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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,

Plaintiff,

vs.

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

Defendants.

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

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: November 22, 2024
Time: 9:00 a.m.

Judge: Hon. Barbara Kronlund
Dept.: 10D

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the owner of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am
5 co-counsel of record for Plaintiff LAGERALD WEBB, an individual, on behalf of himself, and
6 on behalf of all persons similarly situated, (hereafter "Plaintiff" or "Class Representative) in this
7 wage and hour class action filed against SERVICE FIRST OF NORTHERN CALIFORNIA,
8 (hereinafter "Defendant").

9 2. This declaration is being submitted in support of Plaintiff's Motion for Final
10 Approval of Class Action and PAGA Settlement.

11 3. Attached hereto as **Exhibit "A"** is a true and correct copy of the fully executed
12 Stipulation of Class and PAGA Action Claims and Release of Claims and fully executed
13 Amendment No. 1 to Stipulation of Class and PAGA Action Claims and Release of Claims
14 thereto (collectively hereinafter "Agreement").

15 4. Attached hereto as **Exhibit "B"** is a true and correct copy of the February 7, 2024,
16 Preliminary Approval Order.

17 5. Attached hereto as **Exhibit "C"** is a true and correct copy of the July 25, 2024,
18 Amended Preliminary Approval Order.

19 6. Attached hereto as **Exhibit "D"** is a true and correct copy of proof of filing the
20 proposed Settlement with the LWDA.

21 7. Attached hereto as **Exhibit "E"** is a true and correct copy of the October 28, 2024,
22 proof of filing this motion seeking final approval of this Settlement with the LWDA.

23 8. Attached hereto as **Exhibit "F"** is a true and correct copy of the JCL Law Firm,
24 APC's "Firm Resume" detailing the credentials and a summary of cases on which Counsel has
25 been appointed Class Counsel.

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I. INTRODUCTION

9. An objective evaluation of the proposed settlement of \$220,892.07 (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, guided by the wisdom and experience of prominent wage and hour, class action mediator, the Hon. Brian C. Walsh (Ret.) a retired judge and experienced mediator of wage and hour class and PAGA actions. After deducting any Court-approved attorneys’ fees and costs, class representative incentive payments, administration costs, and payments to the Labor & Workforce Development Agency (“LWDA”), the Net Settlement Amount shall be distributed to the Settlement Class Members based on the number of Workweeks they worked while employed by Defendant during the Class Period. ***The Settlement Class greeted news of the Settlement with overwhelming approval as 99.8% of the Settlement Class choose to participate in the Settlement.*** There is one opt-out and zero objections to the Settlement. The nearly unanimous approval by the Settlement Class evidences the clear fairness and reasonableness of the Settlement.

10. This Settlement provides substantial recovery for Defendant’s alleged wage and hour violations. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of **\$81,005.56**. This will result in an average Individual Settlement Payment of **\$189.71** and high payment of **\$922.72**.

11. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

12. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, Class Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and, entry of the proposed Final Approval Order and Judgment.

II. OVERVIEW OF THE LITIGATION

13. Defendant operates community-based programs that provide supportive services to individuals in need throughout California, including San Joaquin County where Plaintiff worked. Plaintiff worked for Defendant in California from May 2017 to August 2021 as a non-exempt employee, paid on an hourly basis. At all times during his employment, Plaintiff alleges that he was denied legally compliant meal and rest periods, and minimum wages and overtime compensation. Throughout his employment, Plaintiff was subject to Defendant's written policies and procedures contained in, among other documents, the "Employee Packet."

14. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to reimburse for mandatory business expenses, failed to furnish accurate itemized wage statements, and failed to pay all wages timely during employment and upon separation. Defendant denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies, compliant wage statements, and that it timely paid all wages due upon separation of employment.

15. On June 22, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code sections 2698 *et seq* ("PAGA").

16. On August 30, 2022, Plaintiff filed a class action complaint in the San Joaquin County Superior Court, Case Number STK-CV-UOE-2022-7604 ("Action"). The Action alleged nine causes of action against Defendant for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200 *et. seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7

1 & 512 and The Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in
2 Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to
3 Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; (6) Failure to
4 Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; ; (7) Failure
5 to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to
6 Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; and (9) Violations of
7 the Private Attorney General Act at Labor Code Sections 2698 et seq.

8 17. Plaintiff propounded written discovery in January of 2023. After responding to
9 discovery, the Parties agreed to mediate this action to prepare for mediation. The Parties agreed
10 to informally produce additional documents and data points subject to the mediation privilege,
11 including but not limited to, a sample of the Class Members' time data and certain payroll data
12 points. As discussed infra, Plaintiff's counsel retained the forensic consultants at Berger
13 Consulting Group ("BCG") to analyze Defendant's time and payroll data.

