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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RACHAEL BYRNES; JEREMY LASTRA;
JENNA BARFKNECHT, individually, on
behalf of other members of the general
public similarly situated, and on behalf of the
State of California and other aggrieved
persons; LEACY JONES, JR., individually,
on behalf of other members of the general
public similarly situated,

Plaintiffs,

v.

CDLAKE, LLC, a California corporation,
dba CRAWDADS ON THE LAKE, dba
CRAWDADS ON THE RIVER; CLS1,
LLC, a California limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 24CV024391
Assigned to: Hon. Jill H. Talley, Dept. 23
Complaint Filed: November 27, 2024
FAC Filed: February 4, 2026
Trial Date: Not set.

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

This Individual, Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Rachel Byrnes, Jeremy Lastra, Jenna Barfknecht, and Leacy Jones Jr. (collectively “Plaintiffs”) and Defendants CDLake, LLC d/b/a Crawdads on the Lake and Crawdads on the River and CLS1, LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” refers to Plaintiffs’ lawsuit alleging class action wage and hour violations and PAGA violations against Defendants captioned *Byrnes v. CDLake, LLC, et al.*, Sacramento County Superior Court case numbers 24CV024391, filed on or about November 27, 2024.

1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means all individuals who, for one or more hours during the PAGA Period, provided labor or services for Defendants in California for remuneration, as more fully defined in Labor Code section 2775, *et seq.*, including current and former employees.

1.5 “Class” means all individuals who, for one or more hours during the Class Period, provided labor or services for Class Defendant in California for remuneration, as more fully defined in Labor Code section 2775, *et seq.*, including current and former employees.

1.6 “Class Counsel” means Benjamin H. Haber, Talar DerOhannessian, and Kareen Shatikian of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount.

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, last known telephone number, last known email address, number of Workweeks, and number of PAGA Pay Periods.

1.10 “Class Defendant” means Defendant CDLake, LLC d/b/a Crawdads on the Lake and Crawdads on the River and excludes Defendant CLS1, LLC.

1.11 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.13 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.14 “Class Period” or “Class Settlement Period” means the period from June 1, 2024, through August 29, 2025.

1.15 “Class Representative(s)” and “Plaintiff(s)” means the named Plaintiffs in the Action, Rachel Byrnes, Jeremy Lastra, Jenna Barfknecht, and Leacy Jones Jr.

1.16 “Class Representative Service Payment(s)” or “Enhancement Award(s)” means the payment to the Class Representative(s) for initiating the Actions and providing services in support of the Action.

1.17 “Court” means the Superior Court of California, County of Sacramento.

1.18 “Defendants” collectively means named Defendants CDLake, LLC d/b/a Crawdads on the Lake and Crawdads on the River and CLS1, LLC.

1.19 “Defense Counsel” means Christopher F. Wohl and Hallie R. Spaulding of Palmer

Kazanjian Wohl Hodson LLP.

1.20 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur, but in no case sooner than May 15, 2026.

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

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

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

1.24 “Gross Settlement Amount” or “GSA” means the total amount Defendants agree to pay under the Settlement, stated in section 3.1 below, as modified by section 8 below.

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

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

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

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

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

1.30 “Net Settlement Amount” means the Gross Settlement Amount, less the following

payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement Awards, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.32 “Operative Complaint” means the operative class action and PAGA action complaint filed in the Action.

1.33 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Lab. Code § 2698, *et seq.*).

1.34 “PAGA Defendants” means Defendant CDLake, LLC d/b/a Crawdads on the Lake and Crawdads on the River and Defendant CLS1, LLC.

1.35 “PAGA Pay Period” means any pay period during which an Aggrieved Employee provided labor or services for PAGA Defendants in California for remuneration for at least one hour during the PAGA Period.

1.36 “PAGA Period” means the period from December 5, 2023, through August 29, 2025.

1.37 “PAGA Notice” means Plaintiffs Rachael Byrnes’ and Jeremy Lastra’s December 5, 2024, letter to the LWDA and Defendants providing notice pursuant to PAGA, Case No. LWDA-CM-1065315-24.

1.38 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount as determined by the Parties, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.

