

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff LAGERALD WEBB

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

LAGERALD WEBB, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

SERVICE FIRST OF NORTHERN
CALIFORNIA, a California corporation, and
DOES 1-50, Inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0007604

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 7, 2024

Time: 9:30 a.m.

Judge: Hon. Barbara A. Kronlund

Dept.: 10D

1 This matter came before the Honorable Judge Barbara A. Kronlund of the Superior Court of the
2 State of California, in and for the County of San Joaquin, at 9:30 a.m. on February 7, 2024, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC as counsel for plaintiff LAGERALD WEBB ("Plaintiff"), and Jamie Boussaut, Esq. of Kroloff,
5 Belcher, Smart, Perry & Christopherson, appearing for Defendant SERVICE FIRST OF NORTHERN
6 CALIFORNIA, a California corporation (hereinafter "Defendant"). The Court, having carefully
7 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
8 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
11 Action Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct
12 copy of which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the
13 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
14 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the Settlement Agreement, the Gross Settlement Amount that Defendant shall
18 pay is Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). It appears to the Court on a
19 preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class
20 Members when balanced against the probable outcome of further litigation relating to certification,
21 liability, and damages issues. It further appears that investigation and research have been conducted
22 such that counsel for the Parties are able to reasonably evaluate their respective positions. It further
23 appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
24 well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It
25 further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive
26 arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiff seeks Attorneys' Fees in the amount of up-to one-third of the Gross Settlement
6 Amount for attorneys' fees, currently estimated at Sixty-Six Thousand, Six Hundred Sixty-Six Dollars
7 and Sixty-Seven Cents (\$66,666.67), plus Attorneys' Expenses of up to Twenty-Five Thousand Dollars
8 and Zero Cents (\$25,000.00), and proposed Service Award to the Class Representative, Lagerald Webb,
9 in an amount of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards
10 appear to be within the range of reasonableness, the Court will not approve the Attorneys' Fees,
11 Attorneys' Expenses, or the Service Award until the Final Approval Hearing.

12 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
13 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
14 proceeding should this Settlement not become final. For settlement purposes only, the Court
15 conditionally certifies the following Class:

16 "All non-exempt employees who are or previously were employed by
17 Defendant and performed work in California during the period beginning
18 August 30, 2018 to December 22, 2023."

19 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
20 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
21 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
22 common questions of law and fact predominate, and there is a well-defined community of interest
23 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
24 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
25 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
26 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
27 to act as counsel for the Class Representative in his individual capacity and as the representative of the
28 Class Members.

1 8. The Court provisionally appoints plaintiff LAGERALD WEBB as the representative of
2 the Class.

3 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
4 APC, and Shani Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

5 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
6 Class Action Settlement (“Class Notice”) attached to the Agreement as **Exhibit “A.”** The Court finds
7 that the notice appears to fully and accurately inform the Class Members and Aggrieved Employees of
8 all material elements of the proposed Settlement, including the right of any Class Member to be
9 excluded from the Class by submitting a written request for exclusion, and of each Class Member’s
10 right and opportunity to object to the Settlement. The Court further finds that the distribution of the
11 notices in the manner and form set forth in the Agreement and this Order meets the requirements of
12 due process, is the most reasonable notice under the circumstances, and shall constitute due and
13 sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class
14 mail, pursuant to the terms set forth in the Agreement.

15 11. The Court hereby appoints Apex Class Action LLC as Claims Administrator. Within
16 thirty (30) days after the execution of the Agreement, Defendant shall provide the Claims Administrator
17 with the Class Data, including information regarding Class Members that Defendant will in good faith
18 compile from its records, including each Class Member’s full name, last-known mailing address, Social
19 Security number, and start dates and end dates of employment. No later than twenty-one (21) calendar
20 days after preliminary approval of the Settlement, the Claims Administrator shall mail copies of the
21 Class Notice to all Class Members via first class U.S. Mail.

22 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
23 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
24 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
25 Settlement of the Released Class Claims that are set forth in the Class Notice. All requests for exclusion
26 must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after
27 the Claims Administrator mails the Class Notices to Class Members or, in the case of re-mailed Notice,
28 not more than fourteen (14) days from the original Response Deadline. Any such person who chooses

1 to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement
2 Payment under the Settlement and will not be bound by the Settlement, or have any right to object,
3 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all
4 determinations of the Court, the Agreement, and Judgment.

5 13. Any Class Member who has not opted out may appear at the final approval hearing and
6 may object or express the Class Member's views regarding the Settlement and may present evidence
7 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
8 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
9 date the Claims Administrator mails the Class Notice to postmark their written objections to the Claims
10 Administrator.

11 14. A final approval hearing shall be held before this Court on _____ at
12 _____ AM/PM in Department 10D of the San Joaquin County Superior Court to determine all
13 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
14 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
15 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
16 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
17 reasonable to the Class; and to finally approve the Attorneys' Fees and Attorneys' Expenses, Service
18 Award, and the Claims Administration Expenses. All papers in support of the motion for final approval
19 and the motion for Attorneys' Fees, Attorneys' Expenses and Service Award shall be filed with the
20 Court and served on all counsel within twenty-eight (28) days following the expiration of the Response
21 Deadline.

22 15. In the event the Settlement does not become effective in accordance with the terms of the
23 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
24 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
25 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
26 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
27 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
28 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it

1 is not approved.

2 16. All proceedings in this matter, except those contemplated by this Order and the
3 Settlement Agreement, are stayed.

