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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

CALVIN WATSON, individually, and on behalf
of other members of the general public similarly
situated;

Plaintiff,

vs.

PIER 39, LP, a California limited partnership; and
DOES 1 through 100, inclusive.

Case No. CGC-23-608701

**DECLARATION OF VARTAN
MADOYAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 5, 2026

Time: 10:00 a.m.

Judge: Hon. Ethan P. Schulman

Dept.: 304

1 Joanna Ghosh, Esq. (State Bar #272479)
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1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, co-counsel of record for Plaintiff Calvin Watson (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and, if called as a witness, I could and would competently testify as follows.

I. EXHIBITS

II. FACTS AND PROCEDURE

1 5. On November 15, 2023, Defendant filed its Answer to Plaintiff's Complaint, denying
2 each and every allegation set forth in the Complaint. On the same day, the Parties commenced written
3 discovery.

4 6. On July 31, 2024, the Parties participated in a full day mediation with wage and hour
5 and PAGA mediator Daniel Turner, Esq. The mediation concluded with a settlement after both Parties
6 accepted a mediator's proposal. Thereafter, the Parties drafted and negotiated a long-form settlement
7 agreement, which is the subject of the instant motion, and amended the complaint for purposes of
8 effectuating the settlement.

9 7. Months before filing the Action, Class Counsel began its pre-filing investigation into the
10 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
11 Plaintiff. As part of the interview process, the Plaintiff produced documents related to his employment.
12 At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified
13 further inquiry.

14 8. To prepare for mediation, Defendant informally produced a random sampling of Class
15 Members' time and pay records, as well as information and documents concerning the claims set forth
16 in the Action, including but not limited to, Defendant's employee handbooks and relevant wage and
17 hour policies, as well as datapoints, including but not limited to, information regarding the number of
18 Class Members and PAGA Group Members, the number of workweeks worked by the Class Members,
19 and the number of pay periods worked by the PAGA Group Members.

20 9. Class Counsel evaluated the Class Members' payroll and time data to develop various
21 damage models. Among other things, Class Counsel worked with a third-party data expert to determine
22 the approximate amount of allegedly unpaid wages, amount of allegedly unpaid overtime wages,
23 number of workweeks, pay periods, average length of shifts and average number of hours worked per
24 week. Class Counsel also estimated the number of allegedly missed, late, or truncated meal and rest
25 periods, the amount of allegedly unpaid wages, the amount of allegedly unpaid overtime, and the
26 amount of allegedly missed meal and rest period premiums paid during the Class Period.

27 10. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
28 determining Plaintiff's suitability as a putative class representative through interviews, background

1 investigations, and analysis of his employment file; (2) evaluating all of Plaintiff's potential claims;
2 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
3 and the type of employer; (4) analyzing the Class Member's time and payroll records; (5) analyzing
4 Defendant's labor policies and practices; (6) researching settlements in similar cases as well as
5 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
6 estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9)
7 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
8 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
9 independent assessment of the reasonableness of the terms to which the Parties have agreed.

10 11. Class Counsel only agreed to enter the Settlement following this thorough investigation
11 and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and
12 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
13 associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly
14 believe this Agreement to be in the best interests of the Class Members.

15 12. On July 31, 2024, the Parties conducted a full day of mediation with Daniel Turner, Esq.
16 Mediator Turner helped manage the Parties' expectations and provided a useful, neutral analysis of the
17 issues and risks to both sides. The Parties made substantial progress with Mediator Turner's assistance.
18 Namely, the Parties exchanged information regarding their respective claims and defenses, including
19 their respective evaluation of the damages. The mediation concluded with a settlement after both sides
20 accepted a mediator's proposal.

21 **III. ARGUMENT**

22 13. As set forth in greater detail above, Class Counsel conducted a very thorough
23 investigation into the factual and legal issues in dispute. In addition to formal and informal discovery,
24 document review, data analysis and legal research, Class Counsel also researched similar wage and
25 hour actions. Although no two cases are identical, this research provided Class Counsel with a marker
26 to inform settlement discussions and, ultimately, to measure this settlement against. The investigation
27 allowed Class Counsel to realistically assess the value of Plaintiff's claims and intelligently engage
28

1 defense counsel in settlement discussions that culminated in the proposed settlement now before the
2 Court.

3 14. Class Counsel only agreed to enter the Settlement following their thorough investigation
4 and evaluation of Plaintiff's claims. Based on this investigation of the facts, applicable law, and
5 marketplace for similar settlements, and considering the risk of significant delay, uncertainty
6 associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly
7 believes this Agreement to be in the best interests of the Class Members.

8 15. The Total Settlement Amount of \$640,000.00 is fair and reasonable considering the
9 nature and magnitude of the claims being settled and the various potential impediments to recovery.
10 Prior to mediation, Class Counsel worked with a third party to review the data produced by Defendants
11 and develop economic damage models measuring Defendants' liability exposure while accounting for
12 the uncertainties of continued litigation.

13 16. Class Counsel calculated the potential and realistic values of each claim as follows:

- 14 a. Based on data provided by Defendant and extrapolated by Plaintiff, the total number
15 of Class Members as of mediation (i.e. the relevant time period of August 29, 2019
16 to July 31, 2024) was estimated to be approximately 165 individuals who worked an
17 estimated total of at least 13,000 workweeks with an average hourly rate of pay of
18 \$25.33.
- 19 b. With respect to Plaintiff's claim (as detailed above), Class Counsel considered
20 Defendant's arguments, which among other things included that the employer's
21 practices, policies, and procedures complied with the law, that Defendant paid Class
22 Members over the California minimum wage for all hours worked, that Defendant
23 correctly paid overtime for all overtime hours worked, that no off-the-clock was
24 permitted by policy or practice, that no waiting-time penalties were due because
25 waiting-time penalties only arise from "willful" failure to pay wages due and owing
26 at the time of termination or resignation, that Plaintiff and Class Members suffered
27 no actual injury from the alleged wage statement violations and that this alleged
28 violation and the alleged recordkeeping violation are entirely derivative of the other

1 causes of action, and that a policy and practice of reimbursing employees for
2 necessary business-related expenses exists. Class Counsel also considered the
3 likelihood of Plaintiff's success in establishing that any of provisions of the
4 California Labor Code, on which the civil penalties under PAGA and the UCL claim
5 are predicated, were violated and that such violations were injurious and/or
6 warranted imposition of civil penalties. Class Counsel also considered that trial
7 courts have wide discretion when assessing penalties under PAGA, and that it could
8 be determined that individual liability issues predominate (e.g., due to purported
9 variation in shifts, locations, job duties, and other circumstances which could raise
10 individualized questions of fact) and could pose challenges to certification, and the
11 merits of Plaintiffs' claims.

- 12 c. Class Counsel considered information, data, and documents obtained from Plaintiff,
13 Defendant, and other sources, and created violation, damages, and penalties
14 valuations and models prior to reaching the Settlement. Based thereon, Plaintiff
15 calculated the potential value of the claims. However, the potential value of each
16 claim assumed an exposure based on the above-captioned action having been
17 certified and Plaintiff having proven all elements of the claims and entitlement to
18 monetary recovery in the above-captioned action (on a class-wide and a
19 representative basis), despite risks associated with obtaining and maintaining
20 certification, risks to establishing liability and any underlying California Labor Code
21 and IWC Wage Order violations and damages, and significant additional costs that
22 would have to be incurred in order to certify the above captioned action and establish
23 liability, damages, and penalties amounts in the cases. Plaintiffs faced the risk of the
24 Court finding that individualized issues predominate, such that the cases are not
25 suitable for class treatment. While Class Counsel disagreed with Defendant's
26 arguments and factual contentions, Class Counsel recognized the circumstances and
27 realities of the cases, applicable case law and regulations, the extensive time and pay
28 records produced by Defendant, the costs and expenses of further litigation and

certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- d. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$494,000.00 (13,000 workweeks x 1 hour of unpaid overtime wages x overtime hourly rate of \$38.00, which is 1.5x the average hourly rate of \$25.33). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$197,600.00), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$98,800.00), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$49,400.00).
- e. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$329,290.00 (13,000 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$25.33). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$131,716.00, a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$65,858.00), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$32,929.00).
- f. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$329,290 (13,000 workweeks x 1 meal period premium x average hourly rate of \$25.33). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$164,645.00), a discount of 50% was applied to account for the risks associated with succeeding on the merits

and establishing liability (bringing the value of this claim closer to \$82,322.50), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$32,929.00).

g. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$658,580.00 (13,000 workweeks x 2 rest period premiums x average hourly rate of \$25.33). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$230,503.00), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$115,251.50), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$46,100.60).

h. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim as there is arguably no separate private right of action.

i. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately 71 Class Members had been terminated during the three-year statute of limitations. Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$431,623.20 collectively (71 individuals x [30 days x hourly rate of \$25.33 x 8 hours]), or approximately \$6,079.20 per individual. At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$215,811.60), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$86,324.64), and

1 a discount of 60% was applied to account for the risks associated with proving the
2 extent of damages and obtaining an award thereof (bringing the value of this claim
3 closer to \$34,529.86).

4 j. Failure to Provide Compliant Wage Statements: The potential value of this claim
5 was calculated to be \$297,550.00 ([165 initial violations x \$50 statutory penalty] +
6 [6,890 subsequent violations x \$100 statutory penalty]). At this juncture, a discount
7 of 50% was applied to account for the risks associated with obtaining and
8 maintaining class certification (bringing the value of this claim closer to
9 \$148,775.00), a discount of 50% was applied to account for the risks associated with
10 succeeding on the merits and establishing liability (bringing the value of this claim
11 closer to \$74,387.50), and a discount of 50% was applied to account for the risks
12 associated with proving the extent of damages and obtaining an award thereof
13 (bringing the value of this claim closer to \$37,193.75).

14 k. Failure to Maintain Payroll Records: Arguably, civil penalties would only be
15 recoverable by the Labor Commissioner, therefore, the value of this claim is
16 considered as a part of the valuation of the PAGA claim.

17 l. Failure to Reimburse Necessary Business Expenses: The potential value of this claim
18 was estimated to be \$62,400 (13,000 workweeks x \$4.80 unreimbursed business
19 expenses). At this juncture, a discount of 50% was applied to account for the risks
20 associated with obtaining and maintaining class certification (bringing the value of
21 this claim closer to \$31,200), a discount of 50% was applied to account for the risks
22 associated with succeeding on the merits and establishing liability (bringing the
23 value of this claim closer to \$15,600), and a discount of 50% was applied to account
24 for the risks associated with proving the extent of damages and obtaining an award
25 thereof (bringing the value of this claim closer to \$7,800.00).

26 m. PAGA Penalties: The amount of civil penalties at issue, which the Court could
27 determine whether or not to assess and whether or not to reduce based on the facts
28 and circumstances of the case (to avoid an award that is unjust, arbitrary and

oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$187,250.00 (107 PAGA Group Members estimated to have worked during one-year statutory period x \$1,950 civil penalties for various PAGA Labor Code claims). At this juncture a discount of 25% was applied to account for the risks associated with possible bifurcation of discovery and/or trial and establishing manageability (bringing the value of this claim closer to \$140,437.50), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$70,218.75), and a discount of 40% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$42,131.35).

17. In addition, continuing to litigate this action would require continued and extensive resources coupled with significant Court time to proceed through trial and post-trial motions; which can often take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But even if Plaintiff was successful at trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that Defendant would appeal any favorable judgment.

18. The Enhancement Award is fair and reasonable compensation for Plaintiff's efforts bringing the action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of his case and the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class Members, and agreeing to provide Defendant a general release of all claims arising out of his employment.

19. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because they arise from the same factual basis and are based on the same legal theories applicable to the other Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the Settlement Class. Plaintiff alleges that he was injured by the same company-wide practices to which the proposed Class Members were subject to and seek the same relief. Plaintiff has already

1 demonstrated his ability to advocate for the interests of the Class Member by initiating this litigation,
2 reviewing various documents and speaking at length with his attorneys, and evaluating the proposed
3 settlement to assure that it is fair.

4 **IV. CLASS COUNSEL’S EXPERIENCE**

5 20. Plaintiff is represented by competent and experienced counsel to pursue his claims. For
6 over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer
7 and employment class actions, involving wage-and-hour claims, race discrimination, unfair business
8 practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in dozens of
9 employment-related putative class actions in both state and federal courts in the State of California.
10 Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour
11 class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully
12 litigated cases involving nearly every aspect of California wage and hour law, including payment of
13 overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same,
14 timely payment of wages, provision of compliant wage statements, reimbursement of business
15 expenses, executive, administrative, and other overtime exemptions to the State of California and
16 federal overtime compensation requirements, PAGA claims, and sister statutes under federal law.
17 Lawyers *for* Justice, PC has recovered (sometimes in association with other law firms) millions of
18 dollars on behalf of thousands of individuals in California.

- 19 a. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers *for* Justice, PC.
20 He received his Bachelor of Arts degree from Pepperdine University in April of 1999
21 and earned a Juris Doctor degree from Pepperdine University School of Law in May
22 of 2004. He has extensive formal training in dispute resolution and negotiation from
23 the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution
24 degree program. In addition, he has previously served as a pro bono mediator for the
25 Los Angeles County Superior Court. In October of 2000, he obtained a Litigation
26 Paralegal Certificate from the UCLA Extension Program. During the summer of
27 2000, he studied Legal Writing at Harvard University. From approximately
28 September 2002 to approximately December 2002, he served as a Judicial Extern to

1 the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
2 Ninth Circuit. From approximately June 2002 to approximately August 2002, he
3 served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court
4 of Appeal for the Second Appellate District. In December of 2004, he obtained a
5 license to practice law from the California State Bar. Since in or around October of
6 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused
7 on the prosecution of consumer and employment class actions. While employed by
8 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or
9 defended over one hundred fifty (150) depositions, prepared dozens of expert
10 witnesses for deposition or trial, and attended over one hundred seventy-five (175)
11 mediations. Together with other attorneys at the firm, and in some cases in
12 conjunction with co-counsel, he has successfully litigated cases involving the
13 executive, administrative, and other overtime exemptions to the State of California
14 and federal overtime compensation requirements. Under his supervision, Lawyers for
15 Justice, PC has successfully obtained class certification by contested motion practice
16 in approximately fifteen (15) cases in the last decade and litigated over 1,000 class
17 action or representative action cases.

- 18 b. Arby Aiwasian is a Member and Shareholder of Lawyers *for* Justice, PC. He received
19 his Bachelor of Arts degree from University of California, Los Angeles and graduated
20 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern
21 Law School. From approximately May 2007 to approximately July 2007, he served
22 as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of
23 Appeal for the Second Appellate District. From approximately August 2008 to
24 approximately December 2008, he served as a Judicial Extern to the Honorable Kim
25 McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was
26 admitted to practice law in California in 2010. He is admitted to practice before all
27 courts of the State of California and all United States District Courts in the State of
28 California. He has worked on many wage-and-hour class action and representative

1 action cases, taking the lead in taking and defending depositions, arguing motions,
2 and attending mediations. He has played an integral role in preparing matters for class
3 certification, including and not limited to, successful certification of a class in *Upson*
4 *v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012),
5 *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
6 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court
7 Case No. RG13680477). Under his supervision, dozens of class action or
8 representative cases have resulted in settlements that have been granted court
9 approval. He has handled over one hundred and fifty (150) mediations and worked on
10 over two hundred and fifty (250) class action or representative action cases which
11 have resulted in settlement.

12 c. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree in
13 Economics from the University of California, San Diego in 2007, and a Juris Doctor
14 degree from Loyola Law School in 2011, graduating with Cum Laude and Order of
15 the Coif honors. I am admitted to practice before all courts in the State of California
16 and all U.S. District Courts in California. I externed for the Honorable Victoria S.
17 Kaufman of the United States Bankruptcy Court, Central District of California, from
18 June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United
19 States District Court, Central District of California, from January 2010 to May 2010.
20 From 2011 through and including the present, my practice consisted almost
21 exclusively of complex wage and hour class action and PAGA action matters in
22 California. From October 2011 to June 2013, I was an Associate at Littler
23 Mendelson's Century City, California office, working for one of the largest employer-
24 side labor and employment law firms in the United States. From July 2013 to March
25 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City,
26 California office. From March 2014 to July 2023, I worked as an Associate and then
27 as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the
28 present, I have been a Member of Lawyers *for* Justice, PC. I have taken and defended

1 dozens of depositions and has successfully handled motion practice in class action
2 and PAGA cases regarding discovery (including and not limited to motions regarding
3 class contact information), class certification (both contested class certification and
4 stipulated class certification), dispositive motions, arbitration agreements,
5 coordination, and intervention. I have successfully handled a complex wage and hour
6 class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty*
7 *Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I also
8 successfully handled briefing on appeal regarding employer efforts to compel
9 arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth
10 District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision).
11 Further, I have extensive experience with settlements of class actions and PAGA
12 actions and have handled and supervised this process in over one hundred (100) cases.
13

14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed on January 28, 2026, at Glendale, California.
16

17 **LAWYERS FOR JUSTICE, PC**

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19 By: 
20 Vartan Madoyan
21 Attorney for Plaintiffs
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EXHIBIT 1

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement
3 Agreement”) is made by and between the Plaintiff CALVIN WATSON (“Plaintiff”), on his own
4 behalf and on behalf of all members of the Settlement Class, as defined below, on the one hand,
5 and Defendant PIER 39, LP (“Defendant”) on the other hand (Plaintiff and Defendant collectively
6 referred to as the “Parties”), in the lawsuit entitled *Calvin Watson v. Pier 39, LP*, filed in San
7 Francisco County Superior Court, Case No. CGC-23-608701 (the “Action”). This Settlement
8 resolves all claims that were asserted or could have been asserted against Defendant pertaining to
9 the claims in the Action. The Agreement refers to Plaintiff and Defendant collectively as “Parties,”
10 or individually as a “Party.”

11 **I. DEFINITIONS**

12 A. **“Administration Costs”** means the amount the Administrator will be paid from the
13 Total Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
14 Administrator’s “not to exceed” bid submitted to the Parties and approved by the Court in
15 connection with Preliminary Approval of the Settlement.

16 B. **“Attorneys’ Fees”** and **“Litigation Costs”** (together **“Attorneys’ Fees and**
17 **Costs”**) mean the amounts allocated to Class Counsel for reasonable attorneys’ fees and
18 reimbursement of actual litigation costs, respectively, incurred to prosecute the Action.

19 C. **“Class Counsel”** or **“Plaintiff’s Counsel”** means Lawyers *for* Justice, PC, The
20 Zakay Law Group, APLC, and JCL Law Firm, APC and all the lawyers of these firm acting on
21 behalf of Plaintiff and the Class.

22 D. **“Class Members”** means all individuals who were employed by Defendant as non-
23 exempt/hourly employees in the State of California during the Class Period (as defined below)
24 (collectively referred to as the “Class”).

25 E. **“Class List”** means Class Member identifying information in Defendant’s
26 possession, custody, or control, including each Class Member’s: (1) full name; (2) last known
27 address; (3) the number of Workweeks worked during the Class Period; (4) number of Pay Periods
28 worked during the PAGA Period; and (5) Social Security number. The Class List shall be provided

1 to the Administrator by Defendant confidentially, and neither Plaintiff nor Class Counsel shall
2 have the right to review the Class List.

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

7 G. **“Class Notice”** means the Court Approved Notice of Class Action Settlement, to
8 be mailed to Class Members in English in the form, without material variation, attached as “Exhibit
9 A” and incorporated by reference into this Agreement.

10 H. **“Class Period”** means the period from August 29, 2019 through either October 1,
11 2024 or, if applicable, the Alternative End Date.

12 I. **“Class Settlement”** means the settlement and release of Released Class Claims.

13 J. **“Court”** means the Superior Court of the State of California for the County of San
14 Francisco.

15 K. **“Defendant”** means Pier 39, LP.

16 L. **“Defense Counsel”** means Ari Hersher, Ryan McCoy, and Parnian Vafaenia of
17 Seyfarth Shaw LLP.

18 M. **“Effective Date”** means the date upon which both of the following have occurred:
19 (i) final approval of the settlement is granted by the Court and (ii) the Court’s Judgment approving
20 the settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s
21 Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the
22 expiration of the time to file a petition for review with the California Supreme Court or other court
23 in California assuming jurisdiction of this matter, or, (ii) if a petition for review filed, the date of
24 denial of the petition, or the date the Court’s Judgment is affirmed pursuant to such petition; or
25 (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the
26 Court’s Judgment. If a timely objection to settlement is filed (including an objection from the
27 LWDA), “Effective Date” shall be the later of: (a) the date on which the time for all appeals
28 relating to objections to Settlement and the Final Approval Order has expired; or (b) if an appeal,

1 review or writ is sought, the date on which the highest reviewing court renders its decision denying
2 any petition (where the immediately lower court affirmed the judgment) or affirming the judgment.
3 Provided, however, if the California Labor & Workforce Development Agency (“LWDA”) has
4 commenced an investigation or issued a Citation prior to the Effective Date, as determined under
5 the forgoing definition, the Effective Date will be extended to the date that the LWDA concludes
6 its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the
7 Settlement, the date when the LWDA’s objection to the Settlement is resolved and no longer
8 appealable.

9 N. **“Enhancement Award”** means the payment to the Class Representative for
10 initiating the Action and providing services in support of the Action.

11 O. **“Final Approval Hearing”** means the hearing at which the Court will consider and
12 determine whether the Settlement should be granted Final Approval.

13 P. **“Final Approval Order”** as used herein mean the final formal judgment entered by
14 the Court granting final approval of this Agreement.

15 Q. **“Individual Settlement Payments”** means payments made to the Settlement Class
16 Members from the Net Settlement Amount as part of the Settlement.

17 R. **“Individual PAGA Payments”** means the PAGA Group Members’ pro rata shares
18 of the 35% of the PAGA Penalties calculated according to the number of Pay Periods worked
19 during the PAGA Period.

20 S. **“Net Settlement Amount”** means the Total Settlement Amount minus any Court-
21 approved award of Attorneys’ Fees and Costs to Class Counsel, Administration Costs to the
22 Settlement Administrator, Enhancement Award to Plaintiff and PAGA Penalties. The remainder
23 is to be paid to Settlement Class Members as Individual Settlement Payments.

24 T. **“Non-Settlement Class Members”** means any Class Member who opts out of the
25 Class Settlement by sending the Administrator a valid and timely Request for Exclusion. There
26 will be no opportunity to opt out of the PAGA portion of the settlement.

27 U. **“Objection”** means a Settlement Class Member’s objection to the Class
28 Settlement. Settlement Class Members may send written Objections to the Settlement

1 Administrator, by fax, email, or mail. In the alternative, Settlement Class Members may appear in
2 Court (or hire an attorney to appear in Court) to present oral Objections at the Final Approval
3 Hearing. A Settlement Class Member who elects to send a written Objection to the Settlement
4 Administrator must ensure that the written Objection: (a) contains the case name and number of
5 the Action; (b) contains the Class Member's full name, signature, address, telephone number, and
6 last four (4) digits of Social Security Number; (c) contains a written statement of all grounds for
7 the objection accompanied by any legal and factual support for such objection; (d) contains copies
8 of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted
9 by mail to the Settlement Administrator at the specified address, postmarked on or before the
10 Response Deadline.

11 V. **"Pay Periods"** means the number of pay periods each PAGA Group Member
12 worked for Defendant for at least one day as a non-exempt/hourly employee within California
13 during the PAGA period.

14 W. **"Plaintiff"** and **"Class Representative"** mean Calvin Watson.

15 X. **"PAGA Group Members"** means all individuals who were employed by Defendant
16 as non-exempt/hourly employees in the State of California during the PAGA Period (as defined
17 below) (collectively referred to as the "PAGA Members").

18 Y. **"PAGA Notice"** means Plaintiff's September 2, 2025 letter to Defendant and the
19 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

20 Z. **"PAGA Penalties"** means the amount of Seventy-Five Thousand Dollars
21 (\$75,000.00) from the Total Settlement Amount which will be allocated toward penalties under
22 the Private Attorneys General Act, California Labor Code § 2698 *et seq.*, of which sixty-five
23 percent (65%) will be paid to the LWDA (i.e., the "LWDA Payment"), and thirty-five percent
24 (35%) will be distributed to the PAGA Group Members (i.e., the "Employee PAGA Amount").

25 AA. **"PAGA Period"** means the period from August 29, 2022 through either October 1,
26 2024 or, if applicable, the Alternative End Date.

27 BB. **"Preliminary Approval Date"** means the date that the Court enters an order
28 granting preliminary approval of the Settlement.

1 CC. **“Released Class Claims”** means the claims being released as described in Section
2 VII.A below.

3 DD. **“Released PAGA Claims”** means the claims being released as described in Section
4 VII.B below.

5 EE. **“Released Parties”** are defined as Defendant Pier 39, LP and any of its former
6 and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to
7 have jointly employed the Class Members or PAGA Members as well as each of their former
8 and/or current officers, directors, managers, owners, executives, partners, executive level
9 employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns and
10 legal representatives.

11 FF. **“Request for Exclusion”** means a Class Member’s written letter indicating a
12 request to be excluded from the Class Settlement, which must: (a) contain the case name and
13 number of the Action; (b) contain the Class Member’s full name, signature, address, telephone
14 number, and last four (4) digits of Social Security Number; (c) contain a clear written statement
15 indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted
16 by mail to the Settlement Administrator at the specified address, postmarked on or before the
17 Response Deadline. There will be no opportunity to opt out of the PAGA portion of the settlement.

18 GG. **“Response Deadline”** means forty-five (45) calendar days after the Settlement
19 Administrator mails the Class Notice to Class Members and PAGA Group Members, and shall be
20 the last date on which Class Members may: (a) mail Requests for Exclusion from the Class
21 Settlement, or (b) mail their written Objection to the Class Settlement. The Response Deadline
22 shall be extended by fourteen (14) calendar days for those Class Members to whom Class Notices
23 are resent after having been returned undeliverable to the Settlement Administrator.

24 HH. **“PAGA Settlement”** means the settlement and release of Released PAGA Claims.

25 II. **“Settlement”** means the disposition and agreement to resolve the Action.

26 JJ. **“Settlement Administrator”** or **“Administrator”** means ILYM Group, Inc.
27 (“ILYM”), the settlement administrator selected by the Parties, and which will be responsible for
28 the administration of the Total Settlement Amount, as defined below, and all related matters. The

Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

KK. “**Settlement Class Member**” means a Class Member who does not submit a timely and valid Request for Exclusion.

LL. “**Total Settlement Amount**” means the sum of Six Hundred Forty Thousand Dollars (\$640,000.00), which shall be paid by Defendant, and from which all Individual Settlement Payments, Court-approved Attorneys’ Fees and Litigation Costs, Administration Costs, Enhancement Payment, and PAGA Penalties shall be made, except as provided herein.

MM. “**Workweeks**” means the number of weeks each Class Member worked for Defendant for at least one day week during which a Class Member worked for Defendant in California as a non-exempt/hourly employee within California during the Class Period.

NN. “**Workweeks/Pay Periods Dispute**” means a Class Member’s written letter disputing the pre-printed information on the Class Notice as to the number of Workweeks and/or Pay Periods credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks and/or Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) attach any documentation that they have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

II. BACKGROUND

A. On August 29, 2023, Plaintiff commenced the class action lawsuit entitled *Calvin Watson v. Pier 39, LP, et al.*, in the Superior Court of California for the County of San Francisco, Case No. CGC23608701 by filing the Class Action Complaint for Damages, which alleged ten causes of action against Defendant for: (1) California Labor Code sections 510 and 1198 (failure to pay overtime); (2) California Labor Code sections 226.7 and 512(a) (failure to provide compliant meal periods and associated premiums); (3) California Labor Code section 226.7 (failure to provide

1 rest periods and associated premiums); (4) California Labor Code sections 1194, 1197, and 1197.1
2 (failure to pay minimum wages); (5) California Labor Code sections 201-203 (failure to timely pay
3 final wages); (6) California Labor Code section 204 (failure to timely pay wages during
4 employment); (7) California Labor Code section 226(a) (failure to provide accurate wage
5 statements); (8) California Labor Code section 1174(d) (failure to keep requisite payroll records);
6 (9) California Labor Code sections 2800 and 2802 (failure to reimburse necessary business
7 expenses); and (10) California Business & Professions Code sections 17200, *et seq.*

8 **B.** On November 15, 2023, Defendant filed its Answer to Plaintiff's Complaint,
9 denying each and every allegation set forth in the Complaint.

10 **C.** On September 2, 2025, Plaintiff submitted a PAGA Notice with the LWDA
11 asserting claims against Defendant.

12 **D.** For purposes of effectuating settlement, the Parties stipulated to allow Plaintiff leave
13 to file a First Amended Complaint ("FAC"), which is being filed solely for the purpose of adding
14 factual allegations and legal claims covered by the Parties' settlement, including, but not limited to,
15 adding a cause of action for violation of the PAGA. On September 4, 2025, the Court signed an
16 order granting Plaintiff leave to file a FAC. Plaintiff filed the FAC on November 7, 2025.

17 **E.** Class Counsel conducted extensive investigation, discovery, review and analysis of
18 data and documents, and evaluation concerning the claims set forth in the Action.

19 **F.** The Parties engaged in good faith, arms-length negotiations concerning possible
20 settlement of the claims asserted in the Action. On July 31, 2024 the Parties participated in an all-
21 day mediation presided over by Daniel Turner, Esq. Although the Parties did not reach a resolution
22 during the mediation, the Mediator presented a "Mediator's Proposal" at the conclusion of the
23 mediation, which both Parties accepted, and which led to this Agreement to settle the Action.

24 **G.** Prior to mediation, Plaintiff obtained, through informal discovery, a random
25 sampling of Class Members' time and pay records, as well as information and documents concerning
26 the claims set forth in the Action, including but not limited to, Defendant's employee handbooks
27 and relevant wage and hour policies, datapoints, including but not limited to, information regarding
28 the number of Class Members and PAGA Group Members, the number of workweeks worked by

1 the Class Members, and the number of pay periods worked by the PAGA Group Members.
2 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v.*
3 *Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
4 (2008) 168 Cal.App.4th 116, 129-130.

5 **H.** Class Counsel has conducted an investigation of the law and facts relating to the
6 claims asserted in the Action and has concluded, taking into account the sharply contested issues
7 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Action
8 through trial and any appeals, the risks and costs of further prosecution of the Action, the risk of an
9 adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received
10 by Plaintiff and the members of the Class and State of California pursuant to this Agreement, that a
11 settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate,
12 and in the best interests of the Class and State of California. Plaintiff, on his own behalf, on behalf
13 of the Class, and as a private attorney general on behalf of the State of California with respect to
14 PAGA Members, has agreed to settle the Action with Defendant on the terms set forth herein.

15 **I.** Defendant denies each of the allegations and claims asserted against it in the Action.
16 However, Defendant nevertheless desires to settle the Action for the purpose of avoiding the burden,
17 expense and uncertainty of continuing litigation and for the purpose of putting to rest the
18 controversies engendered by the Action.

19 **J.** This Agreement is intended to and does effectuate the full, final and complete
20 settlement of the allegations and claims in the Action.

21 **K.** The issue of class certification has not been briefed or adjudicated in the Action, as
22 the Parties agreed to mediate prior to the filing of any motion to determine whether a class should
23 be certified.

24 **III. MONETARY TERMS**

25 **A. Total Settlement Amount.** Except as otherwise provided by Section XI below,
26 Defendant promises to pay \$640,000.00 as the Total Settlement Amount and to separately pay any
27 and all employer payroll taxes owed on the Wage Portions of the Individual Settlement Payments.
28 Defendant has no obligation to pay the Total Settlement Amount (or any payroll taxes) prior to the

1 deadline stated in Paragraph VI.B of this Agreement. The Administrator will disburse the entire
2 Total Settlement Amount without asking or requiring Settlement Class Members or PAGA Group
3 Members to submit any claim as a condition of payment. None of the Total Settlement Amount will
4 revert to Defendant.

5 **B. Payments from the Total Settlement Amount.** The Administrator will make and
6 deduct the following payments from the Total Settlement Amount, in the amounts specified by the
7 Court in the Final Approval:

8 **1. To Plaintiff:** Enhancement Award to the Class Representative of not more than
9 \$10,000.00 (in addition to any Individual Settlement Payment and any Individual
10 PAGA Payment the Class Representative is entitled to receive as a Settlement Class
11 Member). Defendant will not oppose Plaintiff's request for an Enhancement Award
12 that does not exceed this amount. As part of the motion for Attorneys' Fees and Costs,
13 Plaintiff will seek Court approval for any Enhancement Award. If the Court approves
14 an Enhancement Award less than the amount requested, the Administrator will retain
15 the remainder in the Net Settlement Amount to be distributed to Settlement Class
16 Members. The Administrator will pay the Enhancement Award using IRS Form 1099.
17 Plaintiff assumes full responsibility and liability for employee taxes owed on the
18 Enhancement Award. The Parties agree that the Court's approval of any request for an
19 Enhancement Award for Plaintiff is not a condition of the Agreement and that an
20 award of less than the amount requested would not give rise to a basis to abrogate the
21 Agreement.

22 **2. To Class Counsel:** Attorneys' Fees of not more than 35% of the Total Settlement
23 Amount, which is currently estimated to be \$224,000.00, and reimbursement of
24 Litigation Costs of not more than \$25,000.00 that will be determined at the time of
25 final approval. Defendant will not oppose requests for these payments, provided that
26 they do not exceed these amounts. These amounts will cover any and all work
27 performed and any and all costs incurred by Class Counsel in connection with the
28 litigation of this Action, including without limitation all work performed to date, and

1 all work to be performed and all costs to be incurred in connection with obtaining the
2 Court's approval of the Settlement, as well as any objections raised, and any appeals
3 necessitated by those objections. The Released Parties shall have no liability to Class
4 Counsel or any other counsel arising from any claim to any portion of any Attorneys'
5 Fees Payment or Litigation Costs. Class Counsel shall be solely and legally
6 responsible for correctly characterizing this compensation for tax purposes and for
7 paying any taxes on the amounts received. Any portion of the Attorneys' Fees and
8 Costs not awarded to Class Counsel shall be part of the Net Settlement Amount to be
9 distributed to Settlement Class Members. The Parties agree that the Court's approval
10 of any request for attorneys' fees or litigation costs is not a condition of the Agreement
11 and that an award of less than the amounts requested would not give rise to a basis to
12 abrogate the Agreement.

13 **3. To the Administrator:** The Administrator will be paid for the reasonable costs of
14 administration of the Settlement and distribution of payments under the Settlement,
15 which is currently estimated not to exceed \$6,250.00. To the extent actual
16 Administration Costs are greater than the estimated amount stated herein, such excess
17 amount will be disclosed to the Court and deducted from the Total Settlement
18 Amount, subject to approval by the Court. Any portion of the estimated, designated,
19 and/or awarded Administration Costs which are not in fact required to fulfill payment
20 to the Administrator to undertake the required settlement administration duties will
21 become part of the Net Settlement Amount to be distributed to Settlement Class
22 Members.

23 **4. PAGA Penalties:** Subject to approval by the Court, the Parties agree that the amount
24 of \$75,000.00 from the Total Settlement Amount will be allocated toward PAGA
25 Penalties, of which 65%, or \$48,750.00, will be paid to the LWDA (i.e., the LWDA
26 Payment) and 35%, or \$26,250.00, will be distributed to PAGA Group Members on a
27 *pro rata* basis, based on Pay Periods during the PAGA Period (i.e., Individual PAGA
28

1 Payments). If the Court approves PAGA Penalties of less than the amount requested,
2 then the Administrator will retain the remainder in the Net Settlement Amount.

3 **C. Individual Settlement Payment Calculations.** Individual Settlement Payments
4 will be calculated and apportioned from the Net Settlement Amount based on the Class Members'
5 Workweeks, as follows:

6 1. After Preliminary Approval of the Settlement, the Administrator will divide the Net
7 Settlement Amount by the total number of Workweeks worked by all Class Members
8 according to Defendant's business records to yield the "Estimated Workweek Value," and
9 multiply each Class Member's individual Workweeks by the Estimated Workweek Value
10 to yield his or her estimated Individual Settlement Payment that he or she may be eligible
11 to receive under the Class Settlement.

12 2. After Final Approval of the Settlement, the Administrator will divide the final Net
13 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final
14 Workweek Value," and multiply each Settlement Class Member's individual Workweeks
15 by the Final Workweek Value to yield his or her Individual Settlement Payment. Non-
16 Settlement Class Members will not receive any Individual Settlement Payments.

17 **D. Individual PAGA Payment Calculations.** Individual PAGA Payments will be
18 calculated and apportioned from the 35% share of the PAGA Penalties based on the PAGA Group
19 Members' Pay Periods, as follows: The Administrator will divide the 35% portion of the PAGA
20 Penalties attributed to PAGA Group Members, i.e. \$26,250.00, by the Pay Periods worked by all
21 PAGA Group Members during the PAGA Period resulting in the Pay Period Value and then
22 multiplying the Pay Period Value by the number of Pay Periods worked by each individual PAGA
23 Group Member during the PAGA Period.

24 **E. Tax Allocation of Individual Settlement Payments and Individual PAGA**
25 **Payments.** Twenty-Five percent (25%) of each Settlement Class Member's Individual Settlement
26 Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions
27 are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy-Five percent (75%)
28 of each Settlement Class Member's Individual Settlement Payment will be allocated to settlement

1 of claims for non-wages, including penalties and interest, (the “Non-Wage Portion”). The Non-
2 Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
3 Settlement Class Members assume full responsibility and liability for any employee taxes owed on
4 their Individual Settlement Payment. Any payment for an Individual PAGA Payment will be
5 allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and
6 will be reported on an IRS Form-1099. The Administrator will have the option to pay the Individual
7 Settlement Payment and Individual PAGA Payment by way of a single check.

8 **F. Effect of Non-Settlement Class Members on Calculation of Individual**
9 **Settlement Payments.** Non-Settlement Class Members will not receive any Individual Settlement
10 Payments. The Administrator will retain amounts equal to their Individual Settlement Payments in
11 the Net Settlement Amount for distribution to Settlement Class Members on a pro rata basis.
12 However, Non-Settlement Class Members who are PAGA Group Members will still receive their
13 Individual PAGA Payments.

14 **IV. STIPULATION OF CLASS CERTIFICATION**

15 **A.** The Parties stipulate to the certification of the Class for purposes of settlement only
16 as to the Settlement Class and related to the Released Class Claims. This stipulation is contingent
17 upon the preliminary and final approval and certification of the Class only for purposes of
18 settlement. Should the Settlement not become final, for whatever reason, the fact that the Parties
19 were willing to stipulate provisionally to class certification as part of the Settlement shall have no
20 bearing on, and shall not be admissible in connection with, the issue of whether a class should be
21 certified in a non-settlement context in the Action. Defendant expressly reserves the right to oppose
22 class certification and/or proactively move to deny certification should this Settlement be modified
23 or reversed on appeal or otherwise not become final.

24 **B.** The Parties agree that class certification pursuant to California Code of Civil
25 Procedure Section 382 under the terms of this Agreement is for settlement purposes only. Nothing
26 in this Agreement will be construed as an admission or acknowledgement of any kind that any class
27 should be certified or given collective treatment in the Action or in any other action or proceeding.
28 Further, neither this Agreement nor the Court’s actions with regard to this Agreement will be

1 admissible in any court or other tribunal regarding the propriety of class certification or collective
2 treatment. In the event that this Agreement is not approved by the Court or any appellate court, is
3 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
4 limited, or affected in any way any claims, rights, or remedies in the Action, and Defendant will
5 not be deemed to have waived, limited, or affected in any way any of its objections or defenses in
6 the Action.

7 **V. STATEMENT OF NO ADMISSION**

8 **A.** Defendant denies liability for any claim or cause of action asserted in both the
9 PAGA Notice and the Action. This Agreement does not constitute, and is not intended to constitute,
10 an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
11 made against it in the PAGA Notice and the Action.

12 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
13 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
14 during the course of the negotiations leading to this Agreement or the Settlement, is intended by
15 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be
16 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
17 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
18 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
19 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in
20 this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
21 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
22 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
23 purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding
24 before the Court that has as its purpose the interpretation, implementation, or enforcement of this
25 Agreement or any orders or judgments of the Court entered in connection with implementation of
26 this Agreement and/or the Settlement.

27 **C.** None of the documents produced or created by Plaintiff or the Class in connection
28 with settlement procedures constitute, and they are not intended to constitute, an admission by

1 either Plaintiff or Defendant regarding whether or not any violation of any federal, state, or local
2 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
3 equity has occurred.

4 **VI. SETTLEMENT FUNDING AND PAYMENTS**

5 **A. Class List.** Not later than fifteen (15) business days after the Court grants
6 Preliminary Approval of the Settlement, Defendant will deliver the Class List to the Administrator,
7 in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
8 Administrator must maintain the Class List in confidence, use the Class List only for purposes of
9 this Settlement and for no other purpose, and restrict access to the Class List to Administrator
10 employees who need access to the Class List to effect and perform under this Agreement.
11 Notwithstanding this provision, Class Counsel shall also receive redacted Class List that shall only
12 disclose an identification number attributed to each Class Member and their associated Workweeks
13 during the Class Period and each PAGA Group Member and their associated Pay Periods during
14 the PAGA Period. Defendant has a continuing duty to immediately notify Class Counsel if they
15 discover that the Class List omitted class member identifying information and to provide corrected
16 or updated Class List as soon as reasonably feasible.

17 **B. Funding of Total Settlement Amount.** Within five (5) business days of the
18 Effective Date, the Administrator shall provide Defendant with the documents and information
19 necessary in order for Defendant to fund the settlement, including the information that Defendant
20 will need in order to pay their share of the payroll taxes owed. Defendant shall fully fund the Gross
21 Settlement Amount, and also fund the amounts necessary to fully pay their share of payroll taxes,
22 by transmitting the funds to the Administrator no later than twenty-five (25) calendar days after the
23 Effective Date.

24 **C. Payments from the Total Settlement Amount.** Within fourteen (14) calendar days
25 after Defendant funds the Total Settlement Amount, the Administrator will mail checks for all
26 Individual Settlement Payments, all Individual PAGA Payments, the LWDA Payment, the
27 Administration Costs, the Attorneys' Fees and Costs, and the Enhancement Award. Disbursement
28

1 of the Attorneys' Fees and Costs and the Enhancement Award shall not precede disbursement of
2 Individual Settlement Payments and Individual PAGA Payments.

3 1. The Administrator will issue checks for the Individual Settlement Payments and/or
4 Individual PAGA Payments and send them to the Class Members and/or PAGA Group
5 Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently
6 state the date (not less than one hundred eighty (180) calendar days after the date of mailing)
7 when the check will be voided. The Administrator will cancel all checks not cashed by the
8 void date. The Administrator will send checks for Individual Settlement Payments to all
9 Participating Class Members (including those for whom Class Notice was returned
10 undelivered). The Administrator will send checks for Individual PAGA Payments to all
11 PAGA Group Members including Non-Participating Class Members who qualify as PAGA
12 Group Members (including those for whom Class Notice was returned undelivered). The
13 Administrator will send Participating Class Members a single check combining the Individual
14 Settlement Payment and the Individual PAGA Payment. Before mailing any checks, the
15 Administrator must update the recipients' mailing addresses using the National Change of
16 Address Database.

17 2. The Administrator must conduct a Class Member Address Search for all other
18 Participating Class Members and PAGA Group Members whose checks are returned
19 undelivered without USPS forwarding address. Within 7 calendar days of receiving a returned
20 check, the Administrator must re-mail checks to the USPS forwarding address provided or to
21 an address ascertained through the Class Member Address Search. The Administrator need
22 not take further steps to deliver checks to Participating Class Members and PAGA Group
23 Members whose re-mailed checks are returned as undelivered. The Administrator shall
24 promptly send a replacement check to any Participating Class Member whose original check
25 was lost or misplaced, requested by the Class Member prior to the void date.

26 3. For any Class Member whose Individual Settlement Payment check or Individual
27 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
28 transmit the funds represented by such checks to the California State Controller's Unclaimed

1 Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject
2 to the requirements of the California Code of Civil Procedure Section 384, subd. (b).

3 4. The payment of Individual Settlement Payments and Individual PAGA Payments
4 shall not obligate Defendant to confer any additional benefits or make any additional
5 payments to Class Members or PAGA Group Members (such as 401(k) contributions or
6 bonuses) beyond those specified in this Agreement.

7 **VII. RELEASE OF CLAIMS**

8 **A. Release As to All Settlement Class Members.**

9 Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all
10 Settlement Class Members waive, release, and discharge the Released Parties from any and all
11 claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs,
12 expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, whether
13 known or unknown, contingent or accrued, under any legal theory under federal and state law for
14 any alleged failure to pay all wages due (including minimum wage, overtime wages, and double
15 time wages), claims regarding rounding, failure to pay for all hours worked (including off-the clock
16 work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve
17 of all duties during meal and rest periods, combining of meal and rest periods, failure to timely pay
18 wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly
19 calculate meal or rest period premiums, donning and doffing, pre and post-shift work, failure to
20 reimburse necessary business expenses, failure to furnish accurate wage statements including
21 claims derivative and/or related to these claims, liquidated damages, conversion of wages, and
22 record-keeping violations, up to and including the end of the Class Period. This Release shall
23 include all claims and theories arising under the California Labor Code, wage orders, and applicable
24 regulations, including Labor Code Sections 201, 202, 203, 204, 206, 210, 218, 218.5, 226, 226.3,
25 226.7, 227.3, 256, 510, 512, 516, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197,
26 1197.1, 1198, and 1199, all claims and theories arising under Labor Code Section 2802 as well as
27 claims under Business and Professions Code section 17200 et seq. based on alleged violations of
28 the above Labor Code provisions (collectively, “Released Class Claims”).

1 **B. Released as to State of California and PAGA Group Members.**

2 Upon the Effective Date and full funding of the Total Settlement Amount, The State of
3 California and all PAGA Group Members, including Settlement Class Members who are PAGA
4 Group Members, are deemed to release, on behalf of themselves and their respective former and
5 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
6 Released Parties any and all claims under the PAGA premised on the facts and/or allegations in the
7 Operative Complaint or PAGA Notice that arose during the PAGA Period, regardless of theory of
8 recovery.

9 **C. General Release by Plaintiff Only.**

10 In addition to the releases made in Section VII.A-B, Plaintiff makes the additional following
11 general release of all claims, known or unknown. Plaintiff releases the Released Parties from all
12 claims, demands, rights, liabilities and causes of action of every nature and description whatsoever,
13 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
14 violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection
15 with Plaintiff's relationship with Defendant as well as any and all acts or omissions by or on the
16 part of Defendant, excluding only claims that, by law, may not be privately released. (The release
17 set forth in this Section VII.C shall be referred to hereinafter as the "General Release.")

18 With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective
19 Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent
20 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code,
21 or any other similar provision under federal or state law, which provides:

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

26 This release specifically excludes claims for unemployment insurance, disability, social security,
27 and workers compensation (with the exception of claims arising pursuant to California Labor Code
28 Sections 132(a) and 4553). Moreover, the Parties agree that this General Release specifical

1 excludes the union's grievance Plaintiff submitted on July 5, 2022 in connection with his
2 termination. In agreeing to this carve out, Defendant is not making any admission with respect to
3 Plaintiff's grievance, and Defendant does not waive any defenses to Plaintiff's grievance.
4 Defendant reserves all rights with respect to Plaintiff's grievance.

5 **VIII. MOTION FOR PRELIMINARY APPROVAL**

6 **A.** Upon full execution of the Agreement, Class Counsel will draft and file a Motion
7 for Preliminary Approval of a class action settlement within 30 calendar days and will share their
8 draft for comments by Defense Counsel at least 4 business days before filing. Class Counsel shall
9 seriously consider in good faith Defense Counsel's comments on the draft of the motion before filing
10 any motion.

11 **B. Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all
12 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
13 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
14 Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code
15 section 2699, subdivision (O(2)); (ii) a draft proposed Order Granting Preliminary Approval and
16 Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not
17 to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency;
18 operative procedures for protecting the security of Class Data; amounts of insurance coverage for
19 any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
20 conflicts of interest with Class Members; and the nature and extent of any financial relationship with
21 Plaintiffs, Class Counsel, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming
22 willingness and competency to serve and disclosing all facts relevant to any actual or potential
23 conflicts of interest with Class Members or the Administrator; (vi) a signed declaration from Class
24 Counsel attesting to its competency to represent the Class Members; its timely transmission to the
25 LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd.
26 (a))), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699,
27 subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class
28 Members or the Administrator.

1 **C. Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible
2 for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt
3 hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in
4 favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the
5 Court's Preliminary Approval to the Administrator.

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

14 **IX. SETTLEMENT ADMINISTRATION**

15 **A. Employer Identification Number.** The Administrator shall take steps to establish
16 a case-specific Employer Identification Number, if necessary, for purposes of calculating payroll
17 tax withholdings and providing reports to state and federal tax authorities.

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

21 **C. Notice to the Class.**

22 Plaintiff and Defendant, through their respective attorneys, have jointly prepared the Class
23 Notice, which in substance will be provided to the Class Members as follows:

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

27 **2.** The Settlement Administrator shall run all the addresses provided through
28 the United States Postal Service NCOA database (which provides updated addresses for any

individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information, and shall mail the Class Notice to the Class Members via first-class U.S. Mail using the most current mailing address information available, within ten (10) calendar days of the receipt of the Class List from Defendant.

3. The Class Notice will include information regarding the nature of the Action; a summary of the terms of the Settlement; the definition of the Class; a statement that the Court has preliminarily approved the Settlement; the nature and scope of the claims being released; the procedure and time period for objecting to the Class Settlement, the date and location of the Final Approval Hearing; information regarding the procedure for opting out of the Class Settlement; the number of Workweeks and pay periods credited to each Class Member / PAGA Group Member and the procedure for disputing the number of Workweeks / Pay Periods credited; and the estimated Individual Settlement Payment for the Class Member.

4. If a Class Notice is returned as undeliverable within thirty (30) calendar days after the initial mailing, the Settlement Administrator will perform a skip trace in an attempt to locate a more current address within three (3) business days of receipt of the returned mail. If the Settlement Administrator is successful in locating an updated address, it will re-mail the Class Notice to the Class Member as soon as possible. Further, any Class Notices returned with a forwarding address to the Settlement Administrator before the Response Deadline, shall be re-mailed to the forwarding address affixed thereto.

5. With respect to any Class Notice that is re-mailed, the Response Deadline for the Class Member whose Class Notice is re-mailed will be extended an additional fifteen (15) calendar days from the original Response Deadline.

D. Objections.

Only Settlement Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Class Settlement, and/or amounts requested for the Attorneys' Fees and Costs and/or Enhancement Award.

Settlement Class Members may send written Objections to the Administrator by mail. In the alternative, Settlement Class Members may appear in Court (or hire an attorney to appear in

1 Court) to present oral Objections at the Final Approval Hearing. A Participating Class Member
2 who elects to send a written Objection to the Administrator must do so not later than the Response
3 Deadline.

4 The Objection must be signed by the Participating Class Member and contain all
5 information required by Section I.U of this Settlement Agreement.

6 **E. Requests for Exclusion from Class Settlement (Opt-Outs).**

7 **1.** Class Members who wish to exclude themselves (opt-out of) the Class
8 Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later
9 than the Response Deadline. A Request for Exclusion is a letter from a Class Member or their
10 representative that reasonably communicates the Class Member's election to be excluded from the
11 Class Settlement and includes all of the information required by Section I.FF of this Settlement
12 Agreement. The Class Notice shall contain instructions on how to opt out.

13 **2.** To be valid, a Request for Exclusion must be postmarked by the Response
14 Deadline. The date of the initial mailing of the Class Notice, and the date the signed Request for
15 Exclusion was postmarked, shall be conclusively determined according to the records of the
16 Settlement Administrator. Any Class Member who timely and validly submits a Request for
17 Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the Class
18 Settlement, and will not have any right to object, appeal, or comment thereon.

19 **3.** Any Class Member who does not submit a timely and valid Request for
20 Exclusion to the Settlement Administrator will be deemed bound to the Class Settlement in
21 accordance with this Settlement. All PAGA Group Members shall be bound to the PAGA
22 Settlement regardless of their decision to participate in the Class Settlement.

23 **4.** The Parties separately agree that they and their respective counsel and
24 employees will not solicit any Class Member to opt out of or object to the Settlement or appeal
25 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
26 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
27 to Class Members.

28 **F. Disputes to Calculation of Workweeks / Pay Periods.**

1 Each Class Member and PAGA Group Member shall have until the Response Deadline to dispute
2 the number of Workweeks and/or Pay Periods (if any) allocated to the Class Member and/or PAGA
3 Group Member in the Class Notice. The Class Member may dispute the allocation by
4 communicating with the Administrator via mail. The Workweeks / Pay Period Dispute must be
5 signed by the Class Member and contain all information required by Section I.NN of this Settlement
6 Agreement. In the absence of any contrary documentation, the Administrator is entitled to presume
7 that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they
8 are consistent with the Class Data. The Administrator's determination of each Class Member's
9 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
10 susceptible to challenge. The Administrator shall promptly provide copies of all disputes to
11 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
12 Administrator's determination of those disputes.

13 **G. Settlement Administrator's Duties.**

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

16 **2. Website, Email Address and Toll-Free Number.** The Administrator will post
17 information of interest to Class Members including the date, time, and location for the Final
18 Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the
19 Class Notice, the Motion for Final Approval, the Final Approval and the Judgment on a portion of
20 its website. The Administrator will also maintain and monitor an email address and a toll-free
21 telephone number to receive Class Member calls and emails.

22 **3. Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will
23 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
24 five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion,
25 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
26 and other identifying information of Class Members who have timely submitted valid Requests for
27 Exclusion from the Class Settlement ("Exclusion List"); (b) the names and other identifying
28 information of Class Members who have submitted invalid Requests for Exclusion from the Class

1 Settlement; (c) copies of all Requests for Exclusion from the Class Settlement submitted (whether
2 valid or invalid).

3 **4. Weekly Reports.** The Administrator must, on a weekly basis, provide written
4 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
5 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion from the
6 Class Settlement (whether valid or invalid) received, objections to the Class Settlement received,
7 Disputes to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
8 Individual Settlement Payments and Individual PAGA Payments (“Weekly Report”). The Weekly
9 Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and
10 attach copies of all Requests for Exclusion and objections received.

11 **5. Workweek and/or Pay Period Disputes.** The Administrator has the authority to
12 address and make final decisions consistent with the terms of this Agreement on all Class Member
13 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
14 shall be final and not appealable or otherwise susceptible to challenge.

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

25 **7. Final Report by Administrator.** Within ten (10) calendar days after the
26 Administrator disburses all funds in the Total Settlement Amount, the Administrator will provide
27 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
28 identification number only of all payments made under this Agreement. At least fifteen (15)

1 calendar days before any deadline set by the Court, the Administrator will prepare, and submit to
2 Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its
3 disbursement of all payments required under this Agreement. Class Counsel is responsible for filing
4 the Administrator's declaration in Court.

5 **H. Cooperation.**

6 The Parties and their respective counsel agree not to take any action to encourage members of the
7 Class to opt out of the Class Settlement or to object to the Class Settlement, directly or indirectly,
8 through any means. However, if a Class Member contacts Class Counsel, Class Counsel may
9 discuss the terms of the Settlement and the Class Member's options with respect to the Settlement.
10 Class Counsel reserves the right to encourage Class Members to participate in the settlement.

11 **XI. ESCALATOR CLAUSE**

12 Defendant represents that there are 13,000 workweeks during the period from August 29,
13 2019 to July 31, 2024. Should the qualifying workweeks worked by the Class Members during the
14 Class Period increase beyond 10% of 13,000 workweeks (i.e., beyond 14,300 workweeks), then, at
15 the sole discretion of Defendant, either (a) Defendant shall increase the Total Settlement Amount
16 proportionally by the number of workweeks worked in excess of 14,300 multiplied by the
17 workweek value (e.g., if the number of workweeks increases by 11% to 14,430 workweeks, the
18 Total Settlement Amount will increase by 1%), or (b) the Class Period and PAGA Period shall end
19 on the last day on which the workweeks do not exceed 14,300 ("Alternate End Date"). The Parties
20 agree that the workweek value is \$49.23 (\$640,000 / 13,000 workweeks).

21 **XI. DEFENDANT'S RIGHT TO WITHDRAW**

22 If the number of valid Requests for Exclusion from the Class Settlement identified in the
23 Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is
24 not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant
25 withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither
26 Party will have any further obligation to perform under this Agreement; provided, however,
27 Defendant will remain responsible for paying all Administration Costs incurred to that point.
28 Defendant must notify Class Counsel and the Court of its election to withdraw not later than

fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

XVIII. MOTION FOR FINAL APPROVAL

Not later than 16 court days before the calendared Final Approval Hearing, Class Counsel will file in Court, a motion for final approval of the Settlement that includes a request for approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

D. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys’ Fees and Costs as set forth in

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

9 **E. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.**

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

19 **XIX. MISCELLANEOUS PROVISIONS**

20 **A. Interim Stay of the Action.**

21 Plaintiff and Defendant agree to the stay of all proceedings in the Action, including with
22 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary
23 to implement and complete the Settlement, pending final approval of the Settlement by the Court.
24 The Parties agree to cooperate in vacating any and all class certification deadlines and trial dates.
25 The Parties will cooperate in staying any and all discovery and trial-related deadlines.

26 **B. Interpretation of the Agreement.**

27 This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except
28 as expressly provided herein, this Agreement has not been executed in reliance upon any other

1 written or oral representations or terms, and no such extrinsic oral or written representations or
2 terms shall modify, vary from or contradict its terms. In entering into this Agreement, the Parties
3 agree that this Agreement is to be construed according to its terms and may not be varied or
4 contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws
5 of the State of California, both in its procedural and substantive aspects, without regard to its
6 conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject
7 matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California
8 for the County of San Francisco, and Plaintiff and Defendant hereby consent to the personal
9 jurisdiction of the Court over them solely in connection therewith. Plaintiff, on his own behalf, on
10 behalf of the Class, and on behalf of the State of California pursuant to PAGA, and Defendant
11 participated in the negotiation and drafting of this Agreement and had available to them the advice
12 and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any
13 ambiguity in this Agreement should be construed against the other. The terms and conditions of
14 this Agreement constitute the exclusive and final understanding and expression of all agreements
15 between Plaintiff and Defendant with respect to the Settlement.

16 **C. Further Cooperation.**

17 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare
18 and execute all documents, to seek the necessary approvals from the Court, and to do all things
19 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.
20 The Parties agree to cooperate fully with each other and will use their best efforts to finalize the
21 Settlement, and to use any other efforts that may become necessary by order of the Court, or
22 otherwise, to effectuate the Settlement.

23 **D. Confidentiality & No Undue Publicity.**

24 Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the
25 Motion for Preliminary Approval of Settlement is filed with the Court, they and each of them will
26 not disclose, disseminate and/or publicize, or cause or permit another person to disclose,
27 disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
28 generally, to any person, corporation, association, government agency, or other entity except: (1)

1 to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this
2 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income
3 to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to
4 an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
5 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking
6 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not
7 to, directly or indirectly, initiate any conversation or other communication, before the filing of the
8 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
9 giving rise to this Agreement except to respond only that "the matter was resolved," or words to
10 that effect. This paragraph does not restrict Class Counsel's communications with Class Members
11 in accordance with Class Counsel's ethical obligations owed to Class Members.

12 Neither Plaintiff nor Class Counsel shall cause to be publicized, directly or indirectly, any
13 discussion resulting in or the existence of this Agreement or its terms in any type of mass media,
14 including, but not limited to, speeches, press conferences, press releases, interviews, television or
15 radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter/X or
16 any other social media. After the Effective Date, Class Counsel may state on their website that the
17 case has been settled and provide a short and plain description of the claims that were settled,
18 subject to Defendant's approval, which shall not be unreasonably withheld. This provision does not
19 apply to any publications ordered by the Court.

20 **E. Integrated Agreement.**

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

25 **F. Counterparts.**

26 The Agreement may be executed in one or more actual or non-original counterparts, either
27 through a physical original, facsimile, electronic, or e-mail signature, all of which will be
28 considered one and the same instrument and all of which will be considered duplicate originals.

1 Any executed counterpart will be admissible in evidence to prove the existence and contents of this
2 Agreement.

3 **G. Authority.**

4 Each individual signing below warrants that they have the authority to execute this
5 Agreement on behalf of the Party for whom or which that individual signs.

6 **H. Attorney Authorization.**

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

12 **I. Modification.**

13 Before this Agreement has been submitted to the Court in connection with seeking
14 preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a
15 writing signed by the counsel for the Parties. After this Agreement has been submitted to the Court
16 in connection with seeking preliminary approval of the Settlement, it may not be changed, altered,
17 or modified, except in a writing signed by the counsel for the Parties, subject to approval by the
18 Court. Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated in
19 this Agreement may be modified by agreement of counsel for the Parties in writing without
20 approval by the Court if the Parties agree and cause exists for such modification.

21 **J. Deadlines Falling on Weekends or Holidays.**

22 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
23 legal holiday, that deadline shall be continued until the following business day.

24 **K. California Law Governs.**

25 All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted
26 according to the laws of the State of California.

27 **L. Severability.**

28 In the event that any one or more of the provisions contained in this Agreement shall for

1 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
2 unenforceability shall in no way effect any other provision if Defendant's counsel and Class
3 Counsel, on behalf of the Parties, the Settlement Class, State of California, and PAGA Group
4 Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
5 had never been included in this Agreement.

6 **M. Binding on Successors and Assigns.**

7 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
8 or assigns of the Parties hereto, as previously defined.

9 **N. Waiver.**

10 No waiver of any condition or covenant contained in this Settlement Agreement or failure
11 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
12 a further waiver by such party of the same or any other condition, covenant, right or remedy.

13 **O. Representation by Counsel.**

14 The Parties acknowledge that they have been represented by counsel throughout all
15 negotiations that preceded the execution of this Agreement, and that this Agreement has been
16 executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class
17 Counsel warrant and represent that there are no liens on the Agreement.

18 **P. Binding Agreement.**

19 The Parties warrant that they understand and have full authority to enter into this Settlement,
20 and further intend that this Settlement Agreement will be fully enforceable and binding on all
21 Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in
22 any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
23 otherwise might apply under federal or state law.

24 **Q. No Tax Advice.**

25 Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice
26 regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the
27 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or
28 otherwise.

1 **R. Enforcement of the Agreement.**

2 If either Party must institute legal proceedings to enforce the terms of this Agreement due
3 to a material breach of the same by the other (not including a motion for preliminary or final
4 approval), then the prevailing Party shall be entitled to the recovery of their reasonable attorneys'
5 fees and costs. Moreover, Defendants shall bear the sole responsibility for any cost to issue or
6 reissue any curative notice to the Settlement Class Members and all Claims Administration
7 Expenses incurred to the date if such notice(s) are ordered by the Court, if the reason for a curative
8 notice stems from Defendants' failure to fully fund the Gross Settlement Amount.

9 **R. Post-Mediation Disputes.**

10 Any post-mediation disputes will be submitted to the mediator Daniel Turner, Esq., or
11 another mediator as agreed upon by the Parties, for Resolution.