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

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

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

1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.43 “Released Parties” means Class Defendant’s or PAGA Defendants’ officers, directors, managerial employees, and agents, as specified in sections 5.2 and 5.3 below.

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

1.45 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.47 “Workweek” means any workweek during which a Class Member provided labor or services for Class Defendant in California for remuneration for at least one hour during the Class Period.

2. **RECITALS.**

2.1 On November 27, 2024, Plaintiffs Rachael Byrnes and Jeremy Lastra filed a Class Action Complaint against Defendant CDLake, LLC alleging (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to indemnify employees for expenditures; (6) failure to provide accurate itemized wage statements; (7) failure to timely pay wages during employment; (8) failure to timely pay final wages at termination; and (9) unfair business practices (Sacramento County Superior Court Case No. 24CV024391) (“Class Action”). On December 5, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiffs Rachael Byrnes and Jeremy Lastra gave notice to the LWDA and Defendants of the specific provisions the Labor Code alleged to have been violated, including the facts and theories in support (LWDA Case No. LWDA-CM-

1 1065315-24). On February 21, 2025, after the 65-day statutory period passed, Plaintiffs Rachael
2 Byrnes and Jeremy Lastra filed a PAGA action against Class Defendant, alleging claims for
3 penalties pursuant to Labor Code § 2699, *et seq.* (Sacramento County Superior Court Case No.
4 25CV004358) (“PAGA Action”). On February 4, 2026, Plaintiffs filed a First Amended
5 Complaint of the Class and Representative Action Complaint, which added Jenna Barfknecht and
6 Leacy Jones Jr. as named Plaintiffs, added Defendant CLS1, LLC as one of the Defendants, and
7 added a cause of action for civil penalties under PAGA. On February 19, 2026, Plaintiffs Byrnes
8 and Lastra filed a Request for Dismissal of the PAGA Action.

9 2.2 Defendants deny the allegations in the Action, deny any failure to comply with the laws
10 identified in the Action, and deny any and all liability for the causes of action alleged in the
11 Action.

12 2.3 On August 21, 2025, the Parties participated in an all-day mediation presided over by
13 mediator Jason Marsili. With the help of the Mediator, the Parties were able to reach an agreement
14 on general settlement terms.

15 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
16 of, and applicable law to, the Action. Prior to mediation, Plaintiffs obtained and analyzed time
17 and payroll data for Class Members and Aggrieved Employees and the necessary policy
18 documents through informal discovery to properly evaluate the strengths and weakness of the
19 claims and engage in meaningful settlement discussions. Plaintiffs’ investigation was sufficient
20 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
21 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
22 130 (2008) (“*Dunk/Kullar*”).

23 2.5 The Court has not granted class certification because the Parties engaged in mediation
24 before any class certification.

25 2.6 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
26 any other pending matter or action asserting claims that will be extinguished or affected by the
27 Settlement.

28 3. **MONETARY TERMS.**

1 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
2 Defendants will pay \$300,000.00 to fully settle, resolve, and extinguish all claims asserted in the
3 Action, including without limitation all claims asserted in the PAGA Notice. The Gross
4 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
5 wage portions of the Individual Class Payments, which Defendants will pay separately.

6 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
7 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
8 in the Final Approval:

9 3.2.1 To Plaintiffs: A payment for the Enhancement Award to each of the four (4)
10 Plaintiffs of not more than the following amounts: \$7,500.00 for Rachael Byrnes, \$7,500.00 for
11 Jeremy Lastra, \$7,500.00 for Jenna Barfknecht, and \$5,000.00 for Leacy Jones Jr. (\$27,500.00
12 total), in addition to any Individual Class Payment and any Individual PAGA Payment the Class
13 Representatives are entitled to receive as Participating Class Members. Defendants will not
14 oppose Plaintiffs' request for an Enhancement Award that does not exceed these amounts. As part
15 of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek
16 Court approval for any Enhancement Award no later than sixteen (16) court days prior to the
17 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an
18 Enhancement Awards less than the amount requested, the Administrator will retain the remainder
19 in the Net Settlement Amount to be distributed to Participating Class Members. The
20 Administrator will pay the Enhancement Awards using IRS Form 1099. Plaintiffs assume full
21 responsibility and liability for employee taxes owed on the Enhancement Awards.

