, PAGA Group Members, LWDA, Settlement Administrator, or
24 for any other costs or expenses not otherwise enumerated. However, Defendant's payment of the
25 Employer Payroll Tax attributable to the Settlement Share payments constituting wages will be made
26 separately and shall not come from the Maximum Settlement Amount.

27 66. **Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
28 conditions of this Settlement, the Settlement Administrator will make the following payments out of the

1 Maximum Settlement Amount as follows:

2 (a) **To Plaintiff:** In addition to their respective Settlement Shares, Plaintiff will apply
3 to the Superior Court for a Class Representative Payment in an amount not to exceed Ten Thousand
4 Dollars and Zero Cents (\$10,000.00). Defendant will not oppose this Class Representative Payment.
5 The Settlement Administrator will pay the Class Representative Payment approved by the Superior
6 Court out of the Maximum Settlement Amount. Payroll tax withholding and deductions will not be taken
7 from the Class Representative Payment and an IRS Form 1099 will be issued to Plaintiff for this
8 payment.

9 (b) **To Class Counsel:** Class Counsel will apply to the Superior Court for the Class
10 Counsel Fees Payment in an amount not to exceed one-third (1/3) of the Maximum Settlement Amount
11 (currently estimated to be One Hundred Sixty-One Thousand Six Hundred Sixty-Six Dollars And Sixty-
12 Seven Cents (\$161,666.67). Class Counsel will also submit to the Superior Court a memorandum of
13 costs for the Class Counsel Litigation Expenses Payment in an amount not to exceed Twenty Thousand
14 Dollars and Zero Cents (\$20,000.00) as a request for reasonable costs of suit to be paid from the
15 Maximum Settlement Amount. Defendant will not oppose these requests. The Settlement Administrator
16 will pay the amounts approved by the Superior Court out of the Maximum Settlement Amount.
17 Withholding and deductions will not be taken from the Class Counsel Fees Payment or Class Counsel
18 Litigation Expenses Payment and one or more IRS Forms 1099 will be issued to Class Counsel with
19 respect to those payments.

20 (c) **To the LWDA:** As part of his Motions for Preliminary and Final Approval, the
21 Plaintiff will apply to the Superior Court for approval of the LWDA Payment in the amount of Eighteen
22 Thousand One Hundred Eighty-Seven Dollars And Fifty Cents (\$18,187.50), which shall constitute the
23 LWDA's seventy-five percent (75%) share of Twenty-Four Thousand Two Hundred Fifty Dollars And
24 Zero Cents (\$24,250.00) in civil penalties paid under this Settlement. The remaining Six Thousand
25 Sixty-Two Dollars And Fifty Cents (\$6,062.50) in civil penalties shall be distributed on a *pro rata* basis
26 based upon the number of pay periods worked by each PAGA Group Member ("PAGA Payment").

27 (d) **To the Settlement Administrator:** The Settlement Administrator will be paid
28 from the Maximum Settlement Amount its reasonable fees and expenses as approved by the Superior

Court, which are estimated not to exceed six thousand eight hundred ninety dollars and zero cents (\$6,890.00).

67. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court to appoint Apex Class Action Administration, a qualified and experienced administrator based in California where the Action is venued, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include (i) calculating Settlement Shares and PAGA Payment Shares; (ii) preparing, printing, and mailing the Class Notice to all Class Members; (iii) using reasonable measures to contact all Class Members, including conducting a National Change of Address search on all Class Members before mailing the Class Notice to each Class Member's address; (iv) re-mailing the Class Notice to the Class Member's new address for those Class Members whose address had changed; (v) setting up a toll-free telephone number to receive calls from Class Members; (vi) receiving requests for exclusion and objections to the Settlement; (vii) providing the Parties with weekly status reports about the delivery of Class Notices and any requests for exclusion and objections; (viii) issuing the checks to effectuate the payments due under the Settlement; (ix) using reasonable measures to deliver issued checks to Participating Class Members, including use of a "skip-trace" for undeliverable checks; and (x) otherwise administering the Settlement pursuant to this Agreement including paying and reporting the employer's share of the payroll taxes to the appropriate taxing agency. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share and/or PAGA Group Member's PAGA Payment Share, subject to the terms set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses are estimated to not exceed six thousand eight hundred ninety dollars and zero cents (\$6,890.00) and will be paid out of the Maximum Settlement Amount, as set forth herein, subject to Court approval.

