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12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN FRANCISCO**
15

16 **Estephany Gonzalez Salazar,**
17 individually and on behalf of all similarly
situated individuals,

18 Plaintiff,

19 vs.

20 **PNC Management, LLC**, a Delaware
21 Limited Liability Company; and **Does 1-100**,
22 inclusive;

23 Defendant.

CASE NO. CGC-24-618497

[Assigned to the Honorable Ethan P.
Schulman, Dept. 304]

CLASS ACTION

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

Complaint Filed: September 26, 2024

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Attorneys for Defendant
PNC MANAGEMENT, LLC

1 This Joint Stipulation of Settlement and Release of Class and PAGA Action
2 (“Agreement” or “Settlement Agreement”) is made and entered into by and between
3 Plaintiff Estephany Gonzalez Salazar (“Plaintiff” or “Class Representative”), individually
4 and on behalf of all other similarly situated individuals and PNC Management, LLC
5 (“Defendant”). Plaintiff and Defendant may be referred to herein as the “Parties,”
6 singularly as a “Party,” or by their designated names.

7 This Agreement is subject to the approval of the Court and is made for the sole
8 purpose of attempting to consummate settlement of the Action on a class-wide basis
9 subject to the following terms and conditions.

10 This Settlement Agreement shall be binding on Plaintiff, the Settlement Class, and
11 the Aggrieved Employees, on the one hand, and Defendant, on the other hand, subject to
12 the terms and conditions hereof and the approval of the Court.

13 **RECITALS**

14 1. Plaintiff Estephany Gonzalez Salazar filed her complaint on September 26,
15 2024 in the San Francisco County Superior Court where it is entitled *Estephany Gonzalez*
16 *Salazar v. PNC Management, LLC et al.*, Case No. CGC-24-618497 (the “Action”). The
17 Action asserted the following class-wide causes of action for: (1) failure to pay minimum
18 wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium
19 pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5)
20 failure to provide and maintain accurate records (e.g., wage statements); (6) failure to
21 reimburse necessary business expenses; and (7) Unlawful Business Practices, Cal. Bus. &
22 Prof. Code §§ 17200, et seq.

23 2. On December 3, 2024, Plaintiff filed a First Amended Complaint adding
24 additional causes of action for: (1) failure to pay wages when due; (2) civil penalties under
25 the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq.
26 (“PAGA”).

27 3. On July 21, 2025, the Court granted the Parties’ stipulation to dismiss co-
28 defendants Johnny Kamon and Gavin Ripp without prejudice.

1 4. Defendant denies all material allegations set forth in the Action and have
2 asserted numerous affirmative and other defenses in response to the Class, PAGA, and
3 individual claims. Defendant contends it has complied with the California Labor Code, the
4 California Business & Professions Code, the applicable IWC Wage Orders, and all other
5 applicable California and Federal laws. Nonetheless, Defendant has concluded that further
6 litigation would be protracted and expensive, and would also divert Defendant's resources
7 away from its core mission. Defendant has therefore concluded that it is desirable that the
8 litigation be resolved upon the terms and conditions set forth in this Stipulation.

9 5. On May 5, 2025, the Parties participated in a full-day of mediation with Hon.
10 Peter Lichtman (the "Mediator"), a well-respected mediator in the field of employment law
11 and wage-and-hour class actions. Although the matter did not resolve at mediation, the
12 Parties continued engaging in negotiations for several months thereafter, following
13 extensive litigation, including Plaintiff's Motion to Enjoin Individual Settlements, and
14 ultimately agreed to the principal terms reflected in this Stipulation.

15 6. Starting on or about August 1, 2025, Defendant had settlement discussions
16 with certain Class Members that resulted in individual settlements between Defendant and
17 those Class Members who elected to accept Defendant's settlement offers to individually
18 resolve disputed claims in this Lawsuit ("Direct Settlement Program Participants"). The
19 Direct Settlement Program Participants received settlement payments and entered into
20 individual settlement agreements with Defendant ("Direct Settlement Agreements"). On
21 November 25, 2025, at Plaintiff's request, the Court issued an Order in connection with
22 Plaintiff's Motion to Enjoin Defendants From Further Contact And Set Aside Prior
23 Settlements with Putative Class Members; Request for Monetary Sanctions. In ruling on
24 that Motion, the Court ordered Defendant to send a curative notice to Direct Settlement
25 Participants, advising them of Court-ordered modifications to the Direct Settlement
26 Agreements and providing them with the opportunity to affirm the Direct Settlement
27 Agreements. On January 26, 2026, after reviewing the Parties' Notice of Settlement, and
28 based on the Parties' stipulation, the Court dispensed of the need to send a curative notice.

1 7. The formal and informal discovery conducted in this matter, as well as
2 discussions between counsel, have been adequate to give the Class Representative and
3 Class Counsel a sound understanding of the merits of their positions, to evaluate the risks
4 of litigation and the value of the Settlement Class's claims, and to compromise the issues
5 on a fair and equitable basis.

6 8. The settlement discussions during and after mediation were conducted at
7 arm's length and the settlement of the Action is the result of an informed and detailed
8 analysis of Defendant's potential liability in relation to the costs and risks associated with
9 continued litigation.

10 9. Plaintiff and Class Counsel believe that the claims, causes of action,
11 allegations, and contentions asserted in the Action have merit. However, Plaintiff and
12 Class Counsel recognize and acknowledge the expense and delay of continued lengthy
13 proceedings necessary to prosecute the Action against Defendant through trial and
14 appeals. Class Counsel has taken into account: 1) the uncertain outcome of the litigation;
15 2) the risk of continued litigation in complex actions such as this lawsuit; 3) the difficulties
16 and delays inherent in such litigation; 4) the potential difficulty of obtaining certification
17 of the Action and various subclasses; and 5) the potential risk of trying the claims of the
18 class. Class Counsel is mindful of the potential problems of proof under, and possible
19 defenses to, the claims alleged in the Action and litigation of those claims on a class-wide
20 basis.

21 10. Class Counsel believes that the Settlement set forth in this Settlement
22 Agreement confers substantial benefits upon Plaintiff and the Class Members, and that an
23 independent review of this Settlement Agreement by the Court in the approval process will
24 confirm this conclusion. Based on their own independent investigation and evaluation,
25 Class Counsel has determined that the Settlement set forth in the Stipulation is in the best
26 interests of Plaintiff and the Class Members.

27 11. Based on the data and documents produced during discovery and in response
28 to Plaintiff's Labor Code sections 226 and 1198.5 records request, Class Counsels' own

1 independent investigation and evaluation, Class Counsel believes that Plaintiff's
2 settlement with Defendant for the consideration provided and on the terms set forth in
3 this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of
4 the Class Members in light of all known facts and circumstances, including the risk of
5 significant delay and uncertainty associated with litigation, various defenses asserted by
6 Defendant, the contested legal and factual issues involved, and potential appellate issues.

7 12. This Settlement Agreement is made and entered into by and between
8 Plaintiff individually and on behalf of all other allegedly similarly situated Aggrieved
9 Employees and Settlement Class Members on the one hand, and Defendant on the other
10 hand. This Settlement Agreement is subject to the terms and conditions hereof, as well as
11 the Court's approval. The Parties expressly acknowledge that this Agreement is entered
12 into solely for the purpose of compromising disputed claims and that nothing herein is an
13 admission of any liability or wrongdoing by Defendant. If, for any reason the Settlement
14 Agreement is not approved, it will be of no force or effect, and the Parties shall be returned
15 to their original respective positions.

16 13. The Parties agree to abide by the terms of the Settlement Agreement in good
17 faith and to support the Settlement Agreement fully and to use their best efforts to defend
18 this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

19 DEFINITIONS

20 The following definitions are applicable to this Settlement Agreement. Definitions
21 contained elsewhere in this Settlement Agreement will also be effective:

22 14. "**Action**" means *Estephany Gonzalez Salazar v. PNC Management, LLC et*
23 *al.* Case No. CGC-24-618497, filed in San Francisco County Superior Court on September
24 26, 2024.

25 15. "**Aggrieved Employees**" means those Class Members who worked for
26 Defendant within the **PAGA Period**.

27 16. "**Class Counsels' Fees and Costs**" means the attorneys' fees agreed upon
28 by the Parties and approved by the Court for Class Counsels' litigation and resolution of

1 this Action. Class Counsels' Fees and Costs shall include all costs incurred and to be
2 incurred by Class Counsel in the Action, including, but not limited to, costs associated with
3 documenting the Settlement, securing the Court's approval of the Settlement, responding
4 to any objections to the settlement and appeals arising therefrom, administering the
5 Settlement, and obtaining entry of a Judgment terminating this Action, and expenses for
6 any experts. Class Counsel will request attorneys' fees not in excess of one-third of the
7 Maximum Settlement Amount (i.e., up to Two Hundred Fifty Nine Thousand Two
8 Hundred Ten Dollars Only (\$259,210.00)).¹ Class Counsels' Fees and Costs will also mean
9 and include the additional reimbursement of Class Counsels' actual reasonable costs
10 incurred in connection with Class Counsels' litigation and settlement of the Action, up to
11 Thirty Thousand Dollars and Zero Cents (\$30,000.00), subject to the Court's approval.
12 Defendant agrees not to oppose Class Counsels' request for fees and reimbursement of
13 costs as set forth above.

14 17. **"Class Counsel"** means Elliot J. Siegel of King & Siegel LLP and Navid
15 Barahmand of Barahmand Law Group.

16 18. **"Class List"** means a complete list of all Class Members that Defendant will
17 diligently and in good faith compile from their records and provide to the Settlement
18 Administrator within ten calendar days after Preliminary Approval of this Settlement. The
19 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will
20 include, to the extent in the possession of Defendant or its agents, Class Members' names;
21 last-known addresses; last-known telephone numbers; last-known email address; social
22 security numbers; start dates of employment; end dates of employment; number of weeks
23 worked by each Class Member during the Class Period; and the number of pay periods
24 worked by each Aggrieved Employee during the PAGA Period.

25 19. **"Class Member(s)," "Settlement Class," "Settlement Class**
26

27 ¹ For the avoidance of doubt, if the Escalator Clause is triggered and the Maximum
28 Settlement Amount increases, Class Counsel shall have the right to seek attorney's fees
up to one-third of the increased Maximum Settlement Amount

1 **Members,”** or the “**Class**” means the following: “*All persons who worked at least one*
2 *3.5-hour shift as a non-exempt PNC Management employee in the State of California*
3 *from the period September 26, 2020 through May 5, 2025, inclusive.*”

4 20. “**Class Size Representation**”: Defendant represent that there are 520
5 Class Members during the period from September 26, 2020 through May 5, 2025 and that
6 these Class Members worked a combined 25,921 workweeks during that same period. This
7 representation is a material term for Plaintiff entering into this Stipulation.

8 21. “**Class Period**” is the period from September 26, 2020 to May 5, 2025,
9 inclusive.

10 22. “**Class Representative**” means Plaintiff Estephany Gonzalez Salazar who
11 will seek to be appointed as the Representative for the Settlement Class.

12 23. “**Class Representative Enhancement Payment**” means the amounts to
13 be paid to Plaintiff in recognition of her efforts and work in prosecuting the Action on
14 behalf of Class Members and negotiating the Settlement. Defendant agrees not to dispute
15 that the Class Representative will be paid, subject to Court approval, up to \$10,000 from
16 the Maximum Settlement Amount for her services on behalf of the class, subject to the
17 Court granting Final Approval of this Settlement Agreement. Should the Court reduce the
18 Class Representative Enhancement Payment, any such reduction shall revert to the Net
19 Settlement distributed to Participating Class Members.

20 24. “**Court**” means the Superior Court in the County of San Francisco.

21 25. “**Defendant(s)**” means Defendant PNC Management, LLC.

22 26. “**Effective Date**” means the date on which the settlement embodied in this
23 Settlement Agreement shall become effective and is the date after all of the following
24 events have occurred: (i) this Settlement Agreement has been executed by Plaintiff and
25 Defendant; (ii) the Court has given Preliminary Approval to the Settlement, including
26 approving a provisional Settlement Class; (iii) notice has been given to the putative
27 members of the Settlement Class, providing them with an opportunity to object to the
28 terms of the Settlement or to opt-out of the Settlement; and (iv) *either* (1) the Court has

1 held a formal fairness hearing and, having heard no objections to the Settlement, has given
2 Final Approval to the Settlement, including entering a final order and judgment certifying
3 the Class and approving this Settlement Agreement (“Judgment”); or (2) in the event there
4 are oral or written objections filed prior to or at the formal fairness hearing which are not
5 later withdrawn or denied, the later of the following events: (a) five (5) business days after
6 the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s
7 Judgment have elapsed without any appeal, writ, or other appellate proceeding having
8 been filed; or (b) if a timely appeal, writ, or other appellate proceeding is filed, five (5)
9 business days after the appellate court affirms the Judgment and issues a remittitur. For
10 the avoidance of doubt, if, following an appeal, writ, or other appellate proceeding, the
11 Judgement is not affirmed, this Agreement shall be neither effective nor binding.

