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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SEMAJ GRAHAM as individual and on behalf of all others similarly situated, Plaintiff, vs. 4283929 DELAWARE LLC; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24STCV19351 **DECLARATION OF MAX W. GAVRON IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** Date: November 3, 2025 Time: 10:00 a.m. Dept.: 7 Action Filed: August 2, 2024 Trial Date: None Set

DECLARATION OF MAX W. GAVRON

I, Max W. Gavron, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff Semaj Graham ("Plaintiff" or "Graham"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

RELEVANT PROCEDURAL HISTORY

2. From the inception of the case, Class Counsel has zealously represented the interests of the Class. I have no conflicts with the Class and will adequately represent the Class.

3. On or about August 1, 2024, Plaintiff Semaj Graham filed a written notice with the LWDA alleging that Defendant violated Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, and 2802, pursuant to Labor Code § 2699. A true and correct copy of Graham's PAGA notice is attached herewith as **Exhibit A**.

4. On August 2, 2024, Graham filed a class action complaint against Defendant in the Superior Court of California, County of Los Angeles, entitled *Semaj Graham v. 4283929 Delaware LLC*, Case No. 24STCV19351 (the "Action" or "*Graham* Action"). The complaint alleged causes of action for: (1) violation of Labor Code § 226.7; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of Labor Code § 510 and 1194; (4) violation of Labor Code § 226; (5) violation of Labor Code § 2802; and (6) violation of Business and Professions Code § 17200, *et seq*.

5. On October 4, 2024, Graham filed an amended complaint, adding a cause of action for violation of the PAGA.

6. During litigation of the actions, the Parties became aware of related claims at issue and overlapping time frame of the *Reveles* Action and *Graham* Action. In an effort to resolve their claims effectively, the Parties participated in a joint mediation and agreed to a global settlement of all claims with the assistance of a mediator.

7. As a condition of settlement, the Parties agreed to consolidate Reveles and Graham's claims in the Action. On July 10, 2025, Plaintiffs filed the Second Amended Class and

Representative Action Complaint for Damages ("Second Amended Complaint" or "Complaint"). The Second Amended Complaint is the operative Complaint. The Complaint alleges causes of action for: (1) violation of Labor Code § 226.7; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of Labor Code §§ 510 and 1194; (4) violation of Labor Code § 226; (5) violation of Labor Code § 2802; (6) recovery of reporting time pay; (7) failure to pay vacation wages; (8) failure to comply with Labor Code §§ 245, *et seq*. and 246; (9) failure to keep required payroll records; (10) failure to produce requested employment records; (11) violation of Business and Professions Code § 17200, *et seq*.; and (12) violation of Labor Code § 2698, *et seq.*

8. More specifically, Plaintiffs allege that employees were required to remain on duty and perform work during breaks, and as such, were denied timely, off-duty meal and rest breaks. Plaintiffs allege that a second meal break was not provided for shifts lasting longer than ten hours and that premium compensation was not paid for missed, late, or interrupted breaks. As a result of performing unpaid work during breaks, employees were owed overtime wages. On occasions when overtime wages were paid, the wages were not paid at 1.5 times the regular rate of pay. Instead, such wages were paid at 1.5 times the base rate of pay. The base rate of pay did not include all hourly rates of pay earned and/or did not include all non-discretionary incentive compensation, such as bonus retention. Vacation pay and sick pay were also paid at the base rate of pay. As such, employees are owed additional overtime wages, vacation pay, and sick pay. Plaintiffs further allege that Defendant failed to pay employees reporting time pay when employees were called to work but provided less than half of a usual day's work. Defendant has yet to pay all wages and premiums owed, and as such, are liable for waiting time penalties. In addition, Plaintiffs allege that Defendant's maximum carry-over vacation policy violates the Labor Code. Plaintiffs also allege that employees were required to track and report their hours on an ADP app, and as such, were required to use their personal cell phones for work purposes but were not reimbursed for the costs of such use. As a result of the underpayment and/or nonpayment of wages and premiums, the wage statements issued to employees identified inaccurate rates of pay, number of hours worked, and gross and net wages earned. The wage statements also failed to accurately identify the employer's address. Furthermore, employees

were denied the right to inspect and receive all payroll and personnel records.

9. The Parties engaged in an extensive exchange of documents and information relevant to the merits of Plaintiffs' claims and Defendant's defenses thereto, including the exchange of time and payroll data for the putative class.

10. The Parties met and conferred extensively regarding the purported applicability of an arbitration agreement and its impact on the putative class claims alleged by Plaintiffs and Defendants' anticipated motion to compel arbitration. Ultimately, however, the Parties agreed to direct their efforts towards an early resolution of the *Reveles* Action and *Graham* Action and agreed to participate in private mediation. In advance of mediation, Defendants produced time and payroll data, and information regarding the number of putative class members, pay periods, workweeks, and various information regarding the types of remuneration it offered to its employees. Defendants also produced its employee handbooks, which included various wage and hour policies, such as meal/rest period policies, reimbursement policies, vacation policies, etc. Using the data provided by Defendants, Class Counsel performed a comprehensive damages analysis

11. On April 17, 2025, the Parties engaged in a full-day mediation with mediator Darren M. Cohen. As a result of the mediation, the Parties reached the present class-wide settlement, memorialized by a written Memorandum of Understanding ("MOU") fully executed on or about April 17, 2025. The Parties subsequently executed the Class Action and PAGA Settlement Agreement and Class Notice, a true and correct copy of which is attached as **Exhibit B**[1] to my Declaration. The settlement discussions were conducted at arm's-length.

12. Both prior to and during the mediation, the Parties spoke at length about the strengths and weaknesses of each side's claims and defenses, the certifiability of the claims, and the scope of Defendant's liability. I also investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiffs and potential defenses thereto, and the

[1] The Parties premised the agreement on the model form provided by Los Angeles Superior Court. For ease of reference, a redline copy demonstrating the deviations from the model in redline is attached to this Declaration as Exhibit C.

damages claimed by Plaintiffs on behalf of themselves and the Class Members. Thus, I entered mediation with a clear understanding of Defendant's potential exposure.

SUMMARY OF THE PROPOSED SETTLEMENT

13. The Settlement Agreement seeks to resolve the claims of the following group of employees: all persons employed by Defendant in California and classified as non-exempt employee who worked for Defendant during the Class Period (the "Class"). *See* Settlement Agreement ("SA") §§ 1.5. The Class Period is the period from August 1, 2020 through the date of preliminary approval. *See id*. § 1.12. The are approximately 560 employees that comprise the Class. *See id*. § 3.1.

14. The proposed Class also includes Aggrieved Employees, who are defined as "a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period." *See* SA § 1.4. The PAGA Period is the period from June 20, 2023 through June 16, 2025. *Id*. § 1.32.

15. The settlement provides for the total settlement amount of One Million Five Hundred Forty-Eight Thousand Five Hundred Sixty-Five Dollars ($1,548,565.00) ("Gross Settlement Amount"). *See* SA § 1.22. The balance of the Gross Settlement Amount remaining after deduction of the approved attorneys' fees (up to $516,188.33), litigation costs (up to $50,000.00), payment of PAGA Penalties ($100,000.00), Service Payment to the Class Representatives (up to $5,000.00 each or $10,000.00 total), and Administration Expenses Payment (up to $10,990.00), is the Net Settlement Amount. *See id.* §§ 1.28, 2.1, 2.2.1-2.2.3, 2.2.5. The Net Settlement Amount will be available for distribution to Participating Class Members (*i.e.*, Class Members who do not opt out). *See* SA §§ A-21, C-8.

16. The Net Settlement Amount will be allocated to each Participating Class Member 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. *See id*. § 2.2.4. Class Members do not need to do anything should they wish to receive their share of the settlement funds. *See id.* § 2.1.

17. Subject to Court approval, the settlement allocates One Hundred Thousand

Dollars ($100,000.00) of the Gross Settlement Amount as PAGA penalties ("PAGA Penalties"). *See id.* § 2.2.5. Pursuant to the PAGA, sixty-five percent of the PAGA Penalties, *i.e.*, the sum of Sixty-Five Thousand Dollars ($65,000.00), shall be paid to the LWDA. *See id.* The remaining thirty-five percent of the PAGA Penalties, *i.e*., the sum of Thirty-Five Thousand Dollars ($35,000.00), shall be distributed to Aggrieved Employees. *See id*.

18. As detailed in the Settlement Agreement, the amount of the individual payments to Aggrieved Employees ("Individual PAGA Payments") will be determined by the number of pay periods in which the employee worked for Defendant during the PAGA Period. *See id*. §§ 2.2.5.1, 4.3, 6.5.4.

19. The Settlement Agreement provides that the Individual Class Payments shall be allocated as 80% interest, damages, liquidated damages, restitution, and statutory penalties, and 20% wages. *See* SA § 2.2.4.1. The Individual PAGA Payments shall be allocated as 1099 income. *See id.* § 2.2.5.2.

20. As part of the Settlement Agreement, Defendant does not object to the payment of a Service Payment in the amount of Five Thousand Dollars ($5,000.00) to each Class Representative. *See* SA § 2.2.1. This amount is intended to compensate Plaintiffs for their efforts and work in prosecuting this case, including meeting and communicating with Class Counsel and reviewing the pleadings and documents in this case, including the PAGA notices, complaints, and the Settlement Agreement. Both Plaintiffs and Class Counsel expressly acknowledge that the Court has final discretion in any fee award or Service Payment. *See id*§§ 2.2.1, 2.2.2. Any portion of the Service Payment not approved by the Court shall be added to the Net Settlement Amount for distribution to the Class. *See id*.

21. Also, as part of the Settlement Agreement, Defendant does not object to Class Counsel's request for attorney's fees up to one-third (1/3) of the Gross Settlement Amount, *i.e.*, the sum of Five Hundred Sixteen Thousand One Hundred Eighty-Eight Dollars and Thirty-Three Cents ($516,188.33), plus up to Fifty Thousand Dollars ($50,000.00) for reimbursement of litigation costs, subject to the Court finally approving this settlement. *See* SA § 2.2.2. Any portion of the requested attorneys' fees and/or litigation costs not awarded to Class Counsel shall

be added to the Net Settlement Amount. *See id.*

22. The Settlement Agreement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator. *See* SA § 1.3. The Parties have received a quote from Apex Class Action Administration for a fee of approximately Ten Thousand Nine Hundred Ninety Dollars ($10,990.00). Any portion of the Administration Expenses Payment not used or approved by the Court shall be added to the Net Settlement Amount. *See* SA § 2.2.3.

23. The proposed releases are appropriately limited to the claims alleged. *See* SA 1.40, 1.41, 4.2, 4.3.

ESTIMATED INDIVIDUAL CLASS SETTLEMENT PAYMENTS

24. I estimate that the Net Settlement Amount will be approximately $861,386.67.

25. On a raw average, and assuming the participation of 560 Class Members, each Class Member may potentially recover approximately $1,538.19 from the Net Settlement ($861,386.67/560 class members). This among may increase or decrease depending on the number of workweeks the employee worked during the Class Period and the number of opt-outs received. *See* SA §§ 2.2.4, 2.2.4.2. To the extent that there are valid opt-outs, the Settlement Administrator will proportionately increase the Individual Class Payments to each Participating Class Member so that the amount distributed to Participating Class Members equals 100% of the Net Settlement Amount. This is fair, as it directly allocates greater recovery to individual Participating Class Members who have allegedly suffered greater harm.

26. Participating Class Members and Aggrieved Employees will have 180 days from the mailing of the settlement payment to cash the check. *See id.* § 3.4.1. After the expiration of 180 days, the funds represented by uncashed settlement checks will be remitted to the California State Controller's Office – Office of Unclaimed Property Fund in the name of the Participating Class Member or Aggrieved Employee. *See id.* § 3.4.3.

ANALYSIS OF THE CLAIMS AND POTENTIAL RECOVERY

27. **Meal & Rest Period Claims**: Labor Code § 226.7 provides that "(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission. (b) If an employer fails to provide an employee a

meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided. Lab. Code § 226.7, subd. (a) & (b).

28. Plaintiffs contend that rest periods, when provided, were routinely interrupted due to business needs and Defendants' prioritization of work responsibilities over mandatory meal and rest periods in violation of the California Labor Code. Plaintiffs contend that rest period premiums were not provided for each and every violation that occurred. Defendants, on the other hand, contended that they had lawful policies and procedures for the provision of meal and rest periods. Defendants argued that their legally compliant written policies satisfied Brinker and that any failure to take a legally compliant meal or rest period by employees was the result of individual choice and thus not capable of class resolution. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1040, 273 P.3d 513, 537 (2012) ("On the other hand, the employer is not obligated to police meal breaks and ensure no work thereafter is performed."). Furthermore, analysis of Defendants' time and pay records demonstrated a low facial violation rate for meal periods of approximately 26.7%, if not accounting for premiums actually paid. When factoring in the premiums actually paid, Defendants would have argued that it overpaid employees, thus resulting in a net negative meal period violation rate. If Plaintiffs were successful in demonstrating rest period violations in approximately 56.7% of qualifying shifts, as Plaintiffs' expert opined was the case, the exposure on this claim could be as high as approximately $2 million.

29. While Plaintiffs also argued that Defendants failed to pay meal or rest period premiums at the correct rate of pay, Defendants argued that Plaintiffs would not have been successful in proving an underlying meal or rest period violation, thus triggering Defendants' legal obligation to pay meal or rest period premiums. The number of meal period premiums paid by Defendants at what Plaintiffs alleged was the incorrect rate of pay was relatively low, with an estimated exposure of approximately $10,648 in underpayment. These factors made success on Plaintiffs' meal and rest period claims on a class basis uncertain.

30. **Overtime Claims**: Plaintiffs argued that Defendants failed to properly calculate overtime wages for putative class members because Defendants failed to properly incorporate the value of non-discretionary remuneration when calculating the regular rate of pay. Defendants mounted several arguments against these claims. For one, Defendants argued that it had compliant written policies and paid employees overtime wages according to California law. Defendants also argued, as it did in relation to Plaintiffs' other regular rate claims, that the additional remuneration at issue was discretionary, and thus need not be included in the regular rate of pay calculation. Because the alleged regular rate of pay claim is triggered only when additional remuneration is paid, the exposure for unpaid wages is relatively low (estimated at approximately $16,007), as is the case with most regular rate of pay claims. Plaintiffs also alleged off-the-clock work, which resulted in unpaid overtime wages, which Plaintiffs' expert calculated at approximately $75,000. The majority of the exposure on these claims is with the associated derivative penalties, pursuant to Labor Code §§ 201, 202, 203, and 226, which are subject to unique defenses described in more detail below.

31. **Direct Wage Statement Claim § 226**: From June 20, 2023, through July 12, 2024, Plaintiffs alleged that Defendants identified the wrong address on wage statements issued to employees. Lab. Code § 226(a)(8) (requiring correct name and address on wage statements). Defendants' wage statements identified the employer as 4283929 Delaware LLC, 2 Daniels Way Cranston, MA 02921. However, no such address exists in Massachusetts. Defendants changed this practice in July 12, 2024, to reflect the correct address. This claim impacted 342 employees and about 6,420 pay periods, resulting in approximately $624,900 in Section 226(e) penalties (6,420 x $100 – (342 x $50)), and approximately $160,500 in PAGA penalties (6,420 x $25).

32. However, Plaintiffs' claims on this theory are contested. Defense counsel argued that, even if Plaintiffs established a technical violation of the statute, the alleged violation was not a "knowing and intentional failure" by Defendants to comply with Labor Code § 226(a) and that penalties are unwarranted. *See id.*; *see Harris v. Vector Mktg. Corp.,* 656 F. Supp. 2d 1128, 1145-46 (N.D. Cal. 2009) (summary adjudication warranted on Section 226(e) claim where dispute existed as to whether plaintiff was independent contractor or employee and record lacked

evidence that conduct was knowing or willful); *Woods v. Vector Mktg. Corp.,* 2015 U.S. Dist. LEXIS 67303, at *8-*9, *12-*14 (N.D. Cal. May 22, 2015) (finding that when the defendant made a good faith claim that the employee was properly classified as exempt its failure to provide accurate wage statements was not knowing and intentional).

33. Additionally, Defendants presented argument that Plaintiffs would be unable to establish a common "actual injury" on a class-wide basis. As argued by Defendants, an actual injury is shown where "there is a need for [] additional documentation." *Raines v. Coastal Pac. Food Distribs., Inc.,* 23 Cal. App. 5th 667, 676 (2018) (internal citations omitted). Defendants' anticipated good faith defense on this claim is also addressed in more detail below

34. **Reimbursement § 2802**: Plaintiffs alleged that Defendants required Class Members to use their personal cell phones for work related purposes but did not reimburse employees for the associated costs. Defendants disputed the existence of a common policy that required employees to use personal cell phones for work related purposes. Defendants also argued that they maintained compliant reimbursement policies, which would render the class resolution of this claim impossible because whether an employee used his or her phone for work-related purposes would depend on an individual analysis of whether the use was "reasonable and necessary." Assuming that Plaintiffs were successful in establishing this claim on a class basis and were able to prove that employees should have been reimbursed $25.00 per month, the potential exposure on this claim is approximately $234,000.

35. **Failure to Pay Wages & Reporting Time Pay**: Plaintiffs alleged that they and class members were required to work off-the-clock to complete their duties for Defendants and often were not properly paid reporting time pay where employees were only permitted to work less than half of the employee's shift. Defendants argued against these claims because they contended they had compliant written policies advising employees to track all hours worked, and not to work while off the clock. They also contended that employees were not regularly required to report for work for shortened shifts, thus rendering the reporting time pay claim unworkable as a class action. Ultimately, these claims would be strongly disputed from a liability and class certification standpoint by Defendants. Assuming that Plaintiffs were able to certify these

theories of liability, Plaintiffs' expert estimated approximately $1.25 million in exposure, which assumed 15 minutes off the clock per shift. Of course, whether Plaintiffs could succeed on these assumptions was vehemently disputed by Defendants.

36. **Failure to Pay Vacation Wages**: Plaintiffs contended that Defendants maintained a vacation policy containing an unreasonable maximum carry-over component. Specifically, employees who work for Defendants for 10 years or more accrue 60 hours of vacation time annually; however, the maximum hours that may be carried over to the following year is 40 hours, less than one and a half times the annual accrual rate. Defendants argued that caps on vacation pay are lawful and therefore this claim was entitled to zero weight and had no exposure. *See Owen v. Macy's, Inc.*, 96 Cal. Rptr. 3d 70, 76 (App. Ct. 2009) (finding policy legal where vesting rules were "clear"); *see also Minnick v. Automotive Creations, Inc.*, 220 Cal. Rptr. 3d 752, 757 (App. Ct. 2017) (finding same). Plaintiffs also argued that vacation pay should have been cashed out at the regular rate of pay. Realistically, the chances of succeeding on this claim were limited, and, even if successful, the bulk of the exposure would be associated with waiting time penalties, which are addressed below.

37. **Sick Pay Wages**: Under the Healthy Workplaces, Healthy Families Act of 2014, Cal. Lab. Code § 245 et seq. ("HWHFA"), "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek." Cal. Lab. Code § 246(l)(1). Here, Plaintiffs allege that during workweeks where an employee earned non-discretionary wages and sick pay earnings, Defendants paid the sick pay at the employee's base hourly rate. Although Labor Code section 246(l) provides that accrued sick time must be paid at the correct regular rate, the primary risk is that not all class members received bonuses during the same pay periods that sick time was paid. Typically, the regular rate is found by adding up the total remuneration the employee receives by the total hours worked in the workweek. 29 CFR § 778.108.

38. Nonetheless, sick pay is not paid every workweek, since sick pay accrues at one hour for every 30 hours of work, for a maximum of 24 hours of sick pay per year (this amount

was increased to a maximum of 40 hours of sick pay beginning January 1, 2024). So, to trigger a sick pay regular rate violation, the employee would have to use sick pay hours during the same pay periods they were paid non-discretionary remuneration. Here, Plaintiffs' expert determined the exposure on this claim was approximately $15,500.

39. Defendants also would have contended that Plaintiffs could not recover sick leave directly because there is no private right of action. *See* Cal. Lab. Code § 248.5 (providing only that "the Labor Commissioner or the Attorney General may bring a civil action in a court of competent jurisdiction against the employer or other person violating this article"); *see also, e.g., Titus v. McLane Foodservices, Inc.*, 2016 WL 4797497, at *5 (E.D. Cal. Sept. 14, 2016) (the sick pay "statute provides that only the LWDA may recover civil penalties for a violation"); *Schroeder v. Envoy Air, Inc.*, 2016 WL 11520388, at *11 (C.D. Cal. Sept. 27, 2016) ("because the legislature did not clearly and unmistakeably create a private right of action to enforce section 246(h), the Court concludes that there is none available"); *but see Wood v. Kaiser Found. Hosps.*, 88 Cal. App. 5th 742, 764, 305 Cal. Rptr. 3d 112, 126 (2023), *as modified (Mar. 23, 2023)* ("In sum, we hold that section 248.5, subdivision (e) does not preclude an aggrieved employee from bringing a PAGA action for violations of the Act.").

40. **Derivative Section 203 and 226 Penalties**: Because of the violations above, Plaintiffs argued that Defendants were subject to wage statement and waiting time penalties. The exposure for these theories of liability could be high. Plaintiffs estimated approximately $1 million in wage statement penalties,[2] and $1.5 million in waiting time penalties.

41. Defendants argued that the waiting time penalties, which comprise a significant portion of the estimated damages, are subject to a complete defense. Defendants would have argued that a good faith dispute exists as to whether the allegedly underpaid wages were due to Plaintiffs and the Class considering Defendants' legally compliant policies and efforts to comply with the law. If Defendants were successful on its good faith defense, the Court may not have

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[2] This amount is duplicative of the direct wage statement theory of liability addressed above, and therefore likely overestimates the exposure significantly. However, Plaintiffs detail these damages for purposes of the *Kullar* analysis.

awarded waiting time penalties at all, reducing the exposure by approximately $1.5 million. *Naranjo v. Spectrum Security Services, Inc.*, 88 Cal. App. 5th 937, 948 (2023) (holding that an employer's failure to pay meal period premiums to departing employees was not "willful" under Section 203 because the employer had a good faith belief that it was in compliance with the law); *Hill v. Walmart, Inc.*, 32 F.4th 811 (9th Cir. 2022) (upholding good faith defense because defendant reasonably believed wages were not due and owing at time of separation of employment); *Chavez v. Converse, Inc.*, 2020 WL 1233919, at *1 (N.D. Cal. 2020) (holding that an employer's failure to pay is not willful where there is uncertainty in the law or a "good faith mistaken belief that wages are not owed").

42. Similarly, the California Supreme Court recently held that wage statement penalties are subject to a complete good faith defense. *See Naranjo*, 88 Cal. App. 5th at 951. If Defendants were successful in asserting this defense, it would reduce the approximate exposure by $1 million. Accordingly, while the potential penalties associated with these claims are high, so too are the risks.

43. **PAGA Penalties**: Plaintiffs also pursued a derivative representative PAGA claim predicated on Defendants' Labor Code violations as alleged above. Plaintiffs estimated that Defendants could face civil penalties of up to a maximum of $969,200 if Plaintiffs were successful at trial. This amount was calculated based on approximately 9,692 pay periods during the relevant time period and a $100 penalty per violation, which assumes that the Court would not "stack" PAGA penalties for distinct violations of the Labor Code. Courts are hesitant to award a higher PAGA penalty for "subsequent" violations where there is no prior citation by the Labor Commissioner, which renders the evaluation of the potential PAGA penalties without "stacking" reasonable. *C.f. Bernstein v. Virgin Am., Inc.*, 3 F.4th 1127, 1144 (9th Cir. 2021) ("Virgin was not notified by the Labor Commissioner or any court that it was subject to the California Labor Code until the district court partially granted Plaintiffs' motion for summary judgment. On this basis, we reverse the district court's holding that Virgin is subject to heightened penalties for any labor code violation that occurred prior to that point."). While Bernstein addresses whether the higher subsequent penalty should be applied, defendants often

argue that this decision supports their position that the court should not award multiple penalties for different predicate violations of the Labor Code during the same pay period. The current version of the PAGA statute also provides for limited PAGA penalties for certain violations of Labor Code Section 226, which further reduces the potential exposure. Lab. Code § 2699(f)(2)(A)(i) (providing for $25 penalty in certain circumstances). Accordingly, evaluating the settlement compared to a potential penalty of $100 per pay period is fair, adequate, and reasonable.

44. Even assuming Plaintiffs ultimately prevailed on their PAGA claims, the Court still has discretion to reduce any PAGA penalties. Pursuant to Labor Code § 2699(e)(2), the Court can decline to award PAGA penalties where "if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Indeed, as shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. *Id.* at p. 517. Upon review, the Court of Appeal found such reduction to be proper. *Id.* at p. 529. Thus, even if Plaintiffs were to successfully prove their claims at trial, there is a possibility that the Court may only award a small percentage of PAGA penalties, as the Court has discretion to do so.

45. Under the particular circumstances of this case, Defendants could make a persuasive argument that nominal PAGA penalties should be awarded. In this respect, Defendants point to the absence of willfulness as grounds for the Court to award modest, if not nominal, penalties.

46. **Total Potential Value**: Although Plaintiffs believe in the merits of the alleged claims and maintain that there is no reason for reducing PAGA penalties, Plaintiffs are aware that Defendants may raise defenses to the claims, like the arbitration agreements, and further with respect to the reduction of PAGA penalties and that it could be persuasive to the Court. Thus, even if Plaintiffs were to successfully prove their claims at trial, there is a possibility that the Court may only award a small percentage of PAGA penalties, as the Court has discretion to

do so, and that Defendants may prevail on class certification and/or with respect to their defenses. The Gross Settlement Amount was premised with this risk in mind, associated with the possibility of the Court significantly reducing Plaintiffs' PAGA penalties, along with other attendant risks, even if Plaintiffs were to prevail at trial.

47. Here, the total amount of class and PAGA penalties ranges between $7.7 million, on the high end, to $4.7 million, on the lower end, if Defendants were to succeed in establishing a good faith defense precluding the recovery of wage statement and waiting time penalties. The Gross Settlement Amount is $1,548,565.00, which is between approximately 20.1% and 32.9% of the maximum class and PAGA penalties. The high settlement percentage-to-recovery further supports that the settlement is fair and reasonable.

48. Thus, the settlement for each Class Member is fair, reasonable, and adequate, given the inherent risks of litigation, including the uncertainty and risks to Plaintiffs involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the possibility of losing at trial, and the potential for appeals. The settlement is the result of extensive arm's length negotiations between the Parties and their counsel and was facilitated by an experienced and neutral mediator.

49. Plaintiff authorized, in writing, a split of attorneys' fees, providing that any attorneys' fees recovered in this action will be split between Plaintiff's counsel and counsel for Plaintiff Reveles.

THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

50. I believe that Plaintiffs and the Class could prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the uncertainty and risks attendant to not prevailing on one or more theories of liability, the possibility of non-certification or losing at trial, and potential for appeals. Moreover, as Defendant adamantly denies that it should be liable for the full extent of the alleged damages and penalties, there is a possibility that Named Plaintiffs and the Class would be awarded less or recover nothing at trial. Thus, after taking into account sharply disputed legal issues involved in this litigation, the risks associated with further prosecution, delays caused by potential appeals, and the substantial benefits to be

received pursuant to the Settlement Agreement, I believe that the proposed settlement is fair, reasonable, and adequate and is in the best interests of the Class.

ATTORNEY EXPERIENCE

51. Diversity Law Group has a great deal of experience in wage and hour class action litigation and has been approved as class counsel in a number of class actions.

52. I am one of the primary attorneys on this matter. My qualifications are as follows: I received a full-tuition scholarship, and graduated from Southwestern Law School in 2013, *magna cum laude*. I was in the top 5% of my class. During my time at Southwestern, I was a Notes and Comments Editor on the Southwestern Law Review. I also received awards for achieving the highest grade in my class in several courses. In 2012, I was a full-time extern, at the United States District Court for the Central District. Immediately after law school, I taught several courses at Southwestern, including Principles of Legal Analysis and Legal Methods. I taught those courses for approximately four years.

53. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately September 2013, through January 2016. I was third chair in a federal court jury trial that resulted in a defense verdict in our client's favor on a $21 million commercial breach of contract dispute. I also regularly litigated cases across the civil litigation spectrum, including employment matters.

54. From February 2016, through Fall 2017, I practiced at the international law firm of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50 companies in Multi-District Litigation primarily in the product liability sphere. I also successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary judgment decision regarding trade secret issues, in addition to working in several other practice groups.

55. From September 2017, through September 2018, I served as a law clerk to a Judge sitting on the United States District Court, Central District of California. I regularly prepared bench memoranda, on cases involving all types of civil litigation, including regularly working on wage and hour class actions.

56. I am currently an attorney at the law firm Diversity Law Group, P.C., an

employment law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and defense sides. My current practice focuses on employment matters involving both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the United States District Courts for the Central, Northern, and Eastern Districts of California. I am currently handling, or have handled, numerous wage and hour class action lawsuits with the firm, including, but not limited to: *Weybrew v. BEI Construction*, Solano County Superior Court Case No. FCS055658 (January 14, 2022), *In re See's Candies Wage and Hour Cases,* Case No. JCCP5004 (March 30, 2022), Los Angeles Superior Court, *Pevey v. Lumber City Corp*, San Bernardino County Superior Court Case No. CIVDS2010240 (May 2, 2022), *Ross v Stater Bros. Markets*, San Bernardino County Superior Court Case No. CIVDS1902518 (September 8, 2022), and *Schneider v. Amazon Retail LLC*, Los Angeles County Superior Court Case No. 21STCV26226 (December 1, 2022); *James v RADC Enterprises, Inc.,* San Bernardino County Superior Court, Case No. CIV-DS1933035 (September 29, 2020), *Hector Luna v. Triple Canopy, Inc.*, Santa Clara County Superior Court, Case No. 19CV345169 (October 22, 2020), *Melbert Magpugay v. Harbor Electronics, Inc.*, Santa Clara County Superior Court Case No. 19CV352547 (January 27, 2021), *Foster v. Schindler Elevator Corp.*, Alameda County Superior Court Case no. RG19029640 (March 2, 2021), *Martin v. Streetplus Company, LLC, et al*, Los Angeles Superior Court Case No. 19STCV15522 (July 13, 2021), *Morris v. Blue Mountain Enterprises, LLC*, Solano County Superior Court, Case No. FCS05.858 (August 4, 2021).

57. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28, 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

58. I have also assisted the firm in numerous wage and hour class action mediations.

59. Class Counsel have effectively represented the interest of the Class. For example, Class Counsel expended significant time and resources exchanging informal discovery, drafting a mediation statement, preparing a damages and penalties model, and attending mediation. Class

Counsel have also, at their own risk, expended costs to file this instant action, effect service of process, and pay other litigation-related costs. Class Counsel have and will zealously represent Plaintiffs and the Class Members and pursue this lawsuit to its conclusion.

NOTICE TO LWDA

60. Concurrent with the filing of Plaintiffs' Motion for Preliminary Approval of Class and Representative Action Settlement ("Motion"), my office uploaded the Motion, Settlement Agreement, and proposed Preliminary Approval Order to the LWDA's website. A true and correct copy of the submission confirmation is attached herewith as **Exhibit D.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 16th day of July 2025, at Los Angeles, California.

Max W. Gavron

EXHIBIT A

SEMAJ GRAHAM

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

July 31, 2024

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: Graham v 4283929 Delaware LLC / West Coast Pet Memorial Services

To Whom It May Concern:

This correspondence shall constitute my written notice under Labor Code § 2699.3 of claims against 4283929 Delaware LLC and/or West Coast Pet Memorial Services ("Defendant" or "the Company"). Specifically, I allege as follows:

1. The Company violated Labor Code § 226 by failing to state the correct name and address of the legal entity that is my employer. The wage statements issued to me and other employees identify my employer as 4283929 Delaware LLC, 2 Daniels Way Cranston, MA 02921. However, no such address exists in Massachusetts. Accordingly, the Company did not provide the information required by the Labor Code.

2. The Company also violated Labor Code §§ 510, 558, 1194, and the relevant wage orders by failing to correctly pay all overtime wages earned for myself and other aggrieved employees. For example, I would often work more than 8 hours a day or 40 hours in a week but was not paid overtime for all hours that should have been paid overtime. I also received non-discretionary pay like a retention bonus, which, on information and belief, was not included in the regular rate of pay for purposes of paying overtime wages. Sometimes, I was also paid two different rates of pay during the same period and was paid overtime wages. However, the Company did not pay me overtime wages at the regular rate of pay, but, instead, paid overtime based on the base rate of pay. As a result of these violations, the Company also violated Labor Code §226 for failing to accurately state my total hours worked and wages earned and Labor Code §§ 201-203.

3. The Company violated Labor Code §§ 226.7 and 512 by failing to provide me and aggrieved employees with off-duty meal breaks within the first 5 hours worked for shifts in excess of 5 hours. I and other aggrieved employees often were required to remain on-duty and perform work when they were supposed to take their meal breaks. Moreover, even when they got to take meal breaks, many of the breaks were not provided until after the 5th hour of work, or after the 10th hour of work. For a period of time, the Company did not provide a second meal period after 10 hours of work at all. As a result, the Company also violated Labor Code §§ 201-203 by failing to pay me and other aggrieved employees all of the wages owed upon separation of employment due

to the unpaid missed meal period premiums. The Company also violated Labor Code § 226 by failing to accurately state my hours worked as a result of these violations.

4. The Company violated Labor Code § 226.7 and the relevant wage order by failing to provide me and other aggrieved employees with off-duty rest breaks for each work shift of 3.5 hours or more for the same reasons as the rest breaks specified above. For a period, the Company failed to provide rest periods to employees at all. Further, the Company also violated Labor Code §§ 201-203 by failing to pay me and other aggrieved employees all of the wages owed upon separation of employment due to the unpaid missed rest period premiums. The Company also violated Labor Code § 226 by failing to accurately state my hours worked as a result of these violations.

5. The Company violated Labor Code § 2802 by failing to reimburse me and other aggrieved employees for expenses related to the use of the ADP application on my phone to track our hours worked. This was a reasonable and necessary business expense but was not reimbursed by the Company.

The address for Defendant is:

4283929 Delaware LLC
2 Daniels Way
Cranston, MA 02921

Alternatively, the address is:

4283929 Delaware LLC
2 Daniels Way
Cranston, RI 02921

Please contact my attorney Max W. Gavron at the above address/phone number if you have any questions regarding this matter.