22 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
23 GSA, which is currently estimated to be \$105,000.00, and a Class Counsel Litigation Expenses
24 Payment for actual costs not to exceed \$30,000.00. Defendants will not oppose requests for these
25 payments. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and Litigation
26 Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or
27 as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a
28 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator

will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to exceed \$12,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

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

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class

Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000.00 to be paid from the Gross Settlement Amount, with 65% (\$26,000.00) allocated to the LWDA PAGA Payment and 35% (\$14,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their records, Defendants represent there are 499 Class Members who collectively worked a total of 7,377 Workweeks during the Class Period and there are 364 Aggrieved Employees who collectively worked a total of 6,043 PAGA Pay Periods during the PAGA Period.

4.2 Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement (such as issuing notices and payments and contacting the Class Members as necessary) and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted

1 class member identifying information and to provide corrected or updated Class Data as soon as
2 reasonably feasible. Without any extension of the deadline by which Defendants must send the
3 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
4 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
5 Data. Additionally, on or before the date on which Plaintiffs file a motion for Preliminary
6 Approval of this Settlement, Defense counsel shall confirm in writing to Class Counsel on behalf
7 of Defendants that the Class Data will be in their possession by no later than the date and time of
8 the hearing on the motion for Preliminary Approval of this Settlement, to ensure that there will
9 be no delays in providing the Class Data to the Administrator.

10 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
11 Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting
12 the funds to the Administrator no later than sixty (60) days after the Effective Date or May 15,
13 2026, whichever is later.

14 4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after
15 Defendants fully fund the GSA, the Administrator will mail checks for all Individual Class
16 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs
17 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
18 the Enhancement Awards. Disbursement of the Class Counsel Fees Payment, the Class Counsel
19 Litigation Expenses Payment, and the Enhancement Awards shall not precede disbursement of
20 Individual Class Payments and Individual PAGA Payments.

21 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
22 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
23 face of each check shall prominently state the date (180 days after the date of mailing) when the
24 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
25 Void Date. The Administrator will send checks for Individual Settlement Payments to all
26 Participating Class Members (including those for whom the Class Notice was returned
27 undelivered). The Administrator will send checks for Individual PAGA Payments to all
28 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved

Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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

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

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

5.1 **Plaintiffs' Release.** Plaintiffs discharge Released Parties as to all Defendants from all claims, transactions, or occurrences =, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Actions; and claims under the Fair Employment

1 and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the
2 California Labor Code, and all equivalent claims under federal law ("Plaintiffs' Release").
3 Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any
4 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
5 workers' compensation benefits that arose at any time.. Plaintiffs acknowledge that Plaintiffs may
6 discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or
7 believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in
8 all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

9 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
10 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,
11 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

16 5.2 Released Class Claims: All Participating Class Members release Released Parties as to
17 Class Defendant only from all claims that were alleged, or reasonably could have been alleged,
18 based on the Class Period facts stated in the Operative Complaint. Except as set forth in Section
19 5.3 of this Agreement, Participating Class Members do not release any other claims, including
20 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
21 Act, unemployment insurance, disability, social security, workers' compensation, or claims based
22 on facts occurring outside the Class Period.

23 5.3 Released PAGA Claims: All Aggrieved Employees, including Non-Participating Class
24 Members who are Aggrieved Employees, are deemed to release the Released Parties as to all
25 Defendants from all claims for PAGA penalties that were alleged or reasonably could have been
26 alleged based on the PAGA Period and the facts stated in the Operative Complaint and the PAGA
27 Notice.

28 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion

1 for preliminary approval (“Motion for Preliminary Approval”).

2 6.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare all documents necessary for obtaining
3 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
4 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
5 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
6 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
7 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness
8 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
9 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
10 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
11 to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant
12 to any actual or potential conflict of interest with Class Members, and/or the Administrator. In
13 their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other
14 pending matter or action asserting claims that will be extinguished or adversely affected by the
15 Settlement.

16 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
17 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
18 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
19 Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the
20 Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

21 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
22 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
23 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
24 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
25 Preliminary Approval or conditions Preliminary Approval on any material change to this
26 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
27 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
28 otherwise satisfy the Court’s concerns.