12 27. **“Individual Class Payment”** means each Participating Class Member’s
13 share of the Net Settlement Amount, to be distributed to the Class Members who do not
14 submit a valid Request for Exclusion, to be paid without the need to submit a claim.

15 28. **“Individual PAGA Payment”** means each Aggrieved Employee’s pro rata
16 share of the 35% of the Labor and Workforce Development Agency Payment allocated to
17 the Aggrieved Employees. Aggrieved Employees will receive their Individual PAGA
18 Payment regardless of whether they submit a valid Request for Exclusion.

19 29. **“Labor and Workforce Development Agency Payment”** means the
20 amount that the Parties have agreed that Defendant will pay in connection with Plaintiff’s
21 Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*
22 (“PAGA”)) cause of action. The Parties have agreed that Seventy-Eight Thousand Dollars
23 and Zero Cents (\$78,000.00) of the Maximum Settlement Amount will be allocated to the
24 resolution of the Aggrieved Employees’ claims arising under PAGA (“PAGA Settlement
25 Amount”). Pursuant to PAGA, Sixty-Five Percent (65%), or Fifty Thousand Seven Hundred
26 Dollars and Zero Cents (\$50,700.00), of the PAGA Settlement Amount will be paid to the
27 California Labor and Workforce Development Agency (“LWDA”), and Thirty-Five Percent
28 (35%), or Twenty-Seven Thousand Three Hundred Dollars and Zero Cents (\$27,300.00),

1 of the PAGA Settlement Amount will be paid to the allegedly Aggrieved Employees, as part
2 of the Net Settlement Amount.

3 30. **“Maximum Settlement Amount”** (“MSA”) means the maximum
4 settlement amount of Seven Hundred Seventy-Seven Thousand Six Hundred Thirty
5 Dollars and Zero Cents (\$777,630.00) to be paid by Defendant in full satisfaction of all
6 claims arising from the Action. The Maximum Settlement Amount shall include all
7 Individual Class Payments to Participating Class Members, Individual PAGA Payments to
8 Aggrieved Employees, the Class Representative Enhancement Payment, Settlement
9 Administration Costs to the Settlement Administrator, the Labor and Workforce
10 Development Agency Payment, and the Class Counsels’ Fees and Costs. The MSA shall *not*
11 include employer-side employer-side payroll, or other, taxes, which Defendant agrees that
12 it is responsible for and are to be paid in addition to the Maximum Settlement Amount.
13 The Maximum Settlement Amount is non-reversionary.

14 31. **“Net Settlement Amount”** means the portion of the Maximum Settlement
15 Amount remaining after deduction of the approved Class Representative Enhancement
16 Payment, Settlement Administration Costs, the PAGA Settlement, and Class Counsels’
17 Fees and Costs. The Net Settlement Amount will be distributed to Participating Class
18 Members.

19 32. **“Notice of Objection”** means a Class Member’s valid and timely written
20 objection to the Settlement Agreement. For the Notice of Objection to be valid, it must
21 include: (a) the objector’s full name, signature, address, telephone number, and the last
22 four digits of the objector’s social security number, (b) the dates the objector was employed
23 by Defendant in California, (c) a written statement of all grounds for the objection
24 accompanied by any legal support for such objection, and (d) copies of any papers, briefs,
25 or other documents upon which the objection is based.

26 33. **“Notice”** means the Notice of Class Action Settlement, substantially in the
27 form attached as **Exhibit A**.

28 34. **“PAGA Period”** shall run from September 25, 2023 to May 5, 2025,

1 inclusive.

2 35. **“PAGA Release Period”** means the period from September 25, 2023 to
3 May 5, 2025, inclusive.

4 36. **“Participating Class Members”** means all Class Members who do not
5 submit valid and timely Requests for Exclusion.

6 37. **“Parties”** means Plaintiff and Defendant, collectively.

7 38. **“Plaintiff”** or **“Named Plaintiff”** or **“Class Representative”** means
8 Estephany Gonzalez Salazar.

9 39. **“Preliminary Approval”** means the Court order granting preliminary
10 approval of the Settlement in an order in substantially the same form as the order attached
11 as **Exhibit B**.

12 40. **“Final Approval”** means the Court granting final approval of the
13 Settlement and entering final judgement in an order in substantially the same form as the
14 order attached as **Exhibit C**.

15 41. **“Released Class Claims”** means those claims asserted in the Complaint
16 and First Amended Complaint or that reasonably could have been alleged based on the
17 factual allegations contained in the operative complaint or LWDA letter, including but not
18 limited to all of the following claims for relief: (1) failure to pay minimum and regular
19 wages; (2) failure to pay overtime wages; (3) failure to provide compliant meal periods or
20 premium pay in lieu thereof; (4) failure to provide compliant rest periods or premium pay
21 in lieu thereof; (5) failure to provide and maintain compliant and accurate wage statements
22 and records; (6) failure to pay wages when due (both during and at the termination of
23 employment); (7) failure to reimburse necessary business expenses; (8) civil penalties
24 under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et
25 seq. (“PAGA”); and (9) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, et
26 seq. It is the intent of the Parties that the judgment entered by the Court upon Final
27 Approval of the Settlement shall have *res judicata* and/or collateral estoppel effect and be
28 final and binding upon Plaintiff and all Participating Class Members regarding all of the

1 Released Class Claims. To the extent necessary to empower the Court to approve this
2 Agreement and scope of the Released Class Claims herein, Plaintiff agrees to amend or
3 supplement the First Amended Complaint and/or her PAGA Notice(s). The Release will be
4 conditional until the latter of the Effective Date and full funding of the MSA by Defendant,
5 after which it will become absolute.

6 42. “**Class Release Period**” is the period from September 26, 2020 to May 5,
7 2025, inclusive.

8 43. “**Released PAGA Claims**” means the release of claims for civil penalties
9 under PAGA asserted in Plaintiff’s LWDA letters, or that reasonably could have been
10 asserted based on the factual allegations contained therein. Plaintiff agrees that the
11 predicate violations for civil penalties being released through the PAGA Released Claims
12 shall include and encompass any failure by Defendant to pay minimum, regular, and
13 overtime wages, provide compliant meal and rest periods and associated premiums, timely
14 pay wages during employment, timely pay wages upon termination, provide compliant and
15 accurate wage statements, maintain complete and accurate records, and failure to
16 reimburse necessary business-related expenses and costs. It is the intent of the Parties that
17 the judgment entered by the Court upon Final Approval of the Settlement shall have res
18 judicata and/or collateral estoppel effect and be final and binding upon Plaintiff, the State
19 of California, and all Aggrieved Employees regarding all of the Released PAGA Claims. To
20 the extent necessary to empower the Court to approve this Agreement and scope of the
21 Released PAGA Claims herein, Plaintiff agrees to amend or supplement the First Amended
22 Complaint and/or her PAGA Notice(s). The Released PAGA Claims shall be released
23 through the PAGA Release Period. No Aggrieved Employee may opt out of the PAGA
24 Release and will be bound by this Release regardless of whether they cash their Individual
25 PAGA Payment or request exclusion from the Settlement. The Release will be conditional
26 until the latter of the Effective Date and full funding of the MSA by Defendant, after which
27 it will become absolute.

28 44. “**Released Parties**” shall mean Defendant PNC Management, LLC, as well

1 as and its past and present agents, officers, directors, employees, attorneys, parents,
2 subsidiaries, Defendant's acquired entities, agents, joint employers, investors,
3 shareholders, and assigns.

4 45. **"Request for Exclusion"** means a timely letter submitted by a Class
5 Member indicating a request to be excluded from the Settlement. The Request for
6 Exclusion shall include the Class Members' name and information needed to be properly
7 identified and indicate the desire to opt out of the settlement. Such information should
8 include the name, address, telephone number, and the last four digits of the Social Security
9 Number of the Class Member requesting exclusion. It must be returned by first class mail
10 or equivalent to the Settlement Administrator at the specified address and be postmarked
11 on or before the Response Deadline. The date of the postmark on the return mailing
12 envelope will be the exclusive means to determine whether a Request for Exclusion has
13 been timely submitted. A Class Member who does not request exclusion from the
14 Settlement will be deemed a Participating Class Member and will be bound by all terms of
15 the Settlement, if the Settlement is granted Final Approval by the Court.

16 46. **"Response Deadline"** means the deadline by which Class Members must
17 postmark to the Settlement Administrator valid Requests for Exclusion, or file and serve
18 objections to the Settlement. The Response Deadline will be 30 calendar days from the
19 initial mailing of the Notice by the Settlement Administrator, unless that day falls on a
20 Sunday or federal holiday, in which case the Response Deadline will be extended to the
21 next day on which the U.S. Postal Service is open. The Response Deadline for Objections
22 or Requests for Exclusion will be extended fifteen (15) calendar days for any Class Member
23 who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a
24 Sunday or federal holiday, in which case the Response Deadline will be extended to the
25 next day on which the U.S. Postal Service is open. The Response Deadline may also be
26 extended by agreement between Class Counsel and Defendant or by Order of the Court.
27 Under no circumstances, however, will the Settlement Administrator have the authority to
28 extend the deadline for Class Members to submit a Request for Exclusion, or objection to

1 the Settlement other than as provided herein.

2 47. “**Settlement**” or “**Stipulation**” means the Parties’ agreement to resolve the
3 Action on terms and conditions as set forth in this Settlement Agreement.

4 48. “**Settlement Administrator**” means a third-party class action settlement
5 claims administrator selected by the Parties and approved by the Court for purposes of
6 administering this Settlement. The Parties have selected Phoenix Class Action
7 Administration Solutions. The Parties each represent that they do not have any financial
8 interest in or other relationship with Phoenix that could create a conflict of interest.

9 49. “**Settlement Administration Costs**” means the costs payable from the
10 Maximum Settlement Amount to the Settlement Administrator for administering this
11 Settlement, including, but not limited to, printing, distributing, and tracking documents
12 for this Settlement, calculating estimated amounts per Class Member, tax reporting,
13 distributing the appropriate settlement amounts, and providing necessary reports and
14 declarations, and other duties and responsibilities set forth herein to process this
15 Settlement, and as requested by the Parties. The Settlement Administration Costs will be
16 paid from the Maximum Settlement Amount and shall not exceed \$20,000.00—however,
17 Phoenix has submitted a capped bid at \$10,500. Plaintiff, Plaintiff’s counsel, Defendant,
18 and Defendant’s counsel shall not bear any responsibility for errors or omissions in the
19 calculation or distribution of the settlement payments or development of the list of
20 recipients of settlement payments or any increase in the fees of the Settlement
21 Administrator that may result from such errors or omissions.

22 50. “**Workweeks**” means the number of weeks worked by each Class Member
23 as a non-exempt employee during the Class Period. Workweeks are determined by
24 calculating the number of days each Class Member worked during the Class Period and
25 dividing by seven (7). Partial workweeks will not be counted, meaning incomplete
26 workweeks will be rounded down; however, a Class Member who worked only one day
27 during the Class Period will be credited with having worked one Workweek for purposes
28 of the Settlement.

CLASS CERTIFICATION

51. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. If the Settlement is not approved by the Court, Defendant retains all rights and opportunities to contest class certification on all issues in the Action. More specifically, the Parties stipulate and agree for purposes of this Settlement only that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

b. There are common questions of law and fact including, but not limited to, the following:

i. Whether Defendant had a common policy and/or practice of requiring Class Members to remain under Defendant's control and direction while off-the-clock;

ii. Whether Defendant was required to pay Class Members at least minimum wages for all time spent under its control and direction;

iii. Whether Defendant paid Class Members all owed minimum wages;

iv. Whether Defendant's policies and/or practices required Class Members to work over eight hours per day or over forty hours per week without being paid all legally required overtime compensation;

v. Whether Defendant unlawfully and/or willfully failed to compensate Class Members required overtime wages;

vi. Whether Defendant has a common policy and/or practice of authorizing compliant meal periods to all non-exempt employees;

vii. Whether Defendant has a common policy and/or practice of permitting compliant rest periods to all non-exempt employees;

viii. Whether Defendant has a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

ix. Whether Defendant unlawfully and/or willfully deprived Class Members of

1 compliant, off-duty meal and/or rest periods;

2 x. Whether Defendant paid Class Members all required premium wages for non-
3 compliant meal and/or rest periods;

4 xi. Whether Defendant has a common policy and/or practice of failing to
5 maintain accurate payroll records in the State of California;

6 xii. Whether Defendant unlawfully and/or willfully failed to maintain accurate
7 payroll records in the State of California;

8 xiii. Whether Defendant has a policy and/or practice of failing to provide accurate
9 wage statements reflecting hours worked and wages earned by Class Members;

10 xiv. Whether Defendant unlawfully and/or willfully failed to provide accurate
11 wage statements reflecting hours worked and wages earned by Class Members;

12 xv. Whether Defendant has a common policy and/or practice of failing to
13 reimburse Plaintiff and Class Members for reasonable business expenses;

14 xvi. Whether Plaintiff and Class Members sustained damages as a result of any of
15 the aforementioned violations, and, if so, the proper measure of those
16 damages, including interest, penalties, costs, attorneys' fees, and equitable
17 relief;

18 xvii. Whether Defendant violated the Unfair Competition Law, Cal. Bus. & Prof.
19 Code § 17200, et seq., by violating the above provisions of law; and

20 xviii. Whether Defendant violated the Unfair Competition Law, Cal. Bus. & Prof.
21 Code § 17200, et seq., by treating Plaintiff and Class Members unfairly by
22 depriving them of rest and/or meal periods, failing to provide them with
23 compensation in lieu of meal and/or rest periods, failing to compensate them
24 for all wages earned, failing to pay wages upon termination, and failing to
25 furnish accurate and timely itemized wage statements upon payment of wages.