4 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
5 and all dates provided for in the Agreement without further notice to Class Members and retains
6 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

7
8
9
10 Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar # Pending)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

LAGERALD WEBB, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

SERVICE FIRST OF NORTHERN
CALIFORNIA, a California corporation; and
DOES 1 through 50, Inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-0007604

[Action Filed August 30, 2022]

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff LAGERALD WEBB (hereinafter "Plaintiff"), an individual,
3 on behalf of the Settlement Class, and in his representative capacity on behalf of the State of
4 California and the Aggrieved Employees, and Defendant SERVICE FIRST OF NORTHERN
5 CALIFORNIA (hereinafter "Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class and representative action lawsuit designated
8 *Webb v. Service First of Northern California*, San Joaquin County Superior Court,
9 Case No. STK-CV-UOE-2022-0007604, filed August 30, 2022.
- 10 B. "Aggrieved Employees" means all non-exempt employees who are or previously
11 were employed by Defendant and performed work in California during the PAGA
12 Period.
- 13 C. "Aggrieved Employee Payment" means 25% of the PAGA Penalties allocated to the
14 Aggrieved Employees. "Agreement" or "Settlement Agreement" means this
15 Stipulation of Settlement of Class and PAGA Action and Release of Claims.
- 16 D. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be
17 paid to Class Counsel for the expenses they have incurred of up to \$25,000.00.
- 18 E. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to
19 Class Counsel for the services they have rendered to Plaintiff and the Settlement
20 Class in the Action, currently not to exceed one-third of the Gross Settlement
21 Amount currently estimated to be \$66,666.67 out of \$200,000.00. Attorneys' Fees
22 will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and
23 50% to Zakay Law Group, APLC).
- 24 F. "Claims Administrator" means Apex Class Action Settlement Administration,
25 located at 18 Technology Drive, Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700;
26 Fax: (949)878-3536. The Claims Administrator establishes, designates and

maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Claims Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.***

G. "Claims Administration Expenses" shall mean the amount paid to the Claims Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$10,000.00.

H. "Class" or the "Class Members" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC.

I. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Claims Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment.

J. "Class Period" means the period beginning August 30, 2018 to December 22, 2023.

K. "Class Representative" shall mean plaintiff Lagerald Webb.

L. "Court" means the Superior Court for the State of California, County of San Joaquin currently presiding over the Action.

M. "Defendant" shall mean Service First of Northern California.

N. "Effective Date" means the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final

1 approval order, then the effective date of final approval will be the date the Court
2 enters the order and judgment granting final approval of the settlement. If an appeal
3 is taken from the Court's overruling of objections to the settlement, then the effective
4 date of final approval will be twenty (20) days after the appeal is withdrawn or after
5 an appellate decision affirming the final approval decision becomes final.

6 O. "First Installment" shall mean the Installment Payment of One Hundred Thousand
7 Dollars and Zero Cents (\$100,000.00) due on or before January 23, 2025.

8 P. "Funding Date" shall mean the date that the Gross Settlement Amount is fully funded
9 by Defendant into the QSF and paid the employer side payroll taxes to the Claims
10 Administrator in accordance with the terms of this Agreement, and which shall be in
11 accordance with Paragraph III(M) below.

12 Q. "Gross Settlement Amount" means Two Hundred Thousand Dollars and Zero Cents
13 (\$200,000.00) that Defendant must pay into the Qualified Settlement Fund (QSF) in
14 connection with this Settlement, inclusive of the sum of Claims Administration
15 Expenses, Attorneys' Fees, Attorneys' Expenses, Service Award, and the PAGA
16 Penalties and *exclusive* of the employer's share of payroll tax, if any, triggered by any
17 payment under this Settlement. The Gross Settlement Amount shall be all-in with no
18 reversion to Defendant.

19 R. "Individual Settlement Payments" means the amount payable from the Net Settlement
20 Amount to each Settlement Class Member and excludes any amounts distributed to
21 Aggrieved Employees pursuant to PAGA.

22 S. "LWDA Payment" means 75% of the PAGA Penalties allocated to the Labor and
23 Workforce Development Agency. "Net Settlement Amount" or "NSA" means the
24 Gross Settlement Amount, less Attorneys' Fees, Attorneys' Expenses, Service
25 Award, PAGA Penalties, and Claims Administration Expenses.

26 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the

Claims Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Claims Administrator).

U. “Operative Complaint” shall mean the Complaint filed on August 30, 2022.

V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the Pay Periods for all Aggrieved Employees during the PAGA Period.

X. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

Y. “PAGA Period” means the period beginning June 22, 2021, through December 22, 2023.

Z. “PAGA Penalties” shall mean Twenty Thousand Dollars (\$20,000.00) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees (“Aggrieved Employee Payment”) and 75% of the payment going to the Labor and Workforce Development Agency (“LWDA Payment”). The amount of the PAGA Penalties is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Penalties will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

AA. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

BB. “Payment Ratio” means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

1 CC. "Plaintiff" shall mean Lateral Webb.

2 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
3 by the Claims Administrator to fund the Gross Settlement Amount.

4 EE. "Released Class Claims" shall mean all class claims alleged, or reasonably could have
5 been alleged based on the facts alleged in the Operative Complaint in the Action
6 which occurred during the Class Period, and expressly excluding all other claims,
7 including claims for vested benefits, wrongful termination, unemployment insurance,
8 disability, social security, workers' compensation, and class claims outside of the
9 Class Period.

10 FF. "Released PAGA Claims" means all PAGA claims alleged in the Operative
11 Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred
12 during the PAGA Period, and expressly excluding all other claims, including claims
13 for vested benefits, wrongful termination, unemployment insurance, disability, social
14 security, workers' compensation, and PAGA claims outside of the PAGA Period.

15 GG. "Released Parties" shall mean Defendant.

16 HH. "Response Deadline" means the date forty-five (45) calendar days after the Claims
17 Administrator mails Notice Packets to Class Members and the last date on which
18 Class Members may submit requests for exclusion or objections to the Settlement.

19 II. "Second Installment" shall mean the Installment Payment of One Hundred Thousand
20 Dollars and Zero Cents (\$100,000.00) due on or before February 23, 2026.

21 JJ. "Service Award" means an award in the amount of \$10,000 or in an amount that the
22 Court authorizes to be paid to the Class Representative, in addition to his Individual
23 Settlement Payment and his individual Aggrieved Employee Payment, in recognition
24 of his efforts and risks in assisting with the prosecution of the Action.

25 KK. "Settlement" means the disposition of the Action pursuant to this Agreement.

1 LL. "Settlement Installment Payments" means the two (2) equal installment payments in
2 the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000) each, made
3 by Defendant to the Claims Administrator, with the First Installment to be paid on or
4 before January 23, 2025, and the Second Installment to be paid on or before February
5 23, 2026.

6 MM. "Settlement Class Members" or "Settlement Class" means all Class Members who
7 have not submitted a timely and valid request for exclusion as provided in this
8 Agreement.

9 NN. "Workweeks" shall mean any seven (7) consecutive days beginning on Sunday and
10 ending on Saturday, in which a Class Member is employed and received any form of
11 compensation from Defendant

12 **II. RECITALS**

13 A. On June 22, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce
14 Development Agency (LWDA) and served the same on Defendant.

15 B. On August 30, 2022, Plaintiff filed the Action, alleging claims for:

- 16 1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
- 17 2. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1)
- 18 3. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
- 19 4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the
20 applicable Wage Order);
- 21 5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the
22 applicable wage order);
- 23 6. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204);
- 24 7. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2
25 *et seq.*);
- 26 8. Failure to Reimburse for Required Expenses (Labor Code § 2802); and

9. Violation of the Private Attorneys General Act (Labor Code §§ 2698, *et seq*).

C. The Class Representative believes he has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative, alleged in the Operative Complaint, and/or alleged in the Class Representative's PAGA notice to the LWDA are owed, and further contends that, for any purpose other than settlement, the Action 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.

E. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Settlement Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and

1 numerous potential appellate issues. Although it denies any liability, Defendant
2 agrees to this Settlement solely to avoid the inconveniences and cost of further
3 litigation. The Parties and their counsel have agreed to settle the claims on the terms
4 set forth in this Agreement.

5 F. On October 5, 2023, the Parties participated in mediation presided over by Honorable
6 Brian C. Walsh (Ret.), a retired judge and experienced mediator of wage and hour
7 class and PAGA actions. The mediation concluded with a settlement, which was
8 subsequently memorialized in the form of a Memorandum of Understanding.

9 G. This Agreement replaces and supersedes the Memorandum of Understanding and any
10 other agreements, understandings, or representations between the Parties. This
11 Agreement represents a compromise and settlement of highly disputed claims.
12 Nothing in this Agreement is intended or will be construed as an admission by
13 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
14 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
15 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
16 have merit.

17 H. The Parties believe that the Settlement is fair, reasonable, and adequate. The
18 Settlement was arrived at through arm's-length negotiations, taking into account all
19 relevant factors. The Parties recognize the uncertainty, risk, expense, and delay
20 attendant to continuing the Action through trial and any appeal. Accordingly, the
21 Parties desire to settle, compromise and discharge all disputes and claims arising from
22 or relating to the Action fully, finally, and forever.

23 I. The Parties agree to certification of the Class for purposes of this Settlement only. If
24 for any reason the settlement does not become effective, Defendant reserves the right
25 to contest certification of any class for any reason and reserves all available defenses
26 to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Service Award, Attorneys' Fees and Attorneys' Expenses, PAGA Penalties, and the Claims Administration Expenses, as specified in this Agreement, equal to the Gross Settlement Amount of Two Hundred Thousand Dollars (\$200,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.2 below, Defendant shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendant represents that the Settlement Class was comprised of 343 individuals who collectively worked approximately 20,370 workweeks ("Projected Workweeks") during the Class Period. One week prior to the filing of the motion for Preliminary Approval, Defendant will provide Class Counsel with a declaration under penalty of perjury confirming the number of applicable Class Members and workweeks they worked during the Class Period. No later than thirty (30) days after execution of this Settlement Agreement, Defendant will provide the Claims Administrator with the Class Data in order to ensure the Claims Administrator has sufficient time to prepare the foregoing declaration prior to the filing of the motion for Preliminary Approval. If the Projected Workweeks increase by more than 10% of the estimated stated herein (i.e., more than 22,407 Workweeks), the Gross

1 Settlement Amount shall increase proportionally for the number of
2 workweeks over 110% of the 20,370 Projected Workweeks (22,407). For
3 example, if the total workweeks in the Class Period are 115% of 20,370, the
4 Gross Settlement Amount shall increase by 5%. Defendant will provide a
5 declaration under penalty of perjury confirming the number of applicable
6 Class Members and workweeks they worked during the applicable Class
7 Period one week prior to Plaintiff's deadline to file his motion for preliminary
8 approval of the settlement.

- 9 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
10 into the QSF, through the Claims Administrator as follows: the First
11 Installment shall be paid on or before January 23, 2025, and the Second
12 Installment shall be paid on or before February 23, 2026. Within fourteen
13 (14) calendar days after Defendant funds the Gross Settlement Amount in an
14 amount sufficient to cover the Individual Settlement Payments, Individual
15 Aggrieved Employee Payment, and the Service Award, the Claims
16 Administrator will mail checks for all Individual Settlement Payments and all
17 Aggrieved Employees Payments, and the Service Award. Thereafter, within
18 fourteen (14) calendar days after Defendants fund the Gross Settlement
19 Amount in full, the Claims Administrator will mail checks for the LWDA
20 Payment, the Claims Administration Expenses, the Attorneys' Fees, and
21 Attorneys' Expenses. Disbursement of the Attorneys' Fees, and Attorneys'
22 Expenses, and the Claims Administration Expenses shall not precede
23 disbursement of Individual Settlement Payments and Individual Aggrieved
24 Employee Payments. Any interest accrued will be added to the NSA and
25 distributed to the Settlement Class Members except that if final approval is
26 reversed on appeal, then Defendant is entitled to prompt return of the principal

1 and all interest accrued.

2 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
3 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
4 together with the Gross Settlement Amount on the Funding Date.

5 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
6 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
7 release the Released Parties from the Released Class Claims for the Class Period.

8 C. Release by Aggrieved Employees. As of the Funding Date, in exchange for the
9 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
10 California release the Released Parties from the Released PAGA Claims for the PAGA
11 Period. As a result of this release, the Aggrieved Employees shall be precluded from
12 bringing claims against Defendant for the Released PAGA Claims.

13 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
14 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
15 Released Parties from any and all claims, whether known or unknown, which exist or
16 may exist on either Plaintiff's behalf as of the date of this Agreement, including but
17 not limited to any and all tort claims, contract claims, wage claims, wrongful
18 termination claims, disability claims, benefit claims, public policy claims, retaliation
19 claims, statutory claims, personal injury claims, emotional distress claims, invasion of
20 privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and
21 all claims arising under any federal, state or other governmental statute, law, regulation
22 or ordinance, including, but not limited to claims for violation of the Fair Labor
23 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
24 Welfare Commission, other state wage and hour laws, the Americans with Disabilities
25 Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
26 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair

1 Employment and Housing Act, the California Family Rights Act, the Family Medical
2 Leave Act, California's Whistleblower Protection Act, California Business &
3 Professions Code Section 17200 et seq., and any and all claims arising under any
4 federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also
5 waives and relinquishes any and all claims, rights or benefits that he may have under
6 California Civil Code § 1542, which provides as follows:

7
8 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
9 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
10 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
11 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
12 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
13 ***OR RELEASED PARTY.***

14
15 Thus, notwithstanding the provisions of section 1542, and to implement a full and
16 complete release and discharge of the Released Parties, Plaintiff expressly
17 acknowledges this Settlement Agreement is intended to include in its effect, without
18 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
19 the time of signing this Settlement Agreement, and that this Settlement Agreement
20 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
21 has read this Settlement Agreement, including this waiver of California Civil Code
22 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
23 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
24 about the waiver of section 1542, and that Plaintiff understands this Settlement
25 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
26 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may

1 discover facts different from or in addition to those Plaintiff now knows or believes to
2 be true regarding the matters released or described in this Settlement Agreement, and
3 even so Plaintiff agrees that the releases and agreements contained in this Settlement
4 Agreement shall remain effective in all respects notwithstanding any later discovery
5 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
6 mistake in connection with the true facts involved in the matters, disputes, or
7 controversies released or described in this Settlement Agreement or with regard to any
8 facts now unknown to Plaintiff relating thereto.

9 E. Conditions Precedent: This Settlement will become final and effective only upon the
10 occurrence of all of the following events:

- 11 1. The Court enters an order granting preliminary approval of the Settlement;
- 12 2. The Court enters an order granting final approval of the Settlement and a Final
13 Judgment;
- 14 3. If an objector appears at the final approval hearing, the time for appeal of the
15 Final Judgment and Order Granting Final Approval of Class Action
16 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
17 any appeal from the Judgment and Order Granting Final Approval of Class
18 Action Settlement; and
- 19 4. Defendant fully funds the Gross Settlement Amount.

20 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
21 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
22 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
23 from obtaining a complete resolution of the Released Class Claims, or if Defendant
24 fails to fully fund the Gross Settlement Amount:

- 25 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
26 and shall not be admissible in any judicial, administrative or arbitral

proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification; and

4. Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA

Penalties described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Penalties .

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for preliminary approval within sixty (60) calendar days of execution of this Agreement, or within the statutory timeframe as determined by the Court’s setting of the preliminary approval hearing, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior

1 to the filing of the Motion to give Defendant an opportunity to propose changes or
2 additions to the Motion.

3 K. Claims Administrator. The Claims Administrator shall be responsible for: establishing
4 and administering the QSF; calculating, processing and mailing payments to the Class
5 Representative, Class Counsel, LWDA and Class Members; printing and mailing the
6 Notice Packets to the Class Members as directed by the Court; receiving and reporting
7 the objections and requests for exclusion; calculating, deducting and remitting all
8 legally required taxes from Individual Settlement Payments and distributing tax forms
9 for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual
10 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
11 Penalties; processing and mailing tax payments to the appropriate state and federal
12 taxing authorities; providing declaration(s) as necessary in support of preliminary
13 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
14 or the Court orders the Claims Administrator to perform. The Claims Administrator
15 shall keep the Parties timely apprised of the performance of all Claims Administrator
16 responsibilities by among other things, sending a weekly status report to the Parties'
17 counsel stating the date of the mailing, the of number of Elections Not to Participate
18 in Settlement it receives (including the numbers of valid and deficient), and number of
19 objections received.

20 L. Notice Procedure.

- 21 1. Class Data. No later than thirty (30) days after execution of this Settlement
22 Agreement, Defendant shall provide the Claims Administrator with the Class
23 Data for purposes of preparing and mailing Notice Packets to the Class
24 Members.
- 25 2. Notice Packets.

- 1 a) The Notice Packet shall contain the Notice of Class Action Settlement
2 in a form substantially similar to the form attached as **Exhibit A**. The
3 Notice of Class Action Settlement shall inform Class Members and
4 Aggrieved Employees that they need not do anything in order to
5 receive an Individual Settlement Payment and/or Aggrieved
6 Employees' individual shares of the PAGA Penalties and to keep the
7 Claims Administrator apprised of their current mailing address, to
8 which the Individual Settlement Payments and/or Aggrieved
9 Employees' individual shares of the PAGA Penalties will be mailed
10 following the Funding Date. The Notice of Class Action Settlement
11 shall set forth the release to be given by all members of the Class who
12 do not request to be excluded from the Settlement Class and/or
13 Aggrieved Employees' in exchange for an Individual Settlement
14 Payment and/or Aggrieved Employees' individual shares of the PAGA
15 Penalties, the number of Workweeks worked by each Class Member
16 during the Class Period and PAGA Period, if any, and the estimated
17 amount of their Individual Settlement Payment if they do not request
18 to be excluded from the Settlement and each Aggrieved Employees'
19 share of the PAGA Penalties, if any. The Claims Administrator shall
20 use the Class Data to determine Class Members' Workweeks and
21 PAGA Workweeks. The Notice will also advise the Aggrieved
22 Employees that they will release the Released PAGA Claims and will
23 receive their share of the PAGA Penalties regardless of whether they
24 request to be excluded from the Settlement.
- 25 b) The Notice Packet's mailing envelope shall include the following
26 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE

ENTITLED TO PARTICIPATE IN A CLASS ACTION
SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
NOTICE.”

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Claims Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Claims Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Claims Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Claims Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Claims Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Claims Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Claims Administrator. In addition, if any Notice Packets, which are addressed to Class Members who are currently employed by Defendant, are returned to the Claims Administrator as non-delivered and no forwarding address is provided, the Claims Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address

1 and transmit to the Claims Administrator any corrected address provided by
2 the Class Member. Class Members who received a re-mailed Notice Packet
3 shall have their Response Deadline extended fifteen (15) days from the
4 original Response Deadline.

5 5. Disputes Regarding Individual Settlement Payments. Class Members will
6 have the opportunity, should they disagree with Defendant's records regarding
7 the start and end dates of employment, to provide documentation and/or an
8 explanation to show contrary dates. If there is a dispute, the Claims
9 Administrator will consult with the Parties to determine whether an
10 adjustment is warranted. The Claims Administrator shall determine the
11 eligibility for, and the amounts of, any Individual Settlement Payments under
12 the terms of this Agreement. The Claims Administrator's determination of
13 the eligibility for and amount of any Individual Settlement Payment shall be
14 binding upon the Class Member and the Parties.

15 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
16 by the Claims Administrator concerning the administration of the Settlement
17 will be resolved by the Court under the laws of the State of California. Before
18 any such involvement of the Court, counsel for the Parties will confer in good
19 faith to resolve the disputes without the necessity of involving the Court.

20 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
21 Packet shall state that Class Members who wish to exclude themselves from
22 the Settlement must submit a written request for exclusion to the Claims
23 Administrator by the Response Deadline. The written request for exclusion
24 must state that the Class Member wishes to exclude himself or herself from
25 the Settlement and (1) must contain the name, address, and the last four digits
26 of the Social Security number of the person requesting exclusion; (2) must be

1 signed by the Class Member; (3) must be postmarked or fax stamped by the
2 Response Deadline and returned to the Claims Administrator at the specified
3 address or fax telephone number; and (4) contain a typewritten or handwritten
4 notice stating in substance that he or she wishes to be excluded from the
5 settlement of the class action lawsuit entitled *Webb v. Service First of*
6 *Northern California*, currently pending in Superior Court of San Joaquin,
7 Case No. STK-CV-UOE-2022-0007604. The request for exclusion will not
8 be valid if it is not timely submitted, if it is not signed by the Class Member,
9 or if it does not contain the name and address and last four digits of the Social
10 Security number of the Class Member. The date of the postmark on the
11 mailing envelope or fax stamp on the request for exclusion shall be the
12 exclusive means used to determine whether the request for exclusion was
13 timely submitted. Any Class Member who submits a timely request for
14 exclusion shall be excluded from the Settlement Class will not be entitled to
15 an Individual Settlement Payment and will not be otherwise bound by the
16 terms of the Settlement or have any right to object, appeal or comment
17 thereon. However, any Class Member that submits a timely request for
18 exclusion that is also an Aggrieved Employee still receive his/her pro rata
19 share of the PAGA Settlement, as specified below, and in consideration, will
20 be bound by the Release by the Aggrieved Employees as set forth herein.
21 Settlement Class Members who fail to submit a valid and timely request for
22 exclusion on or before the Response Deadline shall be bound by all terms of
23 the Settlement and any final judgment entered in this Action if the Settlement
24 is approved by the Court. No later than twenty-one (21) calendar days after
25 the Response Deadline, the Claims Administrator shall provide counsel for
26 the Parties with a final list of the Class Members who have timely submitted

1 timely requests for exclusion. At no time shall any of the Parties or their
2 counsel seek to solicit or otherwise encourage members of the Class to submit
3 requests for exclusion from the Settlement.