V. RELEASE OF CLAIMS

68. **Plaintiff's Released Claims.** Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever discharges Defendant, including any and all parent corporation, affiliates,

1 subsidiaries, managers, divisions, predecessors, insurers, franchisors, successors and assigns, including
2 but not limited to each of their current and former employees, attorneys, officers, directors and agents
3 thereof, both individually and in their business capacities, and their employee benefit plans and
4 programs and the trustees, administrators, fiduciaries and insurers of such plans and programs
5 (collectively, "Released Parties"), to the fullest extent permitted by law, of and from any and all claims,
6 known and unknown, asserted and unasserted, which Plaintiff has or may have against the Plaintiff's
7 Released Parties as of the date of execution of this Settlement Agreement. Plaintiff is not waiving any
8 rights Plaintiff may have to: (i) Plaintiff's own vested accrued employee benefits under the Defendant's
9 health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement
10 Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to
11 claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment
12 insurance or indemnification statutes; (iii) disability and social security related claims; (iv) Plaintiff's
13 individual claims for discrimination, harassment, retaliation, and Wrongful Termination in Violation of
14 Public Policy as asserted in Plaintiff's May 1, 2024 demand letter (which are subject to a separate
15 agreement); (v) pursue claims which by law cannot be waived by signing this Settlement Agreement;
16 and (vi) enforce this Settlement Agreement.

17 69. To affect a full and complete general release as described above, Plaintiff expressly
18 waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California and
19 does so understanding and acknowledging the significance and consequence of specifically waiving §
20 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and
21 discharge of all parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to
22 include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in
23 Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement
24 contemplates the extinguishment of any such claims, except as indicated in the immediately preceding
25 paragraph. Plaintiff warrants Plaintiff has read this Settlement Agreement, including this waiver of
26 California Civil Code § 1542, and that Plaintiff has consulted with or had the opportunity to consult with
27 counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of §
28 1542, and that Plaintiff understands this Settlement Agreement and the § 1542 waiver, and so Plaintiff

1 freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff
2 later may discover facts different from or in addition to those Plaintiff now knows or believes to be true
3 regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees
4 that the releases and agreements contained in this Settlement Agreement shall remain effective in all
5 respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly
6 assumes any and all risk of any mistake in connection with the true facts involved in the matters,
7 disputes or controversies released or described in this Settlement Agreement or with regard to any facts
8 now unknown to Plaintiff relating thereto.

9 **70. Participating Class Members Released Claims.** As of the date on which Defendant
10 fully funds the Maximum Settlement Amount and the employer's share of taxes for the portion of the
11 Maximum Settlement Amount allocated to wages, each Participating Class Member, and without the
12 need to manually sign a release document, shall release the Released Parties from all causes of action
13 and claims that were alleged in the Action or reasonably could have been alleged based on the facts and
14 legal theories contained in the Action, including all of the following claims for relief: (1) failure to pay
15 minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods;
16 (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination and
17 during employment; (6) failure to provide accurate, itemized wage statements; (7) failure to indemnify
18 employees for business expenditures; and (8) Violation of California Business & Professions Code
19 section 17200, *et seq.* (collectively, the "Released Claims"). This Settlement serves as res judicata for
20 any claims brought under the FLSA for the Class Period for claims that were or could have been alleged
21 based on the claims in the Action. (*Rangel v. PLS Check Cashers of California* (2018) 899 F. 3d 1106.)
22 The definition of "Released Claims" for the Settlement Class Members shall expressly exclude all
23 claims for vested benefits, wrongful termination, unemployment insurance, disability, social security,
24 workers' compensation, claims while classified as exempt, and claims outside the Class Period.