26 c. That the Class Representative's claims are typical of the claims of the
27 members of the Settlement Class.

28 d. That the Class Representative and Class Counsel will fairly and adequately

1 protect the interests of the Settlement Class.

2 e. That the prosecution of separate actions by individual members of the
3 Settlement Class would create the risk of inconsistent or varying adjudications, which
4 would establish incompatible standards of conduct.

5 f. That questions of law and fact common to the members of the Settlement
6 Class predominate over any questions affecting any individual member in such Class, and
7 that a class action is superior to other available means for the fair and efficient adjudication
8 of the controversy.

9 g. The Parties agree that this stipulation regarding class certification is for the
10 sole purpose of facilitating settlement approval. Should the Court ultimately deny
11 settlement approval, the Parties agree that Defendant maintains and has the right to
12 contend that class certification, for all the issues enumerated herein, is improper based
13 upon all defenses available to Defendant prior to execution of this Stipulation.

14 **TERMS OF AGREEMENT**

15 NOW, THEREFORE, for and in consideration of the mutual covenants, promises,
16 and agreements set forth herein, the sufficiency of which is hereby acknowledged, the
17 Parties agree, subject to the Court's approval, as follows:

18 52. Funding of the Maximum Settlement Amount. Within seven (7) calendar
19 days after the Effective Date, the Settlement Administrator will provide the Parties with
20 an accounting of the amounts to be paid by Defendant pursuant to the terms of the
21 Settlement, including the amount of the employer contribution for payroll taxes to be paid
22 by Defendant. Defendant will make the required deposit of the Maximum Settlement
23 Amount in the amount of \$777,630.00 for full and final settlement of this Action in two
24 equal installments.

25 53. The first installment of shall be paid within 30 calendar days of the Effective
26 Date. The second installment shall be paid 180 calendar days after the date of the first
27 installment.

28 54. In paying the MSA, Defendant shall receive a setoff credit for funds paid to

1 employees as a result of the Direct Settlement Program, which Defendant represents, that
2 to the best of its knowledge, is Sixty-Six Thousand Five Hundred and Seventy-Four Dollars
3 and Zero Cents (\$66,574.00) (“Setoff Amount”). Thus, the Setoff Amount shall be
4 deducted from and count as payment against the MSA. Therefore, Defendant’s financial
5 obligations in relation to this Agreement shall be limited to funding the MSA in the amount
6 of Seven Hundred and Eleven Thousand Fifty Six Dollars and Zero Cents (\$711,056.00)
7 (“Remainder Amount”) (or an alternative amount if the Setoff Amount is determined to be
8 greater or less than \$66,574.00) in two equal installments of Three Hundred and Fifty-
9 Five Thousand Five Hundred and Twenty Eight Dollars and Zero Cents (\$355,528.00).
10 Defendant shall also pay payroll taxes in addition to this amount.

11 55. Timing of Disbursements. Within seven (7) calendar days following receipt
12 of the first installment of the Remainder Amount, to the extent sufficient funds exist, the
13 Settlement Administrator shall, subject to Court approval, issue payments to: (a) the Class
14 Representative; (b) Class Counsel for one-half (1/2) of the Class Counsels’ Fees and Costs.
15 Within seven (7) days following receipt of the second installment and full funding of the
16 Remainder Amount, which shall be deemed to fully satisfy the Maximum Settlement
17 Amount, the Settlement Administrator shall, issue payments to: (c) Participating Class
18 Members; (d) the Labor and Workforce Development Agency; (e) the Settlement
19 Administrator.

20 56. Class Counsels’ Fees and Costs. Defendant agrees not to oppose or impede
21 any application or motion by Class Counsel for Class Counsels’ Fees and Costs of up to one-
22 third of the Maximum Settlement Amount, or \$259,210.00, plus the reimbursement of
23 actual reasonable costs and expenses incurred in connection with Class Counsels’ litigation
24 and settlement of the Action, up to Thirty Thousand Dollars and Zero Cents (\$30,000),
25 both of which will be paid from the Maximum Settlement Amount.² In the event the Court
26

27 ² For the avoidance of doubt, if the Escalator Clause is triggered and the Maximum
28 Settlement Amount increases, Class Counsel shall have the right to seek attorney’s fees
up to one-third of the increased Maximum Settlement Amount.

1 reduces or does not approve the Class Counsel's Fees and Costs as requested, neither
2 Plaintiff nor Plaintiff's Counsel shall have the right to revoke this Settlement. Instead, it
3 shall remain binding.

4 57. Class Representative Enhancement Payment. In recognition of her efforts
5 and work in prosecuting the Action on behalf of Class Members and the Aggrieved
6 Employees and in negotiating the Settlement, Defendant agrees not to oppose or impede
7 any application or motion for a Class Representative Enhancement Payment Named
8 Plaintiff of up to a total of \$10,000, subject to the Court's approval. The Class
9 Representative Enhancement Payment, which will be paid from the Maximum Settlement
10 Amount, is in addition to the payment to which she is entitled to as Settlement Class
11 Member or is entitled to as part of Plaintiff's Individual Class Payment. In the event the
12 Court reduces or does not approve the Class Representative Enhancement Payment as
13 requested, neither Plaintiff nor Plaintiff's Counsel shall have the right to revoke this
14 Settlement. Instead, it shall remain binding.

15 58. Settlement Administration Costs. The Settlement Administrator will be paid
16 for the reasonable costs of administration of the Settlement and distribution of payments
17 from the Maximum Settlement Amount, which is capped at no more than \$20,000.00.
18 These costs, which will be paid from the Maximum Settlement Amount, will include, for
19 instance, costs incurred for the required tax reporting on the Individual Class Payments,
20 the issuing of W-2 and 1099 IRS Forms, distributing the Notice, calculating Class
21 Members' workweeks, and calculating and distributing the Maximum Settlement Amount
22 and Class Counsels' Fees and Costs, and providing necessary reports and declarations.

23 59. Labor and Workforce Development Agency Payment. Subject to Court
24 approval, the Parties agree that the amount of Seventy-Eight Thousand Dollars and Zero
25 Cents (\$78,000.00) of the Maximum Settlement Amount will be allocated to the resolution
26 of the Aggrieved Employees' claims arising under PAGA ("PAGA Settlement Amount").
27 Pursuant to PAGA, Sixty-Five Percent (65%), or Fifty Thousand Seven Hundred Dollars
28 and Zero Cents (\$50,700.00), of the PAGA Settlement Amount will be paid to the

1 California Labor and Workforce Development Agency (“LWDA”), and Thirty-Five Percent
2 (35%), or Twenty-Seven Thousand Three Hundred Dollars and Zero Cents (\$27,300.00),
3 will be distributed to allegedly Aggrieved Employees. Class Counsel shall be responsible
4 for giving any required notice of this Settlement to the LWDA.

5 60. Settlement Administration Cost Decreases. Any portion of the estimated or
6 designated Settlement Administration Costs which are not required to fulfill the total
7 Settlement Administration Costs will become part of the Net Settlement Amount.

8 61. Individual Class Payment and Individual PAGA Payment Calculations.
9 Individual Class Payments will be calculated and apportioned from the Net Settlement
10 Amount based on the Workweeks a Participating Class Member worked during the Class
11 Period. Individual PAGA Payments will be separately calculated and apportioned from the
12 portion of the PAGA amount intended for Aggrieved Employees. Specific calculations of
13 Individual Class Payments and Individual PAGA Payments will be made as follows:

14 a. The Settlement Administrator will calculate the number of
15 Workweeks per Participating Class Member during the Class Period based on
16 records in Defendant’s possession, custody, or control.³ Workweeks are determined
17 by identifying each week an employee actually worked based on Defendant’s
18 timekeeping and/or payroll data. A Class Member who worked only one day during
19 the Class Period will be credited with having worked one Workweek for purposes of
20 the Settlement. Partial workweeks will not be counted, meaning incomplete
21 workweeks will be rounded down.

22 b. The Settlement Administrator will calculate the total Workweeks for
23 all Settlement Class Members by adding the number of Workweeks worked by each
24 Settlement Class Member during the Class Period.

25
26 ³ Defendant’s Workweek data will be presumed to be correct unless a particular Class
27 Member proves otherwise to the Settlement Administrator by credible written evidence.
28 All Workweek disputes will be resolved and decided by the Settlement Administrator in
consultation with Class Counsel and counsel for Defendant. The Settlement
Administrator’s decision on all Workweek disputes will be final and non-appealable.

1 c. The respective Workweeks for each Settlement Class Member will be
2 divided by the total Workweeks for each Settlement Class Member, resulting in the
3 Payment Ratio for each Settlement Class Member.

4 d. Each Settlement Class Member's Payment Ratio will then be
5 multiplied by the Net Settlement Amount to calculate each Settlement Class
6 Member's estimated Individual Class Payments. However, the minimum payment
7 to any Class Member shall be no less than \$100 dollars subject to any potential
8 setoff under their Direct Settlement Agreement. It is the intent of the Parties and
9 this provision, that a person who received exactly \$100 dollars as part of
10 Defendant's Direct Settlement Program would only receive an Individual PAGA
11 Payment, if applicable.

12 e. Using the Class Data, the Settlement Administrator will calculate the
13 total number of pay periods in the PAGA Period and will divide each Aggrieved
14 Employees' individual number of eligible pay periods in the PAGA Period to
15 determine their pro rata portion of the portion of the PAGA payment allocated to
16 Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete
17 pay periods will be rounded down; however, an Aggrieved Employee who worked
18 only one day during the PAGA Period will be credited with having worked one pay
19 period for purposes of the Settlement.

20 62. Limited Confidentiality. The Parties agree not to issue press releases,
21 communicate with, or respond to, any media or publication entities concerning the
22 Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
23 underlying the Settlement prior to final approval and Entry of Judgment, except as
24 required by law or as shall be contractually required to effectuate the terms of the
25 Settlement as set forth herein. Nothing stated herein shall prohibit Class Counsel from
26 discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with
27 Class Members and/or (ii) in court filings, including in their respective firm resumes,
28 and/or (iii) in all necessary motions and supporting memoranda related to preliminary

1 and final approval of the Settlement or for other class action settlements. This provision
2 also does not limit Class Counsel (i) from complying with ethical obligations; or (ii) from
3 posting a neutral description of publicly available facts regarding the Settlement, provided
4 that such posting does not expressly identify Defendant by name.

5 63. Class Member Communications. Defendant will instruct its officers,
6 directors, and exempt managers that, should they be contacted by Class Members or
7 persons who believe they may be Class Members in relation to this Agreement, such
8 officers, directors, and exempt managers should make no comment except those necessary
9 to direct the employees to the Settlement Administrator and the Class Notice. Defendant
10 agrees not to discourage or prevent Class Members from exercising any of their rights or
11 obligations pursuant to this Agreement. At no time will any of the Parties or their counsel
12 take any action to encourage, support, require, or induce Class Members to object to the
13 Settlement Agreement, opt-out from the Settlement, or appeal from the Order and
14 Judgment. This includes requiring or asking Class Members to sign any arbitration
15 agreements that purport or could be read to limit a Class Member's right to participate in
16 this Settlement prior to Entry of Judgment and disbursement of the MSA. To be clear,
17 nothing in this Paragraph shall be construed as prohibiting Defendant from entering into
18 arbitration agreements with any of its current employees except that any such agreements
19 will not apply to this Action or the Settlement.