- 4 8. Objections. The Notice of Class Action Settlement contained in the Notice
5 Packet shall state that Class Members who wish to object to the Settlement
6 may submit to the Claims Administrator a written statement of objection
7 (“Notice of Objection”) by the Response Deadline. The postmark date of
8 mailing shall be deemed the exclusive means for determining that a Notice of
9 Objection was served timely. The Notice of Objection, if in writing, must be
10 signed by the Settlement Class Member and state: (1) the case name and
11 number; (2) the name of the Settlement Class Member; (3) the address of the
12 Settlement Class Member; (4) the last four digits of the Settlement Class
13 Member’s Social Security number; (5) the basis for the objection; and (6) if
14 the Settlement Class Member intends to appear at the Final
15 Approval/Settlement Fairness Hearing. Class Members who fail to make
16 objections in writing in the manner specified above may still make their
17 objections orally at the Final Approval/Settlement Fairness Hearing with the
18 Court’s permission. Settlement Class Members will have a right to appear at
19 the Final Approval/Settlement Fairness Hearing to have their objections heard
20 by the Court regardless of whether they submitted a written objection. At no
21 time shall any of the Parties or their counsel seek to solicit or otherwise
22 encourage Class Members to file or serve written objections to the Settlement
23 or appeal from the Order and Final Judgment. Class Members who submit a
24 written request for exclusion may not object to the Settlement. Class Members
25 may not object to the PAGA Penalties.

M. Allocation of the Gross Settlement Amount. The Gross Settlement Amount shall be allocated as follows:

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Claims Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Claims Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employees' PAGA Payment Ratio will then be multiplied by the PAGA Penalties to calculate each Aggrieved Employees' estimated share of the PAGA Penalties.

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated and treated as 20% wages (“Wage
3 Portion”) and 80% penalties and pre-judgment interest (“Penalties and Interest
4 Portion”). The Wage Portion of the Individual Settlement Payments shall be
5 reported on IRS Form W-2 and the Penalties and Interest Portion and Interest
6 Portion of the Individual Settlement Payments shall be reported on IRS Form
7 1099 issued by the Settlement Agreement.
- 8 4. Allocation of Aggrieved Employees Payments. For tax purposes, Aggrieved
9 Employee Payments shall be allocated and treated as 100% penalties and shall
10 be reported on IRS Form 1099.
- 11 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
12 individual shares of the PAGA Penalties made to Settlement Class Members
13 and/or Aggrieved Employees under this Settlement Agreement, as well as any
14 other payments made pursuant to this Settlement Agreement, will not be
15 utilized to calculate any additional benefits under any benefit plans to which
16 any Class Members may be eligible, including, but not limited to profit-
17 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
18 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
19 Parties’ intention that this Settlement Agreement will not affect any rights,
20 contributions, or amounts to which any Class Members may be entitled under
21 any benefit plans.
- 22 6. All monies received by Settlement Class Members under the Settlement which
23 are attributable to wages shall constitute income to such Settlement Class
24 Members solely in the year in which such monies are actually received by the
25 Settlement Class Members. It is the intent of the Parties that Individual
26 Settlement Payments and individual shares of the PAGA Penalties provided for

1 in this Settlement agreement are the sole payments to be made by Defendant to
2 Settlement Class Members and/or Aggrieved Employees in connection with this
3 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
4 Class Members and/or Aggrieved Employees are not entitled to any new or
5 additional compensation or benefits as a result of having received the Individual
6 Settlement Payments and/or their shares of the PAGA Penalties.

7 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
8 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
9 and/or Aggrieved Employees' last known mailing address no later than thirty
10 (30) days after the Funding Date.

11 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
12 Employees shall remain valid and negotiable for one hundred and eighty (180)
13 days from the date of their issuance. If a Settlement Class Member and/or
14 Aggrieved Employee does not cash his or her settlement check within 90 days,
15 the Claims Administrator will send a letter to such persons, advising that the
16 check will expire after the 180th day, and invite that Settlement Class Member
17 and/or Aggrieved Employee to request reissuance in the event the check was
18 destroyed, lost or misplaced. In the event an Individual Settlement Payment
19 and/or Aggrieved Employees' individual share of the PAGA Penalties check
20 has not been cashed within one hundred and eighty (180) days, all funds
21 represented by such uncashed checks, plus any interest accrued thereon, shall
22 be paid to the Community Law Project pursuant to California Code of Civil
23 Procedure section 386.

24 9. Service Award. In addition to the Individual Settlement Payment as a
25 Settlement Class Member and his Aggrieved Employee Payment, Plaintiff
26 will apply to the Court for an award of not more than \$10,000.00, as the

1 Service Award. Defendant will not oppose a Service Award of not more than
2 \$10,000.00 for Plaintiff. The Claims Administrator shall pay the Service
3 Award, either in the amount stated herein if approved by the Court or some
4 other amount as approved by the Court, to Plaintiff from the Gross Settlement
5 Amount no later than thirty (30) days after the Funding Date. Any portion of
6 the requested Service Award that is not awarded to the Class Representative
7 shall be part of the Net Settlement Amount and shall be distributed to
8 Settlement Class Members as provided in this Agreement. The Claims
9 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his
10 Service Award. Plaintiff shall be solely and legally responsible to pay any
11 and all applicable taxes on his Service Award and shall hold harmless the
12 Released Parties from any claim or liability for taxes, penalties, or interest
13 arising as a result of the Service Award. Approval of this Settlement shall not
14 be conditioned on Court approval of the requested amount of the Service
15 Award. If the Court reduces or does not approve the requested Service Award,
16 Plaintiff shall not have the right to revoke the Settlement, and it will remain
17 binding.

- 18 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class
19 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of
20 the Gross Settlement Amount currently estimated to be \$66,666.67 **and**
21 Attorneys' Expenses supported by declaration not to exceed Twenty-Five
22 Thousand Dollars (\$25,000.00). Any awarded Attorneys' Fees and
23 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any
24 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are
25 not awarded to Class Counsel shall be part of the Net Settlement Amount and
26 shall be distributed to Settlement Class Members as provided in this

1 Agreement. The Claims Administrator shall allocate and pay the Attorneys'
2 Fees to Class Counsel from the Gross Settlement Amount no later than thirty
3 (30) days after the Funding Date. Class Counsel shall be solely and legally
4 responsible to pay all applicable taxes on the payment made pursuant to this
5 paragraph. The Claims Administrator shall issue an IRS Form 1099 — MISC
6 to Class Counsel for the payments made pursuant to this paragraph. In the
7 event that the Court reduces or does not approve the requested Attorneys'
8 Fees, Plaintiff and Class Counsel shall not have the right to revoke the
9 Settlement, or to appeal such order, and the Settlement will remain binding.