14 18. On October 5, 2023, the Parties participated in a full day mediation with Hon.
15 Brian C. Walsh (Ret), a retired judge and experienced mediator of wage and hour class and
16 PAGA actions. The mediation concluded with a settlement which was subsequently
17 memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties drafted
18 and negotiated a long-form settlement agreement, which is the subject of the instant motion.

19 19. On February 7, 2024, this Court granted preliminary approval of the Settlement.

20 20. On or around March 26, 2024, Defendant provided the Class Data to the Claims
21 Administrator. On or around March 30, 2024, the Claims Administrator informed the Parties that
22 the escalator provision in the Agreement triggered, resulting in an increase to the Gross
23 Settlement Amount and Attorneys' Fees. Specifically, at the time of mediation, Defendant
24 estimated that there was a total of 20,370 workweeks during the Class Period. However, the Class
25 Data showed that there was a total of 24,534.86 workweeks during the Class Period. Thus,
26 pursuant to the Agreement, the escalator provision was triggered as a result of the Class Members
27 collectively working 10.45% over the 10% threshold, resulting in an increase in the Gross
28 Settlement Amount from \$200,000 to \$220,892.07 (an increase of \$20,892.07). This in turn

1 increased the 33.33% Attorney's Fees authorized by the Agreement to \$73,630.69 (an increase of
2 \$6,964.02 from the original \$66,666.67).

3 21. On July 25, 2024, pursuant to the Parties stipulation, this Court amended the
4 preliminary approval order to account for the increased Gross Settlement Amount and Attorneys'
5 Fees.

6 **III. THE SETTLEMENT BEFORE THE COURT**

7 22. The Court preliminarily approved a Gross Settlement Amount of \$220,892.07
8 based on a total of approximately 23,534.86 Workweeks worked by the Settlement Class during
9 the Class Period. The Gross Settlement Amount shall be used: (1) to satisfy Individual
10 Settlement Payments; (2) to satisfy the Service Award; (3) to satisfy the PAGA Penalties; (4) to
11 satisfy Claims Administration Expenses; and (5) to satisfy Attorneys' Fees and Attorneys'
12 Expenses. The remainder, the Net Settlement Amount, shall be used for the payment of all
13 Individual Settlement Payments to satisfy all Released Claims.

14 23. As explained in further detail below, the Settlement is fair, adequate, and
15 reasonable to the class and should be granted final approval. This is evidenced by the near
16 unanimous approval of the Settlement by the Settlement Class and absence of any objections to
17 the Settlement.

18 **A. Class Counsel Conducted a Thorough Investigation**

19 24. Months before filing the Action, Class Counsel began its pre-filing investigation
20 into the Plaintiff's complaints. Class Counsel's investigation started with several lengthy
21 interviews with Plaintiff. As part of the interview process, the Plaintiff produced documents
22 related to his employment, including portions of Defendant's written policies, compensation
23 policies, and time and payroll records. At the conclusion of the interviews, Class Counsel
24 determined that Plaintiff's complaints justified further inquiry.

25 25. Class Counsel subsequently requested Plaintiff's employee files from Defendant.
26 In response, Defendant produced dozens of pages of documents, including but not limited to,
27 copies of Plaintiff's hiring documents and payroll and time records. Class Counsel reviewed and
28 analyzed the documents and determined the documents appeared to substantiate Plaintiff's claim

1 that Defendant failed to, among other things, provide accurate wage statements, reimburse for
2 business expenses, pay for all hours worked, and to provide compliant meal and rest periods.

3 26. Considering the many anticipated factual disputes, the Parties agreed that it would
4 be in the best interest of both Parties to mediate the matter. To prepare for mediation, Defendant
5 produced a sample of the time and payroll records for the Class Members, aggregate workweek
6 and pay period data for the Class Members, aggregate meal premiums paid to the Class Members,
7 and average hourly rate for the Class Members. In total, Class Counsel reviewed thousands of
8 documents and time data, and more than 450,000 unique cells of payroll data.

9 27. Class Counsel then retained the statisticians and economists at Berger Consulting
10 Group (“BCG”) to evaluate the Class Members’ payroll and time data. BCG provides data
11 analysis and damage modeling consulting services, specializing in wage and hour class actions.
12 BCG’s team of financial and data analysts are credentialed and experienced experts in their fields
13 and have provided their expertise on thousands of cases. Stated differently, the BCG is well-
14 qualified to analyze Defendant’s time and payroll data.

15 28. BCG analyzed Defendant’s time and payroll data to assist in the development of
16 various damage models. Among other things, BCG determined the approximate number of work
17 shifts, workweeks, pay periods, average length of shift, and average number of hours worked per
18 workweek and pay periods during the Class Period. BCG also estimated the number of meal and
19 rest period violations, the amount of unpaid wages, the amount of unlawful deductions, and the
20 amount of off-the-clock work performed by the Class Members during the Class Period.

