

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
afeghali@moonlawgroup.com
Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlawgroup.com
Mitchell H. Millet (SBN 356250)
mmillet@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff
BENJAMIN SALOMON, individually and
on behalf of all others similarly situated

LITTLER MENDELSON, P.C.
Rebecca M. Aragon (Bar No. 134496)
raragon@littler.com
David S. Maoz (Bar No. 233857)
dmaoz@littler.com
633 West Fifth Street
63rd Floor
Los Angeles, California 90071
Telephone: 213.443.4283
Fax No.: 213.443.4299

Attorneys for Defendant
EVERGREENE ARCHITECTURAL ARTS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BENJAMIN SALOMON, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

EVERGREENE ARCHITECTURAL ARTS,
INC.; and DOES 1 through 50,

Defendants.

Case No. 24STCV11916

JOINT SETTLEMENT STIPULATION

ASSIGNED FOR ALL PURPOSES TO THE
HONORABLE DAVID S. CUNNINGHAM
III, DEPT. 11

Complaint Filed: May 10, 2024
Trial Date: None Set

This Joint Stipulation for Class Action Settlement and Release of Claims is made and entered into by and between Plaintiff BENJAMIN SALOMON (“Plaintiff”), collectively and on behalf of the alleged putative class of all other similarly situated individuals, on the one hand, and Defendant EVERGREENE ARCHITECTURAL ARTS, INC. (“Defendant”), on the other hand, to resolve the class and representative action wage and hour disputes that led to the above-captioned lawsuit.

THE PARTIES STIPULATE AND AGREE as follows:

I. DEFINITIONS

1. **“Aggrieved Employees”** shall mean and refer to all Class Members who are currently or were formerly employed by Defendant at any location in California during the PAGA Period.
2. **“Agreement,” “Stipulation,” “Settlement” and “Joint Stipulation”** all mean this document.
3. **“Class Counsel”** shall mean Kane Moon, Allen Feghali, Mariam Ghazaryan, and Mitchell H. Millet of MOON LAW GROUP, P.C.
4. **“Class Counsel Fees and Costs Payment”** means the amount of attorneys’ fees and costs awarded by the Court pursuant to the terms of this Agreement.
5. **“Class Member”** shall mean a member of the Class.
6. **“Class”** shall mean all individuals who are or were employed by Defendant as non-exempt employees in California during the Class Period.
7. **“Class Period”** means the time period from May 20, 2020 and ending on the End Date.
8. **“Class Representative Service Payment”** means the payments to CLASS REPRESENTATIVE Benjamin Salomon described in Section IV of this Agreement.
9. **“Court”** means the Superior Court of California for the County of Los Angeles.
10. **“Court’s Final Order and Judgment”** means the Final Order Approving Class Action Settlement and Judgment in a form to be agreed upon by the Parties and as approved by the Court.
11. **“Defendant”** shall mean EVERGREENE ARCHITECTURAL ARTS, INC.
12. **“Defendant’s Counsel”** shall mean Rebecca Aragon and David S. Maoz of Littler Mendelson.
13. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 71 below.

14. **“Employee Payroll Taxes”** means the employee portion of all applicable tax withholdings including, but not limited to, FICA, FUTA, and other employment related taxes and withholding of federal, state, and local income taxes.

15. **“Employer Payroll Taxes”** means the employer’s share of FICA, FUTA, and all other local, state, and federal payroll taxes and deductions related to the Individual Settlement Payments.

16. **“End Date”** means the date upon which preliminary approval is granted and entered by the Court, or September 12, 2025.

17. **“Final Approval Hearing”** means the hearing at which the Court shall consider, without limitation, any timely objections to the Settlement from Class Members, testimony from the Parties or their counsel, declarations regarding the settlement process from the Settlement Administrator, and otherwise make a final determination regarding the fairness of the Settlement described herein.

18. **“Gross Settlement Amount”** (“GSA”) means One-Hundred Seventy Thousand Dollars and No Cents (\$170,000.00), payable by Defendant as provided by this Agreement and as ordered by the Court. The Gross Settlement Amount is inclusive of the following deductions: all payments to Class Members, the Class Counsel Fees and Costs Payment, the CLASS REPRESENTATIVE Service Payment, the Settlement Administration Fees, and the LWDA Payment.

19. **“Individual PAGA Payment”** means the payment to be made to Aggrieved Employees from the PAGA Payment.

20. **“Individual Settlement Payment”** means the payment to be made to Participating Class Members from the Net Settlement Fund, pursuant to the terms of this Agreement.

21. **“Individual Settlement Share”** means the gross amount of the Net Settlement Amount that a Class Member is eligible to receive based on the number of Workweeks that he or she worked as a Class Member during the Class Period if he or she does not submit a timely and valid Request for Exclusion.

22. **“Litigation”** means the lawsuit entitled *Benjamin Salomon v. Evergreene Architectural Arts, Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV11916.

23. **“LWDA Payment”** means the payment to the LWDA for its seventy-five percent

(75%) share of the total amount allocated toward penalties under the PAGA all of which is to be paid from the Gross Settlement Amount. The Parties have agreed that Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated toward PAGA penalties, of which Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked in the PAGA Period, as further set out herein.

24. **“Net Settlement Fund”** means the remainder of the Gross Settlement Fund after making the deductions described in Paragraph 18. The Net Settlement Fund shall be allocated among the Participating Class Members and Aggrieved Employees according to the formula and other terms described in Section VI of this Agreement.

25. **“Non-Participating Class Member”** means a putative Class Member who submits a timely and valid request to opt-out of the Settlement.

26. **“Notice of Proposed Settlement”** means the Notice of Settlement of Class Action in the form attached hereto as **Exhibit A**, and as approved by the Court.