10 11. PAGA Penalties. Twenty Hundred Dollars (\$20,000.00) shall be allocated
11 from the Gross Settlement Amount for settlement of claims for civil penalties
12 under the Private Attorneys General Act of 2004 ("PAGA Penalties"). The
13 Claims Administrator shall pay the LWDA Payment, comprised of seventy-
14 five percent (75%) of the PAGA Penalties (\$15,000.00), to the California
15 Labor and Workforce Development Agency no later than thirty (30) days after
16 the Effective Date. The Aggrieved Employee Payment, comprised of twenty-
17 five percent (25%) of the PAGA Penalties (\$5,000.00), will be distributed to
18 the Aggrieved Employees as described in this Agreement. For purposes of
19 distributing the Aggrieved Employee Payment, each Aggrieved Employee
20 shall receive their pro-rata share of the Aggrieved Employee Payment using
21 the PAGA Payment Ratio as defined above.

22 12. Claims Administration Expenses. The Claims Administrator shall be paid for
23 the costs of administration of the Settlement from the Gross Settlement
24 Amount. The estimate of the Claims Administration Expenses is \$10,000.00.
25 The Claims Administrator shall be paid the Claims Administration Expenses
26 no later than thirty (30) days after the Effective Date.

1 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
2 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
3 twenty-eight (28) days following the expiration of the Response Deadline, which
4 motion shall request final approval of the Settlement and a determination of the
5 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'
6 Expenses, the PAGA Penalties, and the Claims Administration Expenses. Plaintiff
7 will provide Defendant with a draft of the Motion at least three (3) business days prior
8 to the filing of the Motion to give Defendant an opportunity to propose changes or
9 additions to the Motion.

10 1. Declaration by Claims Administrator. No later than seven (7) days after the
11 Response Deadline, the Claims Administrator shall submit a declaration in
12 support of Plaintiff's motion for final approval of this Settlement detailing the
13 number of Notice Packets mailed and re-mailed to Class Members, the
14 number of undeliverable Notice Packets, the number of timely requests for
15 exclusion, the full names of those Class Members who requested exclusion
16 from the Settlement (including the full name of the Class Member(s) who
17 requested exclusion), the number of objections received, the amount of the
18 average, highest, and lowest Individual Settlement Payments, the amount of
19 the average, highest, and lowest Aggrieved Employee Payments, the Claims
20 Administration Expenses, and any other information as the Parties mutually
21 agree or the Court orders the Claims Administrator to provide.

22 2. Final Approval Order and Judgment. Class Counsel shall present an Order
23 Granting Final Approval of Class Action Settlement to the Court for its
24 approval, and Judgment thereon, at the time Class Counsel files the Motion
25 for Final Approval.
26

- 1 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
3 Final Approval, including the Order Granting Final Approval of Class Action
4 Settlement, and Judgment before filing with the Court. The Parties and their counsel
5 will cooperate with each other and use their best efforts to affect the Court's approval
6 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
7 Judgment.
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 13 Q. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
16 Agreement among these Parties, and no oral or written representations, warranties or
17 inducements have been made to any Party concerning this Agreement or its Exhibit
18 other than the representations, warranties and covenants contained and memorialized
19 in this Agreement and its Exhibit.
- 20 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate
22 this Agreement and to take all appropriate Action required or permitted to be taken by
23 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
24 documents required to effectuate the terms of this Agreement. The persons signing
25 this Agreement on behalf of Defendant represents and warrants that he/she is
26 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and

warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

T. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

W. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Y. Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the

continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of signing this agreement by all parties until the entry of the final approval order and judgement or if not entered the date this agreement shall no longer be of any force or effect

Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Class Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: Jan 2, 2024


Lagerald Webb (Jan 2, 2024 09:44 PST)

Lagerald Webb

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

1
2 DATED: _____

3 FIRST SERVICE OF NORTHERN CALIFORNIA

4
5 Printed Name

6
7 Title

8 IT IS SO AGREED AS TO FORM BY COUNSEL:

9
10 DATED: Jan. 2, 2024

JCL LAW FIRM, A.P.C.

11 By:  _____

12 Attorneys for Plaintiff and the Settlement Class
13 Members

14
15 DATED: Jan. 2, 2024

ZAKAY LAW GROUP, APLC

16 By:  _____

17 Attorneys for Plaintiff and the Settlement Class
18 Members

19
20 DATED: _____

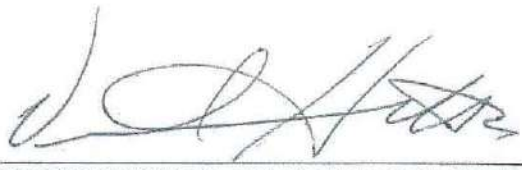
KROLOFF, BELCHER, SMART, PERRY &
21 CHRISTOPHERSON

22 By: _____

23 Jamie M. Bossuat, Esq.

24 Attorney for Defendant

1
2 DATED: 12/29/2023


FIRST SERVICE OF NORTHERN CALIFORNIA

VERNELL HILL, SR.

Printed Name

CEO

Title

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8 IT IS SO AGREED AS TO FORM BY COUNSEL:

9
10 DATED: _____

JCL LAW FIRM, A.P.C.

11 By: _____

12 Attorneys for Plaintiff and the Settlement Class
13 Members

14
15 DATED: _____

ZAKAY LAW GROUP, APLC

16 By: _____

17 Attorneys for Plaintiff and the Settlement Class
18 Members

19
20 DATED: 12/29/23

KROLOFF, BELCHER, SMART, PERRY &
21 CHRISTOPHERSON

22 By: Jamie M. Bossuat

23 Jamie M. Bossuat, Esq.

24 Attorney for Defendant

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EXHIBIT A

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

(Webb v. Service First of Northern California, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-0007604)

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

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. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. 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 Claims 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 Claims Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may object by writing to the Court about why you believe the settlement should not be approved or by appearing in court. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Joaquin (the “Court”) has been reached between Plaintiff Lagerald Webb (“Plaintiff”) and Service First of Northern California (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period. The “Class Period” is the period from August 30, 2018 through December 22, 2023.

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 this class action lawsuit about?

On June 22, 2022, Plaintiff served the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”) and served the same on Defendant. On August 30, 2022, Plaintiff filed a Class and Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2022-0007604. Plaintiff asserted claims that Defendant: (1) Violated California Business and Professions Code § 17200 *et seq.*; (2) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failed to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (8) Failed to reimburse for required business expenses in violation of California Labor Code § 2802; and (9) Violations of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action 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.

On October 5, 2023, the Parties participated in an all-day mediation with Honorable Brian C. Walsh (Ret.), a retired jurist and experienced mediator of wage and hour class actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding. The Court granted preliminary approval of the Settlement on **MONTH XX, 202X**. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Attorneys’ Fees, Attorneys’ Expenses, Claims Administration Expenses, PAGA Penalties, and the Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount Defendant shall deposit the Gross Settlement Amount into the QSF, through the Claims Administrator as follows: the First Installment shall be paid on or before January 23, 2025, and the Second Installment shall be paid on or before February 23, 2026. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount in an amount sufficient to cover the Individual Settlement Payments, Individual Aggrieved Employee Payment, and the Service Award, the Claims Administrator will mail checks for all Individual Settlement Payments and all Aggrieved Employees Payments, and the Service Award. Thereafter, within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount in full, the Claims Administrator will mail checks for the LWDA Payment, the Claims Administration Expenses, the Attorneys’ Fees, and Attorneys’ Expenses. Disbursement of the Attorneys’ Fees, and Attorneys’ Expenses, and the Claims Administration Expenses shall not precede disbursement of Individual Settlement Payments and Individual Aggrieved Employee Payments.. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

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

- Claims Administration Expenses. The amount paid to the Claims Administrator from the Gross Settlement Amount for administering the Settlement currently estimated not to exceed \$10,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Attorneys' Expenses. An award of Attorneys' Fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiff and the Settlement Class in the Action, not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$66,666.67 out of \$200,000.00 and an award Attorneys' Expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred up to \$25,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action 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.
- Service Award. A Service Award in the amount of Ten Thousand Dollars (\$10,000) 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 Twenty Thousand Dollars (\$20,000.00) to be allocated from the Gross Settlement Amount, relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), with 25% of the payment (\$5,000.00) going to the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the payment (\$15,000.00) going to the State of California's Labor and Workforce Development Agency ("LWDA Payment")
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Penalties, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendant.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Aggrieved Employee Payment shall be distributed to the Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between June 22, 2021, to December 22, 2023.

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 Claims Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) 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. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee 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 Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees 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 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' 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 Claims. Upon entry of final judgment and funding in full of the Gross 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 Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << [REDACTED] >> Workweeks worked during the Class Period (August 30, 2018 to December 22, 2023).

Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.

Defendant's records reflect that you have << [REDACTED] >> pay periods worked during the PAGA Period (June 22, 2021 to December 22, 2023).

Based on this information, your estimated Aggrieved Employee Payment is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Claims Administrator at the address provided in this Notice no later than [REDACTED] [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 settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Claims Administrator. The Claims Administrator is: Apex Class Action Settlement Administration.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Claims Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the Claims Administrator's website at <https://www.apexclassaction.com/>.

7. 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 as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Claims Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than [REDACTED]. The address for the Claims Administrator is Apex Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Webb v. Service First of Northern California*, currently pending in Superior Court of San Joaquin, Case No. STK-CV-UOE-2022-0007604. 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.

8. 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 the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Webb v. Service First of Northern California, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-0007604*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court 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 Claims Administrator no later than [REDACTED]. The address for the Claims Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.

JCL Law Firm, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

Fax: (619) 599-2891

E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.

Zakay Law Group, APLC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel: (619) 599-8292

Fax: (619) 599-8291

E-Mail: shani@zakaylaw.com

Counsel for Defendant:

Jamie M. Bossuat, Esq.

Kroloff, Belcher, Smart, Perry &

Christopherson, A Professional Law

Corporation

7540 Shoreline Drive,

Stockton, CA 952198

Tel.: (209) 478-2000

Fax: (209) 478-0354

9. 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 [REDACTED], at the San Joaquin County Superior Court, Department 10D, located at 180 E. Weber Avenue, Stockton, CA 95202 before Judge Barbara Kronlund. 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.

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

You may call the Claims Administrator at 1-800-355-0700 or write to ***Webb v. Service First of Northern California***, currently pending in San Joaquin County Superior Court Case No. ***STK-CV-UOE-2022-0007604***, Claims Administrator, c/o Apex Class Action Settlement Administration.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive 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 website listed in this notice.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Claims Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Claims Administrator shall pay all funds from such uncashed checks to the Community Law Project. If your check is lost or misplaced, you should contact the Claims Administrator immediately to request a replacement.