21 29. In advance of mediation, Class Counsel created several damage models predicated
22 on the BCG analysis. Class Counsel’s models calculated Defendant’s potential liability exposure
23 while accounting for the uncertainties of continued litigation. These damage models informed
24 and guided Class Counsel during the mediated settlement discussions.

25 30. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
26 determining Plaintiff’s suitability as a putative class representative through interviews,
27 background investigations, and analysis of her employment file; (2) evaluating all of Plaintiff’s
28 potential claims; (3) researching similar wage and hour class actions as to the claims brought, the

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

9 31. Class Counsel only agreed to enter the Settlement following this thorough
10 investigation, evaluation of Plaintiff's claims, and evaluation of Defendant's financial condition.
11 Based on their investigation of the facts, applicable law, and marketplace for similar settlements,
12 and considering the risk of significant delay, uncertainty associated with litigation, and the
13 various defenses asserted by Defendant, Class Counsel firmly believe this Agreement to be in the
14 best interests of the Class Members. Because the Settlement's terms are fair, reasonable, and
15 adequate, the Court should approve the Settlement.

16 **B. The Parties Settled at Mediation**

17 32. On October 5, 2023, the Parties participated in mediation presided over by Hon.
18 Brian C. Walsh (Ret.), a retired judge and experienced mediator of wage and hour class and
19 PAGA actions. Judge Walsh helped to manage the Parties' expectations and provided a useful,
20 neutral analysis of the issues and risks to both sides. The Parties made substantial progress with
21 Judge Walsh's assistance. Namely, the Parties exchanged information regarding their respective
22 claims and defenses, including their respective evaluations of the damages. The mediation
23 concluded with a settlement, the complete and final terms of which are now set forth in the
24 Agreement. The amount of the Service Award was not negotiated until after the parties agreed to
25 the Gross Settlement Amount and many other terms. No action would likely have been taken by
26 Class Members individually, and no compensation would have been recovered for them, but for
27 Plaintiff's services on behalf of the Class.

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1 **C. Class Counsel is Experienced in Similar Litigation**

2 33. Plaintiff is represented by competent and experienced counsel to pursue her claims.
3 I established the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a boutique plaintiff firm
4 representing aggrieved employees and consumers throughout California in wage and hour class
5 actions and complex multi-party product liability matters. The Firm currently consists of myself,
6 Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate
7 Attorney), Perssia Razma, Esq. (Associate Attorney), Monnett De La Torre, Esq. (Associate
8 Attorney), Andrea Amaya Silva, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal and
9 Office Manager), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), and Esbeidy Campos
10 (Legal Assistant).

11 34. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
12 Employees. I have extensive experience with wage and hour class and representative actions
13 litigation like this matter, and employment matters in general. Additionally, I have extensive
14 complex mass tort litigation experience and complex construction product liability experience. I
15 can, will and have adequately represented the interests of the Plaintiff, the State of California and
16 the Aggrieved Employees throughout this action.

17 35. I have represented consumers and employees in California class actions, and
18 complex multi-party product liability actions exclusively for more than 17 years. I have been in
19 practice as a plaintiff’s civil litigation attorney since April 2007.

20 36. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
21 Employees. I have extensive experience with wage and hour class and representative actions
22 litigation like this matter, and employment matters in general. My credentials are reflected in the
23 JCL Law Firm, APC, Firm Resume, a true and correct copy of which is attached hereto as
24 **Exhibit “F.”** Some of the major cases the Firm has undertaken are also set forth in **Exhibit “F.”**

25 37. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in
26 a favorable verdict for the firm’s clients.

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1 38. Finally, I have published appellate experience in *William Blanchette et al., v. The*
2 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v.*
3 *EmployBridge Holding Co. LLC* (2023) 92 Cal.App.5th 59.

4 39. Consequently, I have been named to the prestigious Thomson Reuters, Super
5 Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters,
6 the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see
7 https://www.superlawyers.com/about/selection_process.html.) Additionally, I was also named
8 2025 Super Lawyer in Employment Law by Thompson Reuters.

9 **D. The Gross Settlement Amount is Fair and Reasonable**

10 40. Here, the Settlement is clearly within the “ballpark” of reasonableness because the
11 Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain
12 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
13 91 Cal.App.4th at 250. While the Gross Settlement Amount represents a discount on Defendant’s
14 potential exposure if Plaintiff established liability on all claims and was awarded the full amount
15 of the estimated damages at trial, this compromise is reasonable because (1) the formidable
16 defenses raised by Defendant presented a risk that could award significantly less in damages than
17 Plaintiff’s estimate and (2) any theoretical post-trial recovery may require many more years of
18 litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

19 41. As detailed at the time of preliminary approval, the Gross Settlement Amount is
20 fair and reasonable considering the nature and magnitude of the claims being settled and the
21 various potential impediments to recovery. Class Counsel developed varied economic damages
22 models measuring Defendant’s liability exposure while accounting for the uncertainties of
23 continued litigation. The various models were informed by Class Counsel’s investigation,
24 including the analysis of a significant sample of time and payroll data. As detailed in greater
25 depth during the preliminary approval process, Class Counsel projected a range of Defendant’s
26 liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement
27 Amount represents between approximately between 34.47% and 10.02% of Defendant’s *class-*
28 *wide* liability exposure as estimated by Class Counsel at the time of mediation.

