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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF SAN DIEGO

10
11 JESSE ALMANZA, individually, and on behalf
of all others similarly situated,

12 Plaintiff,

13
14 vs.

15 PURE PROJECT, LLC, a limited liability
company; JESSE PINE, an individual; MAT
16 ROBAR, an individual; and DOES 1 through 10,
inclusive,

17 Defendants
18

Case No.: 24CU012008

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

INTRODUCTION AND RECITALS

This Stipulation for Class Action and PAGA Settlement and Release (“Stipulation” or “Agreement”) is made by and between Jesse Almanza (“Plaintiff”), on behalf of himself and all members of the Settlement Class, as defined below, on the one hand, and Defendants Pure Project, LLC, Jesse Pine, and Mat Robar (“Defendants”), on the other hand (collectively, the “Parties”) regarding *Jesse Almanza v. Pure Project, LLC, et al.*, San Diego County Superior Court Case No. 24CU012008 pending in Superior Court of the State of California, County of San Diego.

1. DEFINITIONS.

1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Jesse Almanza v. Pure Project, LLC, et al.*, San Diego County Superior Court Case No. 24CU012008 and pending in Superior Court of the State of California, County of San Diego.

1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid.

1.4. “Class” means all current or former non-exempt employees of Defendants who worked for Defendants in the state of California between July 11, 2023 and the date of Preliminary Approval of the Settlement. In addition, there is a Waiting Time Penalty Subclass, as defined below.

1.5. “Class Counsel” means GrahamHollis APC.

1.6. “Class Counsel Fees Payment” and “Class Counsel Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and actual and documented litigation expenses, respectively, incurred in prosecuting the Action.

1.7. “Class Data” means Class Member identifying information in Defendants’ possession, including the Class Member’s name, last-known mailing address, Social Security number, and start and end dates of employment.

1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class

Member who qualifies as a PAGA Employee).

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, Accurint or substantially similar skip traces, and direct contact by the Administrator with Class Members.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT, to be mailed to Class Members in the form, without material variation except as may be ordered by the Court, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.11. “Class Period” means the period from July 11, 2020 through the date of Preliminary Approval of the Settlement.

1.12. “Class Representative” means Jesse Almanza, the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.13. “Class Representative Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14. “Court” means the Superior Court of California, County of San Diego.

1.15. “Defendants” means Pure Project, LLC, Jesse Pine, and Mat Robar, the named defendants in the Action.

1.16. “Defense Counsel” means Pettit Kohn Ingrassia Lutz & Dolin PC.

1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. “Effective Satisfaction of Judgment Date” means the date that Defendants have completely funded the Gross Settlement Amount.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22. “Funding of the Gross Settlement Amount” means the 48 monthly payments that Defendants will make to fund the Gross Settlement Amount, as set forth in Paragraph 4.3.

1.23. “Gross Settlement Amount” means \$235,000, which is the maximum total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Class Representative Payment, and the Administration Expenses Payment.

1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25. “Individual PAGA Payment” means the PAGA Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency to receive a share of PAGA Penalties under Labor Code section 2699, subd. (i).

1.28. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30. “Non-Participating Class Member” means any Class Member who opts out of the

1 Settlement by sending the Administrator a valid and timely Request for Exclusion.

2 1.31. “PAGA Employee” means a current or former non-exempt employee of Defendants who
3 worked for Defendants in California during the PAGA Period.

4 1.32. “PAGA Pay Period” means any pay period during which an PAGA Employee worked for
5 Defendants for at least one day during the PAGA Period.

6 1.33. “PAGA Period” means the period between July 11, 2023 and the date of Preliminary
7 Approval of the Settlement.

8 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

9 1.35. “PAGA Notice” means Plaintiff’s July 11, 2024 Notice to Defendants and the LWDA
10 pursuant to Labor Code § 2699.3, subd.(a).

11 1.36. “PAGA Penalties” means \$10,000, the total amount of PAGA civil penalties to be paid from
12 the Gross Settlement Amount, allocated 35% to the PAGA Employees (\$3,500) and 65% to the LWDA
13 (\$6,500) in settlement of PAGA claims.

14 1.37. “Participating Class Member” means a Class Member who does not submit a valid and
15 timely Request for Exclusion from the Settlement.

16 1.38. “Plaintiff” means Jesse Almanza, the named plaintiff in the Action.

17 1.39. “Preliminary Approval” means the Court’s order granting preliminary approval of the
18 Settlement.

19 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.1.

20 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2.

21 1.42. “Released Parties” means: Defendant Pure Project, LLC and its former, present and future
22 owners, predecessors, parent companies, subsidiaries, investors, affiliates, divisions, and all of their
23 current, former and future officers, directors, members, managers, employees, consultants, partners,
24 shareholders, joint ventures, agents, successors, assigns, accountants, insurers, attorneys, and
25 representatives.