20 64. Settlement Awards Do Not Trigger Additional Benefits. All Individual Class
21 Payments to Participating Class Members shall be deemed to be paid to such Participating
22 Class Members solely in the year in which such payments are received by the Participating
23 Class Members. It is expressly understood and agreed that the receipt of such Individual
24 Class Payments will not entitle any Participating Class Member to additional
25 compensation or benefits, including but not limited to compensation or benefits under any
26 company bonus, commission, or other compensation or benefit plan or agreement in place
27 during the period covered by the Settlement, nor will it entitle any Participating Class
28 Member to any increased retirement, 401K benefits or matching benefits, or deferred

1 compensation benefits. It is the intent of the Parties to this Settlement that the Individual
2 Class Payments provided for in this Settlement are the sole payments to be made by
3 Defendant to the Participating Class Members, and that the Participating Class Members
4 are not entitled to any new or additional compensation or benefits as a result of having
5 received the Individual Settlement Payments (notwithstanding any contrary language or
6 agreement in any benefit or compensation plan document that might have been in effect
7 during the period covered by this Settlement).

8 65. Settlement Administration Process. The Parties agree to cooperate in the
9 administration of the Settlement and to make all reasonable efforts to control and
10 minimize the costs and expenses incurred in administration of the Settlement.

11 66. Delivery of the Class List. Within ten (10) calendar days of Preliminary
12 Approval, Defendant will provide the Class List to the Settlement Administrator.

13 67. Notice by First-Class U.S. Mail. Within five (5) business days following
14 receipt of the Class List, the Settlement Administrator will mail a Notice, substantially in
15 the form attached hereto as **Exhibit A**, to all Class Members via regular First-Class U.S.
16 Mail, using the most current, known mailing addresses identified in the Class List. Each
17 Notice will provide: (a) information regarding the nature of the Action; (b) a summary of
18 the Settlement's principal terms; (c) the Settlement Class definition; (d) each Class
19 Member's estimated Individual Class Payment and the formula for calculating Individual
20 Class Payments; (e) the dates which comprise the Class Period; (f) instructions on how to
21 submit valid Requests for Exclusion or objections; (g) the deadlines by which the Class
22 Member must fax or postmark Requests for Exclusions or file and serve objections to the
23 Settlement; (h) the claims to be released, as set forth herein; and (i) the date for the Final
24 Approval Hearing. The Settlement Administrator will also create a website that lists key
25 deadlines and has links to the Notice, preliminary approval order, and motions for
26 preliminary and final approval and for attorneys' fees, and this Stipulation.

27 68. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
28 Settlement Administrator will perform a search based on the National Change of Address

1 Database for information to update and correct for any known or identifiable address
2 changes. Any Notices returned to the Settlement Administrator as non-deliverable on or
3 before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the
4 forwarding address affixed thereto and the Settlement Administrator will indicate the date
5 of such re-mailing on the Notice. If no forwarding address is provided, the Settlement
6 Administrator will promptly attempt to determine the correct address using a skip-trace,
7 or other search using the name, address and/or Social Security number of the Class
8 Member involved and will then perform a single re-mailing. Those Class Members who
9 receive a re-mailed Notice, whether by skip-trace or by request, will have between the later
10 of: (a) an additional fifteen (15) calendar days; or (b) the Response Deadline to fax or
11 postmark a Request for Exclusion, or file and serve an objection to the Settlement.

12 69. The Settlement Administrator shall exercise its best judgment to determine
13 the current mailing address for each Class Member. The address identified by the
14 Settlement Administrator as the current mailing address shall be presumed to be the best
15 mailing address for each Class Member.

16 70. Disputed Information on Notices. Class Members and Aggrieved Employees
17 will have an opportunity to dispute the information provided in their Notice. To the extent
18 Class Members/Aggrieved Employees dispute the number of weeks he/she worked during
19 the Class Period or PAGA Period, or the amount of their Individual Class Payment or
20 Individual PAGA Payment, Class Members may produce evidence to the Settlement
21 Administrator showing that such information is inaccurate. Any disputes, along with
22 supporting documentation, must be postmarked on or before the Response Deadline.
23 Absent evidence rebutting Defendant's records, Defendant's records will be presumed
24 determinative. However, if a Class Member or Aggrieved Employee produces evidence to
25 the contrary, the Settlement Administrator will evaluate the evidence submitted by the
26 Class Member/Aggrieved Employee in consultation with Class Counsel and counsel for
27 Defendant and will make the final decision as to the Individual Class Payment/Individual
28 PAGA Payment to which the Class Member/Aggrieved Employee may be entitled with

1 input from Class and Defense Counsel. This determination shall be binding on the Class
2 Member and Aggrieved Employee.

3 71. Request for Exclusion Procedures. Any Class Member wishing to opt-out
4 from the Settlement Agreement must sign and postmark a written Request for Exclusion
5 to the Settlement Administrator within the Response Deadline. The date of the postmark
6 on the return mailing envelope will be the exclusive means to determine whether a Request
7 for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to
8 the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's
9 Counsel the Requests for Exclusion that were timely submitted. Any Class Member who
10 submits a Request for Exclusion shall be prohibited from objecting to the Settlement
11 Agreement.

12 72. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
13 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a
14 timely and valid Request for Exclusion will be bound by all of the terms of the Settlement
15 Agreement, including those pertaining to the Released Class Claims, as well as any
16 Judgment that may be entered by the Court if it grants Final Approval to the Settlement.

17 73. Objection Procedures. To object to the Settlement Agreement, a Class
18 Member must file a valid Notice of Objection with the Court on or before the Response
19 Deadline. The Notice of Objection shall be signed by the Class Member and contain all
20 information required by this Settlement Agreement. Class Members may also raise
21 objections orally at the Final Fairness and Approval hearing, whether or not they
22 previously submitted a valid Notice of Objection. At no time will any of the Parties or their
23 counsel take any action to encourage, support, or induce Class Members to object to the
24 Settlement Agreement, opt-out from the Settlement, or appeal from the Order and
25 Judgment. Class Counsel will not represent any Class Members with respect to any such
26 objections to this Settlement.

27 74. Certification Reports Regarding Individual Class Payment Calculations. The
28 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly

1 report which certifies: (a) the number of Class Members who have submitted valid
2 Requests for Exclusion; and (b) whether any Class Member has submitted a challenge to
3 any information contained in their Notice. Additionally, the Settlement Administrator will
4 provide to counsel for both Parties any updated reports regarding the administration of
5 the Settlement Agreement as needed or requested. No later than 30 days prior to the
6 deadline for Class Counsel to file its motion in support of the Final Approval and Fairness
7 Hearing, the Settlement Administrator will compile and deliver to Class Counsel and
8 Defense Counsel a declaration with summary information of the Notice process, including
9 but not limited to: (a) the total amount of final Individual Class Payments of each
10 Settlement Class Member; (b) the number of Settlement Class Members to receive such
11 payments; (c) the final number of requests for exclusion/opt-outs requests and objections;
12 (d) the Settlement Administrator's qualifications for administration; and (e) an
13 explanation of the steps taken to implement the Notice process as set forth in this
14 Agreement. The Settlement Administrator will also provide a copy of each opt-out request
15 and objection, authenticate those documents, and provide all necessary details as
16 requested by Counsel regarding the timing and handling of any opt-out requests and
17 objections.

18 75. Uncashed Settlement Checks. Any checks issued by the Settlement
19 Administrator to Participating Class Members will be negotiable for 180 calendar days
20 from the date the check was issued (the "Void Date"). For any Class Member whose
21 Individual Class Payment check or Individual PAGA Payment check is uncashed and
22 cancelled after the Void Date, the Administrator shall transmit the funds to the California
23 Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee.

24 76. Certification of Completion. Upon completion of administration of the
25 Settlement, the Settlement Administrator will provide a written declaration under oath to
26 certify such completion to the Court and counsel for all Parties.

27 77. Treatment of Individual Class Payments and Individual PAGA Payments.
28 Individual Class Payments will be allocated as follows: of each Individual Class Payment,

1 20% will be allocated as alleged unpaid wages and 80% will be allocated as alleged unpaid
2 civil penalties. The percentage of each Individual Class Payment allocated as wages will be
3 reported on an IRS Form W-2 by the Settlement Administrator. The remaining percentage
4 of each payment shall be allocated as interest, penalties, and reimbursement, and will be
5 reported on an IRS Form-1099 by the Settlement Administrator. All Individual PAGA
6 Payments will be allocated as alleged penalties and will be reported on an IRS Form-1099
7 by the Settlement Administrator.

8 78. Administration of Taxes by the Settlement Administrator. The Settlement
9 Administrator will be responsible for issuing to Plaintiff, Participating Class Members,
10 Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may be
11 required by law for all amounts paid pursuant to this Agreement.

12 79. Tax Liability. The Parties acknowledge that no tax advice has been offered or
13 given by any other Party, their attorneys, agents, or any other representatives, in the course
14 of these negotiations, and that each Party is relying upon the advice of his/its own tax
15 consultant with regard to any tax consequences that may arise as a result of the execution
16 of this Agreement. The Class Representative and Class Counsel acknowledge that they may
17 be required to submit a Form W-9, and the Class Representative, Class Members, and
18 Class Counsel acknowledge that the Settlement Administrator may be required to issue a
19 Form 1099 or other tax form reporting the consideration flowing to the Class
20 Representative, Class Members, and Class Counsel under this agreement to the Internal
21 Revenue Services and/or other taxing authority. Nothing herein shall obligate the Class
22 Representative, Class Members, and Class Counsel to pay, indemnify, or otherwise assume
23 responsibility for any taxes that would be owed by Defendant in the first instance or as a
24 result of any re-classification of the treatment of the payments, such as, for example,
25 employer-side payroll contributions.

26 80. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
27 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
28 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER

1 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
2 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
3 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
4 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
5 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
6 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
7 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
8 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
9 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
10 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
11 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
12 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
13 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
14 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
15 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
16 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
17 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
18 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
19 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
20 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
21 AGREEMENT.

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

26 82. Release of Claims by Class Members. As of the Effective Date *and* full funding
27 of the MSA by Defendant, the Settlement Class and Participating Class Members fully
28 release and discharge the Released Parties for the Released Class Claims for the Class

1 Release Period. Participating Class Members will be deemed to have acknowledged and
2 agreed that their claims for wages and penalties in the Action are disputed, and that
3 Individual Class Payments constitute payment of all sums allegedly due. Participating
4 Class Members will be deemed to have acknowledged and agreed that California Labor
5 Code Section 206.5 is not applicable to the Individual Class Payment.

6 83. Release of Claims by Aggrieved Employees and State. As of the Effective Date
7 and full funding of the MSA by Defendant, the Aggrieved Employees and State of
8 California fully release and discharge the Released Parties for the Released PAGA Claims
9 for the PAGA Release Period.

10 84. Release of Claims by Plaintiff. As of the Effective Date and full funding of the
11 MSA by Defendant, except as prohibited by law, Plaintiff fully releases and discharges the
12 Released Parties from any and all claims she has or may have against them at this time and
13 waives any and all rights she has or may have under California Civil Code § 1542. Plaintiff
14 represents and warrants that she is less than 40 years of age. Plaintiff understands that
15 this release includes known and unknown claims and that she is, as a result, waiving all
16 right and benefits afforded by Section 1542 of the California Civil Code. More specifically,
17 Plaintiff discharges Released Parties from all claims, transactions, or occurrences, that
18 occurred through the date she enters into this Agreement, including all claims that were,
19 or reasonably could have been, alleged, based on the facts contained in the Action.
20 Furthermore, Plaintiff discharges Released Parties from any and all claims that accrued at
21 any point prior to entering into this Agreement under the Fair Employment and Housing
22 Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California
23 Labor Code, and all equivalent claims under federal law (collectively, the releases set forth
24 above are “Plaintiff’s Individual Released Claims”). Plaintiff’s Release does not extend to
25 any claims or actions to enforce this Agreement, or to any claims for vested benefits,
26 unemployment benefits, disability benefits, social security benefits, or workers’
27 compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may
28 discover facts or law different from, or in addition to, the facts or law that Plaintiff now

1 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
2 remain effective in all respects, notwithstanding such different or additional facts or
3 Plaintiff's discovery of them.

- 4 a. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
5 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes
6 the provisions, rights, and benefits, if any, of section 1542 of the California
7 Civil Code, which reads: **A general release does not extend to claims**
8 **that the creditor or releasing party does not know or suspect to**
9 **exist in his or her favor at the time of executing the release, and**
10 **that if known by him or her would have materially affected his**
11 **or her settlement with the debtor or Released Party.**

12 85. Duties of the Parties Prior to Court Approval. The Parties shall promptly
13 submit this Settlement Agreement to the Court in support of Plaintiff's Motion for
14 Preliminary Approval and determination by the Court as to the fairness, adequacy, and
15 reasonableness of the Settlement Agreement. Promptly upon execution of this Settlement
16 Agreement, the Parties shall apply to the Court for the entry of an order for:

17 a. Scheduling a fairness hearing on the question of whether the proposed
18 Settlement, including but not limited to, payment of Class Counsels' fees and costs, and
19 the Class Representative Enhancement Payment, should be finally approved as fair,
20 reasonable, and adequate as to the members of the Settlement Class;

21 b. Preliminarily Certifying a Settlement Class;

22 c. Approving, as to form and content, the proposed Notice;

23 d. Approving the manner and method for Class Members to request exclusion
24 from the Settlement as contained herein and within the Notice;

25 e. Directing the mailing of the Notice, by first class mail to the Class Members;
26 and

27 f. Giving Preliminary Approval to Settlement subject to final review by the
28 Court.