12 **S. Headings.**

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

15
16 **IT IS SO AGREED:**

17 Date: 01/28/2026 , 2026


Calvin Watson (Jan 28, 2026 18:45:00 MST)
CALVIN WATSON, *Plaintiff*

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20
21 Date: _____, 2026

Pier 39, LP *Defendant*
Name:
Position:

22
23
24
25 Date: January 30, 2026

LAWYERS *for* JUSTICE, PC



Vartan Madoyan
Attorneys for Plaintiff and Proposed Class
Counsel

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1 Date: January 29, 2026

THE JCL LAW FIRM, APC



Jean-Claude Lapuyade
*Attorneys for Plaintiff and Proposed Class
Counsel*

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7 Date: January 30, 2026

ZAKAY LAW GROUP, APLC



Shani O. Zakay
*Attorneys for Plaintiff and Proposed Class
Counsel*

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SEYFARTH SHAW LLP

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Par Vafaenia (as to form only)
Attorney for Pier 39, LP

1 Date: _____, 2026

THE JCL LAW FIRM, APC

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4 Jean-Claude Lapuyade
Attorneys for Plaintiff and Proposed Class
Counsel

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7 Date: _____, 2026

ZAKAY LAW GROUP, APLC

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9 Shani O. Zakay
Attorneys for Plaintiff and Proposed Class
Counsel

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12 Date: 01/30/2026, 2026

SEYFARTH SHAW LLP

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16 Par Vafaenia (as to form only)
Attorney for Pier 39, LP

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Calvin Watson v. Pier 39, LP, San Francisco County Superior Court Case No. CGC-23-608701)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

The San Francisco County Superior Court has authorized this notice in the matter of *Watson v. Pier 39, LP*, San Francisco County Superior Court Case No. **CGC-23-608701** (the “Lawsuit”). This is not a solicitation from a lawyer.

- You are receiving this Notice because Pier 39, LP’s (“Defendant”) records show that you worked for it in California as a non-exempt/hourly employee during the Class Period. Your estimated net settlement share is **[INSERT ESTIMATED AWARD]**.
- The parties have negotiated a proposed settlement (the “Settlement”) of the Lawsuit in the amount of \$640,000.00. The Settlement resolves claims against Defendant in the Lawsuit for unpaid wages, unpaid overtime, failure to pay overtime, sick pay, reporting time pay, and meal and rest period premium pay at the proper rate, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, failure to reimburse for necessary business expenses, failure to comply with California’s sick pay laws, waiting time penalties, and civil penalties under the Private Attorneys General Act (“PAGA”).
- Defendant denies all of the allegations in the Lawsuit and expressly and specifically denies violating any laws.
- Your legal rights may be affected by this Settlement whether you act, or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety. To request to be excluded from, or object to, this Settlement, you must act before **[45 days from date notice is mailed]**.
- The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the class portion of the Settlement . However, you will still receive your share of the PAGA award provided for under the Settlement.

	Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed Settlement of the Lawsuit, which is pending in the Superior Court for the State of California, County of San Francisco (the “Court”), has been reached between Plaintiff Calvin Watson (the “Plaintiff” and “Class Representative”) and Defendant. The Court has granted preliminary approval of the Settlement.

You have received this Class Notice because you have been identified as a member of the Class. The Class is defined to include all individuals who were employed by Defendant Pier 39, LP as non-exempt/hourly employees in the State of California during the Class Period.

The “Class Period” means the period from August 29, 2019 through [DATE].

This Class Notice explains the Lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is the Lawsuit about?

The Lawsuit is for unpaid wages, unpaid overtime, failure to pay overtime, sick pay, reporting time pay, and meal and rest period premium pay at the proper rate, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, failure to reimburse for necessary business expenses, failure to comply with California’s sick pay laws, waiting time penalties, and civil penalties under PAGA.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Lawsuit is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to the Settlement with the assistance of a professional, neutral mediator. That way, they can avoid the cost of a trial, and the people affected will get compensation as part of a compromise between the sides. Defendant did not admit any liability but settled the Lawsuit in order to avoid costly, disruptive, and time-consuming litigation.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of Lawyers for Justice, PC, JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel. Plaintiff and Class Counsel think the Settlement is best for all Class Members.

3. What are the terms of the Settlement?

Total Settlement Amount. Defendant has agreed to pay an “all in” amount of Six Hundred Forty Thousand Dollars and Zero Cents (\$640,000.00). (the “Total Settlement Amount”) to fund the settlement. The Total Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Administration Costs, the PAGA Penalties, and the Enhancement Award to the Plaintiff. The Total Settlement Amount will be distributed in accordance with the terms of the Settlement. A description of how to “exclude” yourself is provided below, in Question 8 on page 6.

Amounts to be Paid from the Total Settlement Amount. The Settlement provides for certain payments to be made from the Total Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Total Settlement Amount before settlement payments are made to Class Members, as follows:

- Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$6,250.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of Attorneys’ Fees of no more than 35% of the Total Settlement Amount (currently estimated to be \$224,000.00) and Attorneys’ Costs of not more than \$25,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Enhancement Award. An Enhancement Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Penalties. A payment of \$75,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$48,750.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$26,250.00 will be distributed to PAGA Members as part of the Individual PAGA Payments.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys’ Fees, Attorneys’ Costs, the Enhancement Award, the PAGA Penalties, and the Claims Administration Costs are deducted from the Total Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A “workweek” is defined as any week in which a Class Member worked for Defendant for at least one day in California as a non-exempt employee during the Class Period.
- Calculation of Individual PAGA Payments to PAGA Members. The PAGA Payment shall be distributed to PAGA Members irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all PAGA Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Member during the PAGA Period. “PAGA Member” means all individuals who were employed by Defendant as non-exempt/hourly employees in the State of California during the PAGA Period. The PAGA Period means the period from August 29, 2022 through [DATE].

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a

payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty-five percent (25%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy-Five percent (75%) of each Settlement Class Member's Individual Settlement Payment will be allocated to settlement of claims for non-wages, including penalties and interest, and this portion will not be subject to wage withholdings and will be reports on IRS 1099 Forms. In addition, no taxes will be withheld from the Individual PAGA Payments paid to PAGA Members, and each PAGA Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Individual PAGA Payments made to Settlement Class Members and/or PAGA Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement 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 401(k) contributions or bonuses. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment and funding in full of the Total Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. "Released Parties" means Defendant Pier 39, LP and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their former and/or current officers, directors, managers, owners, executives, partners, executive level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns and legal representatives. "Released Class Claims" means all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage, overtime wages, and double time wages), claims regarding rounding, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, donning and doffing, pre and post-shift work, failure to reimburse necessary business expenses, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, and record-keeping violations, up to and including the end of the Class Period. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 256, 510, 512, 516, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, all claims and theories arising under Labor Code Section 2802 as well as claims under Business and Professions Code section 17200 et seq. based on alleged violations of the above Labor Code provisions.

Released PAGA Claims. Upon entry of final judgment and funding in full of the Total Settlement Amount by Defendant, Plaintiff and the PAGA Group Members shall release all Released PAGA Claims that occurred during the PAGA Period as to the Released Parties. "Released PAGA Claims" means any and all claims under the PAGA

premised on the facts and/or allegations in the operative complaint (the FAC) or PAGA Notice that arose during the PAGA Period, regardless of theory of recovery.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (August 29, 2019 through [DATE]).

Based on this information, your estimated Settlement Share is <<____>>.

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (August 29, 2022 through [DATE]).

Based on this information, your estimated PAGA Payment Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with any supporting documents to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Notice after the settlement is finally approved by the Court. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can contact the attorneys for the Class, also known as "Class Counsel," whose contact information is included in Question 8 for an update at any time.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall deposit all funds from such uncashed checks with the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

7. What if my address changes?

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator: [Insert Settlement Administrator address and phone number]

It is important that you advise the Settlement Administrator of any address changes so that future notices and/or the settlement payment can reach you.

8. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, **except that**, irrespective of whether you exclude yourself from the Settlement or "opt out," if you are a PAGA Member, you will be bound by the PAGA portion of the Settlement, you will be deemed to have released the Released PAGA

Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 2832 Walnut Ave. Suite C, **Tustin, CA 92780**; Tel. (888) 250-6810. The request for exclusion must state in substance that you read the Class Notice and that you wish to be excluded from the settlement of the class action lawsuit *Calvin Watson v. Pier 39, LP*, San Francisco County Superior Court Case No. CGC-23-608701. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

9. How do I tell the Court that I would like to challenge the Settlement?

Any 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 proposed Settlement. Objections may be in writing and state your name, current address, telephone number, last four digits of your Social Security Number, and include a written statement of all grounds for the objection accompanied by any legal and factual support for such objection, along with copies of any papers, briefs, or other documents upon which the objection is based. All written objections or other correspondence must also state the name and number of the case, which is *Calvin Watson v. Pier 39, LP, San Francisco County Superior Court Case No. CGC-23-608701*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 11 below.

Only Class Members participating in the Settlement may object to it. In other words, if you opt out, you cannot object to the Settlement. If you raise an objection and the Court ultimately approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 2832 Walnut Ave. Suite C, Tustin, CA 92780; Tel: (888) 845-6185.

10. Who is Class Counsel in this case?

Class Counsel's contact information is as follows:

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11. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Francisco County Superior Court, Department __, located at _____ before Judge _____. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

12. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-250-6810 or write to *Calvin Watson v. Pier 39, LP*, San Francisco County Superior Court, Case No. CGC-23-608701, Settlement Administrator, 2832 Walnut Ave. Suite C, Tustin, CA 92780, c/o ILYM Group, Inc.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may request a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.ilymgroup.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

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