26 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be
27 excluded from the Class Settlement signed by the Class Member.

28 1.44. “Response Deadline” means 60 calendar days after the Administrator mails Notice to

Class Members and PAGA Employees and shall be the last date on which Class Members may: (a) fax or mail Requests for Exclusion from the Settlement, or (b) fax or mail his or her Objection to the Settlement.

1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46. “Waiting Time Penalty Subclass.” The Waiting Time Penalty Subclass is defined as all members of the Settlement Class whose employment with Defendants ended at any time between July 11, 2021 and the date of Preliminary Approval of the Settlement. Waiting Time Penalty Subclass Members will be credited with six additional compensable Workweeks for purposes of determining the Participating Class Members’ pro rata shares of the Net Settlement Amount.

1.47. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

2.1 On September 18, 2024, Plaintiff filed a class and PAGA action in San Diego County Superior Court against Defendants. The operative complaint alleges the following causes of action on behalf of Plaintiff and the members of the putative class: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Reimburse Necessary Business Expenses; (4) Failure to Pay Minimum, Regular and/or Overtime Wages; (5) Failure to Timely Pay All Wages Due Upon Separation of Employment; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Violation of Business & Professions Code section 17200; and (8) Violation of Labor Code section 2698, et seq. (PAGA).

2.2 Defendants vehemently deny any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Action and the PAGA Notice, that Plaintiff is an adequate representative to allege class and/or representative claims, including possessing standing under PAGA, and further deny that, for any purpose other than this Settlement, that the Action is appropriate for class or representative treatment. With respect to Plaintiff’s claims, Defendants contend, among other things, that they have complied with all applicable state, federal and local laws affecting Plaintiff and the Settlement Class Members.

2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendants and the LWDA by sending the PAGA Notice on July 11, 2024.

2.4 On August 27, 2024, the Parties participated in an all-day private mediation presided over by Scott Markus, Esq., which led to this Agreement to settle the Action. The Settlement is the product of arm's length negotiations by highly skilled and well-informed counsel.

2.5 It is the desire of the Parties to fully, finally and forever settle, compromise and discharge all disputes and claims alleged or that could have been alleged and/or arising from the representative allegations and causes of action stated in the entire Action. To achieve a full and complete release of Defendant and the specific additional entities and persons identified herein, each Settlement Class Member acknowledge that this Stipulation is intended to include in its effect all claims contained in the Action and the PAGA Notice and any additional wage and hour claims that could have been brought based on the facts alleged in the Action and/or PAGA Notice during the Class Period and PAGA Period.

2.6 Prior to mediation, Plaintiff obtained Defendant's policies and procedures related to the claims asserted and a sample of the timekeeping and payroll records for Class Members.

2.7 At mediation, Plaintiff also reviewed Defendants' financial records, which included tax returns, profits and loss statements, and balance sheets for the previous three years. By signing this Settlement Agreement, Defendants authenticate that these financial records are substantially accurate.

2.8 The Parties, Class Counsel, and Defense Counsel are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants agree to pay a maximum total amount of \$235,000 as the Gross Settlement Amount, and to separately pay the applicable employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount or any applicable payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

Approval:

3.2.1 To Plaintiff: A Class Representative Payment of not more than \$2,500 as approved by the Court (in addition to any Individual Class Payment he is entitled to receive as a Participating Class Member and any Individual PAGA Payment he is entitled to receive) as a service award to Plaintiff for his participation in this Action and in exchange for Plaintiff's execution of general release of all claims against Defendants in Plaintiff's individual capacity and Civil Code section 1542, as outlined in Paragraph 5.3 of this Agreement. Defendant will not oppose Plaintiff's request for a Class Representative Payment that does not exceed this amount. If the Court approves a Class Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$78,333.33, and a Class Counsel Expenses Payment of not more than \$9,500 as reimbursement of Class Counsel's actual and documented litigation costs, both as approved by the Court. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff will file a motion for Class Counsel Fees Payment and Class Counsel Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Expenses Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099

Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Expenses Payment.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$7,750 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$7,750, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and PAGA Employees: PAGA Penalties allocated to the LWDA PAGA Payment and to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 35% share of PAGA Penalties (\$3,500) by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Pay Periods. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. The Parties agree that 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions will be subject to tax withholding and reported on an IRS W-2 Form. The remaining 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for other damages and interest (the "Non-Wage Portion"). The Parties also agree that 100% of the Individual PAGA Payments will be treated as penalties sought in the lawsuit. The Non-Wage Portions will not be

subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on any portion of their Individual Class Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Workweeks. The total compensable workweeks are estimated to be approximately 8,869 for the Class Period. Waiting Time Penalty Subclass Members will be credited with six (6) additional compensable workweeks. The additional workweeks for Waiting Time Penalty Subclass Members will not count for purposes of the Parties' Pro Rata Increase Clause, as set forth in Paragraph 8.