1 86. Duties of the Parties Following Preliminary Court Approval. Following
2 Preliminary Approval by the Court of the Settlement provided for in this Settlement
3 Agreement and Notice to the Class, Class Counsel will submit a proposed final order of
4 approval and judgment for:

5 a. Approval of the Settlement, adjudging the terms thereof to be fair,
6 reasonable, and adequate, and directing consummation of its terms and provisions;

7 b. Approval of Class Counsels' application for an award of attorneys' fees and
8 costs;

9 c. Approval of the Class Representative Enhancement Payment to the Class
10 Representative;

11 d. Approval of the Settlement Administration Costs of the Settlement
12 Administrator; and

13 e. That judgment be entered in the Action.

14 87. Rescission of Settlement Agreement (by Defendant). If more than ten percent
15 (10%) of the Class Members opt-out of the Settlement by submitting Requests for
16 Exclusion, Defendant may, at their option, rescind and void the Settlement and all actions
17 taken in furtherance of it will thereby be null and void. Defendant must exercise this right
18 of rescission, in writing, to Class Counsel within fourteen (14) calendar days after the
19 Settlement Administrator notifies the Parties of the total number of Requests for Exclusion
20 received by the Response Deadline. If the option to rescind is exercised, Defendant shall
21 be solely responsible for all costs of the Settlement Administrator accrued to that point.

22 88. Escalator Clause. Defendant has represented that there are 520 Class
23 Members who worked an estimated 25,921 workweeks during the Class Period. Plaintiff
24 has relied upon these material representations in entering into this MOA. Should the total
25 number of workweeks be determined to exceed that amount by more than 10%, the MSA
26 shall increase by \$30 per additional workweek in excess of that 10% threshold.

27 89. Adjustments to Components of Maximum Settlement Amount. This
28 Agreement contemplates those future adjustments to the amounts of components of the

1 Maximum Settlement Amount listed above may be necessary and/or may be ordered by
2 the Court. Any such future adjustments shall be made only by written stipulation of the
3 Parties or by an order of the Court. For the avoidance of doubt, this Paragraph does not
4 apply to the Escalator Clause above, and modifications to this Settlement and the Notice
5 shall be implemented upon the Escalator Clause triggering without the need for a written
6 stipulation or Court Order.

7 90. Nullification of Settlement Agreement. In the event that: (a) the Court does
8 not issue final approval of the Settlement as provided herein; or (b) the Settlement does
9 not become final for any other reason, then this Settlement Agreement, and any documents
10 generated to bring it into effect, will be null and void. Any order or judgment entered by
11 the Court in furtherance of this Settlement Agreement will likewise be treated as void from
12 the beginning (including, e.g., certification of a Settlement Class). In such event, if the
13 Court rejects the Settlement despite the Parties' best efforts, Defendant shall be liable for
14 all Settlement Administration costs incurred.

15 91. Preliminary Approval Hearing. The Court has set a hearing date of May 1,
16 2026, for Plaintiff's Motion for the Preliminary Approval of the Settlement Agreement,
17 and the entry of a Preliminary Approval Order for: (a) conditional certification of the
18 Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed
19 Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness
20 Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class
21 Members as specified herein. In conjunction with the Preliminary Approval hearing,
22 Plaintiff will submit this Settlement Agreement, which sets forth the terms of this
23 Settlement, and will include the proposed Notice; *i.e.*, the proposed Notice of Class Action
24 Settlement document, attached as **Exhibit A**. Class Counsel will be responsible for
25 drafting all documents necessary to obtain Preliminary Approval, which shall be provided
26 to Defendant's Counsel for review and comment. Defendant agrees not to oppose the
27 Motion for Preliminary Approval to the extent it is consistent with the provisions of this
28 Agreement.

1 92. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration
2 of the deadlines for Class Members to submit Requests for Exclusion, or objections to the
3 Settlement Agreement, and with the Court's permission, a Final Approval/Settlement
4 Fairness Hearing will be conducted to determine the Final Approval of the Settlement
5 Agreement along with the amounts properly payable for: (a) Individual Class Payments;
6 (b) Individual PAGA Payments; (c) the Labor and Workforce Development Agency
7 Payment; (d) the Class Counsels' Fees and Costs; (e) the Class Representative
8 Enhancement Payment; (f) all Settlement Administration Costs; and (g) the Defendant's
9 share of payroll taxes for wages paid in connection with the Individual Class Payments.
10 Class Counsel will be responsible for drafting all documents necessary to obtain Final
11 Approval, including responding to any objections and appeals arising therefrom. Class
12 Counsel will also draft the attorneys' fees and costs application to be heard at the Final
13 Approval hearing. Defendant agrees not to oppose the Motion for Final Approval to the
14 extent it is consistent with this Agreement.

15 93. Termination of Settlement. Subject to the obligation(s) of cooperation set
16 forth herein, any Party may terminate this Settlement if the Court declines to enter the
17 Preliminary Approval Order, the Final Approval Order, or final judgment in substantially
18 the form submitted by the Parties, or the Settlement Agreement as agreed does not become
19 final because of appellate court action. The Terminating Party shall give to all other Parties
20 (through his/its counsel) written notice of his/its decision to terminate this Agreement no
21 later than ten (10) business days after receiving notice that one of the enumerated events
22 has occurred. Termination of this Agreement shall have the following effects:

23 a. The Settlement Agreement shall be terminated and shall have no force or
24 effect, and no Party shall be bound by any of its terms;

25 b. In the event the Settlement is terminated, Defendant shall have no obligation
26 to make any payments to any Party, Class Member or Class Counsel. The Terminating
27 Party shall pay the Settlement Administrator for services rendered up to the date the
28 Settlement Administrator is notified that the Settlement has been terminated;

1 c. The Settlement Agreement and all negotiations, statements, and proceedings
2 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom
3 shall be restored to their respective positions in the Action prior to the Settlement.

4 94. Judgment and Continued Jurisdiction. Upon Final Approval of the
5 Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the
6 Parties will present the Judgment pursuant to California Code of Civil Procedure section
7 664.6 to the Court for its approval. After entry of the Judgment, the Court will have
8 continuing jurisdiction for purposes of addressing: (a) the interpretation and enforcement
9 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
10 Judgment matters as may be appropriate under court rules or as set forth in this
11 Agreement.

12 95. Exhibits Incorporated by Reference. The terms of this Agreement include the
13 terms set forth in any attached Exhibits, which are incorporated by this reference as
14 though fully set forth herein. Any Exhibits to this Agreement are an integral part of the
15 Settlement.

16 96. Entire Agreement. This Settlement Agreement, the general release of all
17 claims by the Class Representative, and any attached Exhibits constitute the entirety of the
18 Parties' settlement terms. No other prior or contemporaneous written or oral agreements
19 may be deemed binding on the Parties. The Parties expressly recognize California Civil
20 Code §1625 and California Code of Civil Procedure § 1856(a), which provide that a written
21 agreement is to be construed according to its terms and may not be varied or contradicted
22 by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
23 representations or terms will modify, vary, or contradict the terms of this Agreement.

24 97. Amendment or Modification. This Settlement Agreement may be amended
25 or modified only by a written instrument signed by the named Parties or their successors-
26 in-interest.

27 98. Authorization to Enter into Settlement Agreement. Counsel for all Parties
28 warrant and represent they are expressly authorized by the Parties whom they represent

1 to negotiate this Settlement Agreement and to take all appropriate action required or
2 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate
3 its terms and to execute any other documents required to effectuate the terms of this
4 Settlement Agreement. The Parties and their counsel will cooperate with each other and
5 use their best efforts to effectuate the implementation of the Settlement. If the Parties are
6 unable to reach agreement on the form or content of any document needed to implement
7 the Settlement, or on any supplemental provisions that may become necessary to
8 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to
9 resolve such disagreement.

10 99. Signatories. It is agreed for the purposes of this Settlement Agreement only
11 that because the members of the Class are so numerous, it is impossible or impractical to
12 have each member of the Class execute this Settlement Agreement. The Notice, attached
13 hereto as **Exhibit A**, will advise all Class Members of the binding nature of the release,
14 and the release shall have the same force and effect as if this Settlement Agreement were
15 executed by each member of the Class.

16 100. Binding on Successors and Assigns. This Settlement Agreement will be
17 binding upon, and inure to the benefit of, the successors or assigns of the Parties and
18 Released Parties hereto, as previously defined.

19 101. California Law Governs. All terms of this Settlement Agreement and Exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 102. Execution and Counterparts. This Settlement Agreement is subject only to
22 the execution of all Parties. The Agreement may be executed in one or more counterparts
23 either by ink or electronic signature. All executed counterparts and each of them, including
24 electronic, facsimile, and scanned copies of the signature page, will be deemed to be one
25 and the same instrument.

26 103. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
27 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the
28 Action. The Parties further agree that they have arrived at this Settlement after arm's-

1 length negotiations and in the context of adversarial litigation, taking into account all
2 relevant factors, present and potential. The Parties further agree that they and their
3 respective counsel have conducted informal discovery, including but not limited to per-
4 shift time keeping data, payroll data, and evidence of pay and timekeeping policies, and
5 that the investigation conducted by the Parties was sufficient to satisfy the criteria for court
6 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801
7 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
8 (“*Dunk/Kullar*”). The Parties further acknowledge that they are each represented by
9 competent counsel and that they have had an opportunity to consult with their counsel
10 regarding the fairness and reasonableness of this Agreement.

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

15 105. Plaintiff’s Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign
16 this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by
17 the terms herein. For good and valuable consideration, Plaintiff further agrees that she will
18 not request to be excluded from the Settlement Agreement, nor object to any terms herein,
19 except as stipulated by the Parties in regard to her individual claims.

20 106. Waiver of Certain Appeals. The Parties agree to waive appeals and to
21 stipulate to class certification for purposes of this Settlement only; except, however, that
22 Plaintiff or Class Counsel may appeal any reduction in the Class Counsels’ Fees and Costs
23 below the amount requested from the Court but must inform Defense Counsel and the
24 Class Administrator of any intent to appeal prior to the distribution of any funds from the
25 Class Administrator to any Settlement Class Members or any other Parties.

26 107. Non-Admission of Liability. The Parties enter into this Agreement to resolve
27 the dispute that has arisen between them and to avoid the burden, expense, and risk of
28 continued litigation. In entering into this Agreement, Defendant does not admit, and

1 specifically denies, it has violated any federal, state, or local law; violated any regulations
2 or guidelines promulgated pursuant to any statute or any other applicable laws,
3 regulations, or legal requirements; breached any contract; violated or breached any duty;
4 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct
5 with respect to its employees. Neither this Agreement, nor any of its terms or provisions,
6 nor any of the negotiations connected with it, shall be construed as an admission or
7 concession by Defendant of any such violations or failures to comply with any applicable
8 law. The Parties agree that there exists a bona fide dispute as to whether any compensation
9 is actually due to Plaintiff, the putative class, and Aggrieved Employees, and if so, the
10 amount thereof, and no legal determinations have been made with respect to the legal
11 claims bought in the Action and resolved in this Settlement. Except as necessary in a
12 proceeding to enforce the terms of this Agreement, this Agreement and its terms and
13 provisions shall not be offered or received as evidence in any action or proceeding to
14 establish any liability or admission on the part of Defendant or to establish the existence
15 of any condition constituting a violation of, or a non-compliance with, federal, state, local,
16 or other applicable law.

17 108. Captions. The captions and section numbers in this Agreement are inserted
18 for the reader's convenience, and in no way define, limit, construe, or describe the scope
19 or intent of the provisions of this Agreement.

20 109. Waiver. No waiver of any condition or covenant contained in this Agreement
21 or failure to exercise a right or remedy by any of the Parties hereto will be considered to
22 imply or constitute a further waiver by such Party of the same or any other condition,
23 covenant, right, or remedy.

24 110. Enforcement Actions. In the event that one or more of the Parties institute
25 any legal action, motion, petition, or other proceeding against any other Party or Parties
26 to enforce the provisions of this Settlement or to declare rights and/or obligations under
27 this Settlement, the successful Party or Parties will be entitled to recover from the
28 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness

1 fees incurred.

