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Attorneys for Defendant
7 DREYER'S GRAND ICE CREAM, INC.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF KERN**

10
11 WILLIE SCOTT, on behalf of himself and all
others similarly situated, and the general public,

12 Plaintiff,

13 vs.

14 RANDSTAD IN HOUSE SERVICES, LLC, a
Delaware limited liability company,
15 RANDSTAD NORTH AMERICA, INC., a
Delaware corporation; DREYER'S GRAND ICE
16 CREAM, INC., a Delaware corporation; and
DOES I through 50, inclusive,

17 Defendants.
18

Case No. BCV-22-103329

Assigned for All Purposes To:
Judge: Thomas S. Clark
Dept: 17

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

Action Filed: December 15, 2022

1 This Stipulation and Settlement of Class Action and PAGA Claims (“Agreement”) is made by
2 and between Plaintiff Willie Scott (“Plaintiff”), in his individual capacity and on behalf of the Class
3 Members and PAGA Group Members, on the one hand, and Defendants Dreyer’s Grand Ice Cream, Inc.
4 (“DGIC”), and Randstad In-House Services, LLC and Randstad North America, Inc. (collectively,
5 “Randstad”) (DGIC and Randstad are collectively, “Defendants”), on the other hand. Plaintiff and
6 Defendants are referred to in this Agreement collectively as the “Parties,” or individually as a “Party.”
7 Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere in this
8 Agreement.

9 For the consideration set forth herein, including, but not limited to, a release of claims by the
10 Participating Class Members and a general release of claims by Plaintiff, Defendants agree to a settlement
11 amount of One Million, Three Hundred Twelve Thousand, and Six Hundred Eighty Dollars
12 (\$1,312,680.00) (the “Settlement Amount”) as set forth herein.

13 Now, therefore, it is stipulated and agreed by and among the undersigned Parties, subject to the
14 approval of the Court pursuant to the California Rules of Court, that the Settlement of the Action shall be
15 effectuated subject to the following terms and conditions.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action filed by Plaintiff against Defendants in Alameda County
21 Superior Court, Case No. 22CV022986, and includes the putative class action lawsuit filed by Plaintiff
22 against Defendants on December 1, 2022; the First Amended Complaint filed by Plaintiff against
23 Defendants on February 9, 2023, to add a cause of action under California’s Private Attorneys General
24 Act (“PAGA”); and the Second Amended Complaint to be filed by Plaintiff against Defendants as set
25 forth in Section 2.03, below. The Action alleges violations of Labor Code sections 90.6, 200-203, 204,
26 206, 210, 212, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 245, 256, 404,
27 510, 512, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1,
28 1198, 1199, 2698-2699.5, 2802, and 2810.3; violations of Civil Code section 3287 (a), violation of

California Code of Civil Procedure sections 1021.5 and 1032, violation of 8 Cal. Code Regs. 11040, violations of all applicable Industrial Welfare Commission (“IWC”) wage orders; violations of California’s Business and Professions Code section 17200 *et. seq.*, attorneys’ fees and interest, and the following claims and/or theories: (1) failure to provide meal periods; (2) failure to provide rest periods, (3) failure to pay minimum (plus liquidated damages), straight time, overtime or double time wages, based on theories, including but not limited to, for off-the-clock work (time spent donning/doffing uniforms or safety equipment, driving, attending meetings, taking or receiving phone calls, work performed pre-shift/post-shift/during unpaid meal breaks, waiting in line at security checkpoints and/or time clocks, waiting in line for health welfare checks/temperature screenings), failure to accurately track and pay all minutes worked/rounding of time, and/or manipulation of time entries to show less hours than actually worked, (4) failure to pay all sick pay wages, (5) failure to pay wages at the regular rate of pay (sick time, overtime, meal period premiums, rest period premiums and/or bonus pay), (6) failure to pay split shift premiums, (7) failure to pay reporting time pay, (8) work on the seventh consecutive day in a workweek, (9) failure to pay all vested vacation time at time of termination and/or at final rate of pay, (10) failure to indemnify business expenses (including but not limited to, Personal Protective Equipment (PPE), personal cell phone, personal tools to work on machines, laundering work uniforms, mileage and/or gas costs in driving personal vehicles), (11) failure to provide accurate written wage statements, (12) failure to timely pay wages during employment, (13) failure to timely pay all final wages, (14) failure to pay wages without discount, (15) failure to return deposits for uniforms and/or failure to pay interest on deposits, (16) unfair competition, (17) civil penalties under the Private Attorneys General Act (“PAGA”), (18) misclassification of employees, and (19) whistleblower retaliation under California Labor Code section 1102.5.

b. “Agreement” means this Joint Stipulation and Settlement of Class Action Claims, including any attached Exhibit(s).

c. “Attorneys’ Fees and Costs” means reasonable attorneys’ fees for Class Counsel’s litigation and resolution of this Action (not to exceed one-third of the Gross Settlement Amount), and Class Counsel’s expenses and costs reasonably incurred in connection with this Action.

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d. “Check-Cashing Period” means the period of 180 days after the date each of the Individual Settlement Payment checks are issued.

e. “Claims and Allegations at Issue” means all of the claims and allegations asserted in (i) the Second Amended Complaint, to be filed by Plaintiff against Defendants, see Section 2.03, below, (ii) the First Amended Complaint filed by Plaintiff against Defendants on February 9, 2023; (iii) the Original Complaint filed by Plaintiff against Defendants on December 1, 2022; (iv) the letter sent to the LWDA on behalf of Plaintiff against Defendants dated December 1, 2022; (v) the amended letter to be sent to the LWDA on behalf of Plaintiff against Defendants, see Section 2.02 below, and (v) any claims or allegations that could have been asserted under any applicable Industrial Welfare Commission (“IWC”) Wage Order based on the facts, claims or theories expressly pleaded in the Action.

f. “Class” means all current and former non-exempt or hourly employees who worked for Defendant DGIC in California at any time during the Class Period.

g. “Class Counsel” means the attorneys for the Class, the Class Members, and PAGA Group Members, who are:

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Jose Maria D. Patino, Jr.
Tyson Gibb
SETAREH LAW GROUP
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Beverly Hills, CA 90212
T: (310) 888-7771
E: shaun@setarehlaw.com
jose@setarehlaw.com
tyson@setarehlaw.com

h. “Class and PAGA Group List” means a list based on Defendants’ business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, the number of Qualifying Pay Periods worked during the Class Period (calculated by Defendants and sent to the Settlement Administrator), and the number of Qualifying Pay Periods worked during the PAGA Period (calculated by Defendants and sent to the Settlement Administrator).

i. “Class Members” or “Class” means all current and former non-exempt or hourly employees who worked for Defendant DGIC in California during the Class Period.

j. “Class Notice” means the Court approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in the form, without material variation (unless as modified as directed by the Court), attached as **Exhibit A**.

k. “Class Period” means August 18, 2019, through the date of preliminary approval of the Settlement, subject to Paragraph nn, Subparagraph (1), below.

l. “Class Representative” means the named Plaintiff in this Action seeking Court approval to serve as the Class and PAGA Representative.

m. “Court” means the Court that will grant preliminary and final approval of the Parties’ Settlement.

n. “Defendants” means Randstad and DGIC.

o. “Defense Counsel” means counsel for Defendants, who are:

DGIC

David G. Hagopian
Garrett V. Jensen
Marianne C. Koepf
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Randstad

Justin T. Curley
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Daniel Whang
SEYFARTH SHAW LLP
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San Francisco, CA 94105
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E: jcurley@seyfarth.com
jnorlander@seyfarth.com
dwhang@seyfarth.com

p. “Effective Date” of this Settlement shall be the later of the time when: (i) the date of final affirmance of the Judgment on an appeal, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (iv) if no appeal is filed, the sixty-first (61st) calendar day after the Court enters final approval of the Settlement and the Judgment approving this Agreement.

1 q. “Final Fairness and Approval Hearing” means the hearing to be conducted by the Court
2 to determine whether to finally approve and implement the Settlement pursuant to the terms of this
3 Agreement.

4 r. “Final Order” means the final order signed by the Court following the Final Fairness and
5 Approval Hearing in accordance with the terms herein, approving this Agreement.

6 s. “Gross Settlement Amount” means the settlement amount of One Million, Three
7 Hundred Twelve Thousand, and Six Hundred Eighty Dollars (\$1,312,680.00) as set forth, subject to
8 Paragraph nn, Subparagraph (1), below, and subject to the credit in Section 3.06 (a), below, which shall
9 be inclusive of all Individual Settlement Payments, Attorneys’ Fees and Costs, the Enhancement
10 Payment, Settlement Administration Costs, and the LWDA Payment, below. Employer’s Share of
11 Payroll Taxes shall be paid separately and in addition to the Gross Settlement Amount. Defendants are
12 not jointly and severally liable for the Gross Settlement Amount.

13 t. “Employer’s Share of Payroll Taxes” means Defendant DGIC’s portion of payroll taxes,
14 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments that
15 constitutes wages. The Employer’s Share of Payroll Taxes shall be submitted by Defendant DGIC to the
16 Settlement Administrator in addition to the Gross Settlement Amount.

17 u. “Enhancement Payment” means a monetary award subject to Court approval of up to
18 Five Thousand Dollars and Zero Cents (\$5,000.00) that will be paid to Plaintiff pursuant to Section
19 3.06(e) of this Agreement.

20 v. “Individual Class Settlement Payment” means each Participating Class Member’s pro
21 rata share of the Net Settlement Amount calculated according to the number of Pay Periods the Class
22 Members worked during the Class Period.

23 w. “Individual PAGA Settlement Payment” means each PAGA Group Member’s pro rata
24 share of 25% of the PAGA Penalties, calculated according to the number of Pay Periods the PAGA
25 Group Member worked during the PAGA Period.

26 x. “LWDA” means the California Labor and Workforce Development Agency.

27 y. “LWDA Payment” means the portion of the PAGA Payment payable to the LWDA.

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1 z. “Motion for Final Approval” means Plaintiff’s submission of a written motion, including
2 any evidence as may be required for the Court to conduct an inquiry into the fairness of the Settlement
3 Agreement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to enter
4 a Final Order in this Action.

5 aa. “Motion for Preliminary Approval” means Plaintiff’s written motion, including any
6 evidence as may be required for the Court to grant preliminary approval of the Settlement Agreement,
7 including as required by Rule 3.769 of the California Rules of Court.

8 bb. “Net Settlement Amount” means the Gross Settlement Amount less the amount credited
9 to Defendants by Plaintiff (see Section 3.06 (a) below), and the amount allocated to Settlement
10 Administration Costs, Attorneys’ Fees and Costs, the Enhancement Payment, and the PAGA Payment.

11 cc. “Objection” means the Class Member’s timely submission of a written objection notice
12 to the Class Settlement, which must explain the reason for the objection and be signed by the Class
13 Member.

14 dd. “Operative Complaint” means the Second Amended Complaint to be filed by Plaintiff in
15 the Action.

16 ee. “PAGA” means the California Private Attorneys General Act of 2004, which is codified
17 in California Labor Code §§ 2698, *et seq.*

18 ff. “PAGA Group Member” or “PAGA Group” means all current and former non-exempt
19 or hourly employees who worked for Defendant DGIC, and/or Defendant Randstad and were placed to
20 work at Defendant DGIC, in California at any time during the PAGA Period.