7. **SETTLEMENT ADMINISTRATION.**

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

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

7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 **Notice to Class Members.**

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

1 7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class
2 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
3 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
4 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
5 Notice to the most current address obtained. The Administrator has no obligation to make further
6 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
7 USPS a second time.

8 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
9 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days
10 beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
11 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
12 deadline with the re-mailed Class Notice.

13 7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
14 discovers any persons who believe they should have been included in the Class Data and should
15 have received Class Notice, the Parties will expeditiously meet and confer in person or by
16 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
17 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
18 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
19 requiring them to exercise options under this Agreement not later than 14 days after receipt of
20 Class Notice, or the deadline dates in the Class Notice, whichever are later.

21 7.5 Requests for Exclusion (Opt-Outs).

22 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
23 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
24 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
25 14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
26 from a Class Member or his/her representative that reasonably communicates the Class Member's
27 election to be excluded from the Settlement and includes the Class Member's name, address and
28 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,

1 emailed, or postmarked by the Response Deadline.

2 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
3 to contain all the information specified in the Class Notice. The Administrator shall accept any
4 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
5 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
6 determination shall be final and not appealable or otherwise susceptible to challenge. If the
7 Administrator has reason to question the authenticity of a Request for Exclusion, the
8 Administrator may demand additional proof of the Class Member's identity. The Administrator's
9 determination of authenticity shall be final and not appealable or otherwise susceptible to
10 challenge.

11 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
12 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
13 bound by all terms and conditions of the Settlement, including the Participating Class Members'
14 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
15 Class Member actually receives the Class Notice or objects to the Settlement.

16 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
17 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
18 right to object to the class action components of the Settlement. Because future PAGA claims are
19 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
20 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
21 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

22 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
23 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
24 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
25 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
26 may challenge the allocation by communicating with the Administrator via fax, email or mail.
27 The Administrator must encourage the challenging Class Member to submit supporting
28 documentation. In the absence of any contrary documentation, the Administrator is entitled to

1 presume that the Workweeks contained in the Class Notice are correct so long as they are
2 consistent with the Class Data. The Administrator's determination of each Class Member's
3 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
4 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
5 calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and
6 the Administrator's determination of the challenges.

7 **7.7 Objections to Settlement.**

8 7.7.1 Only Participating Class Members may object to the class action components of the
9 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
10 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
11 Payment and/or Enhancement Awards.

12 7.7.2 Participating Class Members may send written objections to the Administrator, by
13 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
14 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
15 Participating Class Member who elects to send a written objection to the Administrator must do
16 so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus
17 an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

18 7.7.3 Non-Participating Class Members have no right to object to any of the class action
19 components of the Settlement.

20 **7.8 Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
21 performed or observed by the Administrator contained in this Agreement or otherwise.

22 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
23 maintain and use an internet website to post information of interest to Class Members including
24 the date, time and location for the Final Approval Hearing and copies of the Settlement
25 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
26 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
27 Expenses Payment and Enhancement Awards; the Final Approval Order; and the Judgment. The
28 Administrator will also maintain and monitor an email address and a toll-free telephone number

1 to receive Class Member calls, faxes and emails.

2 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
3 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
4 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
5 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
6 and other identifying information of Class Members who have timely submitted valid Requests
7 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
8 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
9 Exclusion from Settlement submitted (whether valid or invalid).

10 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
11 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
12 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
13 valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay
14 Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual
15 PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s
16 assessment of the validity of Requests for Exclusion and attach copies of all Requests for
17 Exclusion and objections received.

18 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the
19 authority to address and make final decisions consistent with the terms of this Agreement on all
20 Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
21 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

22 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by
23 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
24 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
25 for filing in Court attesting to its due diligence and compliance with all of its obligations under
26 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
27 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
28 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the