25 **71. PAGA Group Released Claims.** As of the date on which Defendant fully funds the
26 Maximum Settlement Amount and the employer's share of taxes for the portion of the Maximum
27 Settlement Amount allocated to wages, and without the need to manually sign a release document, each
28 PAGA Group Member shall release the Released Parties for claims for civil penalties pursuant to PAGA

1 based upon all causes of action and claims that were alleged in the Action or reasonably could have been
2 alleged based on the facts contained in the Action, and/or the LWDA Exhaustion Letter, including all of
3 the following claims for PAGA civil penalties based on the following: (i) failure to pay minimum and
4 straight time wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure
5 to authorize and permit rest periods; (v) failure to timely pay final wages during employment and upon
6 termination; (vi) failure to provide accurate itemized wage statements; and/or (vii) failure to indemnify
7 employees for expenditures (collectively, the “PAGA Released Claims”). PAGA Released Claims for
8 PAGA Group Members who worked for Defendant in California during the PAGA Period shall have
9 their claims released during the PAGA Period.

10 72. In light of the binding nature of a PAGA judgment on non-party employees pursuant to
11 *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.*
12 (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a Class Member who
13 exclude themselves from the Settlement shall nonetheless receive a payment for the amount of each such
14 individual’s estimated share of the PAGA Payment and shall have released PAGA claims, as outlined in
15 the immediately preceding paragraph.

16 73. The Released Claims and PAGA Released Claims expressly exclude all claims made by a
17 Participating Class Member and/or PAGA Group Member for vested benefits, wrongful termination,
18 unemployment insurance, disability, social security, workers’ compensation, claims while classified as
19 exempt, and claims outside of the Class Period and/or PAGA Period.

20 74. **Class Counsel.** Except as otherwise provided by this Settlement, Class Counsel and any
21 counsel associated with Class Counsel are only entitled to the costs and attorneys’ fees and expenses
22 against Defendant or the Released Parties arising from or related to the Action as described in this
23 Settlement Agreement, including but not limited to claims based on the Labor Code, the Code of Civil
24 Procedure, PAGA, the Fair Labor and Standards Act, the Business and Professions Code, or any other
25 contract, statute or law (“Class Counsel Released Claims”).

26 75. **No Effect on Other Benefits.** The payment of Settlement Shares and/or PAGA Payment
27 Shares will not result in any additional employee benefit payments (such as 401(k), vacation, or bonus)
28 and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

VI. DUTIES OF THE PARTIES

76. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement unless the Court denies the Settlement with prejudice. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation and any other efforts that may become necessary by court order or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation, Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's approval of this Stipulation. The Parties will work together to make any non-material modifications of the Settlement requested by the Court to obtain approval of the Parties' Settlement.

77. **Duty to Support and Defend the Class Settlement.** The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

78. **Duties Prior to Court Approval.** Class Counsel shall promptly submit this Stipulation to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall apply to the Court for the entry of a preliminary order, scheduling a hearing on the question of whether the proposed Class Settlement should be approved as fair, reasonable, and adequate as to the Class Members, approving as to form and content the proposed Class Notice attached hereto as Exhibit "A", respectively, and directing the mailing of the Class Notice to Settlement Class Members.

79. **Non-Monetary Relief and Catalyzation of Policy Change.** Although Defendant denies any liability of any kind associated with the claims alleged in the Lawsuit, deny any liability or intentional wrongdoing, Defendant revised and updated their wage and hour policies and practices, including but not limited to their timekeeping and meal period and rest break policies and procedures.

VII. MISCELLANEOUS TERMS

80. **No Admission of Liability.** Defendant denies that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the

claims asserted in the Action. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendant, an admission by Plaintiff that any of his claims were non-meritorious, or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

81. The Parties also agree that this release constitutes a resolution of a good faith dispute concerning wages and complies with Labor Code Section 206.5, which reads in part:

“Execution of release of claim or right on account of wages due. No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made, or made as an advance on wages to be earned, unless payment of those wages has been made.”

82. Whether or not the Judgment becomes Final, neither the Settlement, any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating this Settlement.