21 gg. “PAGA Notice” means the Court approved Notice of PAGA Settlement, to be mailed to
22 PAGA Group Members, attached as **Exhibit B**.

23 hh. “PAGA Payment” means the amount payable from the Gross Settlement Amount to
24 resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall be paid to the
25 LWDA and twenty-five percent (25%) shall be paid to PAGA Group Members.

26 ii. “PAGA Period” means the period from December 1, 2021, through the date of
27 preliminary approval of the Settlement for PAGA Group Members employed by Randstad and/or means
28 the period from January 31, 2021, through the date of preliminary approval of the Settlement for PAGA

Group Members employed by DGIC.

jj. “Participating Class Member” means a Class Member who does not timely request to be excluded from the Settlement and will therefore receive a share of the Net Settlement Amount.

kk. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement in accordance with the terms of this Agreement.

ll. “Preliminary Approval Order” means the order the Court enters approving and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the Final Fairness and Approval Hearing and granting preliminary approval of the Settlement set forth in this Agreement, among other things.

mm. “Qualifying Pay Periods (PAGA)” means any pay period during which a PAGA Group Member worked during the PAGA Period.

nn. “Qualifying Pay Periods (Class)” means any pay period during which a Class Member primarily worked for one or more of Defendants in California during the Class Period.

(1) Defendants estimate that there were no more than 97,371 Qualifying Pay Periods (Class) during the period from October 27, 2019 through August 14, 2023. In the event the number of Qualifying Pay Periods (Class) during the period from August 18, 2019 through August 14, 2023 (“Data Period”), increases from 97,371 pay periods by more than 10%, or there are more than an additional 9,737 Qualifying Pay Periods (Class), then Defendants shall have the choice of (i) increasing the amount of \$737,680 (the amount allocated to the settlement class claims and taking into account the credit for the release agreements) on a proportional basis above 10% (*i.e.*, if there is an 11% increase in the number of pay periods during the Data Period, Defendants agree to increase the Gross Settlement Amount by 1%). or (ii) electing to end the Class Period on the date that the number of Qualifying Pay Periods (Class) exceeds 110% of 97,371 Qualifying Pay Periods (Class) ($97,371 + 9,737 = 107,108$).

oo. “Released Class Claims” means the claims being released as described in Section 4.01, below.

pp. “Released PAGA Claims” means the claims being released as described in Section 4.02, below.

qq. “Released Parties” are defined in Section 4.01 and 4.02, below.

rr. “Request for Exclusion “ means the Class Member’s timely submission of a written request to be excluded from the Class Settlement signed by the Class Member, which needs to include their name, last four digits of his/her Social Security Number (to verify identity), identify the case as *Scott v. Randstad In House Services, LLC, et al.*, and state that they request exclusion from the class, do not wish to participate in the settlement, and understand that they will not be entitled to a portion of the Class Settlement. Any Class Member who does not affirmatively exclude themselves from the class portion of the Settlement by submitting a timely Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims and Released PAGA Claims (if applicable), as well as any Final Order that may be entered by the Court if it grants final approval of the Settlement. However, any Class Member who opts out of the class portion of the Settlement will still be releasing the PAGA Released Claims if that person is a PAGA Group Member.

ss. “Settlement” means the final resolution and disposition of the Action pursuant to this Agreement.

tt. “Settlement Administration Costs” means all costs (not to exceed \$40,000.00) incurred by the Settlement Administrator in administering the Settlement, including, but not limited to, the following: (i) printing, mailing and re-mailing (if necessary) of Class Notices to Class Members; (ii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, the Enhancement Award, Attorneys’ Fees and Costs, and the LWDA Payment; (iv) processing and validating Requests for Exclusions and Notices of Objection; (v) establishing a Qualified Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

uu. “Settlement Administrator” means Apex Class Action Administration, which will be responsible for the administration of the Settlement pursuant to the terms of this Agreement.

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1 **Section 2.03: Filing of Second Amended Complaint**

2 As part of this Settlement, the Parties shall stipulate to the filing a Second Amended Complaint
3 (“SAC”) in the Action, which shall add back in all of the prior putative class claims stemming back to
4 October 27, 2019. Plaintiff also shall include in the class claims the following allegations and theories:
5 violations of the California Labor Code (Labor Code §§ 90.6, 200, 204, 206, 210, 216, 218, 218.5, 218.6,
6 221, 225.5, 226.3, 226.8, 227.3, 245, 256, 404, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1182.12,
7 1185, 1199 and 2810.3), violation of Civil Code section 3287 (a), violation of California Code of Civil
8 Procedure sections 1021.5 and 1032, violation of 8 Cal. Code Regs. 11040, and violations of all
9 applicable IWC wage orders and the following claims and/or theories (1) failure to pay hourly wages
10 (whether straight time, overtime or double time pay) based on theories, including but not limited to, for
11 off-the-clock work (time spent donning/doffing uniforms or safety equipment, driving, attending
12 meetings, taking or receiving phone calls, work performed pre-shift/post-shift/during unpaid meal breaks,
13 waiting in line for health welfare checks/temperature screenings), failure to accurately track and pay all
14 minutes worked/rounding of time, and/or manipulation of time entries to show less hours than actually
15 worked, (2) failure to pay sick pay wages, (3) failure to pay wages at the regular rate of pay (sick time,
16 overtime, meal/rest period premiums, and/or bonus pay), (4) failure to timely pay wages during
17 employment, (5) failure to pay split shift premiums, (6) failure to pay reporting time pay, (7) work on the
18 seventh consecutive day in a workweek, (8) failure to pay all vested vacation time at time of termination
19 and/or at final rate of pay, (9) failure to indemnify business expenses based on theories for personal cell
20 phone, personal tools to work on machines, laundering work uniforms, mileage and/or gas costs in driving
21 personal vehicles, (10) failure to return deposits for uniforms and/or failure to pay interest on deposits,
22 (11) misclassification of employees, and (12) whistleblower retaliation under California Labor Code
23 section 1102.5.

24 Plaintiff shall also amend his PAGA cause of action to add the same additional Labor Code
25 violations and theories as set forth in this paragraph.

26 The SAC shall become the Operative Complaint in the Action. All material allegations in the
27 SAC shall be deemed denied by Defendants without the necessity of Defendants filing an Answer to the
28 SAC or any other pleading in the Action. The SAC shall be submitted by Plaintiff prior to the Motion

for Preliminary Approval.

Section 2.04: Stipulation to Class Certification for Settlement Purposes

The Parties agree that the Action will be stayed until the requests for preliminary and final approval of the Settlement are either granted or denied, except to proceed with those motions. Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Operative Complaint for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Defendants do not consent to certification of the Class for any purpose other than to effectuate the Settlement of the Action. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court.

Section 2.05: Continued Best Efforts to Obtain Court Approval of Settlement

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement in accordance with the terms of this Agreement and shall use their respective best efforts to obtain Court approval and to implement this Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval and instead addresses issues/concerns with the filed motion, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to reach a resolution, the Parties agree to seek the assistance of mediator Brandon McKelvey to resolve the dispute.

Section 2.06: Effect of Non-Occurrence of Effective Date

If the Effective Date does not occur, the Parties agree as follows:

- (a) Any conditional certification of the Class will be vacated and Plaintiffs, Defendants, and the Class will be returned to their positions with respect to the Action as if this Agreement had not been entered into. Any Settlement Administration costs incurred to that point will be split by the Parties. However, if Defendant DGIC exercises its option to terminate this Settlement (as addressed in Section 3.04 (c)), Defendant DGIC and Plaintiff shall agree to equally split the amount of Settlement Administration Costs incurred up to the date of termination.
- (b) Any orders of the Court preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall

not be used or cited thereafter by any person or entity.

(c) The fact that Plaintiff and Defendant DGIC were willing to stipulate to certification for the purposes of this Agreement shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to any cause of action alleged in the Action.

(d) The fact of the settlement terms reflected in this Agreement and the fact that Defendant DGIC did not oppose the certification of a Class under this Agreement or that the Court preliminarily approved the certification of the Class shall not be used or cited thereafter by any person or entity in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

(e) This Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever (except as addressed in this Section regarding costs and agreements).

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Preliminary Approval and Conditional Class Certification

Plaintiff will submit his Motion for Preliminary Approval (“Motion”) along with this Agreement to the Court for preliminary approval pursuant to Rule 3.769 of the California Rules of Court. The Motion will be filed within 30 days of the execution of this Agreement and will be scheduled to be heard on the first available date with the Court’s calendar, after giving proper notice of the Motion. The Motion for Preliminary Approval will request a hearing date for the Final Fairness and Approval Hearing to be included in the Preliminary Approval Order. Defendants will not oppose the Motion for Preliminary Approval. At least three (3) business days prior to submission of Plaintiffs’ Motion for Preliminary Approval, Plaintiffs’ counsel will prepare and deliver to Defense Counsel a draft of the Motion for Preliminary Approval papers for counsel’s review, including a draft of the notice, memorandum in

support, and any supporting declarations. Any proposed changes or revisions shall be incorporated by Class Counsel to the extent Class Counsel deems them reasonable. However, if Class Counsel chooses not to incorporate Defendants' requested changes or revisions, Defendants reserve the right to file an objection and/or opposition to Plaintiff's Motion for Preliminary Approval of the parties' Settlement.

Section 3.02: The Settlement Administrator

The Parties have chosen Apex Class Action Administration to administer the Settlement pursuant to this Agreement and to act as the Settlement Administrator. The Settlement Administrator shall perform all functions required under this Agreement and take necessary steps to effectuate the Settlement, including, but not limited to, the following: distributing and responding to inquiries about the Class Notice; determining the validity of any Requests for Exclusion and/or notice of Objection; calculating the Net Settlement Amount and the Individual Settlement Payments; issuing the Individual Settlement Payment checks and distributing them to Participating Class Members and PAGA Group Members; issuing the PAGA Payment to the LWDA; and issuing payment to Class Counsel for Attorneys' Fees and Costs, to Plaintiff for his Enhancement Award, and to the appropriate taxing authorities for the Employer's Share of Payroll Taxes, which will be paid by Defendant DGIC, separately and in addition to the Gross Settlement Amount. The Settlement Administrator shall provide Class Counsel with estimated average of the recovery for the Class Members and PAGA Group Members, and the high and low ranges. To protect Class Members' and PAGA Group Members' privacy rights, the Settlement Administrator shall maintain any and all Class Member or PAGA Group Member identifying information provided to it by Defendants ("Class and PAGA Data") in confidence, use the Class and PAGA Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class and PAGA Data to Administrator employees who need access to the Class and PAGA Data to effectuate the terms of this Agreement. The Settlement Administrator has a continuing duty to immediately notify Defense Counsel if it discovers the confidentiality of the Class and/or PAGA Data has been breached.

Section 3.03: Notice to Class Members and PAGA Group Members

No later than twenty-one (21) calendar days after the Preliminary Approval Date, Defendants will provide the Settlement Administrator the Class and/or PAGA Group List.