4.2 Class Data. Not later than 10 business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a confidential Microsoft Excel spreadsheet, which is not to be shared or provided to Class Counsel at any time or in any form. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. The Gross Settlement Amount will be funded in 48 payments, beginning no later than March 1, 2025. Payments for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Administration Expenses Payment, Class Representative Payment, Individual Class Payments, Individual PAGA Payments, and LWDA PAGA Payment will therefore be made in three separate pro rata distributions, as explained below. Defendants will fund the Gross Settlement Amount through the Administrator agreed upon by the Parties. Defendants will make an initial payment of \$4,935, on or before March 1, 2025, to an escrow account facilitated by the Administrator. Thereafter, Defendants will make 47 equal installment payments of \$4,895 by the 1st of each month, starting April 1, 2025 and ending February 1, 2029, at which point the Gross Settlement Amount will be fully funded by Defendants. If Defendants fail to make a payment under this funding schedule, Defendants shall be given written notice of such missed payment and will have 60 days to cure. If Defendants fail to cure within the 60 days, Defendants will be in default, and the entire outstanding balance of the Gross

Settlement Amount will come due and payable. Defendants will also be liable for the costs and attorney's fees incurred to recover the balance of the Gross Settlement Amount.

4.4 Distributions from the Gross Settlement Amount.

4.4.1 Distributions from the Gross Settlement Amount shall be made on a pro rata basis towards Class Counsel Fees Payment, Class Counsel Expenses Payment, Administration Expenses Payment, Class Representative Payment, Individual Class Payments, Individual PAGA Payments, and LWDA PAGA Payment, in amounts based on the percentage of the total Gross Settlement Amount that is funded at the time of distribution. For example, if 30% of the Gross Settlement Amount is funded at the first distribution, 30% of the amount owed for Class Counsel Fees Payment, Class Counsel Expenses Payment, Administration Expenses Payment, Class Representative Payment, Individual Class Payments, Individual PAGA Payments, and LWDA PAGA Payment shall be paid at that distribution.

4.4.2 The first distribution from the Gross Settlement Amount will be made within 10 days of the Administrator's receipt of Defendants' sixteenth installment payment, which estimated to be on or about June 1, 2026. The second distribution will be made within 10 days of the Administrator's receipt of Defendants' thirty-second installment payment, which estimated to be on or about October 1, 2027. The third and final disbursement will be made within 10 days of the Administrator's receipt of Defendants' forty-eighth and final payment, estimated to be on or about February 1, 2029.

4.4.3 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all PAGA

Employees including Non-Participating Class Members who qualify as PAGA Employees. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database and conduct an Accurint or substantially similar skip traces.

4.4.4 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.5 Any funds from payments to the Settlement Class that are returned or have not been cashed within 180 days after the First Disbursement or Second Disbursement will revert back to the Net Settlement Amount for inclusion in the calculation of future disbursement payments to the Settlement Class. Settlement Class Members who do not cash their checks will not be included in future disbursements to the Settlement Class. Any funds from payments to the Settlement Class that are returned or have not been cashed withing 180 days of the Third Disbursement will be distributed to Defendants' chosen *cy pres* beneficiary, Coastal Roots, a 501(c)(3) Nonprofit Organization in Encinitas, California, that provides environmental education programs for children and teens. In executing this Agreement, the Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the *cy pres* beneficiary.

4.4.6 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those

specified in this Agreement. All Individual Class Payments and Individual PAGA Payments made to Class Members shall be deemed to be income to such Class Member solely in the year in which such payments are actually received by the Class Members. It is expressly understood and agreed that the receipt of such payments will not entitle any Class Member to additional compensation or benefits under any company retirement, sick, vacation, bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Stipulation that the Individual Class Payments and Individual PAGA Payments provided for in this Stipulation are the sole payments to be made by Defendants to the Class Members in connection with this Settlement, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received such payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

5. RELEASES OF CLAIMS.

5.1 Released Class Claims. Upon the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, each Participating Class Member shall fully and finally release and discharge Defendant Pure Project, LLC and its former, present and future owners, predecessors, parent companies, subsidiaries, investors, affiliates, divisions, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint ventures, agents, successors, assigns, accountants, insurers, attorneys, and representatives (collectively, the “Released Parties”), from any and all claims, rights, demands, liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the Action against Defendant or could have been litigated based on the facts and circumstances alleged in the entire Action against Defendant, arising under the Operative Complaint, including but not limited to, all claims under the California Labor Code, Wage Orders, and related orders of the California Industrial Commission