27. **“Operative Complaint”** means the First Amended Complaint on file in the Litigation.

28. **“Participating Class Member”** means a Class Member who does not timely and validly opt out of the Settlement.

29. **“PAGA”** means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*

30. **“PAGA Payment”** means the Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) payment payable to Aggrieved Employees, which would be in addition to their Individual Settlement Share so long as they do not opt out of the Settlement.

31. **“PAGA Period”** means the time period from May 20, 2023 through the End Date.

32. **“Parties”** shall refer collectively to Plaintiff and Defendant, each of whom is a “Party.”

33. **“Preliminary Approval of the Settlement”** means the Court’s preliminary approval of the Settlement.

34. **“Released Parties”** collectively means: (a) Defendant and all of its current or former

parent companies, subsidiaries, sister companies, divisions, joint ventures, affiliates, affiliated companies, assigns, trustees, guarantors, fiduciaries, partnerships, present and former owners, management employees, shareholders, insurers, attorneys, and affiliated entities, and/or any other related company that could be jointly liable with Defendant; (b) Defendant's respective past, present, and future parents, subsidiaries, affiliates, divisions, fiduciaries, predecessors, successors, and assigns; and (c) the past, present, and future shareholders, directors, owners, officers, directors, agents, representatives, employees, attorneys, insurers, and the predecessors, successors, and assigns of any of the foregoing.

35. **"Released Claims"** means the following:

a. **Release as to All Participating Class Members.** Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, CLASS REPRESENTATIVE and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Class, waive, release, and discharge any and all claims against DEFENDANT, including its respective past, present, and future parents, subsidiaries, affiliates, predecessors or successors in interest, or the officers, directors, shareholders, management-level employees, attorneys, agents, assigns, insurers, re-insurers, of any of them, that were alleged in the Litigation or which could have reasonably been alleged based on the facts asserted in the Litigation. These claims include, but are not limited to: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and, (9) all claims for liquidated damages, penalties, interest, fees, and costs based on the foregoing. The release shall include all allegations, claims and/or causes of action arising from or directly related to the facts alleged in the Action that were pled or could have been

pled in the Class Action based on the facts alleged in the operative complaints, or which arise out of or directly relate to such facts (“Class Released Claims”).

b. Release as to all Aggrieved Employees: Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, Plaintiff, as a private attorney general on behalf of the State of California, and the Aggrieved Employees, for the duration of the PAGA Period, will release the Released Parties of all claims for civil penalties alleged in the PAGA claims in the First Amended Complaint on-file in the Action and in the PAGA Notice to the California Labor and Workforce Development Agency (“LWDA”), including: (1) failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages; (2) failing to provide meal periods; (3) failing to authorize and permit rest breaks; (4) failing to maintain accurate records of hours worked and meal periods taken or missed; (5) failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties; (6) failing to pay all vacation wages at termination; (7) willfully failing to pay all wages due at termination; (8) failing to pay all earned wages two times per month; (9) failing to pay all earned wages two times per months; and, (10) any recovery under Labor Code sections 2699, et seq., for these alleged violations.

c. **General Release by Named Plaintiff Only.** In addition to the release made in Paragraph 35(a) and (b), Plaintiff makes the additional following general release of all claims, known or unknown. Upon the date that the settlement is considered final as defined in Paragraph 71, Plaintiff releases Defendant and the Released Parties, and each of their respective past, present, and future parents, subsidiaries, affiliates, predecessors or successors in interest, officers, directors, shareholders, management-level employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of each of the Defendant. Plaintiff further agrees to waive all rights under Section 1542 of the California Civil Code with respect to the RELEASED PARTIES. Section

1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

36. **“Settlement”** means the Parties’ agreement to settle the Litigation on the terms described in this Agreement.

37. **“Settlement Administrator”** means the third-party administration firm selected by the Parties and approved by the Court. The Parties have agreed to propose Phoenix as the Settlement Administrator for the Court’s consideration and approval.

38. **“Settlement Administration Fees”** means the amount of fees and costs incurred by the Settlement Administrator awarded by the Court pursuant to the terms of this Agreement.

II. THE LITIGATION

39. Procedural History. On May 10, 2024, Plaintiff filed a Class Action Complaint that included claims for: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and, (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. On July 9, 2024, Plaintiff filed a First Amended Class Action and PAGA Representative Action Complaint alleging claims for: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate

Itemized Wage Statements [Cal. Lab. Code § 226]; and, (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. On July 9, 2024, Plaintiff filed a First Amended Complaint that included the original claims plus claim (9) for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]. Defendant filed an answer generally and specifically denying the material allegations in the First Amended Complaint and setting forth numerous affirmative defenses thereto.

40. Investigation and Discovery. Class Counsel has conducted a thorough investigation of the facts in the Litigation and have diligently pursued an investigation of Class Members' claims against Defendant. The parties have engaged in a substantial investigation in connection with the Litigation, including an informal exchange of a large volume of information, including confidential information, regarding the claims asserted in the Litigation, the defenses available to Defendant, and other relevant issues. Defendant has produced, and Class Counsel have reviewed and analyzed, relevant personnel and payroll information for Plaintiff and all Class Members, as well as Defendant's policies and procedures as they relate to Plaintiff and the Class Members' employment with Defendant.

41. Mediation. On April 11, 2025, the Parties participated in an all-day mediation with mediator Tripper Ortman. At the conclusion of the mediation, the Parties agreed to resolve the matter as stated herein and entered into a Memorandum of Understanding memorializing the settlement agreement.