Within ten (10) calendar days of receiving the Class and/or PAGA Group List from Defendants,

1 the Settlement Administrator will send Class Members and/or PAGA Group Members, by first-class
2 mail, at their last known addresses, the Court approved Class and PAGA Notice. The Class and PAGA
3 Notice will include a calculation of each Class Member's and/or PAGA Group Member's estimated share
4 of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of mailing of
5 the Class Notice to postmark objections or Requests for Exclusion. Prior to the initial mailing, the
6 Settlement Administrator will check all Class Member addresses against the National Change of Address
7 database and shall update any addresses before mailing. Class Members shall not be required to submit
8 claim forms in order to receive their share of the Net Settlement Amount.

9 If a Class and PAGA Notice is returned with a forwarding address, the Settlement Administrator
10 shall re-mail the Class and PAGA Notice to the forwarding address. With respect to each Class Member
11 and/or PAGA Group Member whose Notice is returned to the Settlement Administrator as undeliverable,
12 the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a
13 skip trace or mass search on a database such as LexisNexis based on set criteria and, if another address is
14 identified, shall mail the Notice to the newly identified address. It is the intent of the Parties that
15 reasonable means be used to locate Class Members and/or PAGA Group Members, and that the
16 Settlement Administrator be given discretion to take steps in order to facilitate notice of the Settlement
17 and delivery of the Individual Settlement Payments to the Participating Class Members and/or PAGA
18 Group Members.

19 If a Class Member's Notice is re-mailed, the Class Member shall have forty-five (45) days from
20 the date of the initial mailing to postmark objections or requests for exclusion. If the Class and PAGA
21 Notice is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel
22 and Defense Counsel as part of a weekly status report provided to the Parties.

23 In the event a Class and PAGA Notice remains undeliverable forty-five (45) days after its initial
24 mailing, the Settlement Administrator will not mail the Class Member and/or PAGA Group Member's
25 Individual Settlement Payment. The Settlement Administrator will hold the Class Member and/or PAGA
26 Group Member's Individual Settlement Payment during the Check-Cashing Period on behalf of the Class
27 Member and/or PAGA Group Member. If, at the conclusion of the Check-Cashing Period, the Class
28 Member and/or PAGA Group Member's check payment remain uncashed, the Settlement Administrator

will send the funds from those checks to the State of California's State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each such Class Member and/or PAGA Group Member. The Settlement Administrator shall comply with the timing and procedural requirements of the State Controller's office with respect to the handling of uncashed checks attributed to Class Members and/or PAGA Group Members.

No later than thirty (30) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of requests for exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Settlement Terms Bind All Class Members Who Do Not Submit a Timely Request for Exclusion

Any Class Member who does not affirmatively opt out of the class portion of the Settlement by submitting a timely Request for Exclusion will be bound by all of its terms including those pertaining to the Released Class Claims and Released PAGA Claims, as well as any Final Order that may be entered by the Court if it grants final approval of the Settlement. However, any Class Member who opts out of the class portion of the Settlement will still be releasing the PAGA Released Claims if that person is a PAGA Group Member.

b. Class Member Disputes

If a Class Member and/or PAGA Group Member disputes the Individual Settlement Payment Amount or basis thereof, the Class Member and/or PAGA Group Member may produce evidence to the Settlement Administrator for the Class/PAGA Period. In order for the dispute to be considered, s/he must follow the directions on the Notice of Class Action Settlement.

Written notice of the dispute must be received by the Settlement Administrator within 45 calendar days of the mailing of the Notice (as addressed above). The date of mailing of the Notice by the Settlement Administrator to the Class Member and/or PAGA Group Member, and the date the notice of dispute was postmarked, shall be conclusively determined according to the records of the Settlement

1 Administrator. Upon the timely receipt of any dispute, the Settlement Administrator will notify Defense
2 Counsel in writing (email constitutes a writing for this purpose) of the dispute within three (3) business
3 days of receipt and let Class Counsel know generally that an individual has disputed the Individual
4 Settlement Amount, or basis thereof, without providing full details of the dispute. Defendants' records
5 will be presumed determinative, absent evidence to rebut Defendants' records, but the Settlement
6 Administrator will evaluate the evidence submitted by the Class Member and make the final decision as
7 to the validity of such evidence.

8 **c. Requests for Exclusion from Class Members**

9 By entering into this Agreement, Plaintiff agrees that he will not request exclusion from the Class.
10 Class Members who wish to exclude themselves (opt-out of) from the Class Settlement must send the
11 Administrator by mail, a Request for Exclusion that must be signed by the Class Member or his or her
12 authorized representative, include the last four digits of his/ Social Security Number (to verify his/her
13 identity) and identify the case as *Scott v. Randstad In House Services, LLC, et al.* postmarked by no later
14 than forty-five (45) days after the date the Settlement Administrator initially mails the Notice Packet to
15 the Class Members. The Class Notice shall contain instructions on how to validly exclude oneself from
16 the Class and this Settlement, but the Request for Exclusion must just state that they request exclusion
17 from the class and do not wish to participate in the settlement, or words to that effect. The date of the
18 initial mailing of the Class Notice, and the date the signed Request for Exclusion was postmarked, shall
19 be conclusively determined according to the records of the Settlement Administrator. Any Class Member
20 who timely and validly submits a Request for Exclusion will not be entitled to any Individual Settlement
21 Payment from the Net Settlement Amount, will not be bound by the terms and conditions of this
22 Agreement, and will not have any right to object, appeal, or comment thereon. However, even if Class
23 Members validly opt out of the Settlement, they will still be entitled to a portion of the employees' share
24 of the PAGA Payment if the Class Member also qualifies as a PAGA Group Member. PAGA Group
25 Members cannot opt out of the settlement or the release of the PAGA claim. The Parties agree that the
26 Court's approval of the Settlement, inclusive of the settlement and release pertaining to the PAGA claim,
27 shall be entitled to res judicata, issue preclusion, and claim preclusion effect to the fullest extent of the
28 law.

1 Any Class Member who fails to timely submit a Request for Exclusion shall automatically be
2 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
3 determined by the Court's Final Order, and by the other rulings in the Action. Thus, said Class Member's
4 rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

5 Defendant DGIC has the unilateral right to void this Agreement in the event more than five
6 percent (5%) of Class Members opt out of the Settlement. Defendant DGIC must notify Class Counsel
7 and the Court whether it is exercising this right to void no later than fourteen (14) days after the
8 administrator provides Defendant DGIC with the total number of valid Request for Exclusion Forms it
9 has received.

10 **d. Objections to Settlement**

11 Class Members may object to the Settlement by submitting to the Settlement Administrator his
12 or her notice of Objection or by appearing at the Final Fairness and Approval Hearing to explain their
13 objection(s). In order for a Class Member to object to this Agreement, or any term of it, the Class Member
14 must not submit a Request for Exclusion notice (*i.e.*, must not opt out). The Objection notice must include
15 the Class Member's full name, address and telephone number, and a written statement of the grounds of
16 objection, and be signed by the objecting Class Member or his or her attorney, along with all supporting
17 papers for the objection as applicable (such as documents showing that the number of pay periods
18 calculated is incorrect). Settlement Class Members who fail to make objections in the manner specified
19 above shall be deemed to have waived any objections and shall be foreclosed from making any objections
20 (whether by appeal or otherwise) to the Settlement.

21 The notice of Objection and supporting papers must be sent to the Settlement Administrator by
22 mail/fax no later than forty-five (45) days after the Class Notice was initially mailed to the Class
23 Members. The date of the initial mailing of the Class Notice, and the date the signed notice of Objection
24 was postmarked, shall be conclusively determined according to the records of the Settlement
25 Administrator. The Settlement Administrator shall send any notice of Objection it receives to Defense
26 Counsel and Class Counsel within three (3) business days of receipt.

27 The Court retains final authority with respect to the consideration and admissibility of any Class
28 Member objections.

1 **e. Encouragement of Class Members**

2 The Parties, Class Counsel, and Defense Counsel shall not, directly or indirectly, through any
3 person, encourage or solicit any Class Member to exclude himself or herself from this Settlement (opt
4 out) or to object to the Settlement. However, nothing in this Agreement shall bar or prohibit any Party,
5 Class Counsel, or Defense Counsel from responding to questions from Class Members and/or PAGA
6 Group Members concerning this Settlement.

7 **Section 3.05: Final Fairness and Approval Hearing**

8 The Final Fairness and Approval Hearing shall be held before the Court in order to (1) review
9 this Agreement and determine whether the Court should grant final approval pursuant to the Motion for
10 Final Approval, and (2) consider any timely objections made pursuant to Section 3.04(d), above, and any
11 responses from the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties
12 shall ask the Court to grant final approval of this Agreement and shall submit to the Court a proposed
13 Final Order and Judgment.

14 **Section 3.06: Settlement Payment Procedures**

15 **a. Credit for Prior Release Agreements**

16 The Parties further acknowledge and agree that release agreements with Settlement Class
17 Members shall be credited to the GSA in the amount of Two Hundred Fifty-Thousand Dollars
18 (\$250,000.00).

19 **b. Funding the Settlement Amount**

20 In exchange for the releases set forth in this Agreement and subject to the terms and conditions
21 set forth herein, and after taking the credit set forth in paragraph (a) above, Defendants shall pay One
22 Million, Sixty-Two Thousand, Six Hundred and Eighty Dollars (\$1,062,680.00) on a non-reversionary
23 basis. This amount includes Individual Settlement Payments to Participating Class Members and PAGA
24 Group Members, Settlement Administration Costs, Attorneys' Fees and Costs, the Enhancement
25 Payment, and the LWDA Payment.

26 The Employer's Share of Payroll Taxes will be paid by Defendant DGIC, separate from and in
27 addition to the Gross Settlement Amount.

28 The amounts owed in this paragraph will be payable by Defendants fifteen (15) calendar days

1 after the Effective Date of the Settlement.

2 In no event shall Defendants be required to pay more than the GSA (minus the credit for prior
3 releases), other than as provided in this Section (Employer's Share of Payroll Taxes).

4 **c. Payment of Attorneys' Fees and Costs**

5 Class Counsel shall apply for an award of attorneys' fees of up to one-third (33 and 1/3%) of the
6 Gross Settlement Amount, which is presently Four Hundred Thirty-Seven Thousand Five Hundred Sixty
7 Dollars (\$437,560.00). In addition, subject to Court approval, Class Counsel shall be entitled to an award
8 of reasonable costs associated with Class Counsel's prosecution of the Action not to exceed Twelve
9 Thousand Dollars (\$12,000.00). Such application for attorneys' fees and costs shall be heard by the Court
10 at the Final Fairness and Approval Hearing. Defendants will not object to or oppose Plaintiffs' application
11 for these amounts. Class Counsel shall be paid any Court-awarded attorneys' fees and costs as provided
12 in this Section. The Court's approval of attorneys' fees and/or costs in an amount less than that requested
13 by Class Counsel shall not invalidate this Agreement.

14 The Attorneys' Fees and Costs approved by the Court shall encompass all work performed and
15 all costs and expenses related to the investigation, prosecution, and settlement of the Action incurred
16 through the Effective Date. To the extent that the Court approves less than the amounts of attorneys' fees
17 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will
18 be reallocated to the Net Settlement Amount.

19 **d. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall
21 not constitute payment to any Participating Class Member. Class Counsel will submit an application for
22 Court approval for an allocation of Settlement Administration Costs no greater than Forty Thousand
23 Dollars (\$40,000.00). Defendants will not object to or oppose Plaintiff's application for this amount. To
24 the extent there are unused funds of this cost allocation, such funds will be reallocated to the Net
25 Settlement Amount. The Settlement Administration costs shall be paid in accordance with this Section.

26 **e. Payment of Enhancement Payments to Plaintiff**

27 Subject to Court approval, Plaintiff shall receive an Enhancement Payment of up to Five
28 Thousand Dollars and Zero Cents (\$5,000.00) for his services as class representative and in exchange for

1 a general release of Plaintiff's claims. Defendants will not oppose this request. The Enhancement
2 Payment will be paid from the Gross Settlement Amount and is not allocated as payment to any
3 Participating Class Member. Plaintiff shall be paid the Court-awarded Enhancement Payment in
4 accordance with this Section. To the extent that the Court approves less than the amount of the
5 Enhancement Payment that Plaintiff has requested, the difference between the requested and awarded
6 amount will be reallocated to the Net Settlement Amount.

7 Because it is the intent of the Parties that the Enhancement Payment represents payment to
8 Plaintiff for services performed on behalf of the Class Members and not to be considered wages, the
9 Settlement Administrator will not withhold any taxes from the Enhancement Payment. The Enhancement
10 Payment will be reported on an IRS Form 1099, which the Settlement Administrator will provide to each
11 Plaintiff and to the pertinent taxing authorities as required by law.

12 **f. LWDA Payment**

13 In consideration of claims alleged under PAGA, Class Counsel will request that the Court
14 approve allocation of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) of the Gross
15 Settlement Amount as PAGA penalties. Seventy-five percent (75%), or Two Hundred Forty-Three
16 Thousand Seven Hundred and Fifty Dollars (\$243,750.00), of this amount will be paid to the LWDA,
17 and twenty-five percent (25%), or Eighty-One Thousand Two Hundred and Fifty Dollars (\$81,250.00)
18 will be allocated to the Net Settlement Amount for distribution to PAGA Group Members. Defendants
19 will not oppose this request for allocation and distribution of payments under this Section 3.06(f). The
20 Court's adjustment, if any, of the amount allocated as PAGA penalties will not invalidate this Agreement,
21 as long as the amount contributed by Defendants does not exceed the Gross Settlement Amount, less the
22 \$250,000 credit, \$1,062,680.00 (excluding Defendant DGIC's share of the payroll taxes applicable to the
23 Net Settlement Amount allocated to wages) and subject to final approval of the Settlement is granted.

24 **g. PAGA Payments to PAGA Group Members**

25 If a Class Member requests exclusion from the Settlement, the Class Member is still entitled to
26 his or her share of the employees' portion of the PAGA Payment if he/she is a PAGA Group Member,
27 which will be determined on a pro rata basis based upon the number of pay periods that the PAGA Group
28 Member worked during the PAGA Period. The Parties agree that the Court's approval of the Settlement

1 Payment, inclusive of the settlement and release pertaining to the PAGA claim, shall be entitled to res
2 judicata, issue preclusion, and claim preclusion effect to the fullest extent of the law. Each individual
3 PAGA payment will be 100% attributable to penalties and reported on an IRS Form 1099.

4 **h. Individual Settlement Payments to Participating Class Members**

5 The Parties agree that the Net Settlement Amount shall be used to fund Individual Class
6 Settlement Payments and Individual PAGA Settlement Payments (collectively, "Individual Settlement
7 Payments"). The Parties agree that the Net Settlement Amount shall be divided between all Participating
8 Class Members as follows: For those Participating Class Members who previously signed release
9 agreements, they will receive one-third of the average pay period amount for each pay period covered by
10 the release agreement that overlaps with the pay periods under this settlement. For Participating Class
11 Members with release agreements that do not cover all pay periods covered by this settlement or for those
12 Participating Class Members without release agreements, they will receive a payment in proportion to
13 the number of Qualifying Pay Periods during the Class Period. To calculate the amount each Participating
14 Class Member will receive, the Net Settlement Amount will subtract the amount paid to Participating
15 Class Members with signed release agreements, and the remainder will be divided by the total number of
16 Qualifying Pay Periods worked by all Participating Class Members during the Class Period (minus pay
17 periods covered by release agreements) to determine the base dollar amount per Qualifying Pay Period
18 (class). The Settlement Administrator shall then multiply the number of Qualifying Pay Periods (Class)
19 for each Participating Class Member by the base dollar amount. In addition, all PAGA Group Members
20 shall receive a pro rata share of the portion of the PAGA Payment allocated to PAGA Group Members
21 based on their Qualifying Pay Periods during the PAGA Period. The Settlement Administrator shall
22 disperse Individual Settlement Payments to Participating Class Members in compliance with this Section.

23 Each Individual Settlement Payment will represent wages, penalties, expenses and interest
24 allocated using the following formula: twenty percent (20%) allocated to wages (with legally required
25 tax withholding) and eighty percent (80%) allocated to penalties, expenses and interest.

26 Based on the information contained in the Class List, the Settlement Administrator shall calculate:
27 (a) the Net Settlement Amount, (b) the Individual Settlement Payment for each Participating Class
28 Member based on the formula specified above, (c) the amount of the Individual Settlement Payments to

be allocated to wages and interest and penalties based on the formula specified above, (d) Defendant DGIC's share of the payroll taxes applicable to the Net Settlement Amount allocated to wages; and (e) the employee tax withholding amount based on the allocation of each Individual Settlement Payment to wages.

Individual Settlement Payments allocated to wages will be reduced by applicable employee withholdings, and the Settlement Administrator will issue an IRS Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue an IRS Form 1099 for the interest, expenses and penalty portions of the Individual Settlement Payments.

Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their settlement checks.

i. Distribution of the Gross Settlement Amount

The Settlement Administrator will distribute the Individual Settlement Payments to Participating Class Members in accordance with Section 3.06(h) above. If Individual Settlement Payments are returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on a database such as LexisNexis based on set criteria and, if another address is identified, shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address or if any funds representing Individual Settlement Payments remain uncashed upon the expiration of the Check-Cashing Period, the Settlement Administrator will deliver the monies represented by the check to the State of California's State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each Class Member.

j. Credit Toward Benefit Plans

The Individual Settlement Payments made to Participating Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intent that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under

any benefit plans.

ARTICLE IV

RELEASES

Section 4.01: Releases by Participating Class Members and Plaintiff

During the Class Period, Plaintiff and Participating Class Members will release the Released Parties (defined in this paragraph below) from all claims under federal, state or local law, that were asserted or could have been asserted based on the facts, claims, and theories expressly pleaded in the Second Amended Complaint or any prior Complaints; the facts, claims or theories expressly raised in Plaintiff's amended notice to the LWDA (to be filed) and prior notice to the LWDA dated December 1, 2022, regarding Defendants; and/or any facts, claims or theories arising under any applicable IWC Wage Orders, including claims for violations of Labor Code sections 90.6, 200-203, 204, 206, 210, 212, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 245, 256, 404, 510, 512, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.5, 2802, and 2810.3; violations of Civil Code section 3287 (a), violation of California Code of Civil Procedure sections 1021.5 and 1032, violation of 8 Cal. Code Regs. 11040, violations of all applicable Industrial Welfare Commission ("IWC") wage orders; violations of California's Business and Professions Code section 17200 *et. seq.*, attorneys' fees and interest; violations of Civil Code section 3287 (a), violation of 8 Cal. Code Regs. 11040, violations of applicable Industrial Welfare Commission ("IWC") wage orders; violations of California's Business and Professions Code section 17200 *et. seq.*, attorneys' fees and interest, and the following claims and/or theories: (1) failure to provide meal periods; (2) failure to provide rest periods, (3) failure to pay minimum (plus liquidated damages), straight time, overtime and/or double time wages, based on theories, including but not limited to, for off-the-clock work (time spent donning/doffing uniforms or safety equipment, driving, attending meetings, taking or receiving phone calls, work performed pre-shift/post-shift/during unpaid meal breaks, waiting in line at security checkpoints and/or time clocks, waiting in line for health welfare checks/temperature screenings), failure to accurately track and pay all minutes worked/rounding of time, and/or manipulation of time entries to show less hours than actually worked, (4) failure to pay sick time wages, (5) failure to pay wages at the regular rate of pay (sick time, overtime, meal period premiums, rest period premiums,

and/or bonus pay), (6) failure to pay split shift premiums, (7) failure to pay reporting time pay, (8) work on the seventh consecutive day in a workweek, (9) failure to pay all vested vacation time at time of termination and/or at final rate of pay, (10) failure to indemnify business expenses (including but not limited to, Personal Protective Equipment (PPE), personal cell phone, personal tools to work on machines, laundering work uniforms, mileage and/or gas costs in driving personal vehicles), (11) failure to provide accurate written wage statements, (12) failure to timely pay wages during employment, (13) failure to timely pay all final wages, (14) failure to pay wages without discount, (15) failure to return deposits for uniforms and/or failure to pay interest on deposits, (16) unfair competition, (17) misclassification of employees, and (18) whistleblower retaliation under California Labor Code section 1102.5. (“Released Class Claims”).

Plaintiff and Participating Class Members will waive and release the Released Class Claims against Defendant DGIC, together with its current and former owners, officers, directors, managers, members, employees, third party staffing agencies, and agents, as well as Defendant DGIC’s predecessors, successors, direct and indirect parent companies, subsidiaries, affiliated entities, and/or third party staffing agencies, including without limitation, Nestle Dreyer’s Ice Cream Company, Dreyer’s Grand Ice Cream Holdings, Inc., Froneri US, Inc., Froneri International Limited, and each of their current and former owners, officers, directors, managers, members, employees, third party staffing agencies and agents (collectively, the “DGIC Released Parties”).

Section 4.02: Release by PAGA Group Members, Including Plaintiff

In addition to the release set forth in Section 4.01 above, for the PAGA Period, Plaintiff and all PAGA Group Members shall be deemed to have released the PAGA Released Parties of any and all claims and/or causes of action under the PAGA that were asserted or could have been asserted based upon the facts, claims and theories expressly pleaded in the Second Amended Complaint or any prior Complaints; the facts, claims or theories expressly raised in Plaintiff’s amended notice to the LWDA (to be filed) and prior notice to the LWDA dated December 1, 2022, regarding Defendants; and/or any facts, claims or theories arising under any applicable IWC Wage Orders, including claims for violations of Labor Code sections 90.6, 200-203, 204, 206, 212, 216, 218.6, 223, 225.5, 226, 226.3, 226.7, 227.3, 245, 256, 404, 510, 512, 558, 558.1, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.5,

1 and 2802; violations of Civil Code section 3287 (a), violation of 8 Cal. Code Regs. 11040, violations of
2 all applicable Industrial Welfare Commission (“IWC”) wage orders; attorneys’ fees and interest, and the
3 following claims and/or theories: (1) failure to provide meal periods; (2) failure to provide rest periods,
4 (3) failure to pay minimum (plus liquidated damages), straight time, overtime and/or double time wages,
5 based on theories, including but not limited to, for off-the-clock work (time spent donning/doffing
6 uniforms or safety equipment, driving, attending meetings, taking or receiving phone calls, work
7 performed pre-shift/post-shift/during unpaid meal breaks, waiting in line at security checkpoints and/or
8 time clocks, waiting in line for health welfare checks/temperature screenings), failure to accurately track
9 and pay all minutes worked/rounding of time, and/or manipulation of time entries to show less hours than
10 actually worked, (4) failure to pay sick pay wages, (5) failure to pay wages at the regular rate of pay (sick
11 time, overtime, meal period premiums, rest period premiums and/or bonus pay), (6) failure to pay split
12 shift premiums, (7) failure to pay reporting time pay, (8) work on the seventh consecutive day in a
13 workweek, (9) failure to pay all vested vacation time at time of termination and/or at final rate of pay,
14 (10) failure to indemnify business expenses (including but not limited to, Personal Protective Equipment
15 (PPE), personal cell phone, personal tools to work on machines, laundering work uniforms, mileage
16 and/or gas costs in driving personal vehicles), (11) failure to provide accurate written wage statements,
17 (12) failure to timely pay wages during employment, (13) failure to timely pay all final wages, (14) failure
18 to pay wages without discount, (15) failure to return deposits for uniforms and/or failure to pay interest
19 on deposits, (16) misclassification of employees, and (17) whistleblower retaliation under California
20 Labor Code section 1102.5. (“Released PAGA Claims”).

21 Plaintiff and PAGA Group Members will waive and release the Released PAGA Claims against
22 the DGIC Released Parties and Defendants Randstad, together with their current and former owners,
23 officers, directors, managers, members, employees, and agents, as well as Defendants’ predecessors,
24 successors, direct and indirect parent companies, subsidiaries, and/or affiliated entities, and each of their
25 current and former owners, officers, directors, managers, members, employees, third party staffing
26 agencies and agents (collectively, the “PAGA Released Parties”).

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1 **Section 4.03: General Release by Plaintiff**

2 For and during the Settlement Class Release Period, Plaintiff, for himself, his heirs, successors,
3 and assigns, waive, release, acquit, and forever discharges the Released Parties from any and all claims,
4 actions, charges, complaints, grievances, and causes of action, of any nature arising from Plaintiff's
5 employment with Defendants, whether known or unknown, which exist or may exist as of the Parties'
6 execution of this Agreement.

7 Section 1542 of the California Civil Code provides as follows:

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

12 Plaintiff's general release provided herein is made with an express waiver and relinquishment of any
13 claim, right, or benefit under California Civil Code § 1542. Plaintiff warrants that he has read this
14 Agreement, including this waiver of California Civil Code § 1542, and that Plaintiff has consulted with
15 or had the opportunity to consult with counsel about this Agreement and specifically about the waiver of
16 § 1542, and that Plaintiff understands this Agreement and the § 1542 waiver, and so he freely and
17 knowingly enters into this Agreement. Plaintiff further acknowledges that he later may discover facts
18 different from or in addition to those Plaintiff now knows or believes to be true regarding the matters
19 released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements
20 contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of
any different or additional facts.

21 This release specifically does not include the claims alleged and set forth the individual wrongful
22 termination matter of *Scott v. Randstad Inhouse Services, LLC, et al.*, Kern County Superior Court Case
23 No. BCV-22-103329.

24 **Section 4.04: No Additional Attorneys' Fees or Costs**

25 Except for the allocation of attorneys' fees and costs from the Gross Settlement Amount set forth
26 herein, the Parties agree to bear their own attorneys' fees and costs related to this Action.

27 **Section 4.05: Inapplicability of California Labor Code 206.5**

28 The Participating Class Members, including Plaintiff, shall be deemed to have acknowledged and

1 agreed that there is a bona fide dispute as to their claim for wages and/or penalties and/or any other
2 recovery solely in connection with this Action, and that the payments to them set forth in this Agreement
3 constitute payment of all sums allegedly due to them solely from the claims alleged in the Action.
4 Participating Class Members, including Plaintiff, shall be deemed to have acknowledged and agreed that
5 Labor Code section 206.5 does not apply to any such payments. That section provides in pertinent part
6 as follows: **“No employer shall require the execution of any release of any claim or right on account
7 of wage due, or to become due, or made as an advance on wages to be earned, unless payment of
8 such wages has been made.”** Each Participating Class Member shall be deemed to have made the
9 foregoing Release as if by manually signing it. This section in no way limits the releases set forth in
10 Sections 4.01, 4.02 and 4.03, above.

11 **ARTICLE V**

12 **LIMITATIONS ON USE OF THIS SETTLEMENT**

13 **Section 5.01: No Admission**

14 Defendant disputes the allegations in the Action and contends that, but for this Settlement, a Class
15 should not have been certified in the Action. This Agreement is entered into solely for the purpose of
16 settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an
17 admission of liability or wrongdoing by Defendant. The Parties enter into this Agreement to resolve the
18 dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation.
19 In entering into this Agreement, Defendant does not admit—and in fact specifically denies—that it
20 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to
21 any statute or any other applicable laws, regulations, or legal requirements; breached any contract;
22 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other
23 unlawful conduct with respect to any and all employees at Defendant. Neither this Agreement, nor any
24 of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission
25 or concession by Defendant of any such violations or failures to comply with any applicable law. Except
26 as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and
27 provisions will not be offered or received as evidence in any action or proceeding to establish any liability
28 or admission on the part of Defendant or the Released Parties or to establish the existence of any condition

constituting a violation of, or non-compliance with, federal, state, local, or other applicable law.

Section 5.02: Non-Evidentiary Use

Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 5.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason make a final determination that it will not certify this Class for settlement, or (b) the Court should for any reason make a final determination that it will not approve this Settlement, or (c) the Court should for any reason make a final determination that it will not enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason make a final determination that it will not dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendants expressly reserve the right to oppose certification of the Class.

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1 ARTICLE VI

2 **MISCELLANEOUS PROVISIONS**

3 **Section 6.01: Amendments or Modification**

4 The terms and provisions of this Agreement may be amended or modified only by an express
5 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

6 **Section 6.02: Assignment**

7 None of the rights, commitments, or obligations recognized under this Agreement may be
8 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
9 consent of all other Parties and their respective counsel. The representations, warranties, covenants, and
10 agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and
11 shall not be construed to confer any right or to avail any remedy to any other person.

12 **Section 6.03: Governing Law**

13 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall
14 be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

15 **Section 6.04: Entire Agreement**

16 This Agreement, including Exhibit A (Class Notice) and Exhibit B (PAGA Notice) referred to
17 herein, which forms an integral part hereof, contains the entire understanding of the Parties with respect
18 to the subject matter contained herein. In case of any conflict between text contained in Articles I through
19 VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I
20 through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There
21 are no restrictions, promises, representations, warranties, covenants, or undertakings governing the
22 subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
23 supersedes all prior agreements and understandings among the Parties with respect to the Settlement of
24 the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior
25 agreements or proposals.

26 **Section 6.05: Waiver of Compliance**

27 Any failure of any Party, Class Counsel, or Defense Counsel to comply with any obligation,
28 covenant, agreement, or condition set forth in this Agreement may be expressly waived in writing, to the

1 extent permitted under applicable law, by the Party or Parties and their respective counsel entitled to the
2 benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict
3 compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a
4 waiver of, or estoppel with respect to, any subsequent or other failure.

5 **Section 6.06: Counterparts and Electronic Signatures**

6 This Agreement, and any amendments hereto, may be executed in any number of counterparts,
7 and any Party and/or their respective counsel may execute any such counterpart, each of which when
8 executed and delivered shall be deemed to be an original. All counterparts taken together shall constitute
9 one instrument. A fax, PDF, or electronic signature on this Agreement shall be as valid as an original
10 signature.

11 **Section 6.07: Meet and Confer Regarding Disputes**

12 Should any dispute arise among the Parties or their respective counsel regarding the
13 implementation or interpretation of this Agreement, Class Counsel and Defense Counsel shall meet and
14 confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

15 **Section 6.08: Agreement Binding on Successors**

16 This Agreement will be binding upon, and inure to the benefit of, the successors in interest of
17 each of the Parties.

18 **Section 6.09: Cooperation in Drafting**

19 The Parties have cooperated in the negotiation and preparation of this Agreement. This
20 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was
21 the drafter or participated in the drafting of this Agreement.

22 **Section 6.10: Fair and Reasonable Settlement**

23 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of the
24 Action and have arrived at this Agreement through arm's-length negotiation and in the context of
25 adversarial litigation, taking into account all relevant factors, current and potential. The Parties further
26 believe that the Settlement is consistent with public policy, and fully complies with applicable law. The
27 Parties further acknowledge that they are each represented by competent counsel and have had an
28 opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

1 **Section 6.11: Headings**

2 The descriptive heading of any section or paragraph of this Agreement is inserted for convenience
3 of reference only and does not constitute a part of this Agreement and shall not be considered in
4 interpreting this Agreement.

5 **Section 6.12: Notice**

6 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
7 communications under this Agreement must be in writing and addressed as follows:

8 *To Plaintiffs and the Class:*

9 Shaun Setareh
10 Jose Maria D. Patino, Jr.
11 Tyson Gibb
12 SETAREH LAW GROUP
13 9665 Wilshire Blvd., Suite 430
14 Beverly Hills, CA 90212
15 T: (310) 888-7771
16 E: shaun@setarehlaw.com
17 jose@setarehlaw.com
18 tyson@setarehlaw.com

19 And

20 *To Defendants:*

21 **DGIC**

22 David G. Hagopian
23 Garrett V. Jensen
24 Marianne C. Koepf
25 CDF LABOR LAW LLP
26 18300 Von Karman Avenue, Ste. 800
27 Irvine, CA 92612
28 T: (949) 622-1661
E: dhagopian@cdflitigation.com
 gjensen@cdflaborlaw.com
 mkoepf@cdflaborlaw.com

29 **Randstad**

30 Justin T. Curley
31 Jeffrey A. Norlander
32 Daniel Whang
33 SEYFARTH SHAW LLP
34 560 Mission Street, 31st Floor
35 San Francisco, CA 94105
36 T: (415) 397-2823
37 E: jcurley@seyfarth.com
38 jnorlander@seyfarth.com
39 dwhang@seyfarth.com

40 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

41 To the extent consistent with class action procedure, this Agreement shall be enforceable by the
42 Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h).
43 The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the
44 Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement
45 and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction

over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

Section 6.14: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to execution of such documents, and taking such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement, to effectuate this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement (after execution of this agreement), or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

Class Counsel represent and warrant that they are authorized by Plaintiffs, and Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties. Defendants represent and warrant that the individual executing this Agreement on its behalf has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

Section 6.16: No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

///

(signatures on following pages)

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Dated: 5/23/2024


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Willie Scott
Plaintiff

Dated:

Randstad In House Services, LLC and Randstad North America, Inc.

Dated:

Dreyer's Grand Ice Cream, Inc.

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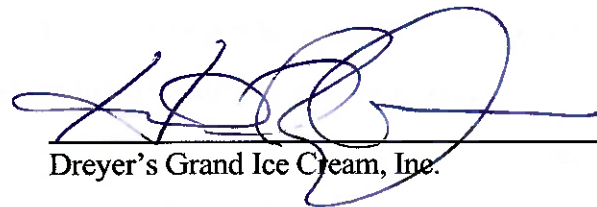
Dated: _____

Willie Scott
Plaintiff

Dated: 5/30/2024

Jay Ferguson
Randstad In House Services, LLC and Randstad North
America, Inc.

Dated: 05/21/2024


Dreyer's Grand Ice Cream, Inc.

1 APPROVED AS TO CONTENT AND FORM:

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Dated: 5/28/2024

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Dated: May 30, 2024

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Dated: May 29, 2024

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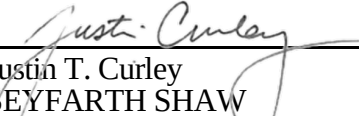
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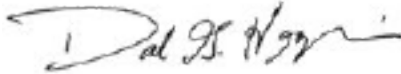


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Shaun Setareh
SETAREH LAW GROUP
Attorneys for Plaintiffs



Justin T. Curley
SEYFARTH SHAW
Attorneys for Defendants Randstad In House Services,
LLC and Randstad North America, Inc.



David G. Hagopian
CDF LABOR LAW LLP
Attorneys for Defendant Dreyer's Grand Ice Cream, Inc.

EXHIBIT A

Willie Scott v. Randstad In House Services, LLC, et al.
Kern County Superior Court, Case No. [#####]
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT ("Notice")

I. WHY IT IS IMPORTANT TO READ THIS NOTICE

PLEASE READ THIS NOTICE CAREFULLY.

**YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION.
YOU MAY BE ENTITLED TO MONETARY COMPENSATION FROM THIS SETTLEMENT.
YOU ARE NOT BEING SUED.**

Plaintiff Willie Scott filed a lawsuit against Randstad In House Services LLC or Randstad North America, Inc. ("Randstad") and Dreyer's Grand Ice Cream, Inc. ("Dreyer's") on behalf of employees working directly for Dreyer's or those working for Randstad who were placed on assignment at a Dreyer's facility in California during the relevant time periods (discussed below).

You are being sent this Notice because our records indicate that you were an hourly-paid or non-exempt employee of Dreyer's in California at any time from August 18, 2019 through [Date of Preliminary Approval]. This Notice relates to a proposed settlement ("Settlement") of a Private Attorney General Act ("PAGA") and class action litigation brought against Defendants. If you are a Class Member, this Notice contains important information about your right to a payment from the Settlement or to be excluded from the class portion of the Settlement according to the procedures described below. If you are a PAGA Member, this Notice contains important information about your right to a payment from the PAGA portion of the Settlement.

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, the Superior Court for the State of California, County of Kern, the Honorable [insert name], presiding, entered on [preliminary approval date order], you are hereby notified as follows:

A proposed Settlement has been reached between the parties in the lawsuit titled *Willie Scott v. Randstad In House Services, LLC, et al.*, Kern Superior Court Case No. [redacted]. The Settlement includes all persons employed by Dreyer's as an hourly-paid or non-exempt employee at any time between August 18, 2019 through date of preliminary approval, inclusive (the "Class Period"), (the "Class" or "Class Members"). Class Members' individual recoveries may be decreased based on any release agreement with Dreyer's with respect to any wage and hour claim that overlaps with the Class Period and based on the date the release agreement was entered into. You have received this notice because Dreyer's records indicate that you are a Class Member and/or PAGA Member, and therefore entitled to a payment from the settlement. The PAGA period for Dreyer's current and former employees runs from January 31, 2021, through [redacted Preliminary Approval of the settlement] (the "PAGA Period").

In addition to conditionally approving the Settlement, the Court also conditionally approved Plaintiff Willie Scott ("Plaintiff" or "Named Plaintiff") to serve as a class representative, and Shaun Setarah, Jose Patino and Maxim Gorbunov of Setareh Law Group, to serve as Class Counsel.

The Court will decide whether to provide final approval of the Settlement at a court hearing schedule for [redacted], 202[redacted] at [redacted], before the Honorable [insert name] in Department [#] of the Superior Court of California, County of Kern, which is located at 1215 Truxton Avenue, Bakersfield, CA 93301 (the "Final Approval Hearing"). At the Final Approval Hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. At the Final Approval Hearing, the Court will also determine Class Counsel's request for attorneys' fees, litigation expenses, administrative costs, penalties under Labor Code §§ 2698 et seq. and the class representative incentive award. The Final Approval Hearing may be continued by the Court without further notice to the Class. It is not necessary for you to appear at this Final Approval Hearing, but you are welcome to do so.

II. WHAT THIS LITIGATION IS ABOUT

On December 1, 2022, Scott filed the Action entitled, *Willie Scott v. Randstad In House Services, LLC et al.* with the Alameda County Superior Court on behalf of himself and a putative class of people he contends are similarly situated, as well as other alleged aggrieved employees. Plaintiff later transferred venue of the Action to Kern County Superior Court. The operative complaint alleges claims including failure to provide meal periods, failure to provide rest periods, failure to pay minimum (plus liquidated damages), straight time and/or overtime wages for time spent working off-the-clock (including time spent donning/doffing uniforms or safety equipment, driving, attending meetings, taking or receiving work-related phone calls, performing work pre/post-shift or during unpaid meal breaks, and waiting in line for health welfare checks/temperature screenings), failure to accurately track and pay all minutes worked/rounding of time, and/or manipulation of time entries to show less hours than accurately worked, failure to pay sick time wages, failure to pay wages at the regular rate of pay (sick time, overtime, meal/rest period premiums and/or bonus pay), failure to pay split shift premiums, failure to pay reporting time pay, work on the seven consecutive day in a workweek, failure to pay all vested vacation time at time of termination and/or at final rate of pay, failure to indemnify business expenses (including but not limited to personal protective equipment, personal cell phone use, personal tools to work on machines, laundering work uniforms, mileage and/or gas costs in driving personal vehicles), failure to provide accurate written wage statement, failure to timely pay wages during employment, failure to timely pay all wages owed at termination, failure to pay wages without discount, failure to return deposits for uniforms and/or failure to pay interests on deposits, unfair compensation, civil penalties under the Private Attorneys General Act, misclassification of employees and whistleblower retaliation, based on the following sections: Labor Code §§ 90.6, 200-203, 204, 206, 210, 212, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 245, 256, 404, 510, 512, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.5, 2802 and 2810.3, applicable Industrial Welfare Commission (“IWC”) Wage Orders, 2 Cal. Code Regs. 11040, Code Civil Procedure section 1021.5, 1032, Civil Code section 3287, Business & Professions Code § 17200 et seq. (collectively, the “Action”).

Defendants deny and continue to deny, the allegations in the Action. Defendants contend that they have acted in compliance with the law at all times. There has been no finding of any wrongdoing or liability by Defendants. Defendants do not admit to any wrongdoing or liability. Defendants also do not admit that the Action can or should proceed as a PAGA and/or class action. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial, yet PAGA Members and Class Members, if the court grants final approval of the Settlement, are still entitled to receive payments. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the PAGA Members and Class Members.

Plaintiff and Defendants (where appropriate, Plaintiff and Defendants will be collectively referred to as the **“Parties”**) have now reached the Settlement on behalf of the Class. Accordingly, the Parties have entered into a Joint Stipulation of Settlement and Release of Class Action and PAGA Claims (the **“Settlement Agreement”**), which the Court preliminarily approved on [Insert date of preliminary approval order].

The Parties and their respective counsel recognize the inherent risk and expense of continued proceedings necessary to continue this Action. The Parties and their counsel have also taken into account the extensive settlement negotiations that have been conducted. Based on the foregoing, the Parties believe the Settlement confers substantial benefits to all Class Members, is a fair, adequate, and reasonable settlement, and is in the best interests of all Class Members. The Court finds only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

III. SUMMARY OF THE SETTLEMENT TERMS

The Parties have agreed to settle the Action in exchange for the Class Settlement amount \$1,312,680.00 (**"Gross Settlement Amount"**). The Gross Settlement Amount includes: (a) the Individual Settlement Payments to the Class Participants and PAGA Group Members; (b) the attorneys' fees award to Class Counsel in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$437,560.00); (c) reimbursement of costs incurred by Class Counsel, presently estimated not to exceed \$12,000.00; (d) the Incentive Award to the Named Plaintiff, in an amount not to exceed \$5,000.00; (e) Administrative Expenses to the Settlement Administrator, in an amount no greater than \$40,000, (f) a credit to Defendants of \$250,000.00 for release agreements previously entered into by Settlement Class Members for part of the Settlement Class Period, and (g) payment to the California Labor and Workforce Development Agency (**"LWDA"**) in the amount of \$243,750.00 as the LWDA's share of the settlement of the PAGA penalties.

The balance that remains after the foregoing deductions for the Incentive Award to the Named Plaintiff, attorneys' fees and costs to Class Counsel, payment to the LWDA, the credit due to Defendants, and the Administrative Expenses (the **"Net Settlement Amount"**) will be paid to PAGA Members and Class Participants as Individual Settlement Payments according to the formula set forth below.

The Settlement Administrator will make Individual Settlement Payments to each Class Member who does not opt out of the Settlement (**"Class Participant"**). All PAGA Members will receive their share of the PAGA portion of the settlement regardless of whether they choose to opt out of the class settlement. The Net Settlement Amount shall be divided between all PAGA Members and Class Participants based on the number of pay periods for which they were employed by Dreyer's as hourly-paid employees in California during the Class Period and/or PAGA Period.

The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods worked by each individual Participating Class Member.

The Administrator will calculate Individual PAGA Payments by (a) dividing the PAGA Members' share of the Settlement by the total number of PAGA Pay Periods worked by all PAGA Members (including those who worked at Dreyer's or were placed by Randstad to work at Dreyer's) and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member during the relevant PAGA Period.

Based on the Settlement Administrator's review of Defendants' records, the Settlement Administrator intends to credit YOU the following number of Class Pay Periods and PAGA Pay Periods:

Class Member Name: NAME **Class Pay Periods:** # **PAGA Pay Periods:** #

IRS Forms W-2 and/or 1099 will be distributed to PAGA Members and Class Participants and the appropriate taxing authorities reflecting the payments that PAGA Members and Class Participants receive under the Settlement. PAGA Members and Class Participants should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, each Individual Settlement Payment: (1) for PAGA Members will be allocated 100% to penalties and, (2) for Class Participants will be allocated as 20% to wages, 30% to interest and 50% to penalties. The wage portion of each Class Participant's Individual Settlement Payment will be subject to applicable payroll taxes and withholdings.

Checks made payable to PAGA Members and Class Participants shall remain negotiable for one hundred eighty (180) days. To the extent that this Notice and/or the Individual Settlement Payment checks are undeliverable, or the Individual Settlement Payment checks are uncashed 180 days after the date listed on the check, the amount of those checks will be sent to the California Controller's Unclaimed Property Fund, with the identity of the PAGA Member or Class Participant to whom the funds belong.

Any Class Participant who disagrees with the data used to calculate his or her claim as reflected in this Notice shall be allowed to indicate and explain such disagreement by submitting a written statement explaining your dispute to the Settlement Administrator. All Pay Period Dispute Forms and written disputes must be postmarked, emailed or faxed to the Settlement Administrator no later than forty-five (45) days after the date the Notice is first mailed (the “**Dispute Deadline Date**”). The Settlement Administrator shall resolve the disagreement with the Class Participant using the employee records provided by Defendants and the Class Participant, in consultation with Class Counsel and Defense Counsel. Any disputes not otherwise resolved by the Settlement Administrator and Class Counsel and Defense Counsel concerning administration of the Settlement shall be resolved by the Court, under the laws of the State of California. The date of the postmark on the envelope or the date of emails or fax confirmations sent to the Settlement Administrator shall be the exclusive means used to determine whether a Class Participant has “timely” disputed the calculation or application of the formula for determining Individual Settlement Payments.

IV. YOUR OPTIONS UNDER THE SETTLEMENT

Option 1 — Do Nothing: if you WANT to receive an Individual Settlement Payment

Participation in this Settlement does not require the submission of a claim form. Accordingly, if the Court grants final approval of the Settlement at the Final Approval Hearing, and you have not affirmatively opted-out of the class portion of the Settlement by preparing and returning an opt-out request described in Option 2 below, you will be mailed a check for your Individual Settlement Payment, minus applicable withholdings, by the Settlement Administrator. You will be bound by the Released Claims and all other terms of the Settlement unless you follow Option 2 below. Defendants will not retaliate against any employee because he or she chooses to participate in this Settlement.

Option 2 — Opt Out of the Settlement: if you opt-out of the Settlement, you will NOT receive an Individual Settlement Payment for the Class Portion of the Settlement.

If you do not wish to participate in the Settlement, you may exclude yourself from participating in the class portion of the settlement by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice, have decided not to participate in the Settlement, and desire to be excluded or that you “opt-out” from the Settlement. If you do not submit a timely written request to opt-out, then you will be bound by the release of claims as set forth in Section V below (“**Released Claims**”) and all other terms of the Settlement. Your written request (the “Opt-Out Statement”) must state (or contain words substantially similar to) the following:

I have received the Notice of Class Action Settlement of the Action titled *Willie Scott v. Randstad In House Services, LLC, et. al.*, Kern County Superior Court Case No. [REDACTED]. I wish to opt out of the Settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any payment from the Settlement approved by the Court in the Action.

The written Opt-Out Statement also must set forth your full name (including the name you used while employed with Defendant, if different), address, last four digits of your Social Security Number, and telephone number. You must sign, date, and either email, mail or fax the Opt-Out Statement to the Settlement Administrator by First Class U.S. Mail to the address, fax number or email address below:

Willie Scott v. Randstad In House Services, LLC, et al. Class Action Settlement
Apex Class Action Administrators
[street address/P.O. Box
[City, State, Zip Code]
[phone number]
[fax number]
[email address]

If you wish to exclude yourself from this proposed Settlement, you must submit a written Opt-Out Statement to the Settlement Administrator no later than [Response Deadline].

If you submit an Opt-Out Statement that is not postmarked, emailed or faxed by [Response Deadline], subject to the Court's final determination, it may be rejected and you will be included in the Settlement Class and bound by the Released Claims and all other terms of the Settlement, and you will receive the appropriate Individual Settlement Payment. Similarly, should you receive and cash a check for your Individual Settlement Payment and elect to opt-out of the Settlement, your attempt to opt-out may be deemed void and you will be included in the Settlement Class and bound by the Released Claims and all other terms of the Settlement. Similarly, if you submit both an Opt-Out Statement and an objection, your Opt-Out Statement will be deemed void. Even if a Settlement Class Member opts out of the Settlement, the Settlement Class Member shall still receive a share of the PAGA payment and release that claim (if you worked any pay periods during the PAGA period). There is no mechanism to opt out of the PAGA portion of this settlement.

Option 3 — Make an Objection With the Court and Remain a Member of the Settlement Class

A Participating Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the class portion of the proposed Settlement. To object to the Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement.

If you wish to object to the Settlement, then you may do so by submitting a written objection to the Settlement Administrator. If you wish to submit a written objection to the Settlement, then you must submit your written statement to the Settlement Administrator by either mail, fax or email. A written objection must include your name, address, telephone number, last four digits of your Social Security number, and must state with particularity the factual and legal basis on which any objections are asserted.

All written objections must be submitted to the Settlement Administrator by either mail, email, or fax not later than [Response Deadline]. The date of the postmark on the mailing envelope, or the date of the fax or email transmission to the Settlement Administrator shall be the exclusive means used to determine whether a written objection was timely submitted.

The Court will hear from any class member who attends the final approving hearing and asks to speak.

V. THE BINDING EFFECT OF THE SETTLEMENT

1. Release by Participating Class Members. Upon the Court's final approval of the settlement, and except as to such rights or claims as may be created by the settlement, during the Settlement Class Period ([date] – preliminary approval of the settlement), Plaintiff and Class Members who have not timely opted-out of the settlement as described below will release the Class Released Parties (defined in this paragraph below) from all claims under federal, state or local law, that were asserted or could have been asserted based on the facts, claims, and theories expressly pleaded in the Second Amended Complaint or any prior Complaints; the facts, claims or theories expressly raised in Plaintiff's amended notice to the LWDA (to be filed) and prior notice to the LWDA dated December 1, 2022, regarding Defendants; and/or any facts, claims or theories arising under any applicable IWC Wage Orders, including claims for violations of Labor Code sections 90.6, 200-203, 204, 206, 210, 212, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 245, 256, 404, 510, 512, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.5, 2802, and 2810.3; violations of Civil Code section 3287 (a), violation of California Code of Civil Procedure sections 1021.5 and 1032, violations of applicable Industrial Welfare Commission ("IWC") wage orders, violations of California's Business and Professions Code section 17200 *et. seq.*, attorneys' fees and interest; violations of Civil Code section 3287 (a), violations of applicable Industrial Welfare Commission ("IWC") wage orders; violations of California's Business and Professions Code section 17200 *et. seq.*, attorneys' fees and interest, and the following claims and/or theories: (1) failure to provide meal periods; (2) failure to provide rest periods, (3) failure to pay minimum

(plus liquidated damages), straight time and/or overtime wages, based on theories, including but not limited to, for off-the-clock work (time spent donning/doffing uniforms or safety equipment, driving, attending meetings, taking or receiving phone calls, work performed pre-shift/post-shift/during unpaid meal breaks, waiting in line at security checkpoints and/or time clocks, waiting in line for health welfare checks/temperature screenings), failure to accurately track and pay all minutes worked/rounding of time, and/or manipulation of time entries to show less hours than actually worked, (4) failure to pay sick time wages, (5) failure to pay wages at the regular rate of pay (sick time, overtime, meal period/rest period premiums and/or bonus pay), (6) failure to pay split shift premiums, (7) failure to pay reporting time pay, (8) work on the seventh consecutive day in a workweek, (9) failure to pay all vested vacation time at time of termination and/or at final rate of pay, (10) failure to indemnify business expenses (including but not limited to, Personal Protective Equipment (PPE), personal cell phone, personal tools to work on machines, laundering work uniforms, mileage and/or gas costs in driving personal vehicles), (11) failure to provide accurate written wage statements, (12) failure to timely pay wages during employment, (13) failure to timely pay all final wages, (14) failure to pay wages without discount, (15) failure to return deposits for uniforms and/or failure to pay interest on deposits, (16) unfair competition, (17) misclassification of employees, and (18) whistleblower retaliation under California Labor Code section 1102.5. ("Released Class Claims"). Plaintiff and Participating Class Members will waive and release the Released Class Claims against Defendant Dreyer's, together with its current and former owners, officers, directors, managers, members, employees, third party staffing agencies, and agents, as well as Defendant Dreyer's predecessors, successors, direct and indirect parent companies, subsidiaries, affiliated entities, and/or third party staffing agencies, including without limitation Dreyer's Grand Holdings, Inc., Froneri US, Inc., Froneri International Limited, and each of their current and former owners, officers, directors, managers, members, employees, third party staffing agencies and agents (collectively, including Defendant, the "Class Released Parties").

2. Release by PAGA Group Members. For the PAGA Release Period ([date] – date of preliminary approval) Plaintiffs and all PAGA Group Members shall be deemed to have released the PAGA Released Parties (as defined below) of any and all claims and/or causes of action under the PAGA that were asserted or could have been asserted based upon the facts, claims and theories expressly pleaded in the Second Amended Complaint or any prior Complaints; the facts, claims or theories expressly raised in Plaintiff's amended notice to the LWDA (to be filed) and prior notice to the LWDA dated December 1, 2022, regarding Defendants; and/or any facts, claims or theories arising under any applicable IWC Wage Orders, including claims for violations of Labor Code sections 90.6, 200-203, 204, 206, 212, 216, 218.6, 223, 225.5, 226, 226.3, 226.7, 227.3, 245, 256, 404, 510, 512, 558, 558.1, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.5, and 2802; violations of Civil Code section 3287 (a), violations of applicable Industrial Welfare Commission ("IWC") wage orders; violations of California's Business and Professions Code section 17200 *et. seq.*, attorneys' fees and interest, and the following claims and/or theories: (1) failure to provide meal periods; (2) failure to provide rest periods, (3) failure to pay minimum (plus liquidated damages), straight time and/or overtime wages, based on theories, including but not limited to, for off-the-clock work (time spent donning/doffing uniforms or safety equipment, driving, attending meetings, taking or receiving phone calls, work performed pre-shift/post-shift/during unpaid meal breaks, waiting in line at security checkpoints and/or time clocks, waiting in line for health welfare checks/temperature screenings), failure to accurately track and pay all minutes worked/rounding of time, and/or manipulation of time entries to show less hours than actually worked, (4) failure to pay sick time wages, (5) failure to wages at the regular rate of pay (sick time, overtime, meal period/rest period premiums and/or bonus pay), (6) failure to pay split shift premiums, (7) failure to pay reporting time pay, (8) work on the seventh consecutive day in a workweek, (9) failure to pay all vested vacation time at time of termination and/or at final rate of pay, (10) failure to indemnify business expenses (including but not limited to, Personal Protective Equipment (PPE), personal cell phone, personal tools to work on machines, laundering work uniforms, mileage and/or gas costs in driving personal vehicles), (11) failure to provide accurate written wage statements, (12) failure to timely pay wages during employment, (13) failure to timely pay all final wages, (14) failure to pay wages without discount, (15) failure to return deposits for uniforms and/or failure to pay interest on deposits, (16) unfair competition, (17) misclassification of employees, and (18) whistleblower retaliation under California Labor Code section 1102.5. ("Released PAGA Claims"). Plaintiff and PAGA Group Members will waive and release the Released Class Claims against Defendant Dreyer's, together with its current and former owners, officers, directors, managers, members, employees,

1 third party staffing agencies, and agents, as well as Defendant Dreyer's predecessors, successors, direct and
2 indirect parent companies, subsidiaries, affiliated entities, and/or third party staffing agencies, including
3 without limitation Dreyer's Grand Holdings, Inc., Froneri US, Inc., Froneri International Limited, and each
of their current and former owners, officers, directors, managers, members, employees, third party staffing
agencies and agents (collectively, including Defendant, the "PAGA Released Parties").

4 If the Settlement is not finally approved by the Court, or if any of its conditions are not satisfied, the
5 Settlement will be voided, no money will be paid, and the Action will revert to litigation. However, if that
6 happens, there is no assurance that: (a) any decision at trial would be in favor of any Class Members or
PAGA Group Members; (b) a favorable trial decision, if any, would be as favorable to any Class Members
or PAGA Group Members as the Settlement; or (c) any favorable trial decision would be upheld if an appeal
was filed. The Court has expressed no opinion regarding the merits of the claims asserted in the Action.

7 8 **VI. ADDITIONAL INFORMATION**

This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the
9 matters involved in the Action and the Settlement, you may refer to the pleadings, the Settlement
10 Agreement, and other papers filed in the Action, which may be inspected at the Records public window of
the Kern County Superior Court, 1215 Truxton Avenue, Bakersfield, CA 93301, during regular business
hours of each court day.

11 To the extent there are any conflicts between this Notice and the terms of Settlement Agreement, the terms
12 of the Settlement Agreement will govern.

13 **DO NOT CALL OR CONTACT THE CLERK OF THE COURT OR THE JUDGE FOR 14 INFORMATION ABOUT THE SETTLEMENT.**

If you have any questions about the Settlement, you may contact the Settlement Administrator at the
following address or numbers:

15 [Settlement Administrator]
16 [street address/P.O. Box]
[City, State, Zip]
17 [Phone Number]
[Fax Number]

EXHIBIT B

NOTICE OF PRIVATE ATTORNEYS' GENERAL ACT ("PAGA") SETTLEMENT

Willie Scott v. Randstad In House Services, LLC, et. al.
Superior Court of the State of California for the County of Kern
Case No. [REDACTED]

Dear [Settlement Group Member's Full Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Kern County Superior Court as *Willie Scott v. Randstad In House Services, LLC, et. al.*, which has been designated Case No. [REDACTED] (the "Lawsuit"). The purpose of this letter is to provide you with basic information about the Lawsuit, the reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Lawsuit.

The Lawsuit was filed on December 1, 2022, by Willie Scott ("Plaintiff"), a former employee of Randstad In House Services, LLC or Randstad North America, Inc. ("Randstad"), who was assigned to work at a Dreyer's Grand Ice Cream, Inc. ("Dreyer's") facility in Bakersfield, California. (Randstad and Dreyer's together are "Defendants".) On [Insert Date], Mr. Scott filed the Second Amended Complaint against Defendants ("Second Amended Complaint"). In the Lawsuit, among other claims, Mr. Scott alleged that he and other current and former hourly-paid employees of Randstad who were placed on assignment at a Dreyer's facility between December 1, 2021 – [date of preliminary approval] experienced violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders by Defendants. Specifically, Mr. Scott alleged that Defendants violated sections of the California Labor Code, including sections 90.6, 200-203, 204, 206, 210, 212, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 245, 256, 404, 510, 512, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.5, 2802 and 2810.3, as well as related IWC Wage Orders, 2 Cal. Code Regs. section 11040, Code of Civil Procedure sections 1021.5 and 1032, Civil Code section 3287, premised upon various theories of liability, including Defendants' alleged failure to provide meal periods, failure to provide rest periods, failure to pay minimum (plus liquidated damages), straight time and/or overtime wages for time spent working off-the-clock (including time spent donning/doffing uniforms or safety equipment, driving, attending meetings, taking or receiving work-related phone calls, performing work pre/post-shift or during unpaid meal breaks, and waiting in line for health welfare checks/temperature screenings), failure to accurately track and pay all minutes worked/rounding of time, and/or manipulation of time entries to show less hours than accurately worked, failure to pay sick time wages, failure to pay wages at the regular rate of pay (sick time, overtime, meal/rest period premiums and/or bonus pay), failure to pay split shift premiums, failure to pay reporting time pay, work on the seven consecutive day in a workweek, failure to pay all vested vacation time at time of termination and/or at final rate of pay, failure to indemnify business expenses (including but not limited to personal protective equipment, personal cell phone use, personal tools to work on machines, laundering work uniforms, mileage and/or gas costs in driving personal vehicles), failure to provide accurate written wage statement, failure to timely pay wages during employment, failure to timely pay all wages owed at termination, failure to pay wages without discount, failure to return deposits for uniforms

and/or failure to pay interests on deposits, unfair compensation, misclassification of employees and whistleblower retaliation. Based on these alleged violations, the Lawsuit sought civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) on behalf of the State of California and all current and former hourly paid employees of Randstad who were placed to work at a Dreyer’s facility in California from December 1, 2021 – [date of preliminary approval].

Defendants deny all of the allegations in the Lawsuit. Defendants contend that they followed lawful policies and practices. In particular, Defendants contend that they followed all California Labor Code and Industrial Welfare Commission Wage Order provisions, including paying their employees for all hours worked on a timely basis, paying split shift premiums and reporting time pay (when applicable), providing them with compliant meal and rest breaks in accordance with the California Labor Code, paying all sick time wages at the appropriate rate of pay, reimbursing employees for all necessary and reasonable business-related expenses, paying employees all wages or monies owed at the time of termination (including any accrued, unused vacation pay), properly keeping records of time worked and meal periods, and regularly issuing accurate, itemized wage statements to its employees. Defendants further contend that they did not require employees to unlawfully work on the seventh consecutive day in a workweek, take discounts from wages, fail to return deposits and/or interest on deposits for uniforms (if applicable), misclassify its employees, and/or retaliate against any employee under California’s anti-retaliation whistleblower laws.

The merits of the Lawsuit have not been determined. On [Approval Date], however, the Kern County Superior Court approved a settlement of the Lawsuit.

II. Why The Settlement Check is Being Sent to You

The settlement approved by the Kern County Superior Court on [Approval Date] involves a payment of civil penalties, the reimbursement of the attorneys’ fees and litigation costs incurred by Mr. Scott in furtherance of the Lawsuit, an Enhancement Award to Mr. Scott, and administration costs. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement are being paid to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) of the civil penalties under the settlement are being distributed to all current and former hourly-paid and/or non-exempt employees of Dreyer’s as well as all current and former hourly employees of Randstad who were placed to work at a Dreyer’s facility in California during the applicable time period. If you were employed by Randstad and placed to work at a Dreyer’s facility in California at any time between December 1, 2021 and [Approval Date], then you are part of the “PAGA Settlement Group”. The enclosed settlement check is being sent to you because you have been identified as a PAGA Settlement Group Member.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated on a pro rata basis based on the number of pay periods you worked for Randstad and were assigned to work at a Dreyer's facility in California between December 1, 2021 and [Approval Date] ("Settlement Period") relative to the entire Settlement Group.

Your settlement check will remain negotiable for 180 days. If you do not cash, deposit or negotiate your settlement check within 180 days, the check will be cancelled, and the funds will be sent to the State Controller's Office Unclaimed Property Division in your name.

IV. Consequences of the Settlement

The Lawsuit was filed as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

Although you are not a "party" to the Lawsuit, the Superior Court's orders and judgment approving the settlement of the Lawsuit binds all persons, including nonparty employees, such as yourself, who would be bound by a judgment in an action brought by the State of California itself. As a result, the judgment entered upon settlement of the Lawsuit is binding on you with respect to any claims for civil penalties under PAGA encompassed by the settlement. This is true regardless of whether you choose to cash, deposit, or negotiate the enclosed settlement check.

Upon the Effective Date, the State of California with respect to Defendants' employment of Plaintiff and Settlement Group Members, shall, for the Settlement Period, fully and forever release Defendants, together with their current and former owners, officers, directors, managers, members, employees, third party staffing agencies, and agents, as well as Defendant Dreyer's predecessors, successors, direct and indirect parent companies, subsidiaries, affiliated entities, and/or third party staffing agencies, including without limitation Dreyer's Grand Holdings, Inc., Froneri US, Inc., Froneri International Limited, and each of their current and former owners, officers, directors, managers, members, employees, third party staffing agencies and agents and/or any other entity or individual which could be liable for the acts or omissions of Defendants (collectively, the "PAGA Released Parties") from the PAGA Representative Claims and any claims for civil penalties provided by the California Labor Code that could have been asserted by the State of California, Plaintiff on behalf of the State of California, and/or any Settlement Group Member on behalf of the State of California based on all claims and/or causes of action under the PAGA that were asserted or could have been asserted based upon the facts, claims, and theories expressly raised in Mr. Scott's Second Amended Complaint or any prior Complaints and/or raised by Mr. Scott in his amended notice to the California's Labor Workforce Development Agency ("LWDA") dated [insert date] or any prior notices to the LWDA (the "PAGA Released Claims").

The Released Claims are limited to claims for civil penalties under PAGA during the Settlement Period. The Settlement will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by the State of California, Plaintiff, and each and every Settlement Group Member to obtain any recovery under PAGA based on the Released Claims.

“PAGA Representative Claims” means claims for alleged violations of Labor Code sections 90.6, 200-203, 204, 206, 212, 216, 218.6, 223, 225.5, 226, 226.3, 226.7, 227.3, 245, 256, 404, 510, 512, 558, 558.1, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.5, and 2802; violations of Civil Code section 3287 (a), violation of 2 Cal. Code Regs. 11040, violations of applicable Industrial Welfare Commission (“IWC”) wage orders; violations of California’s Business and Professions Code section 17200 *et. seq.*, attorneys’ fees and interest, and the following claims and/or theories: (1) failure to provide meal periods; (2) failure to provide rest periods, (3) failure to pay minimum (plus liquidated damages), straight time and/or overtime wages, based on theories, including but not limited to, for off-the-clock work (time spent donning/doffing uniforms or safety equipment, driving, attending meetings, taking or receiving phone calls, work performed pre-shift/post-shift/during unpaid meal breaks, waiting in line at security checkpoints and/or time clocks, waiting in line for health welfare checks/temperature screenings), failure to accurately track and pay all minutes worked/rounding of time, and/or manipulation of time entries to show less hours than actually worked, (4) failure to pay sick time wages, (5) failure to wages at the regular rate of pay (sick time, overtime, meal period/rest period premiums and/or bonus pay), (6) failure to pay split shift premiums, (7) failure to pay reporting time pay, (8) work on the seventh consecutive day in a workweek, (9) failure to pay all vested vacation time at time of termination and/or at final rate of pay, (10) failure to indemnify business expenses (including but not limited to, Personal Protective Equipment (PPE), personal cell phone, personal tools to work on machines, laundering work uniforms, mileage and/or gas costs in driving personal vehicles), (11) failure to provide accurate written wage statements, (12) failure to timely pay wages during employment, (13) failure to timely pay all final wages, (14) failure to pay wages without discount, (15) failure to return deposits for uniforms and/or failure to pay interest on deposits, (16) unfair competition, (17) misclassification of employees, and (18) whistleblower retaliation under California Labor Code section 1102.5. (“Released PAGA Claims”).

V. Taxation of Your Individual Settlement Payment

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check. You are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. Should you seek tax advice or have tax questions relating to your receipt of the enclosed check, you should direct them to your own personal tax advisor.

VI. Where to Get More Information

Do not call the Kern County Superior Court about this letter, the settlement, the settlement check sent to you, or the Lawsuit in general. If you have questions about this letter, the settlement, the settlement check sent to you, or the Lawsuit in general, you may contact the Settlement Administrator at [insert contact information].

Dated: [insert date]

eSignature Details

Signer ID:	yN8RzdHSG41sT4fe1nThyUVW
Signed by:	Willie Scott
Sent to email:	ForeverScott92@gmail.com
IP Address:	209.129.120.66
Signed at:	May 23 2024, 1:58 pm PDT

eSignature Details

Signer ID:	zKRmqWjqkF8Z8f181obfbh8Q
Signed by:	Shaun Setareh
Sent to email:	shaun@setarehlaw.com
IP Address:	104.180.15.40
Signed at:	May 28 2024, 12:06 pm PDT