1 42. Clearly the goal of this litigation to obtain redress for the class has been met by this
2 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length
3 negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore
4 entitled to final approval.

5 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

6 43. Although Plaintiff and Class Counsel believe that their case has merit, they
7 recognized the potential risks both sides would face if litigation of this action continued.

8 44. With respect to the most immediate challenge, i.e., class certification, the risks
9 attendant to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A.*
10 *Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial
11 Court's denial of class certification because employees' declarations attesting to having taken
12 meal and rest breaks demonstrated that individualized inquiries were required to show harm. *See*
13 *also Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
14 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due
15 to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88
16 (denying certification of driver meal and rest period claims based on the predominance of
17 individual issues).

18 45. Further, even if a class is certified, liability remains uncertain. The risks attendant
19 to the issue of Defendant's liability in similar wage and hour actions are demonstrated by *Duran*
20 *v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial
21 verdict in favor plaintiffs in a wage and hour class action. *See also Tien v. Tenet Healthcare*
22 *Corp.* (2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take
23 their breaks were predominantly individualized questions of fact not susceptible to class
24 treatment.").

25 46. Finally, even if a class is certified and Defendant is found liable for the class claims
26 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff
27 and decertification of the class. These post-certification risks are demonstrated by *Magadia v.*
28 *Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated

1 reversed and remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately
2 paying overtime, and directed the trial court to enter judgement in favor of the employer. *See*
3 *also O’Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage
4 and hour misclassification action).

5 47. Collectively, the examples cited above illustrate the uncertain nature of class
6 litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a
7 significant risk factor favoring settlement.

8 48. Although Plaintiff is confident about the strength of his claims, Plaintiff
9 nevertheless recognizes that Defendant has factual and legal defenses that, if successful, would
10 potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of
11 wage and hour litigation can drastically affect the value of Plaintiff’s claims and, in fact, already
12 has.

13 49. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668 and *O’Conner*
14 *v. Uber Technologies*, 82 F. Supp. 3d 1133 (N.D. Cal. 2018) and *Duran v. U.S. Bank National*
15 *Assn.*, 59 Cal. 4th 1 (2014), the complexities and duration of further litigation cannot be
16 overstated. There is little doubt that if Defendant faced a large adverse judgement, Defendant
17 undoubtedly has the resources to post a bond and appeal. A post-judgment appeal by Defendant
18 would have required many more years to resolve, assuming the judgment was affirmed. If the
19 judgment was not affirmed in total, then the case could have dragged on for years after the
20 appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more
21 years in the future.

22 50. Further, as detailed in the motion for preliminary approval, Defendant’s financial
23 condition supports final approval of the settlement. Class Counsel retained Certified Public
24 Accountant, Kenneth L. Creal, to analyze Defendant’s financial condition and assess Defendant’s
25 ability to satisfy a class-wide settlement. As detailed in Mr. Creal’s Declaration filed concurrently
26 with the motion for preliminary approval, Mr. Creal determined that Defendant could not afford a
27 settlement larger than the one contemplated here. Moreover, Mr. Creal determined that due to
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1 Defendant's available assets, debts to be services, revenues and expenses, the payment plan
2 contemplated by the Agreement is necessary.

3 51. Class Representative and Class Counsel believe that the Settlement confers
4 substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation,
5 Class Representative and Class Counsel have determined that the Settlement set forth in the
6 Agreement is in the best interest of the Class, is fair, reasonable and adequate, and should be
7 granted final approval.

8 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

9 52. Here, Plaintiff and Defendant negotiated a good faith PAGA Settlement in the
10 amount of \$20,000 which is approximately 9% of the Gross Settlement Amount. This amount
11 falls well within the range of approved PAGA Penalties. Seventy-Five percent (75%) of the
12 PAGA Penalties (\$15,000) will be paid to the LWDA ("LWDA Payment") with the remaining
13 twenty-five percent (25%) to be distributed to the Aggrieved Employees, which is within the
14 range of PAGA penalties approved by courts and should be approved.

15 53. Further, on January 12, 2024, Class Counsel gave the LWDA notice of this
16 Settlement and proposed allocation by filing a copy of the Settlement and the Motion for
17 Preliminary Approval with the LWDA. On October 28, 2024, Plaintiff gave the LWDA notice of
18 this motion seeking final approval of this settlement. By not registering an objection with either
19 Class Counsel or the Court, the LWDA has accepted and approved of the proposed PAGA
20 Penalties.

21 54. I declare under the penalty of perjury under the laws of the State of California that
22 the foregoing is true and correct. Executed this 28th day of October 2024, at San Diego,
23 California.

24 **JCL LAW FIRM, APC**

25 By: 
26 Jean-Claude Lapuyade
27 Attorneys for Plaintiff
28

EXHIBIT A

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar # Pending)
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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 Lagerald 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.

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

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

18 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
19 Class Data, the Claims Administrator shall add up the total number of PAGA
20 Pay Periods for all Aggrieved Employees during the PAGA Period. The
21 respective PAGA Pay Periods for each Aggrieved Employee will be divided
22 by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the
23 "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved
24 Employees' PAGA Payment Ratio will then be multiplied by the PAGA
25 Penalties to calculate each Aggrieved Employees' estimated share of the
26 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

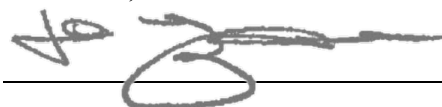
4
5 Printed Name

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: _____

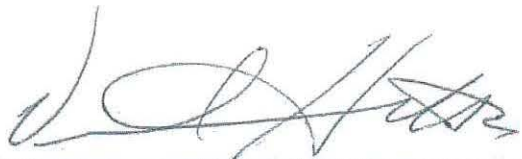
KROLOFF, BELCHER, SMART, PERRY &
21 CHRISTOPHERSON

22 By: _____

23 Jamie M. Bossuat, Esq.

24 Attorney for Defendant

1
2 DATED: 12/29/2023


FIRST SERVICE OF NORTHERN CALIFORNIA

3
4 VERNELL HILL, SR.

5 Printed Name

CEO

6
7 Title

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.

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
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jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
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San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com

Attorneys for Plaintiffs

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

**AMENDMENT NO. 1 TO STIPULATION
OF SETTLEMENT OF CLASS AND
PAGA ACTION CLAIMS AND RELEASE
OF CLAIMS**

1 Plaintiff LAGERALD WEBB (hereinafter "Plaintiff"), and Defendant SERVICE FIRST
2 OF NORTHERN CALIFORNIA ("Defendant," and collectively with Plaintiff, the "Parties"),
3 pursuant to Paragraph III(Q) of the Stipulation of Settlement of Class and PAGA Action Claims
4 and Release of Claims ("Original Agreement") entered into on or around January 2, 2024, hereby
5 agree to amend the Original Agreement, as stated herein. The amendments stated herein are
6 incorporated by this reference:

7 **A. Paragraph I(E) of the Original Agreement is hereby amended to state as follows:**

8 "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to Class
9 Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action,
10 currently not to exceed one-third of the Gross Settlement Amount currently estimated to be
11 \$73,630.69 out of \$220,892.07. Attorneys' Fees will be divided between Class Counsel as
12 follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC)

13 **B. Paragraph I(O) of the Original Agreement is hereby amended to state as follows:**

14 "First Installment" shall mean the Installment Payment of One Hundred Ten Thousand
15 Four Hundred Forty-Six Dollars and Four Cents (\$110,446.04) due on or before January 23, 2025.

16 **C. Paragraph I(Q) of the Original Agreement is hereby amended to state as follows:**

17 "Gross Settlement Amount" means Two Hundred Twenty Thousand, Eight Hundred
18 Ninety-Two Dollars and Seven Cents (\$220,892.07) that Defendant must pay into the Qualified
19 Settlement Fund (QSF) in connection with this Settlement, inclusive of the sum of Claims
20 Administration Expenses, Attorneys' Fees, Attorneys' Expenses, Service Award, and the PAGA
21 Penalties and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment
22 under this Settlement. The Gross Settlement Amount shall be all-in with no reversion to
23 Defendant

24 **D. Paragraph I(II) to the Original Agreement is hereby amended to state as follows:**

25 "Second Installment" shall mean the Installment Payment of One Hundred Ten
26 Thousand, Four Hundred Forty-Six Dollars and Four Cents (\$110,446.04) due on or before
27 February 23, 2026.
28

1 **E. Paragraph I(LL) to the Original Agreement is hereby amended to state as follows**

2 “Settlement Installment Payments” means the two (2) equal installment payments in
3 the amount of One Hundred Ten Thousand, Four Hundred Forty-Six Dollars and Four Cents
4 (\$110,446.04) each, made by Defendant to the Claims Administrator, with the First Installment
5 to be paid on or before January 23, 2025, and the Second Installment to be paid on or before
6 February 23, 2026.