1 and Business and Professions Code section 17200, *et seq.*, alleged in the Action or which could have been
2 alleged based on the facts alleged in the Action, including all of the following claims for relief: (1) Failure
3 to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Reimburse Necessary Business
4 Expenses; (4) Failure to Pay Minimum, Regular and/or Overtime Wages; (5) Failure to Timely Pay All
5 Wages Due Upon Separation of Employment; (6) Failure to Provide Accurate Itemized Wage Statements;
6 and (7) Violation of Business & Professions Code section 17200 (the “Released Claims”). The claims
7 released under this paragraph shall include, but not necessarily be limited to, claims for: meal period
8 violations and failure to pay compensation in lieu thereof; rest break violations and failure to pay
9 compensation in lieu thereof; failure to pay minimum wages, regular wages, overtime and double time
10 wages; all theories related to unpaid wages (included by not limited to off-the-clock work, time shaving,
11 time rounding, working through meal periods, regular rate claims, on-duty meal period violations, or any
12 other claims giving rise to minimum and/or overtime violations); unpaid meal period penalties; unpaid
13 rest period penalties; wage statement violations; failure to reimburse business expenses; failure to pay
14 wages upon separation from employment; waiting time penalties; any penalties or wages owed or
15 derivative of violations of the Unfair Competition Law, California Private Attorneys General Act, the
16 Labor Code, including Labor Code § 2699 *et seq.*, as well as any damages, restitution, disgorgement, civil
17 penalties, statutory penalties, taxes, interest or attorneys’ fees or costs resulting therefrom. This release
18 and waiver, however, shall be conditional on the full payment of the Gross Settlement Amount necessary
19 to fund all payment obligations, and will only release such claims during the Class Period.

20 5.2 Released PAGA Claims. Upon the Effective Date, all PAGA Employees shall fully and
21 finally release and discharge the Released Parties from all causes of action and claims for civil penalties
22 under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the Action, in
23 Plaintiff’s LWDA Notice, or reasonably could have been alleged based on the facts and legal theories
24 contained in the Action, including claims for civil penalties based on violations of Labor Code §§ 201, 202,
25 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802
26 (“Released PAGA Claims”). This release and waiver, however, shall be conditional on the full payment
27 of the Gross Settlement Amount necessary to fund all payment obligations, and will only release such
28 claims during the PAGA Period. PAGA Employees cannot exclude themselves from the PAGA release

1 contained in this paragraph.

2 5.3 General Release by Plaintiff. In exchange for the Class Representative Payment, upon the
3 Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, Plaintiff
4 releases the Released Parties from any and all charges, complaints, claims, causes of action, demands,
5 disputes, damages, business expenses, attorneys' fees, costs, losses, and liabilities of any kind or nature
6 whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at any
7 time, had, claimed to have, or Plaintiff may have, including but not limited to any and all claims arising
8 out of, relating to, or resulting from his employment with and separation of employment with Released
9 Parties, including any claims arising under any federal, state, or local law relating to employment,
10 including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended
11 ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical
12 Leave Act ("FMLA"); the Employee Retirement Income Security Act ("ERISA"); the California Family
13 Rights Act ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims for wages
14 or penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages or penalties under the
15 California Labor Code; Business and Professions Code § 17200 et seq.; all laws relating to violation of
16 public policy, retaliation, or interference with legal rights; any and all other employment or discrimination
17 laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or
18 claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed as
19 a release of all claims; provided that, notwithstanding the foregoing, this paragraph expressly does not
20 include a release of any claims that cannot be released hereunder by law. Nothing in this Agreement
21 prohibits Plaintiff from filing a charge or complaint or communicating with a government agency where,
22 as a matter of law, Defendants may not restrict Plaintiff's ability to do so. However, Plaintiff hereby
23 waives his rights to any monetary benefits or recovery in connection with any such claim, charge or
24 proceeding. Nothing in this Agreement waives Plaintiff's right to testify or prohibits him from testifying
25 in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged
26 sexual harassment when he has been required or requested to attend the proceeding pursuant to a court
27 order, subpoena or written request from an administrative agency or the California state legislature.
28 Plaintiff understands and expressly agrees that this Agreement extends to any and all claims that he has

1 against Released Parties, of whatever nature and kind, known or unknown, suspected or unsuspected,
2 vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring
3 in whole or in part, on or before the Effective Satisfaction of Judgment Date of this Agreement. Any and
4 all rights granted under any state or federal law or regulation limiting the effect of this Settlement
5 Agreement, including the provisions of section 1542 of the California Civil Code, are hereby expressly
6 waived. Section 1542 of the California Civil Code reads as follows:

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

12 **6. MOTION FOR PRELIMINARY APPROVAL.**

13 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
14 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
15 memorandum in support of, the Motion for Preliminary Approval that includes an analysis of the
16 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code
17 Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of
18 the Class Action and PAGA Settlement and Release; (iii) a signed declaration from Plaintiff confirming
19 his willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts
20 of interest with Class Members; and (iv) a signed declaration from each Class Counsel firm attesting to
21 its competency to represent the Class Members; its timely transmission to the LWDA of all necessary
22 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
23 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd.
24 (l)(2)). Class Counsel will provide the drafts in (i) to (ii) to Defense Counsel before filing for review and
25 comment.

26 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
27 expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date
28 for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion

1 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval
2 to the Administrator.

3 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
4 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
5 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,
6 and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or
7 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense
8 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,
9 and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

10 **7. SETTLEMENT ADMINISTRATION.**

11 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement
12 Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix
13 Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
14 specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their
15 Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator
16 other than a professional relationship arising out of prior experiences administering settlements.

17 7.2 Employer Identification Number. The Administrator shall have and use its own Employer
18 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
19 federal tax authorities.

20 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
21 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

22 7.4 Notice to Class Members.

23 7.4.1 No later than three (3) business days after receipt of the Class Data, the
24 Administrator shall notify Class Counsel that the list has been received and state
25 the number of Class Members, PAGA Members, Workweeks and PAGA Pay
26 Periods in the Class Data.

27 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 10
28 calendar days after receiving the Class Data, the Administrator will send to all Class

Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database and an Accurint or substantially similar skip trace.

7.4.3 Not later than three business (3) days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 10 calendar days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send a Class Notice requiring them to exercise options under this Agreement not later than 10 calendar

days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion.

7.5.1 Class Members who wish to exclude themselves from the Class Settlement must send the Administrator, by fax or mail, a signed written Request for Exclusion not later than 60 calendar days after the Administrator mails the Class Notice (plus an additional 10 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that clearly communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name and address. To be valid, a Request for Exclusion must be timely faxed or postmarked by the Response Deadline.

7.5.2 The Administrator shall accept any Request for Exclusion as valid if the Administrator can clearly ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment

or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are PAGA Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 calendar days after the Administrator mails the Class Notice (plus an additional 10 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the administrator via fax or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator by fax or mail. In the alternative, Participating Class Members may appear in Court (or retain an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 calendar days after the Administrator's mailing of the Class Notice (plus an additional 10 calendar days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Toll-Free Number. The Administrator will establish, maintain, use and monitor a toll-free telephone number to receive Class Member calls.

7.8.2 Requests for Exclusion and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received, objections received, and challenges to Workweeks and/or PAGA Pay Periods received (“Weekly Report”).

7.8.4 Workweek and PAGA Pay Period Challenges. The Administrator has the authority to address and make final, decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 10 calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed

1 declaration suitable for filing in Court attesting to its due diligence and compliance
2 with all of its obligations under this Agreement, including, but not limited to, its
3 mailing of Class Notice, the number of Class Notices returned as undelivered, the
4 re-mailing of Class Notices, attempts to locate Class Members, the total number of
5 Requests for Exclusion from Settlement it received (both valid or invalid), the
6 number of written objections, and the Exclusion List. The Administrator will
7 supplement its declaration as needed or requested by the Parties and/or the Court.
8 Class Counsel is responsible for filing the Administrator's declaration in Court

9 7.8.6 Final Report by Administrator. Within 10 calendar days after the Administrator
10 disburses all funds in the Gross Settlement Amount, the Administrator will provide
11 Class Counsel and Defense Counsel with a final report detailing its disbursements
12 by employee identification number only of all payments made under this
13 Agreement. At least 10 calendar days before any deadline set by the Court, the
14 Administrator will prepare, and will submit to Class Counsel and Defense Counsel,
15 a signed declaration suitable for filing in Court attesting to its disbursement of all
16 payments required under this Agreement. Class Counsel is responsible for filing
17 the Administrator's declaration in Court.

18 8. **PRO RATA INCREASE.** The total compensable workweeks are estimated to be approximately
19 8,869 for the Class Period. If the final accounting of the number of weeks worked during the Class Period
20 increases by more than 15% other than due to the passage of time beyond August 27, 2024, Defendants
21 will increase the Gross Settlement Amount by a proportional amount or, if Defendants choose, the Class
22 Period shall be deemed to end on the date that the total number of workweeks in the Class Period exceeds
23 8,869 weeks by 15% other than due to the passage of time. For example, if the total number of workweeks
24 in the Class Period increases by 16% at the time of preliminary approval other than due to the passage of
25 time, then Defendants agree to increase the Gross Settlement Amount by 16%, unless Defendants exercise
26 the right to end the Class Period on the date that the total workweeks increased by 16% more than 8,869
27 other than due to passage of time. Extra workweeks allocated to Waiting Time Subclass Members will not
28 be used for purposes of the Pro Rata Increase.

1 **9. BLOW-UP PROVISION.** If 10% or more members of the Settlement Class exercise their rights
2 to exclude themselves and opt-out of the Settlement, Defendants may, in their sole discretion, unilaterally
3 withdraw from and terminate the Settlement. In the event of Defendants' withdrawal, no party may use
4 the terms of this Settlement Agreement or the fact that the Parties had agreed to the Settlement Agreement
5 for any purpose.

6 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final
7 Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a
8 request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final
9 Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall
10 provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
11 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good
12 faith, to resolve any disagreements concerning the Motion for Final Approval.

13 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by
14 a Participating Class Member, including the right to file responsive documents in Court no later than five
15 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

16 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
17 on any material modification of the Settlement (including, but not limited to, the scope of release to be
18 granted by Class Members), the Parties will expeditiously work together in good faith to address the
19 Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision
20 to award less than the amounts requested for the Class Representative Payment, Class Counsel Fees
21 Payment, Class Counsel Expenses Payment and/or Administrator Expenses Payment shall not constitute
22 a material modification to the Agreement within the meaning of this paragraph.

23 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
24 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
25 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
26 addressing such post-Judgment matters as are permitted by law.

27 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
28 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel

1 Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all
2 Participating Class Members who did not object to the Settlement as provided in this Agreement, waive
3 all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings,
4 the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
5 waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an
6 objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended
7 until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that
8 do not affect the amount of the Net Settlement Amount.

9 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
10 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires any material
11 modification of this Agreement (including, but not limited to, the scope of release to be granted by Class
12 Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work
13 together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of
14 Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after
15 remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class
16 Representative Payment, Class Counsel Fees Payment or Class Counsel Expenses Payment shall not
17 constitute a material modification of the Judgment within the meaning of this paragraph, as long as the
18 Gross Settlement Amount remains unchanged.

19 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure
20 section 384, the Parties will work together in good faith to jointly submit and a proposed amended
21 judgment.

22 **12. ADDITIONAL PROVISIONS.**

23 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other
24 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
25 this Agreement is intended to or should be construed as an admission of liability, culpability, negligence
26 or wrongdoing by Defendants, which specifically deny any liability, culpability, negligence, or
27 wrongdoing towards Plaintiff, Class Members, or any other person for any of the allegations in the
28 Operative Complaint and/or the LWDA Notice; nor should it be intended or construed as an admission by

1 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree to class certification and
2 representative treatment for purposes of this Settlement only. If, for any reason the Court does not grant
3 Preliminary Approval, does not grant Final Approval, or does not enter Judgment, Defendants reserve the
4 right to contest certification of any class and/or the appropriateness of a PAGA representative action for
5 any reason, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the
6 right to move for class certification on any grounds available and to contest Defendants' defenses. The
7 Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will
8 not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
9 Settlement and this Agreement).

10 12.2 Confidentiality and Publicity. The parties and attorneys will keep the settlement
11 confidential through preliminary approval. Thereafter, the Parties will agree to make no comments to the
12 media or otherwise publicize the terms of the settlement. However, Plaintiff's counsel shall be allowed to
13 discuss the Settlement Administration with Class Members, and disclose the Settlement to any Court for
14 any matter for the of determining Plaintiff's counsel's adequacy as counsel. In response to any media
15 inquiries, Plaintiff and Plaintiff's counsel will state that "the case was resolved with Court
16 approval." Plaintiff's Counsel shall not report the settlement or its content in any medium or in any
17 publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement Class on
18 their website, and shall not contact any reporters or media regarding the settlement, the Action, or their
19 content. However, Plaintiff's counsel shall be permitted to post or report anything which would not
20 identify Defendant by name or in a manner which would not identify Defendant on their website. Nothing
21 in this provision is intended to prohibit: (i) Plaintiff from discussing this settlement with his spouse,
22 attorneys, or tax advisors; (ii) Plaintiff's counsel from citing the settlement in this case as evidence
23 supporting their competence as counsel in wage and hour class action matters in public court filings; or
24 (iii) Plaintiff's counsel from communicating with the Plaintiff in this case, discussions with Class
25 Members regarding the settlement, the LWDA, or with the court in which this action is pending.

26 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
27 employees will not solicit any Class Member to opt-out of or object to the Settlement, or to appeal from
28 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to

1 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class
2 Members.

3 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
4 together with its attached exhibit shall constitute the entire agreement between the Parties relating to the
5 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to
6 or by any Party.

7 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
9 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and
10 to execute any other documents reasonably required to effectuate the terms of this Agreement including
11 any amendments to this Agreement.

12 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
13 best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
14 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
15 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
16 to implement the Settlement, or on any modification of the Agreement that may become necessary to
17 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

18 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
19 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
20 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released
21 and discharged by the Party in this Settlement.

22 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
23 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
24 such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as
25 amended) or otherwise.

26 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
27 modified, changed, or waived only by an express written instrument signed by all Parties or their
28 representatives, and approved by the Court.

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

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

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or California state court legal holiday, such date or deadline shall be on the first business day thereafter.

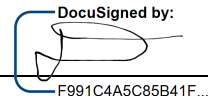
12.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument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

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

Dated: 1/24/2025

PLAINTIFF

By: Jesse Almanza

DocuSigned by:

F991C4A5C85B41F...

Dated:

DEFENDANT PURE PROJECT, LLC

By: _____
Its: _____

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

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Dated: PLAINTIFF

By: _____
Jesse Almanza

Dated: 01/23/2025

DEFENDANT PURE PROJECT, LLC

By: Mat Robar

Its: Managing -Member

1 Dated: 01/24/2025

DEFENDANT JESSE PINE

2 By: Jesse Pine

Jesse Pine

4 Dated:

DEFENDANT MAT ROBAR

5 By: _____

Mat Robar

6 **Approval as to Form and Content by Counsel:**

7 Dated: January 24, 2025

GRAHAM HOLLIS APC

8 By: Graham S.P. Hollis

Graham S.P. Hollis

Dawn M. Berry

Attorneys for Plaintiff

11 Dated:

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

13 By: _____

Jennifer N. Lutz

Attorneys for Defendants

1 Dated:

DEFENDANT JESSE PINE

2 By: _____

Jesse Pine

4 Dated: 01/23/2025

DEFENDANT MAT ROBAR

5 By: _____

Mat Robar

Mat Robar

6 **Approval as to Form and Content by Counsel:**

7 Dated:

GRAHAMHOLLIS APC

8 By: _____

Graham S.P. Hollis
Dawn M. Berry
Attorneys for Plaintiff

11 Dated: 01/23/2025

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

12 By: _____

Jennifer N. Lutz
Jennifer N. Lutz
Attorneys for Defendants

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Jesse Almanza v. Pure Project, LLC, et al.

San Diego County Superior Court, Case No. 24CU012008C

The San Diego County Superior Court authorized this Notice. Read it carefully!

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Pure Project, LLC, Jesse Pine and Mat Robar (“Pure Project”) for alleged wage and hour violations. The Action was filed by a former Pure Project employee, Jesse Almanza (“Plaintiff”), and seeks payment of (1) unpaid wages and other relief for a class of hourly, nonexempt employees who worked for Pure Project between July 11, 2023 to [DATE] (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly, nonexempt employees who worked for Pure Project during the PAGA Period (July 11, 2023 to [DATE]) (“PAGA Employees”).

The proposed Settlement has two main components: (1) a Class Settlement requiring Pure Project to fund Individual Class Payments, and (2) a PAGA Settlement requiring Pure Project to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on Pure Project’s records showing that **you worked [NUMBER] workweeks** during the Class Period and **you worked [NUMBER] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for Pure Project during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Pure Project.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue any wage claims you may have against Pure

Project, and, if you are an PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Pure Project will not retaliate against you for any actions you take or do not take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Pure Project that are covered by this Settlement ("Released Claims," as defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Opt-Out Form. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Pure Project must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue Released Claims.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [DATE]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Period Pay Periods you worked according to Pure Project's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Pure Project employee. The Action alleges Pure Project violated California labor laws by: (1) failing to provide compliant meal periods; (2) failing to authorize or permit compliant rest periods; (3) failing to reimburse for necessary business expenses; (4) failing to pay all minimum, regular, and/or overtime wages; (5) failing to pay all wages due and owing upon separation of employment and the required waiting time penalties; (6) failing to provide accurate itemized wage statements; and (7) violating Business & Professions Code §§ 17200 et seq. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.). Plaintiff is represented by attorneys in the Action, Graham S.P. Hollis and Dawn M. Berry of GrahamHollis APC (“Class Counsel”).

Pure Project strongly denies the allegations in the Action and contends that it complied with all applicable laws.

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

The Court has made no determination on whether Pure Project or Plaintiff is correct on the merits. Instead, Plaintiff and Pure Project retained a neutral, third-party mediator, Scott S. Markus, Esq., in an effort to resolve the Action by negotiating a mutually agreeable settlement, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Pure Project have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Pure Project does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Pure Project has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Pure Project Will Pay \$235,000 as the Gross Settlement Amount (“Gross Settlement”). Pure Project has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Payment, Class Counsel’s Fees Payment, Class Counsel’s Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Pure Project will fund the Gross Settlement in 48 payments, beginning no later than March 1, 2025. The Administrator will make three distributions of the Gross Settlement Amount. The first will be in June 2026, the second will be in October 2027, and the third will be in February 2029.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$78,333.33 (33.3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$9,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$2,500 as a Class Representative Payment to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Payment will be the only monies Plaintiff will receive other than his Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$7,750 to the Administrator for services administering the Settlement.
- D. Up to \$10,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Employees based on their PAGA Period Pay Periods.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Pure Project are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Pure Project will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Pure Project have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the chosen *cy pres* beneficiary, Coastal Roots, a 501(c)(3) Nonprofit Organization in Encinitas, California.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt-out. The easiest way to notify the Administrator is to complete, sign, and send the enclosed Opt-Out Form by the [DATE] Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Pure Project.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (i.e., Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Pure Project based on the PAGA Period facts alleged in the Action.