83. Notwithstanding the immediately preceding paragraph, any and all provisions of this Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

84. **Non-Disparagement.** Plaintiff agrees not to make any untruthful or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral,

electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding Defendant. Plaintiff further agrees not to encourage, authorize, or permit any such statements, allegations, comments or communications to be made by others on their behalf.

85. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties and their counsel, this Settlement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Settlement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Settlement and its exhibits.

86. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of mediator David Phillips, Esq., and if no resolution is reached the Superior Court, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Settlement.

87. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, their successors-in-interest, and/or the Parties' respective counsel, as authorized.

88. **Settlement Binding on Successors.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

89. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

90. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of

this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

91. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, current and potential.

92. **Headings.** The descriptive heading of any section or Paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement.

93. **Notice.** All notices, demands or other communications given under this Settlement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, addressed as follows:

To Class Counsel: Tyler Woods, Esq.
Ghazaleh Attaran, Esq.
Alan Wilcox, Esq.
Wilshire Law Firm
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017

To Defense Counsel: Matthew C. Sgnilek, Esq.
Maysa Saaed, Esq.
O'HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, California 92660

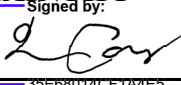
Attorneys for Defendant
Sheffield Platers, Inc.

94. **Execution in Counterpart.** This Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

\\

1 DATED: 10/29/2025

PLAINTIFF

Signed by:


33E68018CF1A4E5...
Timothy Dwayne Canady

4 DATED: _____

DEFENDANT

5 _____
6 Sheffield Platers, Inc.

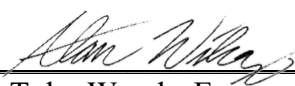
7 By: _____

8 Title: _____

9 **APPROVED AS TO FORM**

10
11 DATED: 11/03/2025

WILSHIRE LAW FIRM

12 By: 

13 Tyler Woods, Esq.
14 Ghazaleh Attaran, Esq.
15 Alan Wilcox, Esq.
16 Attorneys for Plaintiff
Timothy Dwayne Canady

17 DATED: _____

O'HAGAN MEYER

18 By: _____

19 Matthew C. Sgnilek, Esq.
20 Maysa Saaed, Esq.
21 Attorneys for Defendant
22 Sheffield Platers, Inc.

counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

\\

DATED: _____

PLAINTIFF

Timothy Dwayne Canady

DATED: 11/03/2025

DEFENDANT

Dale Watkins
Sheffield Platers, Inc.

By: Dale Watkins

Title: President

APPROVED AS TO FORM

DATED: _____

WILSHIRE LAW FIRM

By: _____

Tyler Woods, Esq.
Ghazaleh Attaran, Esq.
Alan Wilcox, Esq.
Attorneys for Plaintiff
Timothy Dwayne Canady

DATED: 10/22/2025

O'HAGAN MEYER

By: Maysa Saaed

Matthew C. Sgnilek, Esq.
Maysa Saaed, Esq.
Attorneys for Defendant
Sheffield Platers, Inc.

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EXHIBIT A

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

Timothy Dwayne Canady v. Sheffield Platers, Inc., et al.
San Diego County Superior Court, Case No. 37-2024-00014952-CU-OE-CTL

***The San Diego County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against Sheffield Platers, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee Timothy Dwayne Canady and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (March 29, 2020, through April 26, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (April 19, 2023, through April 26, 2025) (“Aggrieved Employees”).