2 111. Mutual Preparation. The Parties have had a full opportunity to negotiate the
3 terms and conditions of this Agreement. Accordingly, this Agreement will not be construed
4 more strictly against one Party than another merely by virtue of the fact that it may have
5 been prepared by counsel for one of the Parties, it being recognized that, because of the
6 arm's-length negotiations between the Parties, all Parties have contributed to the
7 preparation of this Agreement.

8 112. Representation By Counsel. The Parties acknowledge that they have been
9 represented by counsel throughout all negotiations that preceded the execution of this
10 Agreement, and that this Agreement has been executed with the consent and advice of
11 counsel, and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent
12 that there are no liens on the Settlement Agreement.

13 113. All Terms Subject to Final Court Approval. All amounts and procedures
14 described in this Settlement Agreement herein will be subject to the Court's Final
15 Approval.

16 114. Notices. Unless otherwise specifically provided herein, all notices, demands,
17 or other communications given hereunder shall be in writing and shall be transmitted to a
18 Party via email:

19 To Plaintiff and the Settlement Class:

20 Elliot J. Siegel (Bar No. 286798)

21 elliott@kingsiegel.com

22 Julian Burns King (Bar No. 298617)

23 julian@kingsiegel.com

24 **KING & SIEGEL LLP**

25 724 South Spring Street, Suite 201

26 Los Angeles, California 90014

27 tel: (213) 465-4802

28 Navid Barahmand, Esq. (Bar No. 340934)

BARAHMAND LAW GROUP

 navid@barahmandlaw.com

 23801 Calabasas Road, Suite 2034

 Calabasas, California 91302

1 tel: (818) 574-3355

2
3 To Defendant:

4 Jonathan Riddell (SBN 225004)
5 jriddell@delfinomadden.com
6 Tiffany B. Tello (SBN 341625)
7 ttello@delfinomadden.com
8 **DELFINO MADDEN O'MALLEY**
9 **COYLE & KOEWLER LLP**
10 500 Capitol Mall, Suite 1550
11 Sacramento, CA 95814
12 Telephone: (916) 661-5700
13 Facsimile: (916) 661-5701

14 115. Cooperation and Execution of Necessary Documents. All Parties will
15 cooperate in good faith and execute all documents to the extent reasonably necessary to
16 effectuate the terms of this Settlement Agreement.

17 116. Binding Agreement. The Parties warrant that: 1) they understand and have
18 full authority to enter into this Agreement; 2) they intend that this Agreement will be fully
19 enforceable and binding on all Parties; and 3) agree that it will be admissible and subject
20 to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
21 confidentiality provisions that otherwise might apply under federal or state law.

22 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed
23 this Joint Stipulation of Settlement and Release Between Plaintiff and Defendant as of the
24 date(s) set forth below:
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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Estephany Gonzalez Salazar

Dated: 03/19/2026

 Estephany Gonzalez Salazar (Mar 19, 2026 19:19:43 PDT)

Estephany Gonzalez Salazar

DEFENDANT: PNC Management, LLC

Dated: _____

By: _____
Its: _____

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Estephany Gonzalez Salazar

Dated: _____
Estephany Gonzalez Salazar

DEFENDANT: PNC Management, LLC

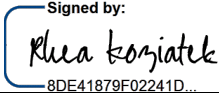
Dated: 3/19/2026
By: 
Its: Chief Human Resources Officer

Exhibit A

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

Estephany Gonzalez Salazar et al. v. PNC Management, LLC et al.
Superior Court of the State of California, San Francisco County
Case No. CGC-24-618497

PLEASE READ THIS CLASS NOTICE CAREFULLY

You have received this Class Notice because PNC Management, LLC's ("PNC") records indicate that you are eligible to take part in the class action settlement reached in the above-referenced case. You are eligible even if you previously cashed a settlement check related to this litigation.

You do not need to take any action to receive a settlement payment, and, unless you request to be excluded from the class settlement by following the procedures described below, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks or Pay Periods that you are credited with, if you so choose.

The San Francisco County Superior Court authorized this notice.

*It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.*

YOU ARE NOTIFIED THAT: A class action and representative settlement has been reached between Plaintiff Estefany Gonzalez Salazar ("Plaintiff") and Defendant PNC Management, LLC ("PNC") (Plaintiff and PNC are collectively referred to as the "Parties") in the case entitled *Estephany Gonzalez Salazar et al. v. PNC Management, LLC et al.*, Superior Court of the State of California, San Francisco County Case No. CGC-24-618497 ("Action") which may affect your legal rights. On [date of Preliminary Approval] the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

IMPORTANT DEFINITIONS:

"Aggrieved Employees" means all Class Members who worked for PNC in California at any time during the PAGA Period.

"Class" means all persons who worked at least one 3.5 hour shift as a non-exempt PNC employee in the State of California during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from September 26, 2020, to May 5, 2025, inclusive.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section 10 below.)

“PAGA Settlement” means the settlement and release of Released PAGA Claims (described in Section 10 below.)

“PAGA Period” means the period from September 25, 2023, through May 5, 2025, inclusive.

BACKGROUND OF THE ACTION:

On September 25, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) and PNC of the specific provisions of the California Labor Code that she alleges PNC violated during her employment. On September 27, 2024, Plaintiff provided the LWDA and PNC with an amended notice. The September 25 and 27, 2024 notices are collectively referred to as the “LWDA Notice”.

On September 26, 2024, Plaintiff filed a putative wage and hour Class Action Complaint in San Francisco County Superior Court (Case No. CGC-24-618497). The Action asserted the following class-wide causes of action for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to provide and maintain accurate records (e.g., wage statements); (6) failure to reimburse necessary business expenses; and (7) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

On December 3, 2024, Plaintiff filed a First Amended Complaint adding additional causes of action for (8) failure to pay wages when due and for (9) civil penalties pursuant to the Private Attorneys General Act (“PAGA”).

Plaintiff alleges among other things that PNC failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, maintain required employment records, provide compliant wage statements, and reimburse business expenses. Plaintiff further contends that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and give rise to penalties under the PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

PNC strongly **denies** Plaintiff’s allegations or that it violated any laws or failed to pay any wages and contends it complied with all applicable laws. Specifically, PNC asserts that the Class Members were properly compensated at all times during the Class Period. Defendant further asserts that PNC has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered a Joint Stipulation of Settlement and Release of Class and PAGA Action Class Action (“Settlement,” “Agreement,” or “Settlement Agreement”). The Settlement was reached after both Parties considered the relative merits of their claims and defenses, and the costs of continued litigation.

The proposed Settlement has two main parts: (1) a Class Settlement requiring PNC to fund Individual Class Payments, and (2) a PAGA Settlement requiring PNC to fund Individual PAGA Payments and fund

Questions? Contact the Settlement Administrator at 1-800-XXX-XXXX TOLL FREE

a payment to the California LWDA.

Previous Settlement Payments to Certain Class Members

Beginning in August 2025, PNC contacted certain Class Members to resolve the disputed claims in this Lawsuit (“Direct Settlement Program”). Individuals who entered into individual settlement agreements (“Direct Settlement Agreements”) with defendants by cashing checks are called Direct Settlement Program Participants. As part of this Settlement, no Direct Settlement Program Participants will be required to return any funds previously received. However, each Direct Settlement Program Participant’s share of the Net Settlement Amount, as described below in the “Plan of Distribution to Class Members,” will be reduced by the amounts Defendant previously paid them through the Direct Settlement Program.

Status of this Settlement

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Therefore, you should read this Notice and 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires PNC to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against PNC.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Class Members for \$777,630.00 (“Maximum Settlement Amount”). More details regarding the Settlement terms are provided in Section 6 below.

PLAN OF DISTRIBUTION TO CLASS MEMBERS AND PAGA AGGRIEVED EMPLOYEES

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period (“Workweeks”). Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees. Specific calculations of Individual Settlement Payments will be made as follows:

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as represented in PNC’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period. Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for PNC during the PAGA Period, you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on an IRS Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on pages 4 to 5 of this Notice.

For the Class Members who are also Aggrieved Employees, they may, as described in the Estimated Payment section below, receive two checks, one for their Individual Class Payment and one for their Individual PAGA Payment. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement.

Although Plaintiff and PNC 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. IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and Aggrieved Employees as applicable, reflecting the payments Class Members and Aggrieved Employees receive under the Settlement. Class Members should consult with a tax advisor concerning any questions they have about the tax consequences of the payments they receive under the Settlement. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

For Participating Class Members who were also Direct Settlement Program Participants, the Settlement Administrator will deduct the amount of the direct settlement payment he or she previously received through participation in Defendant’s Direct Settlement Program from his or her Individual Settlement Payment.

Estimated Payments:

[For non-Direct Settlement Program Participants Only: According to Defendant’s records, you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period. Based on PNC’s records and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The final amount you receive will likely be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to PNC’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

[For Direct Settlement Program Participants Only: : According to Defendant’s records, you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period. Because you are a Direct Settlement Program Participant who previously received a Direct Settlement Payment of \$ [REDACTED] through the Direct Settlement Program, that payment amount will be setoff and credited against the estimated Individual Class Payment to which you would otherwise be entitled. If your Direct Settlement Payment exceeds the amount of your estimated Individual Class Payment, then you will

Questions? Contact the Settlement Administrator at 1-800-XXX-XXXX TOLL FREE

not be entitled to any further payment in connection with this Settlement. In your case, after subtracting your Direct Settlement Payment from your estimated Individual Class Payment, **your remaining Individual Class Payment is estimated to be \$ [REDACTED] (\$ [REDACTED] minus \$ [REDACTED], which is the amount you already received as a Direct Settlement Payment), less withholdings. Your Individual PAGA Payment is estimated to be \$ [REDACTED].** The final amount you receive will likely be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to PNC’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)]

Your Workweek and Pay Periods Based on PNC’s Records:

The number of Workweeks and Pay Periods attributed to you was calculated by the Settlement Administrator using Defendant’s records. If you believe that you worked more during either period, you can submit a challenge by the deadline date (*See* Section 7 below).

If you worked for PNC during the Class Period and/or the PAGA Period, you have three 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 the Released Class Claims and Released PAGA Claims against PNC (*See* Section 10 below).
- (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 PNC, 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.
- (3) **File an Objection to the Settlement.** If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by PNC in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before [REDACTED]. All objections or other correspondence should state the name and number of the case, which is *Estephany Gonzalez Salazar v. PNC Management, LLC, et. al.*, San Francisco County Case Number No. CGC-24-618497.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	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 claims against PNC that are covered by this Settlement (“Released Claims”).
EXCLUDE YOURSELF	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. However, even if you exclude yourself from the Class Settlement, you will still receive a portion of the PAGA Settlement and be bound by it if you worked during the PAGA Period. Non-Participating Class Members cannot object to any portion of the proposed Settlement.
OBJECT	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	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 of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to PNC’s records is stated above. If you disagree with either of these numbers, you must challenge them no later than [REDACTED], 2026. See Section 7 of this Notice.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

PNC’s records indicate that you worked for PNC at some point(s) during the Class Period, and are therefore a member of the Class for purposes of this Settlement.

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

If the Court grants Final Approval of the Settlement, a settlement Administrator appointed by the Court will issue payments provided for by the Settlement and as described above to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 20, below).

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

The Court in charge of the Action is the San Francisco County Superior Court. The case is titled *Estephany Gonzalez Salazar et al. v. PNC Management, LLC et al.*, Superior Court of the State of California, San Francisco County Case No. CGC-24-618497. The person who filed the lawsuit, Estefany Gonzalez Salazar, is the Plaintiff, and the company she sued, PNC Management, LLC, is the Defendant.

IF YOU STILL WORK FOR PNC, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION.

Questions? Contact the Settlement Administrator at 1-800-[REDACTED] TOLL FREE

California law strictly prohibits retaliation. Defendant is prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member's participation in or decision not to participate in this Settlement.

2. WHAT IS THE LAWSUIT ABOUT?

Estephany Gonzalez Salazar was an employee of PNC. She is suing Defendant on behalf of herself and all Class Members. Plaintiff sued Defendant, alleging claims for (1) failing to pay minimum wages; (2) failing to pay overtime wages; (3) failing to provide compliant meal periods or premium pay in lieu thereof; (4) failing to provide compliant rest periods or premium pay in lieu thereof; (5) failing to provide and maintain accurate records; (6) failing to pay wages when due; (7) failing to reimburse necessary business expenses; (8) civil penalties under the PAGA, Cal. Lab. Code §§ 2698, et seq.; and (9) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, et seq. (the "Claims").

PNC **strongly denies** violating any laws or failing to pay any wages and contends it complied with all applicable laws.

3. WHY IS THIS A CLASS ACTION?

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

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not meet the requirements for a class action and would not proceed to a trial, and that Plaintiff could not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, Plaintiff and PNC 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. Some months after mediating the case, the Parties ultimately agreed to settle. By signing a lengthy written settlement agreement (Agreement) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and PNC 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, PNC does not admit any violations or concede the merit of any claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked at least one 3.5 hour shift as a non-exempt PNC employee in the State of California during the Class Period, including current and former employees.

Questions? Contact the Settlement Administrator at 1-800-XXX-XXXX TOLL FREE

6. WHAT DOES THE SETTLEMENT PROVIDE?

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Class Members for the Maximum Settlement Amount of \$777,630.00. The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) a \$10,000 service payment to the Representative Plaintiff for her time and effort in pursuing this case and in exchange for a general release of claims against Defendant, subject to Court approval; (3) Settlement Administration Costs not to exceed \$10,500; (4) \$50,700 to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 65% of the \$78,000 allocated to PAGA penalties); (5) \$27,300 to alleged PAGA Aggrieved Employees (or 35% of the \$78,000 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to \$259,210.00 in attorneys' fees and up to \$30,000 in litigation costs to Class Counsel.

After deducting the service payment to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, the \$66,574 that Defendant paid to Direct Settlement Program Participants (as described below), and attorneys' fees and costs/expenses, a total of approximately [\$_____] will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount"). Employer-side payroll taxes will be paid by PNC outside of the Maximum Settlement Amount.

7. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on pages 4 to 5 of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also be identified on those pages.

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 PNC's records, are stated on the fourth page of this Notice. If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, you must submit a challenge to the Settlement Administrator at *Estephany Gonzalez Salazar et al v. PNC Management, LLC. et al.* Settlement Administrator, c/o [REDACTED] no later than 30 days after the date this Notice of Class Action and PAGA Settlement was mailed to you; the challenge must be postmarked no later than this deadline.

If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide the Settlement Administrator with documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than [REDACTED]. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax, accompanied by sufficient information to identify you, including your name, address, telephone number, and last four digits of your Social Security Number. Disputes should be sent to the Settlement Administrator at the contact information provided in Section 20 of this Notice.

The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel and PNC's Counsel. The Administrator's decision is final. You cannot appeal

Questions? Contact the Settlement Administrator at 1-800-XXX-XXXX TOLL FREE

or otherwise challenge its final decision.

8. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 20 below.

9. CASHING SETTLEMENT CHECKS

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

10. WHAT AM I GIVING UP IN EXCHANGE FOR A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against PNC concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the Released Class Claims described below against Defendant and Defendant's past and present agents, officers, directors, employees, attorneys, parents, subsidiaries, Defendant's acquired entities, agents, joint employers, investors, shareholders, and assigns (“Released Parties”). The releases are conditional until the Maximum Settlement Amount is fully funded by Defendant.

Released Class Claims: All Class Members who do not submit timely and valid request for exclusion will waive and release the Released Parties from all claims arising during the Class Period which were asserted against PNC in the operative complaint filed in the Action or that reasonably could have been alleged based on the factual allegations contained in the operative complaint or LWDA letter, including but not limited to all of the following claims for relief: (1) failure to pay minimum and regular wages; (2) failure to pay overtime wages; (3) failure to provide compliant meal periods or premium pay in lieu thereof; (4) failure to provide compliant rest periods or premium pay in lieu thereof; (5) failure to provide and maintain compliant and accurate wage statements and records; (6) failure to pay wages when due (both during and at the termination of employment); (7) failure to reimburse necessary business expenses; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”); and (9) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, et seq. (“Released Class Claims”). The judgment entered by the Court upon Final Approval of the Settlement shall have res judicata and/or collateral estoppel effect and be final and binding upon Plaintiff and all Class Members regarding all of the Released Class Claims.

Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees and the State of California, as to the Released Parties are all claims for civil penalties under PAGA asserted in Plaintiff's LWDA letters, or that reasonably could have been asserted based on the factual allegations contained therein. The predicate violations for civil penalties being released through the PAGA Released Claims shall include and encompass any failure by Defendant to pay minimum, regular, and overtime wages, provide compliant meal and rest periods and

associated premiums, timely pay wages during employment, timely pay wages upon termination, provide compliant and accurate wage statements, maintain complete and accurate records, and failure to reimburse necessary business-related expenses and costs. The judgment entered by the Court upon Final Approval of the Settlement shall have res judicata and/or collateral estoppel effect and be final and binding upon Plaintiff, the State of California, and all Aggrieved Employees regarding all of the Released PAGA Claims. To the extent necessary to empower the Court to approve the Agreement and scope of the Released PAGA Claims, Plaintiff has agreed to amend or supplement the First Amended Complaint and/or her PAGA Notice(s). The Released PAGA Claims shall be released through the PAGA Release Period. Upon court approval, no Aggrieved Employee may opt out of the PAGA Release and will be bound by this Release regardless of whether they cash their Individual PAGA Payment or request exclusion from the Settlement (“Released PAGA Claims”).

11. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

The Court has appointed a neutral company, _____ (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 and/or Pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written “Request for Exclusion from The Class Action Settlement” letter or card to the Settlement Administrator postmarked no later than _____. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE ESTEPHANY GONZALEZ SALAZAR V. PNC MANAGEMENT, LLC, ET. AL. LAWSUIT.”

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Estephany Gonzalez Salazar v. PNC Management, LLC, et. al Settlement Administrator
c/o _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [30 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, the request for exclusion will be rejected, and you will be included in the Settlement Class.

If you ask to be excluded from the Settlement, you will no longer be a Class Member. Therefore, you (1) will not receive any payment from the Settlement, with the exception of any pro-rata portion of the Aggrieved Employees’ portion of the civil penalties allocated to PAGA as described above (if any); (2) will not be deemed to have released any claims due to the Settlement described herein with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

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

Questions? Contact the Settlement Administrator at 1-800-XXX-XXXX TOLL FREE

Only if you are an Aggrieved Employee. Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement, so they will receive their portion of the PAGA Penalties even if they exclude themselves from the rest of the Settlement. However, if you timely exclude yourself from the Settlement, you will not be a Participating Class Member and will not receive any of the Net Settlement Amount and you will retain any rights you have to pursue your own legal action against PNC for violations other than the Released PAGA Claims described above, if you desire.

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

If you wish to object to the Settlement or some part of it, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by PNC in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before [REDACTED]. All objections or other correspondence should state the name and number of the case, which is *Estephany Gonzalez Salazar v. PNC Management, LLC, et. al.*, San Francisco County Case Number No. CGC-24-618497.

You may also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED] in Department 304 of the Superior Court of California for the County of San Francisco located at 400 McAllister Street, San Francisco, California 94102, and discuss your objections with the Court and the Parties at your own expense.

You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose this option, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself.

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

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

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

15. WHO ARE THE LAWYERS REPRESENTING PLAINTIFF AND CLASS MEMBERS IN THIS CASE?

The Court has determined that the lawyers identified below are qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel.

Elliot J. Siegel
KING & SIEGEL, LLP
(213) 465-4802
724 South Spring Street, Suite 201
Los Angeles, California 90014

Navid Barahmand
BARAHMAND LAW GROUP
(818) 574-3355
23801 Calabasas Road, Suite 2034
Calabasas, California 91302

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to \$ [REDACTED] (or 1/3 of the MSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$30,000.00 in litigation costs incurred in this matter. Class Counsel will also ask the Court to approve a service payment to Plaintiff Estefany Gonzalez Salazar in the amount of up to \$10,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for her time and effort in pursuing this case as the Class Representative and in exchange for a general release of claims against Defendant.

THE COURT'S FAIRNESS HEARING

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

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

The Court has preliminarily approved the Settlement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing ("Hearing") on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] on [REDACTED], in Department 304 of the Superior Court of California for the County of San Francisco, 400 McAllister Street, San Francisco, California 94102.

It is possible that the Court will reschedule the Hearing. You may check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Hearing.

18. DO I NEED TO ATTEND THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written

objection to the Settlement Administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. WHAT IF I DO NOTHING AT ALL?

If you do nothing, and the Court approves the Settlement, you will be bound by the terms of this Settlement in exchange for the payments explained at pages 4 to 5 of this Notice.

20. HOW DO I GET MORE INFORMATION?

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of San Francisco, during regular business hours of each court day. You can view the final approval order and final judgment and payment schedule at www. [REDACTED].

All questions by Class Members regarding this Notice of Class and PAGA Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel. Class Counsel's contact information appears in Section 15. The Settlement Administrator ([REDACTED]) may be contacted by calling toll free 1-800-[REDACTED], or at the following address:

[INSERT]
PNC Management, LLC. Settlement
[REDACTED]
[REDACTED]
City, State, [REDACTED]
Email:
Fax

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

Exhibit B

1 Elliot J. Siegel (Bar No. 286798)
2 elliot@kingsiegel.com
3 Julian Burns King (Bar No. 298617)
4 julian@kingsiegel.com
5 **KING & SIEGEL LLP**
6 724 South Spring Street, Suite 201
7 Los Angeles, California 90014
8 tel: (213) 465-4802

9 Navid Barahmand, Esq. (Bar No. 340934)
10 **BARAHMAND LAW GROUP**
11 navid@barahmandlaw.com
12 23801 Calabasas Road, Suite 2034
13 Calabasas, California 91203
14 tel: (818) 574-3355

15 Attorneys for Plaintiff and the Putative Class

16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SAN FRANCISCO**
19

20 **Estephany Gonzalez Salazar,**
21 individually and on behalf of all similarly
22 situated individuals,

23 Plaintiff,

24 vs.

25 **PNC Management, LLC**, a Delaware
26 Limited Liability Company; and **Does 1-**
27 **100**, inclusive;

28 Defendant.

CASE NO. CGC-24-618497

[Assigned to the Honorable Ethan P.
Schulman, Dept. 304]

CLASS ACTION

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT
PURSUANT TO THE TERMS OF
JOINT STIPULATION RE: CLASS
ACTION SETTLEMENT**

Date: May 1, 2026

Time: 10:00 a.m.

Dept.: 304

1 Plaintiffs' Unopposed Motion for Preliminary Approval of the proposed settlement
2 of this Class and Representative action on the terms set forth in the Joint Stipulation of
3 Settlement and Release of Class and PAGA Action (the "Settlement" or "Stipulation") came
4 on for hearing on May 1, 2026.

5 Having considered the Settlement, all papers and proceedings held herein, and
6 having reviewed the entire record in this action, Case No. CGC-24-618497, entitled
7 *Estephany Gonzalez Salazar v. PNC Management, LLC. et al.* (the "Action"), and good
8 cause appearing, the Court finds that:

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

10 1. To the extent defined in the Stipulation, incorporated herein by reference, the
11 terms in this Order shall have the meanings set forth therein.

12 2. The Court has jurisdiction over the subject matter of this Action, Defendant,
13 and the Class.

14 3. The Class is defined as follows: "*All persons who worked at least one 3.5-*
15 *hour shift as a non-exempt PNC Management employee in the State of California from the*
16 *period September 26, 2020 through May 5, 2025, inclusive.*"

17 4. The Court has determined that the Class Notice fully and accurately informs
18 all persons in the Class of all material elements of the proposed Settlement, constitutes the
19 best notice practicable under the circumstances, and constitutes valid, due, and sufficient
20 notice to all Class Members. The Class Notice is attached as **Exhibit A** and incorporated
21 by reference.

22 5. The Court hereby grants preliminary approval of the Settlement and
23 Stipulation as fair, reasonable, and adequate in all respects to the Class Members, and
24 orders the parties to consummate the Settlement in accordance with the terms of the
25 Stipulation, including the terms and procedures for Class Members to object or request
26 exclusion to the Settlement.

27 6. The plan of distribution as set forth in the Stipulation providing for the
28 distribution of the Net Settlement Amount to Settlement Class Members is preliminarily

1 approved as being fair, reasonable, and adequate.

2 7. The Court preliminarily appoints as Class Counsel the following attorneys:
3 Elliot J. Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California
4 90014; Navid Barahmand of Barahmand Law Group 23801 Calabasas Road, Suite 2034,
5 Calabasas, California 91302.

6 8. The Court preliminarily approves the payment of attorneys' fees in the
7 amount of \$259,210.00¹ (or one-third of the Maximum Settlement Amount) to Class
8 Counsel, which shall be paid from the Maximum Settlement Amount.

9 9. The Court preliminarily approves the payment of incurred reasonable costs
10 in an amount not to exceed \$30,000.00 to Class Counsel, which shall be paid from the
11 Maximum Settlement Amount as defined in the parties' Stipulation.

12 10. The Court preliminarily approves a payment in the amount of \$78,000.00 of
13 the settlement amount to be allocated to PAGA, of which \$50,700.00 will be paid to the
14 California Labor & Workforce Development Agency, representing the State of California's
15 portion of civil penalties under PAGA (or 65% of \$78,000.00), and \$27,300 to the alleged
16 Aggrieved Employees (or 35% of \$78,000.00), which shall both be paid from the Maximum
17 Settlement Amount.

