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on behalf of herself and all others similarly situated

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Attorneys for Defendants

LIFE STORAGE LP and LIFE STORAGE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

LINDA CHRISTINE BROWN, an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

LIFE STORAGE LP, a Delaware
limited liability company; LIFE
STORAGE, INC.; a Maryland
corporation; DANIEL ARIAS, an
individual, and DOES 1 through 100,
inclusive;

Defendants.

CASE NO.: 24CV006587

Assigned for all purposes: Judge Julie G. Yap
Dept. 8D

Complaint Filed: April 5, 2024

Trial Date: None Set

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

1 This Settlement Agreement (the “Settlement”) is made by and between Plaintiff Linda
2 Christine Brown (“Plaintiff”), on behalf of herself and each of the Class Members and PAGA
3 Members as defined herein, and Defendants Life Storage LP and Life Storage, Inc. (collectively,
4 “Defendants” or “Life Storage”), and is intended to resolve and settle the pending actions entitled
5 Linda Christine Brown v. Life Storage LP, et al., Case No. 24CV006587 (Sacramento County
6 Superior Court) and Linda Christine Brown v. Life Storage LP, et al., Case No. 24CV011429
7 (Sacramento County Superior Court).

8 **1. DEFINITIONS**

9 1.1 The term “Actions” is defined collectively to include (1) the Class Action
10 Complaint, the to-be-filed First Amended Complaint, and any amended complaints filed in the
11 action entitled Linda Christine Brown v. Life Storage LP, et al., Case No. 24CV006587
12 (Sacramento County Superior Court) by Plaintiff; and (2) the Representative Action Complaint
13 and any amended complaints filed in the action entitled Linda Christine Brown v. Life Storage LP,
14 et al., Case No. 24CV011429 (Sacramento County Superior Court) by Plaintiff.

15 1.2 The term “Agreement” or “Settlement Agreement” refers to this Settlement
16 Agreement.

17 1.3 The terms “Class” or “Class Members” means all hourly, non-exempt employees
18 who were employed by and worked for either of the Defendants within the State of California at
19 any time during the Class Period.

20 1.4 The term “Class Counsel” means Bibiyan Law Group, P.C.

21 1.5 The term “Class List and Data” means the Class Member’s name, last known
22 mailing address, Social Security number, number of Workweeks for each Class Member during the
23 Class Period, and number of PAGA Pay Periods for each PAGA Member during the PAGA Period.

24 1.6 The term “Class Period” means the time from October 27, 2020 through May 28,
25 2025.

26 1.7 The term “Court” as used herein means the Superior Court of California, County of
27 Sacramento.

28

1 1.8 The term “Defendants” or “Life Storage” means Defendants Life Storage LP and
2 Life Storage, Inc.

3 1.9 The “Effective Date” means the date by when both of the following have occurred:
4 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
5 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the 61st
6 day after service of notice of entry of the Judgment; or (b) if a timely appeal, review, or writ from
7 the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
8 Prior to the Effective Date, Defendants will not be required to fund the Settlement, in whole or in
9 part, through the Settlement Administrator or any third party.

10 1.10 The term “Final Approval Order” means the order of the Court that grants final
11 approval of the Settlement.

12 1.11 The term “Final Judgment” means the final judgment entered by the Court based
13 upon the Settlement.

14 1.12 The term “Individual PAGA Payment” means the PAGA Member’s pro-rata share of
15 the portion of the PAGA Payment allocated to PAGA Members pursuant to Section 10.4 below.

16 1.13 The term “Individual Settlement Payment” means the amount to be paid to a
17 Participating Class Member from the Net Settlement Amount pursuant to Section 10.2 below.

18 1.14 The term “LWDA Notice” means Plaintiff’s letter submitted to the Labor and
19 Workforce Development Agency dated April 5, 2024.

20 1.15 The term “Mediator” means Monique Ngo-Bonnici, Esq.

21 1.16 The term “Net Settlement Amount” means the Settlement Amount minus the Court-
22 approved Attorneys’ Fees, Litigation Costs and Expenses, Service Award to Plaintiff, Settlement
23 Administration Costs, and PAGA Payment.

24 1.17 The term “PAGA Member(s)” means all hourly, non-exempt employees who were
25 employed by and worked for either of the Defendants within the State of California at any time
26 during the PAGA Period.

27 1.18 The term “PAGA Payment” means the payment made to the LWDA and PAGA
28 Members for civil penalties pursuant to PAGA and the terms of this Agreement.

1 1.19 The term “PAGA Period” means the time from April 5, 2023 through May 28, 2025.

2 1.20 The term “PAGA Pay Period(s)” refers to the pay period(s) during the PAGA Period
3 in which a PAGA Member worked at least one day for either of the Defendants.

4 1.21 The term “Participating Class Members” mean Class Members who have not timely
5 requested exclusion from the Settlement.

6 1.22 The term “Parties” means Plaintiff and Defendants, collectively.

7 1.23 The term “Party” means Plaintiff or Defendants, individually.

8 1.24 The term “Plaintiff” means Plaintiff Linda Christine Brown.

9 1.25 The term “Preliminary Approval Order” means the order of the Court that grants
10 preliminary approval of the Settlement.

11 1.26 The term “Settlement Administrator” means Phoenix Class Action Administration
12 Solutions (“Phoenix”), the third-party settlement administrator agreed upon by Parties to administer
13 this Settlement.

14 1.27 The term “Settlement Amount” means the amount of Three Hundred Ninety-Five
15 Thousand Dollars and Zero Cents (\$395,000.00), inclusive of the Attorneys’ Fees and Litigation
16 Costs and Expenses incurred by Class Counsel, the Settlement Administration Costs, the Service
17 Award to Plaintiff, Individual Settlement Payments, and the PAGA Payment, but excluding
18 employer portion of any applicable payroll taxes.

19 1.28 The term “Workweek(s)” refers to the week(s) during the Class Period in which a
20 Class Member worked at least one day for either of the Defendants.

21 **2. SCOPE, PURPOSE, AND BENEFITS OF THE SETTLEMENT**

22 2.1 On April 5, 2024, Linda Christine Brown filed a Class Action Complaint in the
23 Superior Court of California for the County of Sacramento against Defendants, thereby
24 commending the action entitled Linda Christine Brown v. Life Storage LP, et al., Case No.
25 24CV006587 (“Class Action Complaint”) and alleging the following claims: (1) failure to pay
26 overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure
27 to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure
28 to provide accurate itemized wage statements; (7) failure to timely pay wages; (8) failure to

1 indemnify business expenses; (9) failure to pay interest on deposits; (10) violation of Labor Code
2 section 227.3; and (10) unfair business practices.

3 2.2 On April 5, 2024, Linda Christine Brown also filed with the LWDA and served on
4 Defendants the LWDA Notice under Labor Code section 2699.3 stating Plaintiff intended to serve
5 as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged
6 Labor Code violations.

7 2.3 On June 10, 2024, Linda Christine Brown filed a Representative Action Complaint
8 in the Superior Court of California for the County of Sacramento against Defendants, thereby
9 commending the action entitled Linda Christine Brown v. Life Storage LP, et al., Case No.
10 24CV011429 (“Representative Action Complaint”) alleging a single cause of action seeking civil
11 penalties under the Private Attorneys General Act of 2004 for the violations set forth in the LWDA
12 Notice.