- 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will

decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Pure Project have agreed that, in either case, the Settlement will be void: Pure Project will not pay any money and Class Members will not release any claims against Pure Project.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide any Class Member challenges over Workweeks or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Pure Project has fully funded the Gross Settlement and paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Pure Project or related entities for wages based on the facts asserted in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, each Participating Class Member shall fully and finally release and discharge Defendant Pure Project, LLC and its former, present and future owners, predecessors, parent companies, subsidiaries, investors, affiliates, divisions, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint ventures, agents, successors, assigns, accountants, insurers, attorneys, and representatives (collectively, the “Released Parties”), from any and all claims, rights, demands, liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the Action against Defendant or could have been litigated based on the facts and circumstances alleged in the entire Action against Defendant, arising under the Operative Complaint, including but not limited to, all claims under the California Labor Code, Wage Orders, and related orders of the California Industrial Commission and Business and Professions Code section 17200, et seq., alleged in the Action or which could have been alleged based on the facts alleged in the Action, including all of the following claims for relief: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Reimburse Necessary Business Expenses; (4) Failure to Pay Minimum, Regular and/or Overtime Wages; (5) Failure to Timely Pay All Wages Due Upon Separation of Employment; (6) Failure to Provide Accurate Itemized Wage Statements; and (7) Violation of Business & Professions Code section 17200 (the “Released Claims”). The claims released under this paragraph shall include, but not necessarily be limited to, claims for: meal period violations and failure to pay compensation in lieu thereof; rest break violations and failure to pay compensation in lieu thereof; failure to pay minimum wages, regular wages, overtime and double time wages; all theories related to unpaid wages (included by not limited to off-the-clock work, time shaving, time rounding, working through meal periods, regular rate claims, on-duty meal period violations, or any other claims giving rise to minimum and/or overtime violations); unpaid meal period penalties; unpaid rest period

penalties; wage statement violations; failure to reimburse business expenses; failure to pay wages upon separation from employment; waiting time penalties; any penalties or wages owed or derivative of violations of the Unfair Competition Law, California Private Attorneys General Act, the Labor Code, including Labor Code § 2699 et seq., as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees or costs resulting therefrom. This release and waiver, however, shall be conditional on the full payment of the Gross Settlement Amount necessary to fund all payment obligations, and will only release such claims during the Class Period.

10. PAGA Employees' PAGA Release. After the Court's judgment is final, and Pure Project has paid the Gross Settlement and the employer-side payroll taxes, all PAGA Employees will be barred from asserting PAGA claims against Pure Project, whether or not they exclude themselves from the Settlement. This means that all PAGA Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Pure Project or its related entities based on the facts asserted in the Action and resolved by this Settlement.

The PAGA Employees' Release for Participating and Non-Participating Class Members are as follows:

Upon the Effective Date, all PAGA Employees shall fully and finally release and discharge the Released Parties from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the Action, in Plaintiff's LWDA Notice, or reasonably could have been alleged based on the facts and legal theories contained in the Action, including claims for civil penalties based on violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 ("Released PAGA Claims"). This release and waiver, however, shall be conditional on the full payment of the Gross Settlement Amount necessary to fund all payment obligations, and will only release such claims during the PAGA Period. PAGA Employees cannot exclude themselves from the PAGA release contained in this paragraph.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,500 (35% of the PAGA Penalties) by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Pure Project's records, are stated in the first page of this Notice. You have until [DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You must submit your challenge to the Administrator via mail or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Pure Project's calculation of Workweeks and/or Pay Periods based on Pure Project's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Pure Project's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to include your identifying information (full name, address, telephone number, and the last four digits of your Social Security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to the Administrator by [DATE], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. You cannot opt-out of the PAGA portion of the Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Pure Project are asking the Court to approve. At least 16 court days before the [DATE] Final Approval Hearing, Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees, Litigation Costs, and Class Representative Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation costs; and (ii) the amount Plaintiff is requesting as a Class Representative Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you electronic copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees, Litigation Costs, and Class Representative Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make

sure you identify the Action as *Jesse Almanza v. Pure Project, LLC, et al.*, and include your name, current address, telephone number, and approximate dates of employment with Pure Project, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own expense) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department C-67 of the San Diego County Superior Court, located at 330 West Broadway., San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Pure Project's Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Teams (<https://www.sdcourt.ca.gov/virtualhearings>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Pure Project and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrator's website at [ADMINISTRATOR'S URL]. You can also contact Class Counsel using the contact information listed below, or consult the San Diego County Superior Court website by going to <https://odyroa.sdcourt.ca.gov> and entering the Case Number for the Action, Case No. 24CU012008C. **Do not telephone the court to obtain information about the settlement.**

You may contact Class Counsel at:

Graham S.P. Hollis
Dawn M. Berry
GrahamHollis APC
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619-546-4373

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.