18 11. The Court appoints Phoenix Class Action Administration Solutions as the
19 Settlement Administrator. The Court preliminarily approves the payment of incurred
20 reasonable claims administration costs to the Settlement Administrator, in an amount not
21 to exceed Phoenix's capped bid of \$10,500, which shall be paid from the Maximum
22 Settlement Amount.

23 12. The Court preliminarily approves an enhancement award to the Class
24 Representative, Estephany Gonzalez Salazar, in the amount of up to \$10,000.00 which
25 amount shall be paid from the Maximum Settlement Amount.

26
27
28 ¹ For the avoidance of doubt, any increase to the Maximum Settlement Amount caused the
Escalator Provision of the Parties' stipulation shall apply to Class Counsel's fees such that
they shall be equal to one-third of the amount of the escalated Maximum Settlement.

13. This Preliminary Approval Order and the Stipulation, and all papers related thereto, are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or in any other proceeding.

14. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated. In such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and each party shall retain his or its rights to proceed with litigation of the Action.

15. The Court orders the following Implementation Schedule² for further proceedings:

a.	Deadline for Defendant to submit Class Member data to the Settlement Administrator	_____ [10 calendar days after entry of the Court's Order Granting Preliminary Approval].
b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	_____ [5 business days following the Settlement Administrator's receipt of Class data]
c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	_____ [30 calendar days after the Settlement Administrator mails the Notice]
d.	Deadline for Class Members to submit objections to the Settlement	_____ [30 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	_____ [30 days prior to the deadline for Class Counsel to file its motion in support of the Final Approval Hearing]

² If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ [16 Court days prior to the Final Settlement Approval Hearing]
g.	Final Settlement Approval Hearing	_____, 2026 at _____ a.m./p.m.
h.	Settlement Administrator to Provide an Accounting of Funds	_____ [7 calendar days following the Effective Date of the Settlement]
i.	Deadline for Defendant to deposit the first installment of Maximum Settlement Amount under the Settlement.	_____ [Thirty (30) calendar days following the Effective Date.]
j.	Deadline for Defendant to deposit the second installment of Maximum Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	_____ [One hundred eighty (180) calendar days after the date of the first installment.]
k.	Deadline for Settlement Administrator to distribute first disbursement consisting of: (a) the Class Representative's Enhancement Award; (b) one-half (1/2) of Class Counsel's attorney's fees and costs, subject to Court approval.	_____ [7 calendar days following receipt of the first installment payment of the Maximum Settlement Amount]
l.	Deadline for Settlement Administrator to distribute final payments, consisting of: (a) Individual Settlement Payments to Participating Class Members; (b) the Labor and Workforce Development Agency PAGA payment; and (c) Settlement Administration Costs.	_____ [7 calendar days following receipt of the second installment payment of the Maximum Settlement Amount]
m.	Compliance Hearing	_____ [240 calendar days following Effective Date of the Settlement]

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IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

Hon. Ethan P. Schulman
San Francisco County Superior Court Judge

Exhibit C

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

Estephany Gonzalez Salazar,
individually and on behalf of all similarly
situated individuals,

Plaintiff,

vs.

PNC Management, LLC, a Delaware
Limited Liability Company; and **Does 1-**
100, inclusive;

Defendant.

CASE NO. CGC-24-618497

[Assigned to the Honorable Ethan P.
Schulman, Dept. 304]

CLASS ACTION

**[PROPOSED] ORDER FINALLY
APPROVING CLASS AND PAGA
ACTION SETTLEMENT PURSUANT
TO THE TERMS OF JOINT
STIPULATION RE: CLASS AND PAGA
ACTION SETTLEMENT**

Date: _____ [Reserved]
Time: _____
Dept.: _____

1 **[PROPOSED] ORDER**

2 Plaintiffs' Unopposed Motion for Final Approval of the proposed Settlement of this
3 action on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or
4 "Stipulation") came on for hearing on [REDACTED], 2026.

5 In conformity with California Rules of Court, rule 3.769, with due and adequate
6 notice having been given to Class Members and Aggrieved Employees (as defined in the
7 Settlement Agreement), and having considered the declaration of the Settlement
8 Administrator, Settlement Agreement, all of the legal authorities and documents
9 submitted in support thereof, all papers filed and proceedings had herein, all oral and
10 written comments received regarding the Settlement Agreement, and having reviewed the
11 record in this litigation, and good cause appearing, the Court **GRANTS** final approval of
12 the Settlement Agreement and orders and makes the following findings and
13 determinations and enters final judgment as follows:

14 1. All terms used in this order shall have the same meanings given as those
15 terms are used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion
16 for Order Granting Final Approval of Class and PAGA Action Settlement. A copy of the
17 Joint Stipulation of Settlement is attached to the Declaration of Elliot J. Siegel in Support
18 of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and
19 is made a part of this Order.¹

20 2. The Court has personal jurisdiction over the Parties to this litigation and
21 subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

22 3. The previously certified Class, as further defined in the Settlement is as
23 follows:

24 *"All persons who worked at least one 3.5-hour shift as a non-exempt PNC*
25 *Management employee in the State of California from the period September*
26 *26, 2020 through May 5, 2025, inclusive."*

27
28 ¹ The Court previously granted preliminary approval of the Settlement on [REDACTED].

1 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of
2 the California Rules of Court for the purpose of effectuating the Settlement.

3 5. The Court finds that an ascertainable class of [REDACTED] Participating Class
4 Members exists and a well-defined community of interest exists on the questions of law
5 and fact involved because in the context of the Settlement: (i) all related matters,
6 predominate over any individual questions; (ii) the claims of the Plaintiff are typical of
7 claims of the Class Members; and (iii) in negotiating, entering into and implementing the
8 Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
9 protected the interest of the Class Members.

10 6. The Court finds that the Settlement Agreement has been reached as a result
11 of informed and non-collusive arm's-length negotiations. The Court further finds that the
12 Parties have conducted extensive litigation, investigation, and research, and their
13 attorneys were able to reasonably evaluate their respective positions over the course of this
14 litigation.

15 7. The Court finds that the Settlement constitutes a fair, adequate, and
16 reasonable compromise of the Class's claims and will avoid additional and potentially
17 substantial litigation costs, as well as the delay and risks of the Parties if they were to
18 continue to litigate the case. After considering the monetary recovery provided as part of
19 the Settlement in light of the challenges posed by continued litigation, trial, and appeals,
20 the Court concludes that Class Counsel secured significant relief for Class Members.

21 8. The Court hereby approves the terms set forth in the Settlement Agreement
22 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent
23 with all applicable requirements of the California Code of Civil Procedure, the California
24 and United States Constitutions, including the Due Process clauses, the California Rules
25 of Court, and any other applicable law, and in the best interests of each of the Parties and
26 Class Members.

1 9. The Court appoints Elliot J. Siegel of King & Siegel LLP, Navid Barahmand
2 of Barahmand Law Group and finds each of them to be adequate, experienced, and well-
3 versed in class action litigation.

4 10. The Court appoints Plaintiff as a Class Representative and finds her to be
5 adequate.

6 11. The Court is satisfied that Phoenix Class Action Administration Solutions,
7 which functioned as the Settlement Administrator, completed the distribution of Class
8 Notice to the Class in a manner that comports with California Rule of Court 3.766. The
9 Class Notice informed the prospective Class Members of the Settlement terms, their right
10 to do nothing and receive their settlement share, their right to submit a request for
11 exclusion, their rights to comment on or object to the Settlement, and their right to appear
12 at the Final Approval and Fairness Hearing, and be heard regarding approval of the
13 Settlement and adequate periods of time to respond and to act were provided by each of
14 these procedures.

15 12. As part of administration, the Court notes that [REDACTED] Class Members filed
16 written objections to the Settlement as part of this notice process, and [REDACTED] Class
17 Members filed a written statement of intention to appear at the Final Approval and
18 Fairness Hearing, and [REDACTED] Class Member submitted a request for exclusion. The Class
19 Member(s) who requested exclusion, specifically [REDACTED], will not be bound by the
20 Settlement and will not receive any portion of the Net Settlement Amount, but will be
21 bound by the PAGA Release to the extent they are Aggrieved Employees under the
22 Settlement.

23 13. The terms of the Settlement Agreement, including the Maximum Settlement
24 Amount of \$777,630.00 and the allocation for determining Individual Settlement
25 Payments, are fair, adequate, and reasonable to the Class and to each Class Member, and
26 the Courts grants final approval of the Settlement set forth in the Settlement Agreement,
27 subject to this Order.

28 14. The Court further approves the following distributions from the Maximum

1 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
2 Agreement:

3 a. The \$259,210.00 amount, representing one-third of the Maximum
4 Settlement Amount, requested by Plaintiff and Class Counsel for the Class Counsels'
5 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class.
6 Class Counsels' fee request is also supported by its lodestar cross-check, and the
7 Court finds that Class Counsels' time spent on the matter and hourly rates charged
8 by the attorneys who worked on the matter are fair and reasonable. The Court
9 grants final approval of, awards, and orders the Class Counsel fees payment to be
10 made in accordance with the Settlement Agreement.

11 b. The Court awards Class Counsel \$[REDACTED] in litigation costs, which
12 is an amount which the Court finds to be reflective of the actual and reasonable
13 costs incurred. The Court grants final approval of Class Counsels' litigation
14 expenses payment and orders payment of this amount to be made in accordance
15 with the Settlement Agreement.

16 c. The \$10,000 class representative incentive payment requested to the
17 Named Plaintiff is fair and reasonable. The Court grants final approval of the
18 payment and orders the payment to be made in accordance with the Settlement
19 Agreement.

20 d. The amount of \$[REDACTED] designated for payment to the Settlement
21 Administrator is fair and reasonable. The Court grants final approval of it and
22 orders the Parties to make the payment to the Settlement Administrator in
23 accordance with the Settlement Agreement.

24 e. The Court approves of the \$78,000.00 allocation assigned for claims
25 under the Labor Code Private Attorneys General Act of 2004, and orders 65%
26 thereof (*i.e.*, \$50,700.00) to be paid to the California Labor and Workforce
27 Development Agency and orders 35% thereof (*i.e.*, \$27,300.00) to be paid to alleged
28 Aggrieved Employees in accordance with the terms of the Settlement Agreement.

1 15. The Court orders the Parties to otherwise comply with, effectuate, and carry
2 out all terms and provisions of the Settlement Agreement, to the extent that the terms
3 thereunder do not contradict with this order, in which case the provisions of this order
4 shall take precedence and supersede the Settlement Agreement.

5 16. All Participating Class Members shall be bound by the Settlement and this
6 order, including the release of claims as set forth in the Settlement Agreement.

7 17. All Aggrieved Employees and the State of California shall be bound by the
8 Settlement and this Order, including the release of claims as set forth in the Settlement
9 Agreement.

10 18. The Parties shall bear their own respective attorneys' fees and costs except
11 as otherwise provided in this order and the Settlement Agreement.

12 19. Plaintiff shall file with the Court a report regarding the status of distribution
13 no later than fifty (50) days after all funds have been distributed.

14 20. All checks mailed to the Class Members must be cashed within 180 days of
15 issuance and will be negotiable through that date (the "Void Date"). Any envelope
16 transmitting a settlement distribution to a class member shall bear the notation, "YOUR
17 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Checks that remain uncashed
18 after the Void Date shall be sent to the State's Unclaimed Wages Fund.

19 21. No later than 10 days from this order, the Settlement Administrator shall
20 give notice of judgment to Class Members pursuant to California Rules of Court, rule
21 3.771(b) by posting a copy of this Order and Final Judgment on its website assigned to this
22 matter.

23 22. The Court retains continuing jurisdiction over the Action and the Settlement,
24 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code
25 of Civil Procedure section 664.6, solely for purposes of (a) enforcing the Settlement
26 Agreement, (b) addressing settlement administration matters, and (c) addressing such
27 post-judgment matters as may be appropriate under court rules or applicable law.

23. This Final Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves all claims released by the Settlement Agreement against Defendants.

24. The Court hereby sets a hearing date of [REDACTED], 202[REDACTED] at [REDACTED] for a hearing on the final accounting and distribution of the settlement funds. Counsel shall file with the Court a report regarding the status of distribution at least five days before the hearing and not more than 21 days after the Void Date.² Class Counsel shall also file with the report a proposed amended judgment that complies with C.C.P. § 384.5.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

Hon. Ethan P. Schulman
San Francisco County Superior Court Judge

² The report shall be in the form of a declaration from the Settlement Administrator and shall describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

Stipulation of Settlement of Class Action (Gonzalez) [Final]

Final Audit Report

2026-03-20

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