number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. **ESCALATOR CLAUSE**. Based on their records, Defendants represent there are 499 Class Members who collectively worked a total of 7,377 Workweeks during the Class Period and there are 364 Aggrieved Employees who collectively worked a total of 6,043 PAGA Pay Periods during the PAGA Period. Should the Workweeks increase more than 10% (i.e., a total of more than 8,115 Workweeks), the GSA shall increase on a proportional basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 8,115 (for example, if the final number of total Workweeks increases by 12%, the GSA will increase by 2% or \$6,000). Similarly, should the PAGA Pay Periods increase more than 10% (i.e., a total of more than 6,647 PAGA Pay Periods), the GSA shall increase on a proportional basis equal to the percentage increase in the number of PAGA Pay Periods worked by the Aggrieved Employees above 6,647 (for example, if the final number of total PAGA Pay Periods increases by 12%, the GSA will increase by 2% or \$6,000). At their option, Defendants can opt to avoid increasing the GSA by electing to end the Class Period and PAGA Period when either the number of Workweeks reaches 8,115, or when the number of PAGA Pay Periods reaches 6,647, whichever related date is earlier. If Defendants opt to shorten the end dates subject to this provision, the Class Period end date and the PAGA Period end date must be on the same date, and Defendants must notify Plaintiffs of their intent to exercise this option within thirty (30) days of this Agreement becoming fully executed.

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

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

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

9.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement pursuant to at least Code of Civil Procedure section 664.6, including for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective

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

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

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

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint has merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class

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

9 11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants,
10 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
11 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
12 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
13 directly or indirectly, specifically or generally, to any person, corporation, association,
14 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
15 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
16 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
17 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
18 government agency. Each Party agrees to immediately notify the other Party of any judicial or
19 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
20 Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any
21 conversation or other communication, before the filing of the Motion for Preliminary Approval,
22 with any third party regarding this Agreement or the matters giving rise to this Agreement except
23 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
24 restrict Class Counsel's communications with Class Members in accordance with Class Counsel's
25 ethical obligations owed to Class Members.

26 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
27 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
28 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability

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

3 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
4 together with its attached exhibits shall constitute the entire agreement between the Parties
5 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
6 inducements made to or by any Party.

7 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
9 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
10 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
11 terms of this Agreement including any amendments to this Agreement.

12 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
13 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence and supplementing points and
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
16 or content of any document necessary to implement the Settlement, or on any modification of the
17 Agreement that may become necessary to implement the Settlement, the Parties will seek the
18 assistance of a mediator and/or the Court for resolution.

19 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
22 action, or right released and discharged by the Party in this Settlement.

23 11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
25 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
26 Part 10, as amended) or otherwise.

27 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
28 modified, changed, or waived only by an express written instrument signed by all Parties or their

representatives, and approved by the Court.

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

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

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

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

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

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

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

To Plaintiff:

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
 Talar DerOhannessian (SBN 311687)
talar.derohannessian@wilshirelawfirm.com
 Kareen Shatikian (SBN 346554)
kareen.shatikian@wilshirelawfirm.com
WILSHIRE LAW FIRM
 660 S. Figueroa Street, Sky Lobby
 Los Angeles, California 90017

Telephone: (213) 381-9988

To Defendants:

Christopher F. Wohl (SBN 170280)

cwohl@pkwhlaw.com

Hallie R. Spaulding (SBN 258383)

hspaulding@pkwhlaw.com

PALMER KAZANJIAN WOHL HODSON LLP

2277 Fair Oaks Blvd., Ste. 455

Sacramento, CA 95825

Telephone: (916) 442-3552

Facsimile: (916) 640-1521

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

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

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Code of Civil Procedure section 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the San Diego County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

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IT IS SO AGREED.

By the Parties:

DATED: 4/13/2026

DocuSigned by:

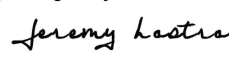


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Plaintiff Rachael Byrnes

DATED: 4/13/2026

Signed by:



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Plaintiff Jeremy Lastra

DATED: 4/14/2026

Signed by:



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Plaintiff Jenna Barfknecht

DATED: 4/14/2026

Signed by:



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Plaintiff Leacy Jones Jr.

DATED: _____

Defendant CDLake, LLC

By: _____

Title: _____

DATED: _____

Defendant CLS1, LLC

By: _____

Title: _____

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Approved as to Form by Counsel:

1 By the Parties:

2
3
4 DATED: _____

Plaintiff Rachael Byrnes

5
6 DATED: _____

Plaintiff Jeremy Lastra

7
8
9 DATED: _____

Plaintiff Jenna Barfknecht

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11
12 DATED: _____

Plaintiff Leacy Jones Jr.