Sincerely,

DocuSigned by:
60B68E88365F494...
Semaj Graham

Cc: 4283929 Delaware LLC and/or West Coast Pet Memorial Services (via certified mail, return receipt requested to the address above)

EXHIBIT B

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Semaj Graham and Plaintiff Darren Reveles (collectively "Plaintiffs") and Defendant 4283929 Delaware LLC dba West Coast Pet Memorial Services ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. <u>**DEFINITIONS.**</u>

1.1 "Action" means the Plaintiffs' lawsuits alleging wage and hour violations against Defendant captioned *Semaj Graham, et al. v. 4283929 Delaware LLC* initiated on August 2, 2024 and pending in Superior Court of the State of California, County of Los Angeles ("*Graham* Action") and *Darren Reveles, et al. v. 4283929 Delaware LLC, dba West Coast Pet Memorial Services, et al.* initiated on July 12, 2024, and pending in Superior Court of the State of California, County of Riverside ("*Reveles* Action").

1.2 "Administrator" means Apex Class Action Administration, 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 submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period.

1.5 "Class" means all persons employed by Defendant in California and classified as non-exempt employee who worked for Defendant during the Class Period.

1.6 "Class Counsel" means D.Law, Inc. and Diversity Law Group, P.C.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 "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 an Aggrieved Employee).

1.10 "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, skip traces, and direct contact by the Administrator with Class Members.

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from August 1, 2020 through the date of preliminary approval, except as provided in Paragraph 7, below.

1.13 "Class Representative" means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 "Court" means the Superior Court of California, County of Los Angeles.

1.16 "Defendant" means named Defendant 4283929 Delaware LLC dba West Coast Pet Memorial Services.

1.17 "Defense Counsel" means Jackson Lewis PC.

1.18 "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 after the deadline for filing a notice of appeal from the Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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 "Gross Settlement Amount" means $1,548,565 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23 "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.

1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.28 "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 Service Payment(s), Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "Operative Complaints" means the First Amended Class and Representative Action Complaint that Plaintiffs will file with the Los Angeles Superior Court in the *Graham* Action, which adds Plaintiff Darren Reveles as a named Class Representative and the claims from the *Reveles* Action to the extent that they are not already alleged, and the First Amended Class Action Complaint filed in the *Reveles* Action.

1.31 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32 "PAGA Period" means the period from June 20, 2023 through June 16, 2025.

1.33 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34 "PAGA Notice" means Plaintiffs' June 20, 2024, and August 1, 2024 letters to Defendant and the providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($35,000) and the 65% to LWDA ($65,000) in settlement of PAGA claims.

1.36 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37 "Plaintiffs" mean Semaj Graham and Darren Reveles, the named plaintiffs in the Actions.

1.38 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40 "Released Class Claims" means the claims being released as described in Paragraph 4.2 below.

1.41 "Released PAGA Claims" means the claims being released as described in Paragraph 4.3 below.

1.42 "Released Parties" means: Defendant and Gateway Services Inc., and each of their former and present parent companies, divisions, partners, employees, agents, clients, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and any other individual or entity that could be liable for any of the Released Claims.

1.43 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.46 "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

1. **RECITALS.**

1.1 On August 2, 2024, Plaintiff Graham commenced a Class Action by filing a Complaint alleging causes of action against Defendant for (a) failing to pay overtime wages, in violation of Labor Code sections 201, 202, 203, 510 and 1194; (b) failing to provide off-duty meal and rest periods and/or pay premium wages in lieu thereof, in violation of Labor Code sections 201, 202, 203, 226.7 and 512; (c) failing to provide accurate itemized wage statements, in violation of Labor Code section 226; (d) failing to reimburse all business expenses, in violation of Labor Code section 2802; and (e) engaging in unfair business practices in violation of Business and Professions Code section 17200, et seq., the California Labor Code, and the applicable IWC Wage Orders. On October 4, 2024, Plaintiff Graham filed a First Amended Complaint adding a cause of action for penalties under PAGA. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

1.2 On July 12, 2024, Plaintiff Reveles commenced a Class Action by filing a Complaint alleging causes of action against Defendant for: (1) failure to pay minimum wages; (2) failure to pay wages and overtime; (3) recovery of reporting time pay; (4) meal periods; (5) rest periods; (6) failure to pay vacation wages; (7) failure to pay sick pay wages; (8) failure to reimburse business expenses; (9) violation of Labor Code § 226; (10) failure to keep required payroll records; (11) failure to produce requested employment records; (12) penalties pursuant to Labor Code § 203; (13) violation of Business & Professions Code § 17200., the California Labor Code, and the applicable IWC Wage Orders. On August 26, 2024, Plaintiff Reveles filed a First Amended Complaint adding a cause of action for penalties under PAGA. Defendant denies the allegations in Plaintiff Reveles' First Amended Complaint, denies any failure to comply with the laws identified in Plaintiff Reveles' First Amended Complaint and denies any and all liability for the causes of action alleged.

1.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs both gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

1.4 On April 17, 2025, the Parties participated in an all-day mediation presided over by Darren Cohen which led to this Agreement to settle the Action.

1.5 Prior to mediation, Plaintiffs obtained, through informal discovery, time and payroll data for the putative class, and figures and information regarding the class size and composition. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

1.6 The Court has not granted class certification because the Parties engaged in mediation before any class certification.

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

2. **MONETARY TERMS.**

2.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $1,548,565 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 3.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

2.2 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:

2.2.1 To Plaintiffs: Class Representative Service Payments to each of the Class Representatives of not more than $5,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

2.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be $516,188.33 and a Class Counsel Litigation Expenses Payment of not more than $50,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation 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 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or

Class Counsel Litigation 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 Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

2.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $10,990 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 $10,990, the Administrator will retain the remainder in the Net Settlement Amount.

2.2.4 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.

2.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, damages, liquidated damages, restitution, and statutory penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms by the Settlement Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

2.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis, so that the amount actually distributed equals 100% of the Net Settlement Amount.

2.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $100,000 to be paid from the Gross Settlement Amount, with 65% ($65,000) allocated to the LWDA PAGA Payment and 35% ($35,000) allocated to the Individual PAGA Payments.

2.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all

Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

2.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3. **SETTLEMENT FUNDING AND PAYMENTS.**

3.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records at the time of mediation on April 17, 2025, Defendant estimated there are 560 Class Members who collectively worked a total of 40,470 workweeks from August 1, 2020 to April 17, 2025, and 423 Aggrieved Employees who worked a total 9,692 PAGA Pay Periods from June 20, 2023 to April 17, 2025.

3.2 Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. 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. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, 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.

3.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

3.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

3.4.1 The Administrator will issue checks for the Individual Class Payments and/or 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 Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within 7 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.

3.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

3.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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.

4. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

4.1 Plaintiffs' Release. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaints and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaints, Plaintiffs' PAGA Notices, or ascertained during the Actions and released under 6.2, below. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

4.1.1 P<u>laintiffs' Waiver of Rights Under California Civil Code Section 1542</u>. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

4.2 <u>Release by Participating Class Members Who Are Not Aggrieved Employees</u>: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaints, or reasonably could have been alleged based on the facts stated in the Operative Complaints and/or Plaintiffs' administrative exhaustion letters submitted to the California Labor & Workforce Development Agency ("LWDA") in connection with the *Reveles* Action and the *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages, and overtime, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code violations (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 4.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

4.3 Release by Non-Participating and Participating Class Members Who Are Aggrieved Employees: All Non-Participating and Participating Class Members who are Aggrieved Employees and the State of California and the LWDA, shall release the Released Parties from any and all claims for PAGA civil penalties, interest, fees or costs alleged in and/or arising out of the facts alleged in the Operative Complaints in the *Reveles* Action and the *Graham* Action, and/or Plaintiffs' administrative exhaustion letters submitted to the LWDA arising during the PAGA Period.

5. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

5.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval a reasonable period before the filing deadline.

5.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

6. **SETTLEMENT ADMINISTRATION.**

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

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

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

6.4 Notice to Class Members.

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

6.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 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 with Spanish translation 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 (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.4.3 Not later than 3 business 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.

6.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 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.

6.4.5 If the Administrator, Defendant 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 person or by telephone, and 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, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

6.5 Requests for Exclusion (Opt-Outs).

6.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 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 reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

6.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably 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.

6.5.3 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' Releases under Paragraphs 4.2 and 4.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.5.4 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. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating and Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 4.3 of this Agreement and are eligible for an Individual PAGA Payment.

6.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class

Member may challenge the allocation by communicating with the Administrator via fax, email 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 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/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

6.7 Objections to Settlement.

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

6.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire 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 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

6.8 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.

6.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

6.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 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; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

6.8.3 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 (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

6.8.4 Workweek and/or 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 Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

6.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

7. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 40,470 total workweeks from August 1, 2020 through April 17, 2025. If the number of Total Workweeks encompassed within the Class Period exceeds 40,470 by more than 10%, then the Gross Settlement Amount shall be increased in proportion to the percentage increase in the number of Total Workweeks encompassed in the Class period in excess of 10%, or Defendant can choose to end the Class Period as of the day before accrual of 44,517 workweeks without an increase to the Gross Settlement Amount, at Defendant's sole discretion. For example, if the final number of total workweeks increases by 10% over 44,517 workweeks, the Gross Settlement Amount will increase by 10% or Defendant can choose to end the Settlement Class Period as of the day before accrual of 44,517, at Defendant's sole discretion. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

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

   9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later that five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

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

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

11.12 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.

11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11.15 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.

11.16 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 federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

D.Law, Inc.
Emil Davtyan
emil@d.law
David Yeremian
d.yeremian@d.law
Roman Shkodnik
r.shkodnik@d.law
Mason Doidge
m.doidge@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
(818) 962-6465

Diversity Law Group, P.C.
Larry W. Lee
Kristen M. Agnew
Max W. Gavron
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
lwlee@diversitylaw.com

kagnew@diversitylaw.com
mgavron@diversitylaw.com

To Defendant:

Sean M. Bothamley (State Bar No. 300100)
Elise G. Dvorochkin (State Bar No. 326360)
JACKSON LEWIS P.C.
160 W. Santa Clara St., Suite 400
San Jose, California 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290
E-mail: Sean.Bothamley@jacksonlewis.com
E-mail: Elise.Dvorochkin@jacksonlewis.com

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. 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.

11.19 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.20 Enforcement. The Parties intend this Agreement to be enforceable pursuant to CCP section 664.6. The Parties agree that should any party be required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

DocuSigned by:
60B68E88365F494...
________________________ For Plaintiff Graham. Date: 7/7/2025

DocuSigned by:
5661FEA970EA472...
________________________ For Plaintiff Reveles. Date: 7/3/2025

________________________ For Defendant. Date: __________

Signed by:
Max Gavron
57F8B43F1DCE4BB...
______________________________________ Counsel For Plaintiff Graham. Date: 7/3/2025

Roman Shkodnik
______________________________________ Counsel For Plaintiff Reveles. Date: 07/03/2025

______________________________________ Counsel For Defendant. Date: __________

Docusign Envelope ID: E36C3ECE-CFD2-4C5A-A7A8-F014B9EB1A8D

kagnew@diversitylaw.com
mgavron@diversitylaw.com

To Defendant:

Sean M. Bothamley (State Bar No. 300100)
Elise G. Dvorochkin (State Bar No. 326360)
JACKSON LEWIS P.C.
160 W. Santa Clara St., Suite 400
San Jose, California 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290
E-mail: Sean.Bothamley@jacksonlewis.com
E-mail: Elise.Dvorochkin@jacksonlewis.com

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. 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.

11.19 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.20 Enforcement. The Parties intend this Agreement to be enforceable pursuant to CCP section 664.6. The Parties agree that should any party be required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

____________________________________ For Plaintiff Graham. Date: ___________

____________________________________ For Plaintiff Reveles. Date: ___________

Signed by: Gene Shkolnik
Gene Shkolnik
F83B15710C2947C...
President

For Defendant. Date: 7/7/2025

DocuSigned by: Cartier, Desmond
Cartier, Desmond
4DC03565B4414CE...
VP, Finance

7/8/2025

_____________________________________ Counsel For Plaintiff Graham. Date: _____

_____________________________________ Counsel For Plaintiff Reveles. Date: _____

_____________________________________ Counsel For Defendant. Date: 7/8/2025

Sean M. Bothamley, Jackson Lewis PC

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

Semaj Graham, et al. v. 4283929 Delaware LLC; Darren Reveles, et al. v. 4283929 Delaware LLC, dba West Coast Pet Memorial Services, et al.

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from employee class action lawsuits ("Actions") against 4283929 Delaware LLC dba West Coast Pet Memorial Services (abbreviate name; "4283929 Delaware LLC," is used herein as a placeholder) for alleged wage and hour violations. The Actions were filed by former 4283929 Delaware LLC employees Semaj Graham and Darren Reveles (collectively "Plaintiffs") and seek payment of (1) back wages and other relief for a class of non-exempt employees ("Class Members") who worked for 4283929 Delaware LLC during the Class Period (August 2, 2020 through June 16, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all employees who worked for 4283929 Delaware LLC during the PAGA Period (June 20, 2023 through June 16, 2025) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring 4283929 Delaware LLC to fund Individual Class Payments, and (2) a PAGA Settlement requiring 4283929 Delaware LLC to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on 4283929 Delaware LLC's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $______ (less withholding) and your Individual PAGA Payment is estimated to be $______**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to 4283929 Delaware LLC'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 4283929 Delaware LLC's records showing that **you worked ______ workweeks** during the Class Period and **you worked ______ workweeks** during the PAGA Period. If you believe that you worked more workweeks 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 not act. Read this Notice carefully. You will be deemed to have carefully 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires 4283929 Delaware LLC to make payments under the Settlement and requires Class

Members and Aggrieved Employees to give up their rights to assert certain claims against 4283929 Delaware LLC.

If you worked for 4283929 Delaware LLC 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 4283929 Delaware LLC.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the 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 Class Period wage claims against 4283929 Delaware LLC, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

4283929 Delaware LLC will not retaliate against you for any actions you 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 4283929 Delaware LLC that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** Response Deadline	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. 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. 4283929 Delaware LLC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The

to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** Response Deadline	Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by Response Deadline	The amount of your Individual Class Payment and 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to 4283929 Delaware LLC's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by Response Deadline. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former 4283929 Delaware LLC employees. The Actions accuse 4283929 Delaware LLC of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: D.Law, Inc. and Diversity Law Group, P.C. ("Class Counsel.")

4283929 Delaware LLC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether 4283929 Delaware LLC or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and 4283929 Delaware LLC hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) 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, Plaintiffs and 4283929 Delaware LLC 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, 4283929 Delaware LLC does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) 4283929 Delaware LLC 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 Aggrieved 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. <u>4283929 Delaware LLC Will Pay $ 1,548,565 as the Gross Settlement Amount (Gross Settlement)</u>. 4283929 Delaware LLC has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, 4283929 Delaware LLC will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. <u>Court Approved Deductions from Gross Settlement Amount</u>. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

    a. Up to $516,188.33 – one-third of the Gross Settlement Amount to Class Counsel for attorneys' fees and up to $50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    b. Up to $5,000 to each of the Plaintiffs as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

    c. Up to $10,990 to the Administrator for services administering the Settlement.

d. Up to $100,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved 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 Amount (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. Plaintiffs and 4283929 Delaware LLC are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. 4283929 Delaware LLC 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 Plaintiffs and 4283929 Delaware LLC 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.

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 California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 Response Deadline, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's

name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. 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 4283929 Delaware LLC.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against 4283929 Delaware LLC 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and 4283929 Delaware LLC have agreed that, in either case, the Settlement will be void: 4283929 Delaware LLC will not pay any money and Class Members will not release any claims against 4283929 Delaware LLC.

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail 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.

9. Participating Class Members' Release. After the Judgment is final and 4283929 Delaware LLC has fully funded the Gross Settlement Amount and separately 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 4283929 Delaware LLC or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaints, or reasonably could have been alleged based on the facts stated in the Operative Complaints and/or Plaintiffs' administrative exhaustion letters submitted to the California Labor &

Workforce Development Agency ("LWDA") in connection with the *Reveles* Action and the *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages, and overtime, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code violations (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 4.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and 4283929 Delaware LLC has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against 4283929 Delaware LLC, whether or not they exclude themselves from the Settlement. This means that all Aggrieved 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 4283929 Delaware LLC or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

    The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

    > All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from any and all claims for PAGA civil penalties, interest, fees or costs alleged in and/or arising out of the facts alleged in the Operative Complaints in the *Reveles* Action and the *Graham* Action, and/or Plaintiffs' administrative exhaustion letters submitted to the LWDA arising during the PAGA Period.

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 $100,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved 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 4283929 Delaware LLC's records, are stated in the first page of this Notice. You have until _______________ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email 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 4283929 Delaware LLC's calculation of Workweeks and/or Pay Periods based on 4283929 Delaware LLC'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 4283929 Delaware LLC's Counsel. The Administrator's decision is final. You can't 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 Aggrieved 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 Aggrieved 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 personally sign your request, identify the Actions as *Semaj Graham, et al. v. 4283929 Delaware*

LLC and *Darren Reveles, et al. v. 4283929 Delaware LLC, dba West Coast Pet Memorial Services, et al*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and 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. **The Administrator must be sent your request to be excluded by** Response Deadline**, or it will be invalid**. Section 9 of the Notice has the Administrator's contact information.

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 Plaintiffs and 4283929 Delaware LLC are asking the Court to approve. At least _____ days before the ______________ Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website ___________________________ or the Court's website ___________________________.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is** Response Deadline. 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 Actions *Semaj Graham, et al. v. 4283929 Delaware LLC* and include your name, current address, telephone number, and approximate dates of employment for 4283929 Delaware LLC 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 cost) 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 (immediately below) 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 ______________ at ________ in Department 7 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom. 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 4283929 Delaware LLC and Plaintiffs 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 Apex Class Action Administration's website at _________________________. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.lacourt.org/CaseSummaryv2) and entering the Case Number for the Action, Case No. 24STCV19351. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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mgavron@diversitylaw.com

Settlement Administrator: Apex Class Action Administration
Name of Company: Apex Class Action LLC
Email Address: Sean@apexclassaction.com
Mailing Address: 18 Technology Drive, Suite 154 Irvine, CA 92618
Telephone: +1 (800) 355-0700

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. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

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.

EXHIBIT C

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Semaj Graham and Plaintiff Darren Reveles (collectively "Plaintiffs") and Defendant 4283929 Delaware LLC dba West Coast Pet Memorial Services ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

1.1 "Action" means the Plaintiffs' lawsuits alleging wage and hour violations against Defendant captioned *Semaj Graham, et al. v. 4283929 Delaware LLC* initiated on August 2, 2024 and pending in Superior Court of the State of California, County of Los Angeles ("*Graham* Action") and *Darren Reveles, et al. v. 4283929 Delaware LLC, dba West Coast Pet Memorial Services, et al.* initiated on July 12, 2024, and pending in Superior Court of the State of California, County of Riverside ("*Reveles* Action").

1.2 "Administrator" means Apex Class Action Administration, 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 submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period.

1.5 "Class" means all persons employed by Defendant in California and classified as non-exempt employee who worked for Defendant during the Class Period.

1.6 "Class Counsel" means D.Law, Inc. and Diversity Law Group, P.C.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 "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 an Aggrieved Employee).

1.10 “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, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from August 1, 2020 through the date of preliminary approval, except as provided in Paragraph 7, below.

1.13 “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

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

1.15 “Court” means the Superior Court of California, County of Los Angeles.

1.16 “Defendant” means named Defendant 4283929 Delaware LLC dba West Coast Pet Memorial Services.

1.17 “Defense Counsel” means Jackson Lewis PC.

1.18 “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 after the deadline for filing a notice of appeal from the Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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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 “Gross Settlement Amount” means $1,548,565 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.23 “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.

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

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

1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

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

1.28 “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 Service Payment(s), Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 “Operative Complaints” means the First Amended Class and Representative Action Complaint that Plaintiffs will file with the Los Angeles Superior Court in the *Graham* Action, which adds Plaintiff Darren Reveles as a named Class Representative and the claims from the *Reveles* Action to the extent that they are not already alleged, and the First Amended Class Action Complaint filed in the *Reveles* Action.

1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32 “PAGA Period” means the period from June 20, 2023 through June 16, 2025.

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

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1.34 “PAGA Notice” means Plaintiffs’ June 20, 2024, and August 1, 2024 letters to Defendant and the providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($35,000) and the 65% to LWDA ($65,000) in settlement of PAGA claims.

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

1.37 “Plaintiffs” mean Semaj Graham and Darren Reveles, the named plaintiffs in the Actions.

1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 4.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 4.3 below.

1.42 “Released Parties” means: Defendant and Gateway Services Inc., and each of their former and present parent companies, divisions, partners, employees, agents, clients, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and any other individual or entity that could be liable for any of the Released Claims.

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

1.44 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

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

1. **RECITALS.**

1.1 On August 2, 2024, Plaintiff Graham commenced a Class Action by filing a Complaint alleging causes of action against Defendant for (a) failing to pay overtime wages, in violation of Labor Code sections 201, 202, 203, 510 and 1194; (b) failing to provide off-duty meal and rest periods and/or pay premium wages in lieu thereof, in violation of Labor Code sections 201, 202, 203, 226.7 and 512; (c) failing to provide accurate itemized wage statements, in violation of Labor Code section 226; (d) failing to reimburse all business expenses, in violation of Labor Code section 2802; and (e) engaging in unfair business practices in violation of Business and Professions Code section 17200, et seq., the California Labor Code, and the applicable IWC Wage Orders. On October 4, 2024, Plaintiff Graham filed a First Amended Complaint adding a cause of action for penalties under PAGA. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

1.2 On July 12, 2024, Plaintiff Reveles commenced a Class Action by filing a Complaint alleging causes of action against Defendant for: (1) failure to pay minimum wages; (2) failure to pay wages and overtime; (3) recovery of reporting time pay; (4) meal periods; (5) rest periods; (6) failure to pay vacation wages; (7) failure to pay sick pay wages; (8) failure to reimburse business expenses; (9) violation of Labor Code § 226; (10) failure to keep required payroll records; (11) failure to produce requested employment records; (12) penalties pursuant to Labor Code § 203; (13) violation of Business & Professions Code § 17200., the California Labor Code, and the applicable IWC Wage Orders. On August 26, 2024, Plaintiff Reveles filed a First Amended Complaint adding a cause of action for penalties under PAGA. Defendant denies the allegations in Plaintiff Reveles' First Amended Complaint, denies any failure to comply with the laws identified in Plaintiff Reveles' First Amended Complaint and denies any and all liability for the causes of action alleged.

1.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs both gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

1.4 On April 17, 2025, the Parties participated in an all-day mediation presided over by Darren Cohen which led to this Agreement to settle the Action.

1.5 Prior to mediation, Plaintiffs obtained, through informal discovery, time and payroll data for the putative class, and figures and information regarding the class size and composition. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

1.6 The Court has not granted class certification because the Parties engaged in mediation before any class certification.

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

2. **MONETARY TERMS.**

2.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $1,548,565 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 3.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

2.2 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:

2.2.1 To Plaintiffs: Class Representative Service Payments to each of the Class Representatives of not more than $5,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

2.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be $516,188.33 and a Class Counsel Litigation Expenses Payment of not more than $50,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation 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 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or

Class Counsel Litigation 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 Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

2.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $10,990 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 $10,990, the Administrator will retain the remainder in the Net Settlement Amount.

2.2.4 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.

2.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, damages, liquidated damages, restitution, and statutory penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms by the Settlement Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

2.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis, so that the amount actually distributed equals 100% of the Net Settlement Amount.

2.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $100,000 to be paid from the Gross Settlement Amount, with 65% ($65,000) allocated to the LWDA PAGA Payment and 35% ($35,000) allocated to the Individual PAGA Payments.

2.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all

Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

2.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3. **SETTLEMENT FUNDING AND PAYMENTS.**

3.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records at the time of mediation on April 17, 2025, Defendant estimated there are 560 Class Members who collectively worked a total of 40,470 workweeks from August 1, 2020 to April 17, 2025, and 423 Aggrieved Employees who worked a total 9,692 PAGA Pay Periods from June 20, 2023 to April 17, 2025.

3.2 Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. 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. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, 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.

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3.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

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3.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

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3.4.1 The Administrator will issue checks for the Individual Class Payments and/or 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 Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within 7 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.

3.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

3.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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.

4. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

4.1 Plaintiffs' Release. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaints and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaints, Plaintiffs' PAGA Notices, or ascertained during the Actions and released under 6.2, below. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

4.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

4.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaints, or reasonably could have been alleged based on the facts stated in the Operative Complaints and/or Plaintiffs' administrative exhaustion letters submitted to the California Labor & Workforce Development Agency ("LWDA") in connection with the *Reveles* Action and the *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages, and overtime, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code violations (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 4.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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4.3 Release by Non-Participating and Participating Class Members Who Are Aggrieved Employees: All Non-Participating and Participating Class Members who are Aggrieved Employees and the State of California and the LWDA, shall release the Released Parties from any and all claims for PAGA civil penalties, interest, fees or costs alleged in and/or arising out of the facts alleged in the Operative Complaints in the *Reveles* Action and the *Graham* Action, and/or Plaintiffs' administrative exhaustion letters submitted to the LWDA arising during the PAGA Period.

5. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

5.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval a reasonable period before the filing deadline.

5.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

6. **SETTLEMENT ADMINISTRATION.**

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

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

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Deleted: are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the course of the Action

Deleted: <#>Defendant's Declaration in Support of Preliminary Approval. Within days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.¶

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Deleted: including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

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

6.4 Notice to Class Members.

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

6.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 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 with Spanish translation 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 (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.4.3 Not later than 3 business 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.

6.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 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.