42. No Admission of Liability. The Parties have entered into this Settlement in order to reduce the risks and costs of further litigation, and to avoid further business distractions. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Litigation, including all allegations made in the Complaint filed in the Litigation. Defendant further contends that, for any purpose other than settlement, this Litigation is not appropriate for class treatment. Among other things, Defendant contends that it complied in good faith with California wage and hour laws and the California Business and Professions Code.

43. Inadmissibility of Agreement. Whether or not the Court fails to grant Final Approval of the Settlement, neither this Agreement, nor any of its terms, nor any document, statement,

proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall in any event be: (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to 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 except for purposes of settling this Action or enforcing the Released Claims contained herein pursuant to the terms of this Agreement; (ii) disclosed, referred to or offered or received in evidence against any of the Released Parties in any further proceeding in the Litigation or any other civil, criminal or administrative action or proceeding except for purposes of settling this Litigation or enforcing the Released Claims contained herein pursuant to the terms of this Agreement; or (iii) used in any other way or for any other purpose except for purposes of settling this Litigation or enforcing the Released Claims contained herein pursuant to the terms of this Agreement.

44. Fair, Reasonable, and Adequate Settlement. Based on the investigation summarized above, Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, unresolved legal issues that could have a material impact on the outcome of the Litigation, and numerous potential appellate issues. The Parties recognize that the issues presented in the Litigation are likely only to be resolved after extensive and costly pretrial proceedings, including a dispute as to whether any of the claims asserted can be certified as a class action, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of continued litigation. The Parties agree that they have taken into account the risk and uncertainty of the outcome inherent in any complex litigation of this nature.

III. SETTLEMENT AMOUNT

45. Consideration. Unless escalated pursuant to the terms of this Agreement, the Gross Settlement Amount that Defendant will be required to pay in connection with the Settlement is One-Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00). The Gross Settlement

Amount is inclusive of all payments to Class Members, the Class Counsel Fees and Costs Payment, the CLASS REPRESENTATIVE Service Payment, the Settlement Administration Fees, the LWDA Payment, the PAGA Payment, and each individual Class Member's share of Employee Payroll Taxes, and any other applicable withholdings required by law. It does not include Defendant's share of Employer Payroll Taxes.

46. Tax Treatment of Payments to Participating Class Members. Each Individual Settlement Payment shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that the Employee Payroll Taxes with respect to the wage-portion of the Individual Settlement Payment will be withheld from the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

47. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (i) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (ii) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED

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

13 48. Uncashed Checks. This is a “non-reversionary” settlement. Under no circumstances will any
 14 of the settlement revert to Defendant. Participating Class Members will not have to make a
 15 claim in order to receive a distribution. Distributions, in the form of Individual Settlement
 16 Payments, will be made directly to each Participating Class Member and Individual PAGA
 17 Payments to each Aggrieved Employee. Any settlement checks remaining uncashed for more
 18 than 180 days after mailing shall be delivered to the California State Controller Unclaimed
 19 Property Division.

20 49. PAGA Penalty Allocation. From the Gross Settlement Amount, Ten-Thousand Dollars and
 21 Zero Cents (\$10,000.00) shall be allocated as PAGA penalties. From this amount, seventy-
 22 five percent (75%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00),
 23 shall be paid to the LWDA (*i.e.*, the LWDA Payment), and the remaining twenty-five percent
 24 (25%), or Two-Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), shall be
 25 distributed to Aggrieved Employees (*i.e.*, the PAGA Payment).

26 **IV. CLASS REPRESENTATIVE SERVICE PAYMENT**

27 50. As part of the Agreement, Defendant agrees not to oppose Plaintiff’s application to the Court
 28 for individual CLASS REPRESENTATIVE Service Payment of Ten-Thousand Dollars and

Zero Cents (\$10,000.00) to Plaintiff, who has served as CLASS REPRESENTATIVE, in addition to any payments he is otherwise entitled to as a Class Member and/or Aggrieved Employee, which is to be paid out of the Gross Settlement Amount.

51. Should the Court approve a lesser amount for the CLASS REPRESENTATIVE Service Payment, the difference shall be added back to the Net Settlement Fund to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

52. The Settlement Administrator will issue to Plaintiff an IRS Form 1099 reflecting the CLASS REPRESENTATIVE Service Payment paid to him.

V. ATTORNEYS' FEES AND COSTS

53. As part of the Agreement, Defendant agrees not to oppose an application by Plaintiff to the Court for Class Counsel fees in the amount of up to one-third (33.33%) of the GSA (not to exceed Fifty-Six Thousand One Hundred Dollars and Zero Cents (\$56,100.00) plus actual attorneys' costs and expenses not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00), upon proof provided to the Court.

54. Should the Court approve a lesser amount of Class Counsel fees and costs payment than what is sought by Class Counsel, the difference shall be added back to the Net Settlement Fund to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

55. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

VI. CLASS MEMBER DISTRIBUTION FORMULA

56. Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees

from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Workweeks during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

a. The Settlement Administrator will determine the total number of Workweeks worked by each Class Member during the spreadsheet provided by Defendant during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Pay Periods worked by each Aggrieved Employee during the PAGA Period using the spreadsheet with Workweeks provided by Defendant for the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period ("PAGA Workweeks").

b. To determine each Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

c. To determine each Participating Class Member's Individual Settlement Payment, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: Individual Settlement Payment = (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

d. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's Workweeks ÷ PAGA Workweeks) × \$5,000.00 (the PAGA Payment).

e. A Settlement Class Member who is also an Aggrieved Employee who submits a valid Request for Exclusion will nevertheless be bound by the release of the PAGA Released Claims and will still receive their Individual PAGA Payment.

f. Participating Class Members' Individual Settlement Payments and Aggrieved Employees' Individual PAGA Payments shall be paid by way of check. In the event that a Participating Class Member is also an Aggrieved Employee, one check may be issued aggregating both amounts payable to the Participating Class Member/Aggrieved Employee.

57. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Litigation, including all allegations made in the Operative Complaint. Nothing in the allocation formulas in this section shall be deemed an admission that any Class Member has stronger or weaker claims than any other Class Member.

VII. SETTLEMENT ADMINISTRATION

58. Settlement Administrator. The Parties have agreed to and will request that the Court appoint Phoenix as Settlement Administrator for this Settlement.

59. Class Counsel. The Parties stipulate and agree to propose to the Court that Kane Moon, Allen Feghali, Mariam Ghazaryan, and Mitchell H. Millet of MOON LAW GROUP, PC. as Class Counsel to carry out the duties described in this Agreement.

60. Stipulation to Conditional Certification. The Parties stipulate, for settlement purposes only, that the Court may conditionally certify the Class, as defined in this Joint Stipulation, as an opt-out class (the "**Class Stipulation**"). More specifically, the Parties agree as part of the Joint Stipulation that, for settlement purposes only, the legal requirements for an opt-out class are satisfied. This conditional Class Stipulation is made solely for purposes of the Settlement. The Class Stipulation is in no way an admission that class action certification is proper, and neither this Joint Stipulation nor the Class Stipulation will be admissible in this or any other action or proceeding as evidence either that (i) the claims advanced in the Litigation, or any other class, collective, or representative action claims, should be certified, or that (ii) the Released Parties are liable to Plaintiff or Class Members.

61. Provision of Class Data to Settlement Administrator. Within twenty (20) calendar days from the date of Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator each Class Member's: (a) name; (b) last known address; (c) total number of workweeks worked by Class Members during the Class Period and total number of pay periods worked by the Aggrieved Employees during the PAGA Period, including breakdown by employee; and (d) Social Security Number (the "**Class Data**"). The Class Data shall be based on DEFENDANT's payroll and available business records in a format acceptable to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities and to Class Counsel upon their request, pursuant to Defendant's express written consent, or by order of the Court.

VIII. NOTICE AND CLASS MEMBER APPROVAL PROCESS

62. Notice to Putative Class Members. Within seven (15) calendar days following the Settlement Administrator's receipt of the Class Data, the Notice of Proposed Settlement ("**Class Notice** or "**Notice**") shall be sent by the Settlement Administrator to the Class Members, by first class mail. The Class Notice will include, non-exclusively:

- a. Contact information for Class Counsel;
- b. The address for a website, maintained by the Settlement Administrator or Class Counsel, that has links to the notice, motions for approval and for attorneys' fees, and any other important documents in the case;
- c. Instructions on how to access the case docket online or in person at the court;
- d. The date of the final approval hearing and clearly state that the date may change without further notice to the class;
- e. An advisement to Class Members to check the settlement website or the Court's website to confirm that the hearing date has not been changed;
- f. Information regarding the nature of the Litigation, including a summary of the

substance of the Settlement, the Class definitions, and the formula used in calculating the Individual Settlement Payments;

g. Information about the ability to opt out of the Settlement and the process for doing so;

h. Information about the ability to object to the Settlement and the process for doing;

i. The time period during which the Class Member worked during the Class Period; and,

j. The Class Member's estimated Individual Settlement Share and Individual PAGA Payment, if any.

If the information listed on the Class Notice is disputed, the Class Member disputing the information may produce information to the Settlement Administrator through the dispute process described in Paragraph 67 below.

IX. APPROVAL PROCESS

63. Opt-In Not Required. Class Members are not required to submit any type of claim form in order to receive settlement payments from the Settlement Administrator. However, if a new address is obtained by way of a returned Notice, then the Settlement Administrator shall promptly forward the original Notice to the updated address *via* first-class regular U.S. Mail indicating on the original Notice the date of such re-mailing. Where a Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a "skiptrace" search using the National Change of Address database to obtain an updated address. The Parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members where necessary. Notices will be re-mailed by the Settlement Administrator to any Class Member for whom an updated address is located.

64. Opt-Out. Class Members who request exclusion from the Settlement in accordance with the terms set forth in the Class Notice will be deemed timely only if postmarked on or before forty-five (45) calendar days following the date of initial mailing of the Notice by the Settlement Administrator, or, if the Class Notice was re-mailed to that Class Member, fifteen

(15) calendar days after the remailing, whichever is later (“**Response Deadline**”). The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

65. Effect of Opt-Out. Class Members who validly and timely opt-out of the Class will not be entitled to any recovery under the Settlement, will not be bound by the Settlement, and will not have any right to object, appeal, or comment thereon, except that the opt-out provision shall not affect their release and participation in the PAGA Settlement if the Class Member is also an Aggrieved Employee. Class Members who do not submit a valid and timely request for exclusion shall be bound by all the terms of this Agreement and any final judgment or order in this Litigation, and shall be deemed to have waived all unstated objections and opposition to the fairness, reasonableness, and adequacy of this Agreement. If 10% or more of the Class Members opt out, Defendant shall have the right to rescind this Stipulation and the parties’ settlement in its sole and absolute discretion. However, in such an event, Defendant shall be solely responsible for payment of the Settlement Administrator’s fees and costs in administration caused by way of this Agreement.

66. Opt-Out List. Upon expiration of the Response Deadline and at any time upon request, the Settlement Administrator shall provide counsel for the Parties with a complete list of all Class Members who have timely requested exclusion from the Class.