13
14
15 DATED: 4/22/2026


Trevor Shults (Apr 22, 2026 22:02:57 PDT)

Defendant CDLake, LLC

By: Trevor Shults

Title: Managing member

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20 DATED: 4/22/2026

Trevor Shults

Defendant CLS1, LLC

By: Trevor Shults

Title: Managing member

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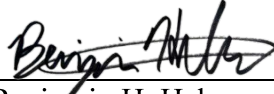
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28 Approved as to Form by Counsel:

1
2 DATED: 04/14/2026

WILSHIRE LAW FIRM, PLC

3
4 By:


Benjamin H. Haber
Talar DerOhannessian
Kareen Shatikian
Attorneys for Plaintiffs

7
8 DATED: 04/14/2026

PALMER KAZANJIAN WOHL HODSON LLP

9
10 By:


Christopher F. Wohl
Hallie R. Spaulding
Attorneys for Defendants

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EXHIBIT A

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

Byrnes, et al. v. CDLake, LLC, et al.
Sacramento County Superior Court, Case No. 24CV024391

***The Sacramento 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 may be eligible to receive money from employee class and representative action lawsuits (“Action”) against CDLake, LLC and CLS1 LLC (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by former employees, Rachael Byrnes, Jeremy Lastra, Jenna Barfknecht, and Leacy Jones, Jr. and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendants during the Class Period (June 1, 2024 through August 29, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all Class Members who worked for Defendants during the PAGA Period (December 5, 2024 through August 29, 2025) (“Aggrieved Employees”).

Defendants deny that they have done anything wrong and dispute all the claims in the Action. For example, Defendants contend that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendants complied with California wage statement and record requirements; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants are not liable for any of the penalties sought or that could have been sought in the Operative Complaint; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Wilshire Law Firm to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendants, the Parties concluded that it is in their best interests and the interests of the Class to settle the Actions now on the terms summarized in this Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, who expressly deny all liability. The proposed Settlement has two main parts: (1) a Class settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendants to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period.** If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendants for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendants. 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. You may not legally exclude yourself from the PAGA settlement.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendants for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendants for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendants' records indicate that you worked for Defendants CDLake, LLC and/or CLS1 LLC at some point(s) between June 1, 2024, through August 29, 2025, 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

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

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 Defendants during the "PAGA Period," which is December 5, 2023, through August 29, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement 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 12, 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 Sacramento County Superior Court. The case is titled *Byrnes, et al. v. CDLake, LLC, et al*, Case No. 24CV024391. The people who sued, Rachel Byrnes, Jeremy Lastra, Jenna Barfknecht, and Leacy Jones Jr., are the Plaintiffs, and the companies sued, CDLake, LLC, and CLS1 LLC, are the Defendants.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuit alleges wage and hour violations against Defendants for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay missed rest period premiums; (5) failure to indemnify all necessary business expenditures; (6) failure to furnish accurate itemized wage statements; (7) failure to timely pay wages during employment; (8) failure to timely pay wages upon separation of employment; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiffs are seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendants deny Plaintiffs' claims and denies any wrongdoing.

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 Plaintiffs or Defendants on the merits of the claims alleged in the lawsuit. Plaintiffs believe Plaintiffs would win at trial. Defendants think that Plaintiffs' lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as

Plaintiffs' lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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 for any Defendant in California as an hourly-paid or non-exempt employee at any time from June 1, 2024, through August 29, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay a Gross Settlement Amount ("GSA") of \$300,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees up to thirty-five percent (35%) of the GSA or \$105,000.00 and reimbursement for reasonable costs; Enhancement Award up to \$7,500.00 to Plaintiff Rachael Byrnes, \$7,500.00 to Plaintiff Jeremy Lastra, \$7,500.00 to Plaintiff Jenna Barfknecht, and \$5,000.00 to Plaintiff Leacy Jones Jr. (for Plaintiffs' work and efforts prosecuting this case); a PAGA Penalties payment of \$400,000.00 to resolve the PAGA claims; and Settlement Administration Costs to [REDACTED], not to exceed \$ [REDACTED]. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately \$ [REDACTED]. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$40,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or \$26,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or \$14,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as reflected in Defendants' records, in comparison to the total number of Workweeks worked by

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all Class Members during the Class Period from June 1, 2024, through August 29, 2025. **Twenty percent (20%)** of each Individual Class Payment will be treated as payment for alleged unpaid wages and will be reported on an IRS Form W-2, subject to applicable payroll tax withholdings and deductions. **Eighty percent (80%)** will be treated as payment for alleged penalties, which will be reported on IRS Forms 1099.