6.4.5 If the Administrator, Defendant 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 person or by telephone, and 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, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

6.5 Requests for Exclusion (Opt-Outs).

6.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 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 reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

6.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably 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.

6.5.3 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' Releases under Paragraphs 4.2 and 4.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.5.4 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. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating and Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 4.3 of this Agreement and are eligible for an Individual PAGA Payment.

6.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class

Member may challenge the allocation by communicating with the Administrator via fax, email 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 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/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

6.7 Objections to Settlement.

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

6.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire 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 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

6.8 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.

6.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

6.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 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; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

6.8.3 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 (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

6.8.4 Workweek and/or 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 Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

6.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

7. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 40,470 total workweeks from August 1, 2020 through April 17, 2025. If the number of Total Workweeks encompassed within the Class Period exceeds 40,470 by more than 10%, then the Gross Settlement Amount shall be increased in proportion to the percentage increase in the number of Total Workweeks encompassed in the Class period in excess of 10%, or Defendant can choose to end the Class Period as of the day before accrual of 44,517 workweeks without an increase to the Gross Settlement Amount, at Defendant's sole discretion. For example, if the final number of total workweeks increases by 10% over 44,517 workweeks, the Gross Settlement Amount will increase by 10% or Defendant can choose to end the Settlement Class Period as of the day before accrual of 44,517, at Defendant's sole discretion. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

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8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

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

   9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later that five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

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

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

11.12 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.

11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11.15 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.

11.16 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 federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

D.Law, Inc.
Emil Davtyan
emil@d.law
David Yeremian
d.yeremian@d.law
Roman Shkodnik
r.shkodnik@d.law
Mason Doidge
m.doidge@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
(818) 962-6465

Diversity Law Group, P.C.
Larry W. Lee
Kristen M. Agnew
Max W. Gavron
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
lwlee@diversitylaw.com

kagnew@diversitylaw.com
mgavron@diversitylaw.com

To Defendant:

Sean M. Bothamley (State Bar No. 300100)
Elise G. Dvorochkin (State Bar No. 326360)
JACKSON LEWIS P.C.
160 W. Santa Clara St., Suite 400
San Jose, California 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290
E-mail: Sean.Bothamley@jacksonlewis.com
E-mail: Elise.Dvorochkin@jacksonlewis.com

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. 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.

11.19 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.20 Enforcement. The Parties intend this Agreement to be enforceable pursuant to CCP section 664.6. The Parties agree that should any party be required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

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___________________________________ For Plaintiff Graham. Date: __________

___________________________________ For Plaintiff Reveles. Date: __________

___________________________________ For Defendant. Date: __________

____________________________________ Counsel For Plaintiff Graham. Date: _____

____________________________________ Counsel For Plaintiff Reveles. Date: _____

____________________________________ Counsel For Defendant. Date: __________

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

Semaj Graham, et al. v. 4283929 Delaware LLC; Darren Reveles, et al. v. 4283929 Delaware LLC, dba West Coast Pet Memorial Services, et al.

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from employee class action lawsuits ("Actions") against 4283929 Delaware LLC dba West Coast Pet Memorial Services (abbreviate name; "4283929 Delaware LLC," is used herein as a placeholder) for alleged wage and hour violations. The Actions were filed by former 4283929 Delaware LLC employees Semaj Graham and Darren Reveles (collectively "Plaintiffs") and seek payment of (1) back wages and other relief for a class of non-exempt employees ("Class Members") who worked for 4283929 Delaware LLC during the Class Period (August 2, 2020 through June 16, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all employees who worked for 4283929 Delaware LLC during the PAGA Period (June 20, 2023 through June 16, 2025) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring 4283929 Delaware LLC to fund Individual Class Payments, and (2) a PAGA Settlement requiring 4283929 Delaware LLC to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on 4283929 Delaware LLC's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $______ (less withholding) and your Individual PAGA Payment is estimated to be $______**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to 4283929 Delaware LLC'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 4283929 Delaware LLC's records showing that **you worked ______ workweeks** during the Class Period and **you worked ______ workweeks** during the PAGA Period. If you believe that you worked more workweeks 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 not act. Read this Notice carefully. You will be deemed to have carefully 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires 4283929 Delaware LLC to make payments under the Settlement and requires Class

Members and Aggrieved Employees to give up their rights to assert certain claims against 4283929 Delaware LLC.

If you worked for 4283929 Delaware LLC 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 4283929 Delaware LLC.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the 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 Class Period wage claims against 4283929 Delaware LLC, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

4283929 Delaware LLC will not retaliate against you for any actions you 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 4283929 Delaware LLC that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** Response Deadline	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. 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. 4283929 Delaware LLC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The

to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** Response Deadline	Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by Response Deadline	The amount of your Individual Class Payment and 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to 4283929 Delaware LLC's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by Response Deadline. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former 4283929 Delaware LLC employees. The Actions accuse 4283929 Delaware LLC of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: D.Law, Inc. and Diversity Law Group, P.C. ("Class Counsel.")

4283929 Delaware LLC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether 4283929 Delaware LLC or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and 4283929 Delaware LLC hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) 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, Plaintiffs and 4283929 Delaware LLC 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, 4283929 Delaware LLC does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) 4283929 Delaware LLC 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 Aggrieved 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. 4283929 Delaware LLC Will Pay $ 1,548,565 as the Gross Settlement Amount (Gross Settlement). 4283929 Delaware LLC has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, 4283929 Delaware LLC will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

    a. Up to $516,188.33 – one-third of the Gross Settlement Amount to Class Counsel for attorneys' fees and up to $50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    b. Up to $5,000 to each of the Plaintiffs as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

    c. Up to $10,990 to the Administrator for services administering the Settlement.

d. Up to $100,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved 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 Amount (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. Plaintiffs and 4283929 Delaware LLC are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. 4283929 Delaware LLC 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 Plaintiffs and 4283929 Delaware LLC 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.

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 California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 Response Deadline, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's

name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. 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 4283929 Delaware LLC.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against 4283929 Delaware LLC 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and 4283929 Delaware LLC have agreed that, in either case, the Settlement will be void: 4283929 Delaware LLC will not pay any money and Class Members will not release any claims against 4283929 Delaware LLC.

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail 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.

9. Participating Class Members' Release. After the Judgment is final and 4283929 Delaware LLC has fully funded the Gross Settlement Amount and separately 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 4283929 Delaware LLC or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaints, or reasonably could have been alleged based on the facts stated in the Operative Complaints and/or Plaintiffs' administrative exhaustion letters submitted to the California Labor &

Workforce Development Agency ("LWDA") in connection with the *Reveles* Action and the *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages, and overtime, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code violations (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 4.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and 4283929 Delaware LLC has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against 4283929 Delaware LLC, whether or not they exclude themselves from the Settlement. This means that all Aggrieved 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 4283929 Delaware LLC or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

    The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

    All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from any and all claims for PAGA civil penalties, interest, fees or costs alleged in and/or arising out of the facts alleged in the Operative Complaints in the *Reveles* Action and the *Graham* Action, and/or Plaintiffs' administrative exhaustion letters submitted to the LWDA arising during the PAGA Period.

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.

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Deleted: all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the course of the Action

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $100,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved 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 4283929 Delaware LLC's records, are stated in the first page of this Notice. You have until ______________ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email 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 4283929 Delaware LLC's calculation of Workweeks and/or Pay Periods based on 4283929 Delaware LLC'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 4283929 Delaware LLC's Counsel. The Administrator's decision is final. You can't 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 Aggrieved 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 Aggrieved 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 personally sign your request, identify the Actions as *Semaj Graham, et al. v. 4283929 Delaware*

LLC and *Darren Reveles, et al. v. 4283929 Delaware LLC, dba West Coast Pet Memorial Services, et al*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and 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. **The Administrator must be sent your request to be excluded by** Response Deadline**, or it will be invalid**. Section 9 of the Notice has the Administrator's contact information.

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 Plaintiffs and 4283929 Delaware LLC are asking the Court to approve. At least _____ days before the ______________ Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website ___________________________ or the Court's website ___________________________.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is** Response Deadline. 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 Actions *Semaj Graham, et al. v. 4283929 Delaware LLC* and include your name, current address, telephone number, and approximate dates of employment for 4283929 Delaware LLC 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 cost) 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 (immediately below) 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 ______________ at ________ in Department 7 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom. 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 4283929 Delaware LLC and Plaintiffs 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 Apex Class Action Administration's website at _________________________. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.lacourt.org/CaseSummaryv2) and entering the Case Number for the Action, Case No. 24STCV19351. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Name of Company: Apex Class Action LLC
Email Address: Sean@apexclassaction.com
Mailing Address: 18 Technology Drive, Suite 154 Irvine, CA 92618
Telephone: +1 (800) 355-0700

Deleted: Fax Number: ¶

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. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

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.

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EXHIBIT D