67. Disputes Regarding Class Data. If a Class Member disputes the number of workweeks listed on the Notice, the Class Member may produce evidence to the Settlement Administrator indicating the number of workweeks contended to have been worked in the Class Period and/or PAGA Period. Defendant’s records will be presumed determinative, absent evidence to rebut their records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to the Parties’ respective counsel who agree to meet and confer in good faith about the evidence to determine the Class Member’s actual number of workweeks worked in the Class Period and/or PAGA Period and estimated Individual Settlement Payment and/or Individual PAGA Payment. If the Parties’ respective counsel are unable to agree, they agree to submit the dispute to the Settlement

Administrator to render a final decision. The deadline to dispute the number of workweeks is the Response Deadline.

68. Objection to Settlement. Any Class Member who has not submitted a request for exclusion may object to this Joint Stipulation, or any portion thereof, by filing a written objection with the Court or by appearing at the Final Approval Hearing in person or through counsel of their choice. Any written objection or supporting papers, if any, shall be mailed to the Settlement Administrator at the address that is set forth in the Class Notice, and the Settlement Administrator shall provide the objection to the Parties' counsel within three (3) calendar days of receipt. Moreover, the Settlement Administrator shall attach any written objections to their Declaration referenced above and Class Counsel shall file the same in conjunction with the Motion for Final Approval of the Settlement. To be timely, all objections must be postmarked by the Response Deadline. A written objection must contain the objecting person's full name, current address, and include all objections and the reasons therefore, and include any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations). A Class Member who desires to object but who fails to comply with the objection procedure set forth herein shall be deemed not to have objected. If a Class Member both opts out and objects to the Settlement, the opt-out shall control and the objection shall be deemed moot and thus overruled.

69. Appearance at Final Approval Hearing. If a Participating Class Member wishes to appear at the Final Approval Hearing and present his or her objection to the Court orally, he or she may do so whether or not he or she timely objected in writing by the Response Deadline. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement. The Parties shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or her counsel related to any objections to the Settlement and/or appeals arising therefrom.

70. Deadline for Cashing Settlement Checks; Delivery to State Controller's Office Unclaimed Property Division. Participating Class Members shall have 180 days from the date checks are mailed by the Settlement Administrator to cash the checks representing their Individual

1 Settlement Payments and/or Individual PAGA Payments. If any such checks mailed remain
2 uncashed after the expiration of this period, or an envelope mailed to a Participating Class
3 Member is returned and no forwarding address can be located for that individual after
4 reasonable efforts have been made, then any uncashed checks will be promptly delivered to
5 the California State Controller Unclaimed Property Division.

6 71. Effective Date of Settlement. The Settlement shall become effective when the Settlement is
7 considered as “Final.” For purposes of this Agreement, “Final” means: (i) in the event that the
8 Settlement has received final approval by the Court and there were no timely objections filed
9 or presented, or that any timely objections have been withdrawn, then the date of the Court’s
10 Order granting final approval of the Settlement; or, (ii) in the event that one or more timely
11 objections has/have been filed or presented and not withdrawn at the time of final approval,
12 then upon the passage of the applicable date for an objector to seek appellate review of the
13 trial court’s order of final approval of the Settlement, without a timely appeal having been
14 filed; or, (iii) in the event that a timely appeal of the court’s order of final approval has been
15 filed, then when the applicable appellate court has rendered a final decision or opinion
16 affirming the Superior Court’s final approval without material modification, and the
17 applicable date for seeking further appellate review has passed, or the date that any such
18 Appeal has been either dismissed or withdrawn by the appellant.

19 **X. DELIVERY OF FUNDS TO SETTLEMENT ADMINISTRATOR**

20 72. Within thirty (30) business days after the Settlement is considered “Final” as described in
21 Paragraph 71 above, Defendant shall make a one-time deposit of the Gross Settlement
22 Amount (as defined in Paragraph 18) into a qualified settlement account to be established by
23 the Settlement Administrator. The Settlement Administrator shall promptly calculate
24 Defendant’s share of applicable Employer Payroll Taxes and notify Defendant of that amount,
25 which shall be remitted by Defendant to the Settlement Administrator within fourteen (14)
26 calendar days after the Settlement is considered “Final”, or as soon thereafter as reasonably
27 practicable.

28 73. The Gross Settlement Amount shall be used to pay the following, in amounts finally

approved by the Court:

- a. The Individual Settlement Payments and Individual PAGA Payments to all Participating Class Members and/or Aggrieved Employees, as calculated by the Settlement Administrator;
- b. The CLASS REPRESENTATIVE Service Payment;
- c. The Settlement Administration Fees;
- d. The LWDA Payment; and,
- e. Class Counsel Fees and Costs.

XI. DISTRIBTUION OF FUNDS

74. Within ten (15) calendar days after receipt of Defendant's payment of the Gross Amount to fund the Settlement as provided in this Agreement, the Settlement Administrator shall do the following:

- d. Mail the Individual Settlement Payment and Individual PAGA Payment, if applicable, to each Class Member's last-known address, as determined from the Class Notice process;
- e. Disburse, by such means as Class Counsel may direct, the amount of the CLASS REPRESENTATIVE Service Payments and Class Counsel Fees and Costs Payment;
- f. Calculate, withhold, and remit to applicable governmental agencies each employee's Employee Payroll Taxes, on the wage portion of the settlement payments to Participating Class Members in accordance with this Agreement, as well as remit the Employer Payroll Taxes on the wage portion of the settlement to applicable government agencies;
- g. Mail the LWDA Payment approved by the Court to the LWDA with the cover letter provided by Class Counsel.
- h. Disburse Settlement Administration Fees.

XII. RELEASE OF CLAIMS

75. Participating Class Members' Release. The Parties desire to fully, finally, and forever settle, compromise, and discharge the Released Claims set forth in Paragraph 35(a). Each and every Participating Class Member, including PLAINTIFF, hereby release and discharge the Released Parties, and each of them, from the Class Released Claims, while, to the extent

1 applicable by law, the State of California and Aggrieved Employees release and discharge the
2 Released Parties from the PAGA Released Claims.

3 76. Scope of Class Members' Release. The Parties intend that the Settlement described in this
4 Agreement will release, whether by lawsuit, administrative claim (to the extent permitted by
5 law) or action, arbitration, demand, or other action of any kind, by each and all of the
6 Participating Class Members to obtain a recovery based on their assertion of the Released
7 Claims, or any of them. The Class Members shall be so notified in the Class Notice to the
8 Class. This paragraph does not apply to the Class Released Claims in connection with any
9 Class Member who timely and validly opts out of the Settlement.

10 **XIII. RETENTION OF JURISDICTION**

11 77. Jurisdiction. The Parties stipulate that the Court shall retain jurisdiction over any further
12 disputes relating to this Agreement, the implementation of the Agreement, the interpretation
13 of the Agreement or any of its terms, or further issues regarding the claims in the Litigation,
14 until the Settlement Administrator and the Parties notify the Court that all issues have been
15 resolved and the Settlement has been fully effectuated. The Parties shall endeavor to give such
16 notice within 180 days from the Final Approval Order.

17 **XIV. GENERAL PROVISIONS**

18 78. Appointment of Class Counsel. For purposes of this Joint Stipulation and subject to the
19 Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel
20 for the Class and the effectuation of the Settlement pursuant to this Joint Stipulation.

21 79. Class Workweeks & PAGA Pay Periods; Escalator Clause. The total Workweeks for the
22 Class Period are up to and including 2,920 Workweeks, inclusive of the Workweeks permitted
23 under the Escalator Clause without penalty. PAGA Pay Periods during the PAGA Period are
24 up to 1,062 Pay Periods, inclusive of the Pay Periods provided for under the Escalator Clause
25 without penalty. Should the actual number of Workweeks or Pay Periods during the Class
26 Period increase beyond 15%, Defendant shall have the option, but not the requirement, to
27 select between whether (1) the GSA will be increased pro rata by the percentage increase in
28 the number of Workweeks or Pay Periods worked by the Class or Aggrieved Employees or

(2) the Class Period and/or PAGA Period shall cut off at the date that the Workweeks or Pay Periods increased beyond that allowed by this Paragraph without penalty. This election must be made no later than the one week before the Preliminary Approval Hearing, so that the Court is informed of the correct Class Period and the Class Notice is distributed to the correct individuals.

80. Settlement Administration Fees If Settlement Fails. If for any reason this Settlement is not approved and does not become “Final,” any Settlement Administration Fees incurred as a result of administration of the failed Settlement shall be borne equally by the Parties, unless the Settlement Agreement is withdrawn from unilaterally by Defendant pursuant to Paragraphs 65 and/or 79, in which event Defendant shall be solely responsible for payment of the Settlement Administrator’s fees and costs arising by virtue of administration of this Settlement.

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

82. Interpretation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement, with the assistance of a neutral mediator. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement. The Parties agree that the language in this Agreement shall not be construed in favor or against any Party. The Parties further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning. Each term of this Agreement is contractual and not merely a recital.

83. Rescission. The Parties agree that if, at any time before the Effective Date, any material portion of the Released Claims or the consideration to be paid for the class action settlement or PAGA settlement is determined to be illegal, invalid, or unenforceable without material change thereto, then the Parties agree to meet and confer in order to attempt to resolve

1 outstanding issue(s) and to seek the help of Mediator Tripper Ortman to resolve any dispute
2 they are unable to resolve informally. If the Parties cannot resolve such issue(s), this
3 Agreement shall be rescindable at the option of either Party. The rescinding party must rescind
4 by written notice filed with the Court and served on counsel for the opposing party within ten
5 (10) calendar days after any order or written ruling that declares any such portion to be illegal,
6 invalid, or unenforceable. However, the non-rescinding party shall have an opportunity to
7 seek enforcement of the Settlement in such an event on the basis that the change by the Court
8 is not material. Should rescission be unopposed or upheld by the Court, the rescinding party
9 will be responsible for paying any Settlement Administration Fees incurred as a result of
10 administration of the failed Settlement.

11 84. Effect If No Final Approval. If the Court denies final approval of the Settlement without
12 indicating that it would approve the Settlement if non-material changes are made, then this
13 Settlement shall become null and void. If the Settlement is voided through any of the
14 mechanisms described herein, the Parties will have no further obligations under the
15 Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or
16 any amounts that otherwise would have been owed under this Settlement.

17 85. Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of
18 this Agreement, including but not limited to, executing such documents and to taking such
19 action as may reasonably be necessary to implement the terms of this Agreement. The Parties
20 shall use their best efforts, including all efforts contemplated by this Agreement and any other
21 efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms
22 of this Agreement. As soon as practical after execution of this Agreement, Class Counsel
23 shall, with the assistance and cooperation of Defendant and its counsel, take all reasonable
24 and necessary steps to secure the Court's final approval of this Agreement.

25 86. Dispute Resolution; Attorneys' Fees and Costs. Prior to instituting legal action to enforce the
26 provisions of this Agreement or to declare rights and/or obligations under this Agreement, a
27 party shall provide written notice to all parties and an opportunity to cure the alleged
28 deficiencies, and the Parties agree to seek the help of Mediator Tripper Ortman to resolve any

dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. If either of the Parties institute a legal action or other proceeding against any other party to enforce the provisions of this Agreement, move to enforce their rights in the Action, or to declare/enforce rights and/or obligations under this Agreement, the successful party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs at the Court's discretion. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than the Parties.

87. Notice Requirements. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the fifth business day after mailing by United States registered or certified mail, return receipt requested, or after the third calendar day after an e-mail is provided, addressed as follows:

To CLASS REPRESENTATIVE, the class, and the aggrieved employees:

MOON LAW GROUP, PC
Kane Moon
Allen Feghali
Mariam Ghazaryan
Mitchell H. Millet
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To DEFENDANT:

LITTLER MENDELSON P.C.
Rebecca Aragon
David S. Maoz
633 West 5th Street, 63rd Floor
Los Angeles, California 90071
Tel: 213.443.4300
Fax: 213.443.4299

88. Entire Agreement. This Joint Stipulation constitutes the entire agreement between the Parties and their respective counsel relating to the Settlement, this Joint Stipulation, and the transactions contemplated thereby. All prior or contemporaneous agreements,

understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

89. Notice to Class Members. Counsel for the Parties agree that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Agreement. The Notice of Proposed Settlement, attached as **Exhibit A** hereto, will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Agreement were executed by each member of the Class.

90. Warranty of No Prior Assignment. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged.

91. No Modification by Extrinsic Evidence. With respect to the subject matter hereof, except this Agreement, the Parties acknowledge that no representations, statements, or promises made by the other party, or by their respective agents or attorneys, have been relied upon in entering into this Agreement. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

92. Modification in Writing. This Agreement may be modified or amended only if such modification or amendment is agreed to in writing and signed by the duly authorized representatives of the parties hereto, and approved by the Court which writing shall expressly state the intent of the parties to modify this Agreement.

93. Enforceability. If the Court finds any material provision of this Agreement to be unenforceable or invalid, then this Agreement shall become voidable. Notwithstanding any other provision of this Agreement, no distributions shall be required until Final Approval.

94. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, assigns, executors, administrators, successors, subsidiaries, divisions and affiliated corporations and partnerships, past and present, and trustees, directors, officers, shareholders, partners, agents and employees, past and present, of the Parties and the Released Parties.

95. Counterparts. This Agreement may be executed in counterparts and/or electronic and/or facsimile signatures, and when each party has signed and delivered at least one such counterpart, electronic and/or facsimile signature, each said signature shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Joint Stipulation, which shall be binding upon and effective as to all parties.

96. Governing Law. This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with the laws of the State of California, both in its procedural and substantive aspects.

97. Notice of Judgment. The Settlement Administrator shall provide notice of the Final Judgment entered by posting the same on its website for a period of no less than one (1) year.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

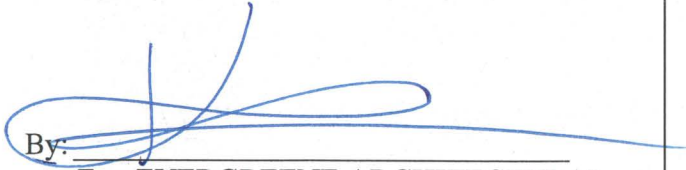
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) indicated on the lines below.

Dated: 8/4/2025, 2025

BENJAMIN SALOMON, individually and on behalf of all others similarly situated

By: 
Plaintiff BENJAMIN SALOMON

1
2
3 Dated: August 6, 2025

4 By: 

5 For: EVERGREENE ARCHITECTURAL
6 ARTS, INC.

7 By: KRISTI L. NICKERSON

8 Its: Director of Human Resources

9 APPROVED AS TO FORM:

10 Dated: _____, 2025

MOON LAW GROUP, PC

11 By: _____

12 KANE MOON

13 ALLEN FEGHALI

MARIAM GHAZARYAN

14 MITCHELL H. MILLET

15 Attorneys for Plaintiff

16 BENJAMIN SALOMON, individually
17 and on behalf of all others similarly
18 situated

19 Dated: _____, 2025

LITTLER MENDELSON, P.C.

21 By: _____

22 REBECCA ARAGON

23 DAVID S. MAOZ

24 Attorneys for Defendant

25 EVERGREENE ARCHITECTURAL
26 ARTS, INC.

1
2
3 Dated: _____, 2025
4

5 By: _____
6 For: EVERGREENE ARCHITECTURAL
7 ARTS, INC.
8 By:
9 Its:

10 APPROVED AS TO FORM:

11 Dated: August 4, 2025

12 MOON LAW GROUP, PC

13 By: 
14 KANE MOON
15 ALLEN FEGHALI
16 MARIAM GHAZARYAN
17 MITCHELL H. MILLET

18 Attorneys for Plaintiff
19 BENJAMIN SALOMON, individually
20 and on behalf of all others similarly
21 situated

22 Dated: 8/7/25, 2025

23 LITTLER MENDELSON, P.C.

24 By: 
25 REBECCA ARAGON
26 DAVID S. MAOZ

27 Attorneys for Defendant
28 EVERGREENE ARCHITECTURAL
ARTS, INC.

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING

Benjamin Salomon v. EverGreene Architectural Arts, Inc.
(County of Los Angeles, California Superior Court Case No. Case No. 24STCV11916)

As a current or former non-exempt California employee of EverGreene Architectural Arts, Inc. you may be entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of EverGreene Architectural Arts, Inc. (“Defendant”) show you are a “Class Member,” and therefore entitled to a payment from this class action settlement. Class Members are all persons who are currently or formerly employed by Defendant as non-exempt employees in the State of California any time from May 20, 2020 until [REDACTED] (the “Class Period”).