7 **F. Paragraph III(A)(1) to the Original Agreement is hereby amended to state as**
8 **follows**

9 Settlement Consideration. In full and complete settlement of the Action, and in
10 exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement
11 Payments, the Service Award, Attorneys’ Fees and Attorneys’ Expenses, PAGA Penalties, and
12 the Claims Administration Expenses, as specified in this Agreement, equal to the Gross
13 Settlement Amount of Two Hundred Twenty Thousand, Eight Hundred Ninety-Two Dollars and
14 Seven Cents (\$220,892.07). The Parties agree that this is a non-reversionary Settlement and that
15 no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant’s
16 share of employer payroll taxes and as provided in Section III.A.2 below, Defendant shall not be
17 required to pay more than the Gross Settlement Amount.

18 **G. Paragraph III(M)(10) to the Original Agreement is hereby amended to state as**
19 **follows**

20 Attorneys’ Fees and Attorneys’ Expenses. Defendant understands Class Counsel will
21 file a motion for or Attorneys’ Fees not to exceed one-third of the Gross Settlement Amount
22 currently estimated to be \$73,630.69 *and* Attorneys’ Expenses supported by declaration not to
23 exceed Twenty-Five Thousand Dollars (\$25,000.00). Any awarded Attorneys’ Fees and
24 Attorneys’ Expenses shall be paid from the Gross Settlement Amount. Any portion of the
25 requested Attorneys’ Fees and/or Attorneys’ Expenses that are not awarded to Class Counsel shall
26 be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as
27 provided in this Agreement. The Claims Administrator shall allocate and pay the Attorneys’ Fees
28

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

8
9 **IT IS SO AGREED.**

10 Dated: October 28, 2024



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

11
12
13
14 Dated: October 28, 2024



Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

15
16
17
18 Dated: 10/28, 2024



Allison Lafferty
Kroloff, Belcher, Smart, Perry &
Christopherson
Attorneys for Defendant

EXHIBIT B

2/7/24

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



FEB 07 2024

Filed
STEPHANIE BOHRER, CLERK

By 
DEPUTY

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: 9:00 a.m.

Judge: Hon. Barbara A. Kronlund

Dept.: 10D

JAN 12 2024

FILE BY FAX

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.

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

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

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

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

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Class Claims that are set forth in the Class Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the Claims Administrator mails the Class Notices to Class Members or, in the case of re-mailed Notice, 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 June 12, 2024 at
12 9:00 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

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10 Dated: FEB 07 2024

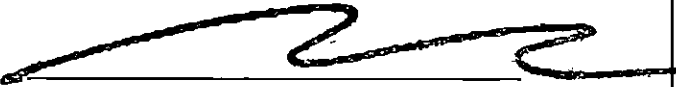

11 JUDGE OF THE SUPERIOR COURT
12 **BARBARA A. KRONLUND**
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EXHIBIT 1

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
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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 Lagerald 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.

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

2 **III. TERMS OF AGREEMENT**

3 A. Settlement Consideration and Settlement Payments by Defendant.

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

15 2. Class Size. Defendant represents that the Settlement Class was comprised of
16 343 individuals who collectively worked approximately 20,370 workweeks
17 ("Projected Workweeks") during the Class Period. One week prior to the
18 filing of the motion for Preliminary Approval, Defendant will provide Class
19 Counsel with a declaration under penalty of perjury confirming the number of
20 applicable Class Members and workweeks they worked during the Class
21 Period. No later than thirty (30) days after execution of this Settlement
22 Agreement, Defendant will provide the Claims Administrator with the Class
23 Data in order to ensure the Claims Administrator has sufficient time to prepare
24 the foregoing declaration prior to the filing of the motion for Preliminary
25 Approval. If the Projected Workweeks increase by more than 10% of the
26 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

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

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

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

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

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

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

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

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

22 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
23 preliminary approval within sixty (60) calendar days of execution of this Agreement,
24 or within the statutory timeframe as determined by the Court's setting of the
25 preliminary approval hearing, which shall include this Settlement Agreement. Plaintiff
26 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

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

- 5 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Claims
6 Administrator will perform a search based on the National Change of Address
7 Database to update and correct any known or identifiable address changes.
8 No later than twenty-one (21) calendar days after preliminary approval of the
9 Settlement, the Claims Administrator shall mail copies of the Notice Packet
10 to all Class Members via regular First-Class U.S. Mail and electronic mail.
11 The Claims Administrator shall exercise its best judgment to determine the
12 current mailing address for each Class Member. The address identified by the
13 Claims Administrator as the current mailing address shall be presumed to be
14 the best mailing address for each Class Member.
- 15 4. Undeliverable Notices. Any Notice Packets returned to the Claims
16 Administrator as non-delivered on or before the Response Deadline shall be
17 re-mailed to any forwarding address provided. If no forwarding address is
18 provided, the Claims Administrator shall promptly attempt to determine a
19 correct address by lawful use of skip-tracing, or other search using the name,
20 address and/or Social Security number of the Class Member involved, and
21 shall then perform a re-mailing, if another mailing address is identified by the
22 Claims Administrator. In addition, if any Notice Packets, which are addressed
23 to Class Members who are currently employed by Defendant, are returned to
24 the Claims Administrator as non-delivered and no forwarding address is
25 provided, the Claims Administrator shall notify Defendant. Defendant will
26 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.

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

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

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 80% penalties and pre-judgment interest ("Penalties and Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.
4. Allocation of Aggrieved Employees Payments. For tax purposes, Aggrieved Employee Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.
5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Penalties 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.
6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies are actually received by the Settlement Class Members. It is the intent of the Parties that Individual 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.

- 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:

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DATED: _____

FIRST SERVICE OF NORTHERN CALIFORNIA

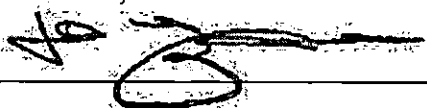
Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: Jan. 2, 2024

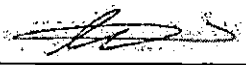
JCL LAW FIRM, A.P.C.

By:  _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: Jan. 2, 2024

ZAKAY LAW GROUP, APLC

By:  _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

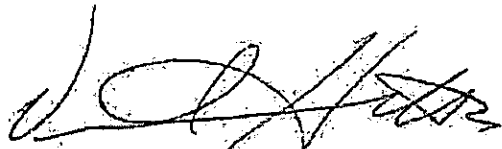
KROLOFF, BELCHER, SMART, PERRY &
CHRISTOPHERSON

By: _____

Jamie M. Bossuat, Esq.

Attorney for Defendant

1
2 DATED: 12/29/2023


FIRST SERVICE OF NORTHERN CALIFORNIA

3
4 VERNEL HILL, JR.

5 Printed Name

6
7 Title

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
17 By: _____

18 Attorneys for Plaintiff and the Settlement Class
19 Members

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: \$<< >>. 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 << >> Workweeks worked during the Class Period (August 30, 2018 to December 22, 2023).

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

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

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

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 [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 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 . 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 . 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 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.

EXHIBIT C

JUN 20 2024

8/2/24 10D

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
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File **JUL 25 2024**
Filed
STEPHANIE BOHRER, CLERK
By *Stephanie Bohrer*
DEPUTY

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

Amended
~~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 Twenty Thousand, Eight Hundred Ninety-Two Dollars and Seven
19 Cents(\$220,892.07). It appears to the Court on a preliminary basis that the settlement amount and
20 terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable
21 outcome of further litigation relating to certification, liability, and damages issues. It further appears
22 that investigation and research have been conducted such that counsel for the Parties are able to
23 reasonably evaluate their respective positions. It further appears to the Court that settlement at this time
24 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be
25 presented by the further prosecution of the litigation. It further appears that the Settlement has been
26 reached as the result of intensive, serious, and non-collusive 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 Seventy-Three Thousand, Six Hundred Thirty
7 Dollars and Sixty-Nine Cents (\$73,630.69), plus Attorneys' Expenses of up to Twenty-Five Thousand
8 Dollars and Zero Cents (\$25,000.00), and proposed Service Award to the Class Representative,
9 Lagerald Webb, in an amount of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00).
10 While these awards appear to be within the range of reasonableness, the Court will not approve the
11 Attorneys' Fees, 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:

7/25/24



JUDGE OF THE SUPERIOR COURT

BARBARA A. KRONLUND

EXHIBIT 1

1 **JCL LAW FIRM, APC**

2 Jean-Claude Lapuyade (State Bar #248676)
3 Sydney Castillo-Johnson (State Bar #343881)
4 Perssia Razma (State Bar # Pending)
5 5440 Morehouse Drive, Suite 3600
6 San Diego, CA 92121
7 Telephone: (619) 599-8292
8 Facsimile: (619) 599-8291
9 jlapuyade@jcl-lawfirm.com
10 scastillo@jcl-lawfirm.com
11 prazma@jcl-lawfirm.com

8 **ZAKAY LAW GROUP, APLC**

9 Shani O. Zakay (State Bar #277924)
10 5440 Morehouse Drive, Suite 3600
11 San Diego, CA 92121
12 Telephone: (619) 255-9047
13 Facsimile: (858) 404-9203
14 shani@zakaylaw.com

12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN JOAQUIN**

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

18 Plaintiffs,

19 v.

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

23 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(1). 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 Lagerald 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.

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

2 **III. TERMS OF AGREEMENT**

3 A. Settlement Consideration and Settlement Payments by Defendant.

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

15 2. Class Size. Defendant represents that the Settlement Class was comprised of
16 343 individuals who collectively worked approximately 20,370 workweeks
17 ("Projected Workweeks") during the Class Period. One week prior to the
18 filing of the motion for Preliminary Approval, Defendant will provide Class
19 Counsel with a declaration under penalty of perjury confirming the number of
20 applicable Class Members and workweeks they worked during the Class
21 Period. No later than thirty (30) days after execution of this Settlement
22 Agreement, Defendant will provide the Claims Administrator with the Class
23 Data in order to ensure the Claims Administrator has sufficient time to prepare
24 the foregoing declaration prior to the filing of the motion for Preliminary
25 Approval. If the Projected Workweeks increase by more than 10% of the
26 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

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

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

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

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

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

21 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
22 effect of the payments called for, and Class Members and/or Aggrieved Employees are
23 not relying on any statement or representation by the Parties in this regard. Class
24 Members and/or Aggrieved Employees understand and agree that they will be
25 responsible for the payment of any taxes and penalties assessed on the Individual
26 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

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

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

15 4. Undeliverable Notices. Any Notice Packets returned to the Claims
16 Administrator as non-delivered on or before the Response Deadline shall be
17 re-mailed to any forwarding address provided. If no forwarding address is
18 provided, the Claims Administrator shall promptly attempt to determine a
19 correct address by lawful use of skip-tracing, or other search using the name,
20 address and/or Social Security number of the Class Member involved, and
21 shall then perform a re-mailing, if another mailing address is identified by the
22 Claims Administrator. In addition, if any Notice Packets, which are addressed
23 to Class Members who are currently employed by Defendant, are returned to
24 the Claims Administrator as non-delivered and no forwarding address is
25 provided, the Claims Administrator shall notify Defendant. Defendant will
26 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.

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

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

18 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
19 Class Data, the Claims Administrator shall add up the total number of PAGA
20 Pay Periods for all Aggrieved Employees during the PAGA Period. The
21 respective PAGA Pay Periods for each Aggrieved Employee will be divided
22 by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the
23 "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved
24 Employees' PAGA Payment Ratio will then be multiplied by the PAGA
25 Penalties to calculate each Aggrieved Employees' estimated share of the
26 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.

- 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

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

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

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

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

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

22
23 DATED: Jan 2, 2024


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

24 Lagerald Webb

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26 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

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DATED: _____

FIRST SERVICE OF NORTHERN CALIFORNIA

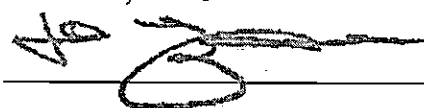
Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: Jan. 2, 2024

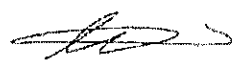
JCL LAW FIRM, A.P.C.

By:  _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: Jan. 2, 2024

ZAKAY LAW GROUP, APLC

By:  _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

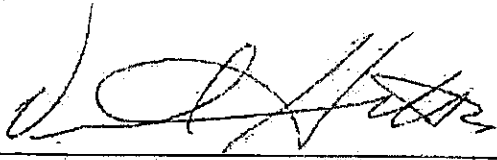
KROLOFF, BELCHER, SMART, PERRY &
CHRISTOPHERSON

By: _____

Jamie M. Bossuat, Esq.

Attorney for Defendant

1
2 DATED: 12/29/2023


FIRST SERVICE OF NORTHERN CALIFORNIA

3
4 VERNELL HILL, JR.
5 Printed Name

6 CEO
7 Title

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: \$<<__>>. 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, APC 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 <<____>> Workweeks worked during the Class Period (August 30, 2018 to December 22, 2023).

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

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

Based on this information, your estimated Aggrieved Employee Payment is << _____ >>.

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 _____ [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 _____ 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 _____. 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 _____. 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 _____, 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.

EXHIBIT D

Esbeidy Campos

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, January 12, 2024 11:37 AM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

01/12/2024 11:35:39 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT E

EXHIBIT F

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010
 - Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Andrea Amaya, Esq.

California Bar Number 348080

Associate Attorney

Biography:

Ms. Amaya is a San Diego based labor and employment attorney representing employees throughout the state of California. Ms. Amaya represents current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Amaya earned a Bachelor of Arts in Sociology from San Diego State University. Thereafter, Ms. Amaya earned her Juris Doctorate from California Western School of Law. While in law school, Ms. Amaya spent her time volunteering with various nonprofit organizations such as the Immigration Justice Project and Access, Inc.

Education:

- **California Western School of Law**
 - J.D. - 2021
- **San Diego State University**
 - B.A.
 - Honors: Dean's List
 - Honors: With Distinction

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq, as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq, as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);