Defendant denies all of the claims and contentions asserted in this Action and maintains that it has complied with all applicable laws. The Court has made no determination as to the merits of this case. The Parties have agreed to resolve this case through settlement to avoid the cost and uncertainty of further litigation. Defendant continues to deny any wrongdoing or liability. The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the settlement and be bound by it if you worked during the Class Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant Sheffield Platers, Inc. at some point(s) between March 29, 2020, through April 26, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is April 19, 2023, through April 26, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

The Court in charge of the Action is the San Diego County Superior Court. The case is titled *Timothy Dwayne Canady v. Sheffield Platers, Inc., et al.*, Case No. 37-2024-00014952-CU-OE-CTL. The person who sued, Timothy Dwayne Canady, is the Plaintiff, and the entity sued, Sheffield Platers, Inc., is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit allege wage-and-hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff’s claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who, during the Class Period (March 29, 2020, through April 26, 2025), have previously been or currently are employed in California by Defendant, as hourly-paid, non-exempt employees.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$485,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of not more than one third (1/3) of the GSA, which is currently estimated to be \$166,666.67, and reimbursement for actual costs not to exceed \$20,000.00; Class Representative Service Payment of \$10,000.00 to Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$24,250.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administration, not to exceed \$6,890.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$277,193.33**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members who do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$24,250.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$18,187.50, will be paid to the California Labor and Workforce Development Agency and the remaining 25% of the PAGA Penalties payment, or \$6,062.50, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period. Ninety percent (90%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and ten percent (10%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 10% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant during the PAGA Period, you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be 15 days after the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 25 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his/her/their settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant, including any and all parent corporation, affiliates, subsidiaries, managers, divisions, predecessors, insurers, franchisors, successors and assigns, including but not limited to each of their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, "Released Parties"). The releases become effective once the Judgment is final and Defendant has fully funded the GSA and separately paid all employer payroll taxes.

Released Class Claims: All Participating Class Members release Released Parties from all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action, including all of the following claims for relief: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination and during employment; (6) failure to provide accurate, itemized wage statements; (7) failure to indemnify employees for business expenditures; and (8) Violation of California Business & Professions Code section 17200, *et seq.* (collectively, the “Released Claims”). This Settlement serves as res judicata for any claims brought under the FLSA for the Class Period for claims that were or could have been alleged based on the claims in the Action. (*Rangel v. PLS Check Cashers of California* (2018) 899 F. 3d 1106.) The definition of “Released Claims” for the Settlement Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside the Class Period.

Released PAGA Claims: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release the Released Parties for claims for civil penalties pursuant to PAGA based upon all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts contained in the Action, and/or the LWDA Exhaustion Letter, including all of the following claims for PAGA civil penalties based on the following: (i) failure to pay minimum and straight time wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to timely pay final wages during employment and upon termination; (vi) failure to provide accurate itemized wage statements; and/or (vii) failure to indemnify employees for expenditures (collectively, the “PAGA Released Claims”). PAGA Released Claims for PAGA Group Members who worked for Defendant in California during the PAGA Period shall have their claims released during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 45 days after Class Notice is Mailed. Be sure to include your identifying information (full name, address, and telephone number, approximate dates of employment and social security number for verification purposes, and any other information you think would be helpful to the settlement Administrator to identify you). You can send your request for exclusion to the settlement Administrator at:

[INSERT]

Canady v. Sheffield Platers, Inc., Settlement

XXXXX

City, State, XXXXX

Email:

Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period. If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 45 days after Class Notice is Mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

WILSHIRE LAW FIRM, PLC

Tyler Woods

tyler.woods@wilshirelawfirm.com

Ghazaleh Attaran

ghazaleh.attaran@wilshirelawfirm.com

Alan Wilcox

alan.wilcox@wilshirelawfirm.com

660 S. Figueroa Street, Sky Lobby

Los Angeles, California 90017

Telephone: (213) 381-9988

Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve not more than 1/3 of the GSA, which is currently estimated to be \$166,666.67 for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court approval of not more than \$20,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a Class Representative Service Payment to Plaintiff in the amount of \$10,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, time, and energy they spent in service to the Class as the Class Representatives. The Court may award a Class Representative Service Payment less than what is requested.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

[INSERT]
Canady v. Sheffield Platers, Inc., Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED] in Department C-73 of the San Diego County Superior Court, Hall of Justice, located at 330 West Broadway, San Diego, California

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

92101, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payments and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Apex Class Action Administration by calling toll free 1-800-XXXX-XXXX, or you can write to the Administrator at the following address:

[INSERT]
Canady v. Sheffield Platers, Inc., Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.