The settlement resolves a class action Lawsuits and representative action Lawsuit entitled *Benjamin Salomon v. EverGreene Architectural Arts, Inc.*, Los Angeles County Superior Court Case No. 24STCV11916 (the “Lawsuit”). The Lawsuit contain claims against Defendant for: (1) failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages; (2) failing to provide meal periods; (3) failing to authorize and permit rest breaks; (4) failing to maintain accurate records of hours worked and meal periods taken or missed; (5) failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties; (6) failing to pay all vacation wages at termination; (7) willfully failing to pay all wages due at termination; (8) failing to pay all earned wages two times per month; and, (9) failing to pay all earned wages two times per months. Based on these alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorneys Generals Act (“PAGA”).

On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuits. Defendant vigorously deny the claims in the Lawsuits and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuits.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked from May 20, 2023 through [REDACTED] (the “PAGA Period”) as a non-exempt employee of Defendant then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	PAGA Payment”) regardless of whether you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED], about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 11 of the Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED].m. on [REDACTED], in Department 11 of the Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant as a non-exempt, hourly-paid employee at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class and representative action Lawsuits, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Benjamin Salomon was a non-exempt employee of Defendant. He is the “Plaintiffs” in this case and is suing on behalf of himself and Class Members for Defendant’s allegedly failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages; failing to provide meal periods; failing to authorize and permit rest breaks; failing to maintain accurate records of hours worked and meal periods taken or missed; failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties; failing to pay all vacation wages at termination; willfully failing to pay all wages due at termination; failing to pay all earned wages two times per month; and, failing to pay all earned wages two times per months. Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under the PAGA statute.

Defendant denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to the Settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Plaintiff and Defendant have agreed to settle this case on behalf of himself, Class Members, and Aggrieved Employees for the Gross Settlement Amount of \$170,000.00, which shall be paid by Defendant. The Gross Settlement Amount includes: (1) Administration Costs up to \$10,000.00; (2) a service payment of up to \$10,000.00 for Plaintiff for his time and effort in pursuing this case and in exchange for a broader release of claims against Defendant; (3) one-third of the Gross Settlement Amount for Plaintiffs' attorney's fees which, unless escalated pursuant to the Settlement Agreement, shall not to exceed \$56,100.00; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$10,000.00, of which 75% (or \$7,500.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% (\$2,500.00) will be distributed to Aggrieved Employees; and (6) the remainder which shall be distributed pro rata to the Class Members.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of verified actual weeks worked by Class Members for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$2,500.00 allocated as PAGA penalties, whether or not they opt out, based on the number of Eligible Workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] as a non-exempt employee in California during the Class Period and [Eligible Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive a your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Class Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

“Released Claims” refers to any and all claims against DEFENDANT, including its respective past, present, and future parents, subsidiaries, affiliates, predecessors or successors in interest, or the officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, re-insurers, of any of them, that were alleged in the Litigation or which could have reasonably been alleged based on the facts asserted in the Litigation. These claims include, but are not limited to: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and, (9) all claims for liquidated damages, penalties, interest, fees, and costs based on the foregoing. The release shall include all allegations, claims and/or causes of action arising from or directly related to the facts alleged in the Action that were pled or could have been pled in the Class Action based on the facts alleged in the operative complaints, or which arise out of or directly relate to such facts (“Class Released Claims”). The release as to all Aggrieved Employees refers to any and all claims against DEFENDANT (as defined above) for civil penalties alleged in the PAGA claims in the First Amended Complaint on-file in the Action and in the PAGA Notice to the California Labor and Workforce Development Agency (“LWDA”), including: (1) failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages; (2) failing to provide meal periods; (3) failing to authorize and permit rest breaks; (4) failing to maintain accurate records of hours worked and meal periods taken or missed; (5) failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties; (6) failing to pay all vacation wages at termination; (7) willfully failing to pay all wages due at termination; (8) failing to pay all earned wages two times per month; (9) failing to pay all earned wages two times per months; and, (10) any recovery under Labor Code sections 2699, et seq., for these alleged violations.

“Released Parties” shall mean: (a) Defendant and all of its current or former parent companies, subsidiaries, sister companies, divisions, joint ventures, affiliates, affiliated companies, assigns, trustees, guarantors, fiduciaries, partnerships, present and former owners, management employees, shareholders, insurers, attorneys, and affiliated entities, and/or any other related company that could be jointly liable with Defendant; (b) Defendant’s respective past, present, and future parents, subsidiaries, affiliates, divisions, fiduciaries, predecessors, successors, and assigns; and (c) the past, present, and future shareholders, directors, owners, officers, directors, agents, representatives, employees, attorneys, insurers, and the predecessors, successors, and assigns of any of the foregoing.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. The written request for exclusion must include your name, your Social Security Number, and the following statement or something to its effect: “Please exclude me from the Settlement Class in the *Salomon v. EverGreene Architectural Arts, Inc.* matter”. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – *File an Objection to the Settlement*

If you wish to object to the Settlement, you may file an objection in writing stating why you object to the Settlement. Your written objection must provide your full name, your current address, all objections and reasons, including any and all supporting papers, as to why you believe that the Court should not approve the Settlement. Your written objection must be mailed the Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and exclude yourself. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for **[REDACTED]** at **[REDACTED]** m. in Department 11 of the Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012 and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense. The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit **www.[REDACTED].com**, call the Settlement Administrator at **[PHONE NUMBER]** or contact Class Counsel:

MOON LAW GROUP, PC
Kane Moon
Allen Feghali
Lilit Ter-Astvatsatryan
S. Emily Grams
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012, during regular business hours of each court day. All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator. **PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT’S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]**