13 2.4 On March 28, 2025, the Parties participated in private mediation conducted by the
14 Mediator, an experienced and respected attorney. The settlement discussions were conducted at
15 arm’s length. The Parties reached an impasse at mediation, but the Mediator successfully assisted
16 the Parties to agree on a resolution of the Actions through post-mediation discussions and
17 negotiations. The Settlement is the result of an informed and detailed analysis of the risks facing all
18 Parties in litigating this case, including but not limited to, careful consideration of the legal and
19 factual obstacles to Plaintiff’s prospects of obtaining class certification and on the merits, and
20 Defendants’ defenses, as well as Defendants’ potential exposure and the additional costs of
21 litigating the Actions.

22 2.5 This Agreement is intended to and does effectuate the full, final, and complete
23 resolution of the Actions.

24 2.6 The Parties believe that continued litigation would be protracted, expensive, and
25 uncertain, and that this Settlement is in the best interests of the Class, PAGA Members, and
26 Defendants. In light of these realities, the Parties believe that this Settlement is the best way to
27 resolve the disputes between them.

28

1 **3. JURISDICTION, ENFORCEMENT, AND INTERPRETATION**

2 The Court has jurisdiction over the Parties and the subject matter of the Actions. The
3 Actions includes claims that, while Defendants deny them in their entirety, would, if proven,
4 authorize the Court to grant relief pursuant to the California laws cited therein. If the Settlement is
5 approved, the Court will retain jurisdiction with respect to the interpretation, implementation, and
6 enforcement of the terms of this Agreement and all orders and judgments entered in connection
7 therewith, pursuant to California Rules of Court Rule 3.769, et seq. and California Code of Civil
8 Procedure Section 664.6, and the Parties hereto submit to the jurisdiction of the Court for purposes
9 of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all
10 orders and judgments entered in connection therewith. The Parties and their counsel agree that a
11 court, upon motion, may enter judgment pursuant to the Agreement and California Code of Civil
12 Procedure Section 664.6 and the Agreement is admissible in evidence for purposes of enforcement
13 pursuant to California Evidence Code Section 1123. The Agreement will be interpreted and
14 enforced under the laws of the State of California without regard to its conflict of laws provisions.
15 Any dispute arising out of or relating to the Agreement, or the subject matter hereof, will be
16 resolved solely and exclusively in the Court, and the Parties hereby consent to the jurisdiction of the
17 Court over them solely in connection therewith.

18 **4. NO ADMISSION WITH RESPECT TO LIABILITY**

19 4.1 The Parties agree that this Agreement reflects their good faith compromise of the
20 Actions, based upon their assessment of the mutual risks and costs of further litigation and the
21 assessments of their respective counsel. This Agreement does not constitute, is not intended to
22 constitute, and will not be deemed to constitute, an admission of liability or lack of liability by the
23 Parties as to the merits, validity, or accuracy of any of the allegations or claims made against
24 Defendants in the Actions or the appropriateness of class certification. Defendants deny each of
25 Plaintiff's allegations in their entirety, and alleges that Plaintiff and all other Class Members were
26 provided compensation and treated in all respects in accordance with California law with regard to
27 the claims and facts alleged in the Actions.

1 4.2 Nothing in this Agreement, nor any action taken or made in implementation thereof,
2 including, without limitation, any statements, discussions, communications, or any materials
3 prepared, exchanged, issued, or used during the course of the negotiations leading up to the
4 Agreement, is intended by the Parties to or will constitute, be introduced, or be submitted in any
5 way in the Actions or any other judicial, arbitral, administrative, investigative or other forum or
6 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
7 regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding
8 the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the
9 interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the
10 Court entered into in connection therewith. Additionally, insofar as any of the foregoing material is
11 required to be filed by any Court by Court order, the Parties will comply with such order but will
12 notify the other Party of such an order at least ten (10) days prior to filing of the documents.

13 4.3 The Parties agree that Plaintiff's forthcoming motion for preliminary approval of the
14 Settlement, which will, among other things, seek certification of the Class, is for purposes of the
15 Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification
16 will have no force or effect. The Parties agree that certification for purposes of the Settlement is in
17 no way an admission that class certification is proper under the standard applied to contested
18 certification motions and that this Agreement will not be submitted in this or any other proceeding
19 as evidence that (i) the Class should be certified, or (ii) Defendants are liable to Plaintiff or any of
20 the Class Members. Further, neither this Agreement nor the Court's actions with regard to this
21 Agreement will be submitted in any court or other tribunal regarding the propriety of class
22 certification or collective treatment for purposes other than the settlement of the Actions. In the
23 event that this Agreement is not approved by the Court or any appellate court, is terminated, or
24 otherwise fails to be enforceable, Defendants will not be deemed to have waived, limited, or
25 affected in any way, any of its objections or defenses in the Actions, including, but not limited to,
26 its defenses in opposition to class certification.

1 **5. CLASS CERTIFICATION**

2 For the purposes of this Agreement only, the Parties agree to the certification of the Class.
3 As set forth above, Defendants expressly reserve their right to oppose class certification should the
4 Court decide to not approve this Settlement.

5 **6. RELEASE AND WAIVER**

6 6.1 General Release and Waiver of Claims by Plaintiff

7 As of the Effective Date and full funding of the Settlement Amount and employer's share
8 of applicable payroll taxes, Plaintiff fully and finally releases Life Storage LP, Life Storage, Inc.,
9 Extra Space Management, Inc., and Daniel Arias, and each of their past, present and future agents,
10 employees, servants, officers, directors, partners, trustees, representatives, shareholders,
11 stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations
12 and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint
13 venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their
14 respective past, present and future employees, directors, officers, agents, attorneys, stockholders,
15 fiduciaries, parents, subsidiaries, and assigns, and each of them (collectively, the "Released
16 Parties"), from any and all claims, known and unknown, under federal, state and/or local law,
17 statute, ordinance, regulation, common law, or other source of law, including but not limited to
18 claims arising from or related to their employment with Defendants and their compensation while
19 an employee of Defendants ("Plaintiff's Released Claims"). Plaintiff's Released Claims include
20 all claims alleged or could have been alleged in the Actions and/or LWDA Notice, including but
21 not limited to all state and/or federal wage and hour claims, failure to pay all wages due, including
22 minimum wages, straight time compensation, overtime compensation, double-time compensation,
23 reporting time compensation, and interest; failure to pay all split shift premiums; failure to provide
24 one day's rest in seven day workweek; the calculation of the regular rate of pay; wages related to
25 alleged illegal time rounding and/or alleged manipulation of time entries; failure to provide
26 compliant meal periods; failure to provide compliant rest periods; failure to provide compliant
27 cooldown rest periods; failure to pay proper meal period, rest period and/or cooldown rest period
28 premiums; wages and/or penalties related to alleged auto-deduction of meal periods; failure to

1 permit employees to leave the premises during meal and/or rest periods; failure to pay overtime
2 compensation, double-time compensation, meal, rest period, and cooldown period premiums, sick
3 pay, and reporting time pay at the regular rate of pay; payment for all hours worked, including off-
4 the-clock work; failure to properly implement an alternative workweek schedule; failure to
5 provide accurate itemized wage statements; failure to reimburse business expenses; failure to
6 timely pay all wages during employment; failure to timely pay all wages due at separation of
7 employment; improper or unauthorized deductions; failure to pay interest on deposits for
8 uniforms; failure to provide suitable seating; failure to provide proper paid sick leave; failure to
9 permit use of paid sick leave; failure to pay all accrued and unused vacation/PTO upon separation;
10 failure to maintain and keep accurate records, including payroll records and records of hours
11 worked and meal periods; failure to permit inspection of records; failure to provide written notice
12 under Labor Code section 2810.5; failure to provide suitable seating; failure to provide suitable
13 resting facilities; failure to provide adequate sanitation facilities; failure to provide all temporary
14 workers with owed wages weekly; conducting unlawful background checks; improperly relying on
15 salary history information of applicants; requiring employees to agree to confidentiality policies
16 that restrain trade; preventing employees from using/disclosing skills, knowledge and experience
17 obtained at Defendants for purposes of competing; preventing employees from disclosing
18 violations of law; preventing employees from engaging in lawful conduct during non-work hours;
19 unfair business practices; penalties, including but not limited to recordkeeping penalties, wage
20 statement penalties, meal/rest period penalties, minimum wage penalties, and waiting-time
21 penalties; interest; attorneys' fees and costs. Plaintiff's Released Claims also expressly include all
22 claims arising under the California Labor Code (including but not limited to Sections 96, 98.6,
23 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 212, 213, 216, 218, 218.5, 218.6,
24 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 232, 232.5, 245, *et seq.*,
25 246, 256, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 450, 510, 511, 512, 516, 550, 551, 552, 558,
26 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5,
27 1199, 1527, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*, 2810.3, 2810.5, 3366, 3457, 8397.4); the
28 Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys

1 General Act of 2004 (“PAGA”); California Business and Professions Code Sections 16600,
2 16700, and 17200,, *et seq.*; the California Civil Code, including but not limited to Sections 3287,
3 3336, and 3294; California Code of Civil Procedure, including but not limited to Sections 1021.5
4 and 1032; California Government Code Section 12952; California Code of Regulations, Title 8,
5 Section 3395; the California common law of contract; the FLSA, 29 U.S.C. Section 201, *et seq.*;
6 federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. Section 1001,
7 *et seq.* (“ERISA”). Plaintiff’s Released Claims also include all claims for lost wages and benefits.
8 This release excludes the release of claims not permitted by law. Plaintiff’s Released Claims
9 include all claims, whether known or unknown. Even if Plaintiff discover facts in addition to or
10 different from those that they now know or believe to be true with respect to the subject matter of
11 Plaintiff’s Released Claims, those claims will remain released and forever barred. Thus, Plaintiff
12 expressly waives and relinquishes the provisions, rights and benefits of California Civil Code
13 Section 1542, which reads:

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

20 Further, this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims
21 that Plaintiff has or may have under the Federal Age Discrimination In Employment Act, as
22 amended by the Older Workers' Benefit Protection Act of 1990, 29 U.S.C. §§ 621 *et seq.* This
23 paragraph and this Agreement are written in a manner calculated to be understood by Plaintiff.
24 Plaintiff is hereby advised in writing to consult with an attorney before signing this Agreement.
25 Plaintiff has had a reasonable time of up to 21 days in which to consider signing this Agreement.
26 If Plaintiff decides not to use all 21 days, Plaintiff knowingly and voluntarily waives any claims
27 that Plaintiff was not given the 21-day period or did not use the entire 21 days to consider this
28 Agreement. Plaintiff may revoke this Agreement at any time within the 7-day period following

1 the date Plaintiff signs this Agreement by providing written notice of revocation to Defendants'
2 counsel of record. The Agreement shall not become effective or enforceable until after this 7-day
3 revocation period has expired. If Plaintiff revokes the Agreement, Plaintiff will not receive the
4 consideration set forth in the Agreement.

5 6.2 Release and Waiver of Claims by Participating Class Members

6 As of the Effective Date and full funding of the Settlement Amount and employer's share of
7 applicable payroll taxes, Participating Class Members and Plaintiff, on behalf of themselves and
8 their respective past, present, and future representatives, agents, attorneys, heirs, administrators,
9 successors, and assigns, and each and all of them, will be deemed to have fully, finally, and forever
10 released, settled, compromised, relinquished, and discharged the Released Parties from all claims,
11 debts, liabilities, demands, actions, or causes of action under state, federal or local law, whether
12 statutory, common law or administrative, that were asserted in the Actions and/or LWDA Notice, or
13 that reasonably could have been asserted based on the facts and/or claims alleged in the Actions
14 and/or LWDA Notice, including but not limited to all state and/or federal wage and hour claims,
15 failure to pay all wages due, including minimum wages, straight time compensation, overtime
16 compensation, double-time compensation, reporting time compensation, and interest; failure to pay
17 all split shift premiums; failure to provide one day's rest in seven day workweek; the calculation of
18 the regular rate of pay; wages related to alleged illegal time rounding and/or alleged manipulation
19 of time entries; failure to provide compliant meal periods; failure to provide compliant rest periods;
20 failure to provide compliant cooldown rest periods; failure to pay proper meal period, rest period
21 and/or cooldown rest period premiums; wages and/or penalties related to alleged auto-deduction of
22 meal periods; failure to permit employees to leave the premises during meal and/or rest periods;
23 failure to pay overtime compensation, double-time compensation, meal, rest period, and cooldown
24 period premiums, sick pay and reporting time pay at the regular rate of pay; payment for all hours
25 worked, including off-the-clock work; failure to properly implement an alternative workweek
26 schedule; failure to provide accurate itemized wage statements; failure to reimburse business
27 expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at
28 separation of employment; improper or unauthorized deductions; failure to pay interest on deposits

1 for uniforms; failure to provide suitable seating; failure to provide proper paid sick leave; failure to
2 permit use of paid sick leave; failure to pay all accrued and unused vacation/PTO upon separation;
3 failure to maintain and keep accurate records, including payroll records and records of hours
4 worked and meal periods; failure to permit inspection of records; failure to provide written notice
5 under Labor Code section 2810.5; failure to provide suitable seating; failure to provide suitable
6 resting facilities; failure to provide adequate sanitation facilities; failure to provide all temporary
7 workers with owed wages weekly; conducting unlawful background checks; improperly relying on
8 salary history information of applicants; requiring employees to agree to confidentiality policies
9 that restrain trade; preventing employees from using/disclosing skills, knowledge and experience
10 obtained at Defendants for purposes of competing; preventing employees from disclosing violations
11 of law; preventing employees from engaging in lawful conduct during non-work hours; unfair
12 business practices; penalties, including but not limited to recordkeeping penalties, wage statement
13 penalties, meal/rest period penalties, minimum wage penalties, and waiting-time penalties; interest;
14 attorneys' fees and costs; and including and not limited to, all claims arising under the California
15 Labor Code (including but not limited to Sections 96, 98.6, 200-204, 205.5, 210, 212, 213, 216,
16 218, 218.5, 218.6, 221, 223, 225, 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 246, 256,
17 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 511, 512, 558, 558.1, 1102.5, 1174, 1174.5,
18 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2800, 2802, 2810.3,
19 2810.5, 3366, 3457, 8397.4); the Wage Orders of the California Industrial Welfare Commission,
20 including but not limited to IWC Wage Order No. 4 (Cal. Code Regs., tit. 8, Section 11040);
21 California Code of Regulations, Title 8, Section 3395; California Business and Professions Code
22 Sections 16600, 16700, and 17200, *et seq.*; California Government Code Section 12952; California
23 Code of Civil Procedure, including but not limited to Sections 1021.5 and 1032; the California Civil
24 Code, including but not limited to Sections 3287, 3336, and 3294; and the Fair Labor Standards
25 Act, 29 U.S.C. Section 201, *et seq.* This release excludes the release of claims not permitted by law.

26 6.3 Release and Waiver of Claims By PAGA Members

27 As of the Effective Date and full funding of the Settlement Amount and employer's share
28 of applicable payroll taxes, PAGA Members, Plaintiff, and the State of California with respect to

1 all PAGA Members, on behalf of themselves and their respective past, present, and future
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns, and each and all
3 of them, will be deemed to have fully, finally, and forever released, settled, compromised,
4 relinquished, and discharged the Released Parties from all claims, actions, and causes of action
5 for civil penalties, attorneys' fees, costs or interest arising under the Private Attorneys General
6 Act, California Labor Code Section 2698, *et seq.* that were alleged or that reasonably could have
7 been alleged in the Actions and/or the LWDA Notice based on the factual allegations contained
8 in the Actions and/or the LWDA Notice, including but not limited to all claims for penalties
9 recoverable under PAGA concerning failure to pay all wages due, including minimum wages,
10 straight time compensation, overtime compensation, double-time compensation, reporting time
11 compensation, and interest; failure to pay all split shift premiums; failure to provide one day's rest
12 in seven day workweek; the calculation of the regular rate of pay; wages related to alleged illegal
13 time rounding and/or alleged manipulation of time entries; failure to provide compliant meal
14 periods; failure to provide compliant rest periods; failure to provide compliant cooldown rest
15 periods; failure to pay proper meal period, rest period and/or cooldown rest period premiums;
16 wages and/or penalties related to alleged auto-deduction of meal periods; failure to permit
17 employees to leave the premises during meal and/or rest periods; failure to pay overtime
18 compensation, double-time compensation, meal, rest period, and cooldown period premiums, sick
19 pay and reporting time pay at the regular rate of pay; payment for all hours worked, including off-
20 the-clock work; failure to properly implement an alternative workweek schedule; failure to
21 provide accurate itemized wage statements; failure to reimburse business expenses; failure to
22 timely pay all wages during employment; failure to timely pay all wages due at separation of
23 employment; improper or unauthorized deductions; failure to pay interest on deposits for
24 uniforms; failure to provide suitable seating; failure to provide proper paid sick leave; failure to
25 permit use of paid sick leave; failure to pay all accrued and unused vacation/PTO upon separation;
26 failure to maintain and keep accurate records, including payroll records and records of hours
27 worked and meal periods; failure to permit inspection of records; failure to provide written notice
28 under Labor Code section 2810.5; failure to provide suitable seating; failure to provide suitable

1 resting facilities; failure to provide adequate sanitation facilities; failure to provide all temporary
2 workers with owed wages weekly; conducting unlawful background checks; improperly relying on
3 salary history information of applicants; requiring employees to agree to confidentiality policies
4 that restrain trade; preventing employees from using/disclosing skills, knowledge and experience
5 obtained at Defendants for purposes of competing; preventing employees from disclosing
6 violations of law; preventing employees from engaging in lawful conduct during non-work hours;
7 unfair business practices; penalties, including but not limited to recordkeeping penalties, wage
8 statement penalties, meal/rest period penalties, minimum wage penalties, and waiting-time
9 penalties; interest; attorneys' fees and costs; and including and not limited to, all claims arising
10 under the California Labor Code (including but not limited to Sections 96, 98.6, 200-204, 205.5,
11 210, 212, 213, 216, 218, 218.5, 218.6, 221, 223, 225, 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5,
12 245, *et seq.*, 246, 256, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 511, 512, 558, 558.1,
13 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527,
14 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*, 2810.3, 2810.5, 3366, 3457, 8397.4); the Wage Orders
15 of the California Industrial Welfare Commission, including but not limited to IWC Wage Order
16 No. 4 (Cal. Code Regs., tit. 8, Section 11040); the California Private Attorneys General Act of
17 2004 ("PAGA"); California Code of Regulations, Title 8, Section 3395; California Business and
18 Professions Code Sections 16600, 16700, and 17200, *et seq.*; California Government Code Section
19 12952; California Code of Civil Procedure, including but not limited to Sections 1021.5 and 1032;
20 California Civil Code Section 3287; and any other PAGA penalty claims whatsoever alleged in
21 the Actions or LWDA Notice, whether known or unknown, during the PAGA Period.

22 **7. NOTICE AND OPPORTUNITY TO OPT OUT OR OBJECT**

23 **7.1 Notice to the Class**

24 The Parties submit a Notice of Class Action Settlement ("Class Notice"), in the form
25 attached hereto as "Exhibit 1," to the Court for approval. The Class Notice will include,
26 nonexclusively, information regarding the nature of the Actions; a summary of the substance of the
27 Settlement; the definition of the Class; the formula used to determine the Individual Settlement
28 Payments for the Class Members and Individual PAGA Payments for PAGA Members; the number

1 of Workweeks and PAGA Pay Periods credited to each Class Member and PAGA Member,
2 respectively; the estimated Individual Settlement Payment and/or Individual PAGA Payment; the
3 procedures and deadlines for objecting to the Settlement, seeking exclusion from the Settlement
4 (except PAGA Members shall have no right to exclude themselves from the PAGA portion of the
5 Settlement), and/or disputing the number of Workweeks or PAGA Pay Periods credited to them;
6 and the date for the Final Approval Hearing.

7 7.2 Mailing of the Class Notice

8 Within twenty-one (21) calendar days following notice by Plaintiff or the Court of the
9 Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class
10 List and Data in readable Microsoft Excel spreadsheets. In no event will Class List and Data ever
11 be shared with or provided to Class Counsel.

12 Within fourteen (14) calendar days after the Settlement Administrator's receipt of the Class
13 List and Data, the Settlement Administrator shall mail the Class Notice in English, with Spanish
14 translation, to the Class Members via first-class regular U.S. mail. Class Members will have forty-
15 five (45) calendar days from the mailing of the Class Notice ("Response Deadline") to submit a
16 Request for Exclusion (as defined below), dispute, or objection. The date of initial mailing of the
17 Class Notice by the Settlement Administrator to the Class Members is the "Initial Mailing." Prior
18 to mailing the Class Notice to Class Members, the Settlement Administrator will perform one
19 search based on the National Change of Address Database information to update and correct the
20 Class List and Data for any known or identifiable address changes.

21 If, within thirty (30) calendar days of the Initial Mailing, a Class Notice is returned with a
22 forwarding address, then within five (5) calendar days of receiving the undeliverable Class Notice,
23 the Settlement Administrator shall forward the original Class Notice to the updated address via
24 first-class regular U.S. mail indicating on the Class Notice the date of such re-mailing. If a Class
25 Notice is returned within thirty (30) calendar days of the Initial Mailing as undeliverable without a
26 forwarding address, then within five (5) calendar days of receiving the undeliverable Class Notice,
27 the Settlement Administrator will promptly attempt to determine the correct address using a skip-
28 trace search, and will perform a single re-mailing to any addresses located indicating the date of the

1 re-mailing on the Class Notice. Those Class Members who receive a re-mailed Class Notice (as a
2 result of the Settlement Administrator locating an updated address by way of skip-trace search,
3 forwarding address provided by the post office, or request from the Parties or Class Members), will
4 have the later of (a) fifteen (15) calendar days from the date the Class Notice is re-mailed or (b) the
5 Response Deadline to postmark a Request for Exclusion, objection, or dispute regarding
6 Workweeks or PAGA Workweeks to the Settlement Administrator (“Extended Response
7 Deadline”).

8 In the event that the procedures in this Section are followed and the intended recipient of a
9 Class Notice still does not receive the Class Notice, the intended recipient shall be bound by all
10 terms of the Settlement and any Final Approval Order and Final Judgment entered by the Court if
11 the Settlement is approved by the Court. In the event the procedures in this Section are followed
12 and a Class Member does not ultimately return a Request for Exclusion and/or the Request for
13 Exclusion is rejected by the Settlement Administrator, the Class Member shall be deemed a
14 Participating Class Member and will be bound by all terms of the Settlement and any Final
15 Approval Order and Final Judgment entered by the Court if the Settlement is approved by the
16 Court.

17 7.3 Objection to the Settlement

18 A Participating Class Member may object to the Settlement. To assert an objection to the
19 Settlement, a Participating Class Member must submit an objection to the Settlement Administrator
20 by first class U.S. mail at the address specified on the Class Notice, not later than the Response
21 Deadline, or in the instance of a re-mailed Class Notice, the Extended Response Deadline. The date
22 of the postmark will be the exclusive means for determining whether an objection has been timely
23 submitted. All objections must be in writing, which includes: (1) the objector’s full name, address,
24 last four digits of his or her Social Security number, and signature; (2) the case name and number;
25 (3) the factual and legal basis, with supporting documents, if any, on which the objection is based;
26 (4) whether the objector is represented by an attorney and providing the contact information of any
27 such attorney; and (5) whether the objector plans to appear at the Final Approval Hearing. The
28 Parties agree that the Settlement Administrator shall not disclose the last four digits of any Class

1 Member's Social Security number to anyone except Defendants, that such information will be
2 securely held, and that those last four digits shall not be used for any purpose except to ascertain the
3 identity of the objector for administration of this Settlement. Any person who fails to timely submit
4 their written objections in the manner specified above may still appear and object at the Final
5 Approval Hearing. Participating Class Members who fail to object in the manners specified above
6 shall be deemed to have waived any objections and shall be foreclosed from making any objection
7 (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this
8 Settlement, the Participating Class Member will remain a member of the Class, and if the Court
9 grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and
10 any Final Approval Order and Final Judgment. Within three (3) business days of receipt of an
11 objection, the Settlement Administrator shall provide counsel for the Parties with a copy of the
12 objection. No later than thirty (30) calendar days before the Final Approval Hearing, the Settlement
13 Administrator shall provide counsel for the Parties with a complete list of Participating Class
14 Members who have submitted an objection. Prior to the Final Approval Hearing, the Settlement
15 Administrator shall submit copies of the objections that it has received, to the Court by way of
16 declaration.

17 7.4 Request for Exclusion from the Settlement

18 Class Members who wish to exclude themselves from the Settlement must submit a valid
19 and timely request for exclusion ("Request for Exclusion") to the Settlement Administrator by mail,
20 postmarked on or before the Response Deadline or, in the instance of a re-mailed Class Notice, the
21 Extended Response Deadline. The date of the postmark on the return mailing envelope will be the
22 exclusive means for determining whether a Request for Exclusion has been timely submitted. A
23 Request for Exclusion must be in writing which contains: (1) the Class Member's full name, current
24 address, last four digits of his/her Social Security number; (2) the case name and number; (3) a clear
25 statement that the Class Member wishes to be excluded from the Settlement; and (4) the Class
26 Member's signature and the date of signature. The Parties agree that the Settlement Administrator
27 shall not disclose the last four digits of any Class Member's Social Security number to anyone but
28 Defendants, that such information will be securely held, and that the disclosure of those last four

1 digits shall not be used for any purpose except to ascertain the identity of the individual who wishes
2 to exclude himself or herself from the Settlement for administration of this Settlement. The name
3 and last four digits of the Social Security number provided by the Class Member on the Request for
4 Exclusion must match Defendants' records as provided to the Settlement Administrator, or match
5 Defendants' records for that particular Class Member. The name and Social Security number
6 provided by the Class Member will be deemed to match Defendants' records only if: (1) both the
7 first name and the last name and the last four digits of the Social Security number provided by the
8 Class Member match Defendants' records; (2) the first name and the last four digits of the Social
9 Security number provided by the Class Member match Defendants' records and it appears the last
10 name has been changed as a result of a change in marital status or is a shortened or lengthened
11 version of the name that appears in Defendants' records; or (3) the last four digits of the Social
12 Security number and last name match Defendants' records and the first name provided is either a
13 nickname or a shortened or lengthened version of the name that appears in Defendants' records.
14 Each Class Member who does not submit a Request for Exclusion in compliance with this
15 paragraph will be deemed to be a Participating Class Member. Participating Class Members will be
16 bound by all terms of the Settlement Agreement and the Final Approval Order and Final Judgment.
17 Any Class Member who submits a timely, valid Request for Exclusion will not be a Participating
18 Class Member, will not be entitled to receive any Individual Settlement Payment, and will not be
19 bound by the class release in Section 6.2 of this Agreement or have any right to object, appeal, or
20 comment thereon.

21 Notwithstanding the foregoing, the Parties agree there is no statutory or other right for any
22 Class Member to opt out or otherwise exclude himself or herself from the PAGA portion of the
23 Settlement. A Class Member who submits a valid and timely Request for Exclusion and who is
24 also a PAGA Member shall still receive his or her proportionate share of the PAGA Payment and
25 shall be bound by the release of the PAGA claims during the PAGA Period described in Section
26 6.3.

27 If a Class Member submits both a Request for Exclusion and written objection to the
28 Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first

1 attempt to contact the Class Member(s) to determine if they intended to submit only the Request for
2 Exclusion or written objection. If the Settlement Administrator is unable to contact the Class
3 Member(s) within ten (10) calendar days of receiving both the Request for Exclusion and written
4 objection or if the Class Member(s) fails to respond to the Settlement Administrator within ten (10)
5 calendar days of being contacted, then only the Request for Exclusion will be deemed valid. The
6 Class Member(s)' written objection will be invalid, and the Class Member will no longer be
7 considered a Participating Class Member, will not receive his or her Individual Settlement Payment,
8 and will not be bound by the class release in Section 6.2 of this Agreement (but will be bound by
9 the release of the PAGA claims during the PAGA Period described in Section 6.3).

10 7.5 No Solicitation of Objections to or Exclusions from the Settlement

11 The Parties agree to use their best efforts to carry out the terms of this Agreement. At no
12 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
13 to submit Requests for Exclusion, objections to the Settlement, or appeal from or seek review of the
14 Court's Preliminary Approval Order, Final Approval Order, or Final Judgment, provided, however,
15 that Class Counsel may respond to any questions received from Class Members regarding the
16 Settlement and the Settlement Agreement.

17 **8. DEFENDANTS' RIGHT TO RESCIND**

18 If either (i) 10% or more of the Class Members, or (ii) a number of Class Members whose
19 Individual Settlement Payments in the aggregate are 10% or more of the Settlement Amount,
20 either opt out of and/or object to the Settlement, or if both (i) and (ii) occur, Defendants may, at
21 their election, rescind the Settlement and all actions taken in its furtherance of it will be thereby
22 null and void. If Defendants exercise this right of recession, they must do so in writing, that is
23 sent to Class Counsel. If the option to rescind is exercised, then Defendants shall be solely
24 responsible for all Settlement Administration Costs accrued to that point.

25 **9. DISPUTES REGARDING WORKWEEKS**

26 The Class Notice mailed to each Class Member will indicate the Workweeks and PAGA
27 Pay Periods credited to each Class Member and the estimated Individual Settlement Payment and/or
28 Individual PAGA Payment that he/she is to receive based upon Defendants' records and the

1 formula set forth in Section 10.2 below. If a Class Member objects to the Workweeks and/or
2 PAGA Pay Periods credited to him or her, as stated in the Class Notice, the Class Member must
3 submit written correspondence to the Settlement Administrator that is postmarked no later than the
4 Response Deadline, or in the instance of a re-mailed Class Notice, the Extended Response
5 Deadline, explaining the basis for the dispute and including any supporting documentation showing
6 that the Workweeks and/or PAGA Pay Periods credited to him or her is inaccurate. Defendants'
7 records will be presumed determinative, absent credible evidence to rebut the accuracy of the
8 Workweeks and/or PAGA Pay Periods credited to a Class Member based thereon. The Settlement
9 Administrator will evaluate the evidence submitted by the Class Member and make a
10 recommendation to the Parties as to which figures should be applied. If the Parties disagree with
11 the Settlement Administrator's recommendation, the dispute will be presented to the Court for
12 determination.

13 **10. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

14 10.1 Settlement Amount

15 The Settlement Amount has been agreed to by the Parties, based on analysis and assessment
16 of the value of the claims of the Class. It is expressly understood that if the Court awards less than
17 the total amounts requested to be awarded for Attorneys' Fees, Litigation Costs and Expenses,
18 PAGA Payment, Settlement Administration Costs, and Service Award to Plaintiff, or as otherwise
19 provided herein, the difference in any such amounts will be added to the Net Settlement Amount.

20 10.2 Distribution to the Participating Class Members

21 Individual Settlement Payments will be determined as follows: Defendants will provide the
22 Settlement Administrator with the number of Workweeks credited to each Participating Class
23 Member during the Class Period, as indicated in the Class List and Data. The Settlement
24 Administrator will then calculate the total number of Workweeks worked by all Participating Class
25 Members during the Class Period ("Total Workweeks"). To determine the Individual Settlement
26 Payment for each Participating Class Member, the Settlement Administrator will (1) divide each
27 Participating Class Member's respective Workweeks by the Total Workweeks, and (2) multiply the
28 resulting figure by the Net Settlement Amount. The Individual Settlement Payment will be reduced

1 by any required legal deductions for each Participating Class Member, provided that such legal
2 deductions will not include the employer's share of any payroll taxes, as set forth in Section 10.9
3 below. Any residual amounts of the Settlement Amount that are not distributed in full as
4 contemplated by this Agreement shall be distributed pro rata to Participating Class Members.

5 Participating Class Members will have one hundred and eighty (180) calendar days from the
6 date on which the Individual Settlement Payment check is issued, to cash or deposit the Individual
7 Settlement Payment check. If an Individual Settlement Payment check is not cashed within one
8 hundred and eighty (180) calendar days from the date of issuance, if said check represents a sum
9 that is five (5) or more times greater than the cost of sending an additional check to Participating
10 Class Members, then the uncashed Individual Settlement Payment checks will be redistributed to
11 Participating Class Members on a pro-rata basis. If the uncashed Individual Settlement Payment
12 checks represent a sum that is less than five (5) times greater than the cost of sending an additional
13 check to Participating Class Members, the Individual Settlement Payment checks will be cancelled
14 and funds associated with said cancelled check will be transmitted to the State Controller's
15 Unclaimed Property Fund in the name of the Participating Class Members, as an alternative
16 distribution for which there is good cause, under California Code of Civil Procedure Section 384(b).

17 10.3 Service Award to Plaintiff

18 Plaintiff will apply to the Court for a service award of no more than \$10,000.00 for Plaintiff
19 (the "Service Award"), to be paid out of the Settlement Amount. Defendants will not oppose such
20 an application, so long as it is consistent with the provisions of this Agreement. Any amount
21 awarded for the Service Award to Plaintiff that is less than the amount listed above will result in the
22 non-awarded funds being part of the Net Settlement Amount available for distribution to the
23 Participating Class Members. Plaintiff shall be solely and legally responsible to pay any and all
24 applicable taxes on the Service Award. Plaintiff agrees to indemnify and hold harmless the
25 Released Parties from any claim or liability for taxes, penalties or interest arising as a result of the
26 Service Award. Plaintiff is solely responsible for providing a completed IRS W-9 form to the
27 Settlement Administrator prior to distribution. The Settlement Administrator will issue to Plaintiff
28 an IRS Form 1099 reflecting the Service Award.

1 10.4 PAGA Payment

2 The Parties agree to allocate the amount of \$39,500.00 from the Settlement Amount
3 pursuant to PAGA as the PAGA Payment. Seventy-five percent (75%) of this amount, or
4 \$29,625.00, will be paid to the LWDA and twenty-five percent (25%) of this amount, or \$9,875.00,
5 will be distributed to PAGA Members. The portion of the PAGA Payment distributed to PAGA
6 Members (i.e. \$9,875.00) shall be calculated and distributed on a pro rata basis based on PAGA
7 Members' respective number of PAGA Pay Periods during the PAGA Period. The Settlement
8 Administrator will (1) divide each PAGA Member's PAGA Pay Periods by the total number of Pay
9 Periods worked by all PAGA Members during the PAGA Period, and (2) multiple the resulting
10 figure by the portion of the PAGA Payment allocated to PAGA Members (i.e. \$9,875.00) in order
11 to yield each PAGA Member's Individual PAGA Payment.

12 In the event that the Court finds the Parties' allocation of proceeds from the Settlement
13 Amount to PAGA to be insufficient, the Parties expressly reserve the right to amend this
14 Agreement to increase the allocated amount to a level that satisfies the Court's discretion, but
15 provided that such increase does not increase the Settlement Amount.

16 10.5 Attorneys' Fees and Litigation Costs and Expenses

17 Class Counsel shall be entitled to apply to the Court for attorneys' fees payable to Class
18 Counsel in the amount of up to 35% of the Settlement Amount, which is \$138,250.00 ("Attorneys'
19 Fees"), and litigation costs and expenses in an amount not to exceed \$25,000.00 ("Litigation Costs
20 and Expenses"). The amounts set forth above for Attorneys' Fees and Litigation Costs and
21 Expenses will cover all work performed and all fees and costs incurred by Class Counsel to date,
22 and all work to be performed and all fees to be incurred in connection with the litigation of the
23 Action², seeking preliminary and final approval by the Court of this Settlement and Agreement, the
24 administration of the Settlement, seeking and obtaining a Preliminary Approval Order and Final
25 Approval Order, and obtaining Final Judgment. Class Counsel is solely responsible for providing
26 completed IRS W-9 forms to the Settlement Administrator prior to distribution. The Settlement
27 Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded Attorneys'
28 Fees and Litigation Costs and Expenses. Should Plaintiff and/or Class Counsel request a lesser

1 amount for Attorneys' Fees and/or the Court approves a lesser amount, the difference between the
2 lesser amount and \$138,250.00 will be a part of the Net Settlement Amount. Should Plaintiff
3 and/or Class Counsel request a lesser amount for its Litigation Costs and Expenses and/or the Court
4 approves a lesser amount, the difference between the lesser amount and \$25,000.00 will be added to
5 the Net Settlement Amount. Class Counsel will not be permitted to petition the Court for, or
6 accept, any additional payments from Defendants for attorneys' fees, costs, or expenses in
7 connection with the Actions. Class Counsel shall assume full responsibility and liability for the
8 payment of taxes due on such awards.

9 Defendants' payment of the Attorneys' Fees and Litigation Costs and Expenses awarded to
10 Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person,
11 attorney, or law firm for attorneys' fees, costs, or expenses in the Actions incurred by any attorney
12 on behalf of the Plaintiff, the Class Members, and the PAGA Members, and shall relieve
13 Defendants, the Settlement Administrator, and Defendants' counsel of any other claims or liability
14 to any other attorney or law firm for any attorneys' fees, costs, and expenses to which any of them
15 may claim to be entitled on behalf of Plaintiffs and/or the Class Members and PAGA Members.

16 10.6 Settlement Administrator

17 Subject to approval by the Court, the Parties agree that the fees and expenses of the
18 Settlement Administrator in relation to services rendered in administration of the Settlement of the
19 Actions shall be deducted from the Settlement Amount, not to exceed \$7,000.00 ("Settlement
20 Administration Costs"), absent approval of the Court for a greater amount. If the Settlement
21 Administrator's actual costs are lower than, or the Court awards less than the total amount allocated
22 for Settlement Administration Costs, the difference in any such amounts will be a part of the Net
23 Settlement Amount.

24 The Settlement Administrator shall have the authority to mail the Class Notice; establish a
25 qualified settlement fund account and administer the Settlement Amount; and disburse funds from
26 the Settlement Amount in accordance with this Agreement. The Settlement Administrator shall
27 calculate the Individual Settlement Payments to be paid to the Participating Class Members in
28 accordance with the terms and provisions of this Agreement; calculate the Individual PAGA

1 Payments to be paid to PAGA Members in accordance with the terms and provisions of this
2 Agreement; distribute the Class Notice; determine eligibility for payment to a Class Member or
3 PAGA Member; resolve any disputes regarding the Workweeks and/or PAGA Pay Periods credited
4 to each Class Member and/or PAGA Member; keep track of those Class Members requesting to be
5 excluded from the Settlement, and provide information regarding objections and Requests for
6 Exclusion to the Parties' counsel; mail the Individual Settlement Payment checks to Participating
7 Class Members and Individual PAGA Payment checks to PAGA Members; undertake require tax
8 withholdings and reporting; and perform such other tasks necessary to effectuate the terms of this
9 Agreement or as the Parties mutually agree or the Court orders the Parties to perform. The
10 Settlement Administrator shall regularly report to the Parties, in written form, the substance of the
11 work performed.

12 The Settlement Administrator will submit to the Court, in conjunction with the motion for
13 final approval, a declaration providing, among other things, the number of Class Notices it mailed
14 to the Class Members, the number of Class Notices that it re-mailed, the number of Class Notices
15 that were ultimately undeliverable, the number of Requests for Exclusion and Objections that it
16 received, the number of defective Requests for Exclusion and objections that it received, the
17 identity of the Class Members who submitted Requests for Exclusion and/or Objections, the total of
18 its charges for services rendered, and the anticipated future charges contemplated in order to bring
19 the administration of the Settlement and distribution of payments to completion.

20 Any disputes relating to the Settlement Administrator's ability and need to perform its
21 duties shall be referred to the Court.

22 10.7 Time for Funding of the Settlement

23 Prior to the Effective Date of the Settlement, Life Storage will not be required to fund the
24 Settlement, in whole or in part, through the Settlement Administrator or any third party. Within
25 fourteen (14) calendar days after the Effective Date, Life Storage shall provide the Settlement
26 Administrator with sufficient funds to make all the payments required under this Settlement.
27
28

1 10.8 Time for Distribution

2 Within thirty (30) calendar days after receipt of the Settlement Amount from Life Storage,
3 the Settlement Administrator shall make the following payments as approved by the Court:

4 (1) Individual Settlement Payments to Participating Class Members; (2) Individual PAGA
5 Payments to PAGA Members; (3) the Service Award; (4) the Attorneys' Fees; (5) the Litigation
6 Costs and Expenses; (6) the portion of the PAGA Payment to the LWDA; and (7) the Settlement
7 Administration Costs.

8 10.9 Allocation

9 All Individual Settlement Payments will be allocated as follows: 20% as wages ("wage
10 portion") and 80% as penalties, any other non-taxable items, and interest. The wage portion of each
11 Individual Settlement Payment will be subject to W-2 reporting and, therefore, normal employee's
12 share of payroll taxes and withholdings will be deducted pursuant to applicable state and federal
13 law. Defendants shall be responsible for paying employer-side taxes separately from the Settlement
14 Amount. Participating Class Members will be issued an IRS Form 1099 for the portion of their
15 Individual Settlement Payments that is treated as interest and penalties and any other non-taxable
16 items, and will assume full responsibility and liability for the payment of taxes due on such awards,
17 if any. All Individual PAGA Payments will be allocated as 100% penalties and interest and PAGA
18 Members will be issued an IRS Form 1099 for their Individual PAGA Payment, and will assume
19 full responsibility and liability for the payment of taxes due on such awards, if any. The Parties
20 make no representations about the tax consequences to the portion of the Individual Settlement
21 Payments representing interest and penalties.

22 10.10 Escalator

23 Defendants estimated that, from the period of October 27, 2020 to the date of mediation,
24 there were a total of approximately 11,227 Workweeks in the Class Period. Should the actual
25 number of Workweeks worked by Class Members during the Class Period increase beyond 10%
26 of the estimated Workweeks (i.e. exceeds 12,350 Workweeks), Defendants shall, at their sole
27 discretion, have the option of either: (1) agreeing to increase the Settlement Amount by the
28 percentage increase in the number of Workweeks worked by Class Members above 10% (e.g. if

1 the number of Workweeks increases by 11%, the Settlement Amount will increase by 1%); or (2)
2 agreeing to close the Class Period just before the date the Workweeks exceeds the 10% cap.

3 **11. INTEREST**

4 The Settlement Amount includes any and all interest accruals and no additional interest
5 shall be due under any circumstances.

6 **12. TAXATION**

7 12.1 Plaintiff, Participating Class Members, and PAGA Members represent and warrant
8 that they understand that it is their sole obligation to pay appropriate federal, state, and local
9 income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable
10 income.

11 12.2 CIRCULAR 230 DISCLAIMER: EACH PARTY TO THIS AGREEMENT (FOR
12 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
13 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
14 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
15 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
16 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
17 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
18 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
19 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
20 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
21 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
22 ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
23 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
24 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
25 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
26 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
27 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
28 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER

1 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
2 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
3 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
4 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
5 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
6 AGREEMENT.

7 **13. COURT APPROVAL**

8 13.1 The Parties agree that no later than thirty (30) days after signing this Agreement,
9 the Parties will stipulate to Plaintiff filing with the Court a First Amended Complaint in the
10 Class Action, which shall include a claim for violation of Labor Code 1198 and all claims,
11 theories, and allegations in the PAGA Action and in the LWDA Notice, to the extent they are not
12 already included in the Class Action.

13 13.2 The Parties agree that no later than ten (10) calendar days after the filing of the
14 First Amended Complaint in the action entitled Linda Christine Brown v. Life Storage LP, et al.,
15 Case No. 24CV006587, Plaintiff will file a Request for Dismissal without prejudice in the action
16 entitled Linda Christine Brown v. Life Storage LP, et al., Case No. 24CV011429.

17 13.3 Following the Preliminary Approval Order, if Defendants do not exercise their
18 right to cancel the Settlement solely as provided for herein, a motion for final approval of the
19 Settlement will be filed by Class Counsel, which, if not separately filed by Class Counsel, will
20 include a request for Attorneys' Fees, Litigation Costs and Expenses, and Service Award as
21 provided for herein, which Defendants will not oppose. The Parties agree to take all steps as may
22 be reasonably necessary to secure final approval of the Settlement as quickly as possible, to the
23 extent not inconsistent with the terms of this Agreement, and will not take any action adverse to
24 each other in obtaining Court approval, and, if necessary, appellate approval, of the Agreement in
25 all respects.

26 13.4 If the Court does not grant preliminary approval and/or final approval of the
27 Settlement, or if the Court's Final Approval Order and Final Judgement are reversed or materially
28 modified on appeal, then this Settlement will become null and void.

1 13.5 In the event the Court declines to enter the Final Approval Order and Final
2 Judgment, this Agreement shall be null and void and any order or judgment entered by the Court
3 in furtherance of this Agreement shall be treated as void. In such a case, the Parties and any funds
4 to be awarded under this Settlement shall be returned to their respective statuses as of the date and
5 time immediately prior to the execution of this Agreement, and the Parties shall proceed in all
6 respects as if this Agreement had not been executed, except that any fees and expenses already
7 reasonably incurred by the Settlement Administrator shall be paid by Defendants.

8 **14. MISCELLANEOUS PROVISIONS**

9 14.1 No Effect on Regular Rate or Overtime Compensation. Participating Class Members
10 and PAGA Members will receive payment under the Settlement, as determined by the Settlement
11 Administrator in accordance with this Agreement. The Parties agree that this payment is not
12 viewed as additional compensation for purposes of calculating a “regular rate” of pay under
13 California or federal law for the period during which it is received, and no additional overtime
14 compensation is required as a result of such payment; further, any claim to entitlement to any
15 additional overtime compensation is expressly waived under the terms of this Agreement. No
16 person or entity shall have any claim against Defendants, Defendants; Counsel, Plaintiff, any Class
17 Members or PAGA Members, Class Counsel, or the Settlement Administrator based upon
18 distributions and payments made in accordance with this Agreement.

19 14.2 No Effect on Employee Benefits. The Individual Settlement Payments and/or
20 Individual PAGA Payments to be paid to Plaintiff, Participating Class Members, and PAGA
21 Members, and the Service Award to be paid to Plaintiff, shall be deemed not to be pensionable
22 earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee
23 benefits (e.g., vacations, holiday pay, retirement plans, 401k plans, sick leave plans, PTO plans,
24 etc.) of Plaintiff, any Participating Class Members or any PAGA Members. Such payments do not
25 represent any modification of Plaintiff’s, Participating Class Members’, or PAGA Members’
26 previously credited hours of service or other eligibility criteria under any employee pension benefit
27 plan or employee welfare benefit plan sponsored by either Defendant. Further, any Individual
28 Settlement Payment, Individual PAGA Payment, or Service Award shall not be considered

1 “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an
2 employee pension benefit plan or employee welfare benefit plan sponsored by either Defendant.

3 14.3 Headings. The descriptive headings of any paragraphs or sections of this Agreement
4 are inserted for convenience of reference only and do not constitute a part of this Agreement.

5 14.4 Final Agreement. This Agreement constitutes the exclusive and final understanding
6 and expression of all agreements between the Parties with respect to the resolution of the Actions,
7 and supersedes all prior agreements and understandings between the Parties relating to the subject
8 matter hereof. Plaintiff, on behalf of herself and on behalf of the Class Members, PAGA Members,
9 and LWDA, and Defendants enter into this Agreement based solely upon its terms and not in
10 reliance upon any representations or promises other than those contained in this Agreement.

11 14.5 Amendment or Modification. This Agreement may be amended or modified only by
12 a written instrument signed by counsel for the Parties, or their successors, and approved by the
13 Court.

14 14.6 Counterparts/Facsimile. This Agreement may be executed in one or more actual or
15 telecopied counterparts, all of which will be considered one and the same instrument and all of
16 which will be considered duplicate originals. A signature by facsimile on this Agreement shall be as
17 legally binding as an original signature.

18 14.7 Authority. Counsel for all Parties represent and warrant they are expressly
19 authorized by the Parties whom they represent to negotiate this Agreement and to take all
20 appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to
21 effectuate its terms, and to execute any other documents required to effectuate the terms of this
22 Agreement. The Parties and their counsel will cooperate with each other and use their best efforts
23 to effectuate the implementation of the Settlement. In the event that the Parties are unable to reach
24 agreement on the form or content of any document needed to implement the Settlement, or on any
25 supplemental provisions that may become necessary to effectuate the terms of the Settlement, the
26 Parties shall seek the assistance of the Court to resolve such disagreement. The person signing this
27 Agreement on behalf of Defendants represents and warrants that they are authorized to sign this
28 Agreement on their behalf.

1 14.8 Binding on Successors and Assigns. This Agreement shall be binding upon, and
2 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3 14.9 Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in the
4 Actions in abeyance, except such proceedings necessary to implement and complete the Settlement,
5 pending the Final Approval Hearing to be conducted by the Court.

6 14.10 Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel
7 believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the
8 Actions and have arrived at this Agreement through arm's-length negotiations, considering all
9 relevant factors, current and potential.

10 14.11 Cooperation and Drafting. Each of the Parties has cooperated in the drafting and
11 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
12 not be construed against any of the Parties.

13 14.12 Invalidity of Any Provision. Before declaring any provision of this Agreement
14 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
15 consistent with applicable precedents so as to define all provisions of this Agreement as valid and
16 enforceable.

17 14.13 Plaintiff's Waiver of Right to Be Excluded. By signing this Agreement, Plaintiff is
18 bound by the terms herein stated and further agrees not to submit a Request for Exclusion from the
19 Settlement. Any such Request for Exclusion shall therefore be void and of no force or effect.
20 Plaintiff also agrees to not disparage the Settlement to Class Members or PAGA Members or
21 encourage, in any way, Class Members to submit or not to submit a Request for Exclusion. In
22 addition, neither Plaintiff nor Class Counsel will initiate any contact with Class Members or PAGA
23 Members about the amount or terms of the Settlement.

24 14.14 Publicity. Plaintiff and Class Counsel agree that they will not issue any press
25 releases, initiate any contact with the press, respond to any press inquiry or have any
26 communication with the press about the amount or terms of the Settlement. Class Counsel may
27 respond to press inquiries by stating the matter has been resolved and refer the press to court
28 filings. In addition, Plaintiff and Class Counsel agree that they will not engage in any advertising

1 or distribute any marketing materials specifying any material terms relating to the Settlement of
2 this case, including but not limited to any postings on any websites maintained by Class Counsel
3 and including but not limited to the identity of either Defendant and/or any information that
4 identifies either Defendant. The settlement administrator shall not create nor maintain any website
5 regarding this Settlement at any time. Any communication about the Settlement to Class Members
6 prior to the Court-approved mailing will be limited to a statement that a settlement has been
7 reached and the details will be communicated in a forthcoming Court-approved notice. Plaintiff is
8 prohibited from discussing the terms or the fact of the settlement with third parties other than (1)
9 her immediate family members, and/or (2) her accountants or lawyers as necessary for tax
10 purposes.

11 14.15 Defense. To the extent permitted by law, this Settlement may be plead as a full and
12 complete defense to, and may be used as the basis for an injunction against, any action, suit, or
13 other proceeding that may be instituted, prosecuted, or attempted with respect to the Released Class
14 Claims against the Released Parties in breach of or contrary to the Settlement.

15 14.16 Final Judgment. The Parties agree that, upon final approval of the Settlement, a
16 Final Judgment will be made and entered, resolving the Actions in their entirety.

17 WHEREFORE, Plaintiff, on behalf of herself and the Participating Class Members,
18 PAGA Members, and LWDA, and Defendants, have executed this Agreement as of the dates set
19 forth below.

20
21 Executed on: 05/20/2026

Linda Christine Brown

PLAINTIFF LINDA CHRISTINE BROWN

22
23 Executed on: _____

DEFENDANT LIFE STORAGE LP

24
25 Executed on: _____

DEFENDANT LIFE STORAGE, INC.