Individual PAGA Payment: If you worked for Defendants from December 5, 2023, through August 29, 2025 (“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 Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. 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. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. 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 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on _____, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court’s Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 21 days after the Court’s approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed 180 days after 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

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For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you timely exclude yourself, you will become a Participating Class Member. This means that you may not sue, continue to sue, or participate in any other lawsuit against Defendants concerning the legal claims resolved by this Settlement. Specifically, you will be giving up or “releasing” the Released Class Claims described below against Defendants and related entities and individuals (collectively, the “Released Parties”). These releases will become effective after the Court’s approval of the Settlement becomes final.

Released Class Claims: The “Released Class Claims” include all claims under state, federal, and local law that were asserted or could have been asserted based on the facts alleged in the lawsuit against Defendants, arising during the Class Period, against the Released Parties. The Released Class Claims do not include claims for retaliation, discrimination, workers’ compensation, unemployment insurance, disability benefits, or claims outside the Class Period.

Released PAGA Claims: If you are an Aggrieved Employee (that is, if you worked for Defendants during the PAGA Period), you will also release all claims for civil penalties under the California Private Attorneys General Act (“PAGA”) arising during the PAGA Period that were asserted or could have been asserted based on the facts alleged in Plaintiffs’ PAGA notice to the California Labor and Workforce Development Agency and the lawsuit. Aggrieved Employees cannot opt out of the release of the PAGA claims, regardless of whether they exclude themselves from the class settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be on or before _____, 2026 [45 days after the Class Notice is mailed].. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[INSERT].

CDLake, LLC, and CLS1 LLC Settlement

XXXXX

City, State, XXXXX

Email:

Fax:

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the

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Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendants during the PAGA Period (December 5, 2023, through August 29, 2025).

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you timely exclude yourself from the Settlement, you will give up any right to sue Defendants for the claims resolved by this Settlement. If you have a pending lawsuit against Defendants relating to the claims covered by this Settlement, you should speak to your attorney in that case immediately. To continue your own lawsuit, you must exclude yourself from this Settlement. The deadline to request exclusion is forty-five (45) days from the date the Class Notice is mailed.

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

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you may retain the right to pursue your own legal action against Defendant for individual wage claims, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber
benjamin.haber@wilshirelawfirm.com
Talar DerOhannessian
talar.derohannessian@wilshirelawfirm.com
Kareen Shatikian
kareen.shatikian@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, currently estimated at \$105,000.00, for work performed in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask the Court to approve reimbursement of litigation expenses not to exceed \$ [REDACTED]. The Court may award Class Counsel less than the amounts requested.

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Class Counsel will also ask the Court to approve an enhancement award to Plaintiff Rachael Byrnes in the amount of \$7,500.00, Plaintiff Jeremy Lastra in the amount of \$7,500.00, Plaintiff Jenna Barfknecht in the amount of \$7,500.00, and Plaintiff Leacy Jones, Jr. in the amount of \$5,000.00 in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment, for the initiative, risk, and time and effort Plaintiffs spent serving as the Class Representative. The Court may award a Class Representative less than the amount requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

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

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, 2026 [45 days after the Class Notice is mailed], at the following address:

[INSERT]

CDLake, LLC, and CLS1 LLC, Settlement

XXXXX

City, State, XXXXX

Email:

Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. 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.

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.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

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

The Court will hold a Final Approval Hearing at _____ on _____ in Department 23 of the Sacramento County Superior Court (Gordon D. Schaber Sacramento County Courthouse) located at 720 9th Street, Sacramento, CA 95814, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO 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.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendants about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800 _____, or you can write to the Administrator at the following address:

[INSERT]

CDLake, LLC, and CLS1 LLC Settlement

XXXXX

City, State, XXXXX

Email:

Fax:

PLEASE DO NOT TELEPHONE THE COURT OR CDLAKE, LLC OR CLS1 LLC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE