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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF BUTTE

JAMAL SHABAZZ and JOSEPH
CASTANEDA, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiff,

v.

MANN & COMPANY, INC., a California
Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No. 22CV02669

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

Date: September 25, 2024

Time: 9:00 AM

Judge: Hon. Tamara Mosbarger

Dept.: 1

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 competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiffs JAMAL SHABAZZ and JOSEPH CASTANEDA (hereafter "Plaintiffs") in this wage and
6 hour class action filed against MANN & COMPANY, INC. (hereinafter "Defendant").

7 2. This declaration is being submitted in support of Plaintiff's motion for Preliminary
8 Approval of Class and PAGA Action Settlement.

9 **I. EXHIBITS**

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
11 of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement
12 Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed
13 Class Notice.

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
15 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
16 and Motion for Preliminary Approval of Class Action and PAGA Action Settlement evidencing Class
17 Counsel's compliance with California Labor Code Section 2699(l)(2).

18 **II. INTRODUCTION**

19 5. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
20 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
21 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
22 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
23 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
24 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
25 denied or of Defendant prevailing at trial. Given that there are approximately 1,070 Settlement Class
26 Members, **the average gross recovery is approximately \$383.64** (Net Settlement Amount divided by
27 Settlement Class Members.)

6. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval and falls within the range of reasonableness. The average Individual Settlement Payment to the Settlement Class meets or exceeds awards in similar wage and hour class actions. Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement.

III. FACTS AND PROCEDURE

A. Overview of the Litigation

7. Defendant owns, operates, and manages a chain of Wingstop franchised restaurants in the state of California, including in Butte County. This action asserts claims on behalf of all persons who are or previously were employed by Defendant and classified as non-exempt employees in California during the period beginning November 14, 2018 to February 15, 2024. At all times during their employment, Plaintiffs were classified by Defendant as non-exempt employees, paid on an hourly basis, and were entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout their employment, Plaintiffs were subject to Defendant's written policies and procedures contained in, among other documents, the "Employee Handbook."

8. On September 6, 2022, Plaintiff Jamal Shabazz (“Shabazz”) served Defendant and the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff Shabazz’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”).

9. On November 16, 2022, Plaintiff Shabazz filed a class action complaint in the Butte Superior Court, Case Number 22CV02669 (“Class Action”). The Class Action alleged eight causes of action against Defendant for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200; (2) Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7

1 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512;
2 (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226; (7)
3 Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and (8)
4 Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]

5 10. On June 26, 2024, Plaintiff Shabazz filed the operative First Amended Complaint for
6 purposes of effectuating the settlement, which added another named Plaintiff, Joseph Castaneda.

7 11. Generally, Plaintiffs claim that Defendant failed to pay employees for all time worked,
8 including overtime, failed to provide them with proper meal and rest breaks, failed to reimburse for
9 required business expenses, and failed to issue accurate itemized wage statements. Defendant forcefully
10 denies liability for each of the Plaintiffs' claims. Further, Defendant asserts that it fully complied with
11 all applicable employment laws and raised several other significant defenses to Plaintiffs' claims,
12 including but not limited to, the existence of facially compliant meal and rest period policies, records of
13 payment of minimum wages and overtime wages, the existence of a policy whereby it reimbursed its
14 employees for business expenses, the existence of compliant wage statements, and the existence of a
15 practice whereby it timely paid all wages due upon separation of employment.

16 12. Plaintiff Shabazz commenced written discovery in March of 2023. The Parties later
17 agreed to attend private mediation with the Honorable Brian C. Walsh (Ret.) on February 15, 2024.

18 13. To facilitate settlement negotiations, the Parties agreed to informally produce documents
19 and data points subject to the mediation privilege, including but not limited to, a statistically reliable
20 sampling of the Class Members' time and payroll data, and pertinent written wage and hour policies.
21 As discussed *infra*, Plaintiffs' counsel retained the forensic consultants at Berger Consulting Group
22 ("BCG") to analyze Defendant's time and payroll data.

23 14. The Parties' engaged in arms-length settlement negotiations with Judge Walsh's help and
24 came to an agreement on February 15, 2024. The Parties' agreement was subsequently memorialized
25 in the form of a Memorandum of Understanding. After reaching an agreement in principle, the Parties
26 drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

27 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

15. Months before filing the Action, Class Counsel began its pre-filing investigation into the Plaintiff Shabazz's complaints. Class Counsel's investigation started with several lengthy interviews with the Plaintiff Shabazz. As part of the interview process, Plaintiff produced documents related to his employment, including, among other things, copies of his wage statements. At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further inquiry.

16. Class Counsel subsequently requested Plaintiff Shabazz's employee file from Defendant. In response, Defendant produced documents, including but not limited, Plaintiff's payroll and time records. Class Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate Plaintiff's claim that Defendant failed to, among other things, pay for all time worked and failed to provide compliant meal and rest periods

17. Considering the many anticipated factual disputes, the Parties agreed that it would be in the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel requested documents and data points to further evaluate Plaintiffs' claims and Defendant's liability exposure to the Class Members. In response to Class Counsel's request, Defendant produced a sampling of Class Member time and payroll records, aggregate workweek and pay period data, and copies of applicable policies, and agreements containing, *inter alia*, compensation, timekeeping and meal and rest period policies. In total, Defendant produced over 300 pages of pertinent documents and over 180,000 unique cells of time and payroll data for Class Counsel to analyze.

18. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class Members' payroll and time data. BCG provides data analysis and damage modeling consulting services specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed and experienced experts in their fields and have provided their expertise on thousands of cases. Stated differently, the BCG is uniquely qualified to analyze Defendant's time and payroll data.

19. BCG analyzed Defendant's time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate number of work shifts, workweeks, pay periods, average length of shift and average number of hours worked per week and pay periods during the Class Period. BCG also estimated the amount of paid missed meal period premiums

1 paid during the Class Period, the amount of unreimbursed business expenses, the amount of unpaid
2 wages owed, and the amount of off-the-clock work performed by the Class Members during the Class
3 Period.

4 20. In advance of mediation, Class Counsel created several damage models predicated on the
5 BCG analysis. Class Counsel's models calculated Defendant's potential liability exposure while
6 accounting for the uncertainties of continued litigation. These damage models informed and guided
7 Class Counsel during the mediated settlement discussions.

8 21. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
9 determining Plaintiffs' suitability as putative class representatives through interviews, background
10 investigations, and analysis of their employment files; (2) evaluating all of Plaintiffs' potential claims;
11 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
12 and the type of employer; (4) analyzing the Class' time and payroll records; (5) analyzing Defendant's
13 labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues
14 which could affect settlement approval; (7) evaluating Plaintiffs' claims and estimating Defendant's
15 liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the
16 mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the
17 claims being settled, as well as the impediments to recovery, such as to make an independent assessment
18 of the reasonableness of the terms to which the Parties have agreed.

19 22. Class Counsel only agreed to enter the Settlement following this thorough investigation
20 and evaluation of Plaintiffs' claims. Based on this investigation of the facts, applicable law, and
21 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
22 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe this
23 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
24 reasonable, and adequate, the Court should preliminarily approve the Settlement.

25 **C. The Parties Settled at Mediation**

26 23. On February 15, 2024, the Parties participated in a full day of mediation with the
27 honorable Brian C. Walsh (Ret.), an experienced jurist and mediator of wage and hour class and PAGA
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actions. Judge Walsh helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Judge Walsh's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluation of the damages. After a full day of arm's length and adversarial negotiations, the mediation concluded with a settlement in principle, which was subsequently memorialized in the form of a Memorandum of Understanding. The complete and final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submit that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

IV. ARGUMENT

A. The Court Should Preliminarily Approve the Settlement

24. Defendant produced. Class Counsel projected Defendant's liability exposure for *class claims* (excluding penalties) at \$1,481,758 and Defendant's *maximum* exposure (including waiting time and wage statement penalties) at \$3,067,367. Thus, the Gross Settlement Amount of \$750,000.00 represents approximately 50.6% of Defendant's *class-wide* liability exposure to damages, and 24.4% of Defendant's *maximum* exposure. The following summarizes Defendant's estimated exposure.

(1) Estimated Damages for Meal Period Violations

25. Plaintiffs alleged that Defendant failed to provide compliant meal periods. Labor Code section 512 requires employers to provide employees with thirty (30) minute uninterrupted and duty-free meal period within the first five hours of work. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period. Pursuant to Labor Code § 512, an employer may not employ an employee for a work period of more than ten (10) hours, without providing the employee with a second meal period of not less than thirty (30) minutes. Moreover, the second meal period may not be waived if the total hours worked is more than twelve (12) hours. California Lab. Code § 226.7(c) provides that "if an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including ... an ... order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour

1 of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery
2 period is not provided."

3 26. Plaintiffs alleged that Defendant's rigorous work requirements caused Plaintiffs and
4 Class Members to forego compliant meal periods. Defendant contends that it fully complied with
5 California meal period laws and maintained compliant policies and practices. Similarly, Defendant
6 argued that it encouraged employees to take all meal periods and neither instructed nor required that
7 employees perform any work during their off-duty meal period. In light of the foregoing, and
8 considering Defendant's defenses, Plaintiffs estimated Defendant's potential exposure for this claim to
9 be \$489,298.

10 (2) Estimated Damages for Rest Period Violations

11 27. Plaintiffs also alleged that Defendant failed to provide compliant rest periods.
12 Specifically, Plaintiffs alleged that because of their rigorous work schedules, Plaintiff and Class
13 Members were not able to take timely and duty-free rest periods. Class Members recorded their rest
14 breaks via Defendant's time clock, and Plaintiff's expert found over 50,000 unique rest break violations.
15 However, the data indicates that Defendant did not pay any rest break premiums. Defendant disputed
16 these findings and contend the following: Rest periods do not need to be recorded by Defendant's
17 employees. Some employees chose to use the point-of-sale computer terminal to track their break,
18 which some employees utilized. The existence of these entries is merely evidence that an employee
19 took a rest break on such occasions, but it is not evidence that Defendant failed to authorize and permit
20 rest periods if entries were not reflected for breaks. Nevertheless, Plaintiffs estimated Defendant's
21 exposure for this claim at \$840,531.

22 (3) Exposure for Off-The-Clock Violations resulting in unpaid minimum, straight, and
23 overtime wages

24 28. One of Plaintiffs' primary claims in the Action was that Defendant failed to pay for all
25 hours worked. Specifically, Plaintiffs alleged that they were required to undergo several hours of
26 onboarding training and were not paid for their time. Plaintiffs further allege that at the beginning of
27 their employment, Defendant input rounded time for Plaintiffs because they were not yet registered in
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1 Defendant's timeclock system, thus resulting in underpayment to the Plaintiffs. Plaintiffs contend that
2 the unpaid onboarding training and rounded time records were Defendant's standard practice.
3 Defendant denied liability and asserted that its employees were paid for all time worked. Defendant
4 argued that it had a facially compliant policy regarding timekeeping. Furthermore, Defendant argued
5 that, even if successful, this claim resulted in minimal actual damage to the Class Members. Assuming
6 a conservative two hours of unpaid work per Class Member, Plaintiffs estimated Defendant's exposure
7 for this claim to be approximately \$31,792.

8 (4) Exposure for Wage Statement Violations and Waiting Time Penalties

9 29. Plaintiffs also alleged that the Defendant's labor code violations resulted in derivative
10 liability for wage statement violations and waiting time penalties. Class Counsel considered the
11 arguable presence of various penalties and weighed the potential recoveries against probable defenses.
12 Specifically, Defendant argued that Plaintiffs could not prove the "willful" prong needed to obtain
13 waiting time penalties under Labor Code section 203. Additionally, Defendant argued that Plaintiffs
14 could not show that Class Members suffered an "injury" because of wage statement violations, as
15 required by Labor Code section 226. Defendant could also argue that that meal and rest period violations
16 do not entitle employees like Plaintiffs and the Class Members to pursue the derivative waiting time
17 and itemized wage statement penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2023) 88
18 Cal.App.5th 927. Plaintiffs could not give the penalty claims great weight given that they depended on
19 proving the underlying claims, which had their own risks. As such, Plaintiffs applied a 50% discount.
20 Plaintiffs estimated Defendant's exposure for these penalties to be approximately \$1,585,609
21 (\$1,160,859 for Labor Code section 203 penalties and \$424,750 for Labor Code section 226 penalties).

22 (5) Exposure for Unreimbursed Business Expenses

23 30. Plaintiffs alleged that Defendant required Class Members to incur personal expenses for
24 the use of their own personal cellular phones. Specifically, Defendant communicated with Plaintiffs
25 and Class Members via their personal cell phones through calls and texts both during work hours and
26 after work hours. California employers who require employees to incur personal business expenses for
27 work purposes must reimburse the employee for the cost incurred. (*See* Cal. Lab. Code § 2802(a),
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1 providing that “[a]n employer shall indemnify his or her employee for all necessary expenditures or
2 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
3 her obedience to the directions of the employer....”).

4 31. Again, Defendant denied any liability for this claim. Defendant argued that most of its
5 employees did not use cellphones as part of the performance of their duties and on the rare occasion
6 where employees did incur business expenses, these expenses were fully reimbursed. Plaintiffs
7 estimated Defendant’s exposure for this claim at \$120,137.

8 (6) Defendant’s PAGA Exposure

9 32. Class Counsel’s damage models also estimate Defendant’s exposure for PAGA penalties
10 arising from the aforementioned violations. At the time of mediation, Plaintiffs estimate Defendant’s
11 PAGA exposure at approximately \$1,887,500.

12 33. Here, the Parties negotiated a good faith settlement for the PAGA Penalties in the amount
13 of \$30,000 which is 4% of the Gross Settlement Amount. This amount falls well within the range of
14 approved PAGA Penalties. Seventy-Five percent (75%) of the PAGA Penalties (\$22,500.00) will be
15 paid to the LWDA (“LWDA PAGA Payment”) with the remaining twenty-five percent (25%) of the
16 PAGA Penalties (\$7,500.00) will be distributed to the Aggrieved Employees, which is within the range
17 of PAGA penalties approved by courts and should be approved.

18 34. For the aforementioned reasons, the PAGA allocation of the Gross Settlement Amount is
19 fair, just, and reasonable.

20 **B. Litigation Risks**

21 35. With respect to the most immediate challenge, i.e., class certification, the risks attendant
22 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Walmart*
23 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
24 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
25 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
26 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
27 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor

1 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
2 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
3 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
4 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
5 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
6 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
7 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
8 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
9 certification of driver meal and rest period claims based on the predominance of individual issues).
10 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
11 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
12 settlement.

13 36. Finally, continuing to litigate this action would require continued and extensive resources
14 coupled with significant Court time to proceed through trial and post-trial motions; which can often
15 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
16 extensive expert testimony, particularly with regards to damages. But even if Plaintiffs are successful
17 at trial, Plaintiffs are acutely aware that a judgment does not end the litigation. Plaintiffs fully expect
18 that Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d
19 668, the risk of an appeal and subsequent reversal is real.

20 37. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$750,000.00 that
21 is roughly 50.6% Defendant’s liability exposure for class damages. Given the amount of the settlement
22 here, as compared to potential value of the claims, offset by the various inherent risks to continued
23 litigation, the settlement is fair and reasonable.

24 **B. Proposed Notice Informs the Class About the Case and Settlement**

25 38. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
26 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
27 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
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1 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
2 procedure and time period within which to requests for exclusions or objections to the Settlement, the
3 date for the final approval hearing, the formula used to calculate settlement payments, and the terms
4 and scope of the Released Class Claims. Agreement at § III(M)(2)(a). This method was negotiated by
5 the Parties to ensure delivering the most reasonable method of notice to the Class Members while
6 ensuring cost effective administration of the Settlement.

7 39. Accordingly, both the method of disseminating the Class Notice and content of the Class
8 Notice satisfy due process and the requirements of California law. (*See* C.R.C. 3.776(e)-(f); *State of*
9 *Cal. v. Levi Strauss* (1986) 41 Cal.3d 460,485 (the class notice must "fairly apprise the class members
10 of the terms of the proposed compromise and of the options open to dissenting class members.").)

11 **C. The Court Should Preliminarily Approve the Enhancement Award**

12 40. Approximately 1,070 Class Members will share in the Net Settlement Amount due
13 entirely to the effort and commitment of Plaintiffs. Subject to Court approval, therefore, the Settlement
14 provides for a Service Award of \$10,000 for each Plaintiff. The service award is fair and reasonable
15 compensation for the Plaintiffs' efforts bringing the action, assisting Class Counsel with the litigation
16 and settlement, regularly conferring with Class Counsel on the status of their case and the strategies for
17 prosecuting the claims, reviewing the proposed Settlement to ensure that its terms are fair and provide
18 adequate relief for the Settlement Class.

19 41. Class Counsel on behalf of Plaintiffs will file a formal motion for the negotiated Service
20 Award once preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that the
21 above showing is sufficient for preliminary approval of the negotiated Service Award.

22 **D. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

23 42. Class Counsel took this matter on a contingency fee basis and invested significant time
24 and expense successfully prosecuting Plaintiffs' claims. As discussed *supra*, the estimated average
25 Individual Settlement Payment illustrates the demonstrably positive outcome for the Class Members.
26 The Agreement provides for a payment of Attorneys' Fees and Attorneys' Expenses and in the amount
27 of one-third of the Gross Settlement Amount (\$250,000.00) and reimbursable litigations costs in an

1 amount not to exceed \$25,000. Agreement § III(N)(10). Considering the positive outcome for the Class
2 Members, and in light of the supporting authority, the proposed Attorneys' Fees and Attorneys'
3 Expenses are fair and reasonable. Plaintiffs will file a formal motion for the negotiated Attorneys' Fees
4 and Attorneys' Expenses once preliminary approval of the Settlement is granted. Plaintiffs respectfully
5 submit that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

6 **E. The Court Should Provisionally Certify the Settlement Class**

7 43. For Settlement, Plaintiffs contend, and Defendant does not dispute, that provisional
8 certification of the Class is appropriate.

9 44. Because all Class Members are Defendant's current and former employees, the class is
10 readily ascertainable from Defendant's regular business records, i.e., payroll records.

11 45. The California statutes relating to each of Plaintiffs' claims apply with equal force and
12 effect to the entire Settlement Class. Factually, Defendant's policies and practices apply class-wide and
13 Defendant's liability can be determined by facts common to all members of the class. The wage and
14 hour issues are both numerous and substantial, and a class action is the most advantageous method of
15 dealing with the claims of the Settlement Class.

16 46. Plaintiffs' wage and hour claims are typical of the proposed Settlement Class because
17 they arise from the same factual basis and are based on the same legal theories applicable to the other
18 Class Members. Likewise, Plaintiffs' interests are entirely coextensive with the interests of the
19 Settlement Class. Plaintiffs allege that they were injured by the same company-wide practices to which
20 the proposed Class Members were subject to and seek the same relief. Plaintiffs have already
21 demonstrated their ability to advocate for the interests of the Class Members by initiating this litigation,
22 undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

23 47. A class action is superior to a multitude of individual lawsuits. Given the size and amount
24 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
25 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
26 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
27 adjudication.

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48. Plaintiff and Class Members are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), Monnett De La Torre, Esq. (Associate Attorney), Andrea Amaya, Esq. (Associate Attorney), Tesla Stone (Paralegal), Jennifer Heming (Paralegal), and Nicole Teller (Legal Assistant).

49. I am qualified to represent the Plaintiff, the State of California, and the Class Members. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. Additionally, I have extensive complex mass tort litigation experience and complex construction product liability experience. I can, will and have adequately represented the interests of the Plaintiff and Class Members throughout this action.

15 50. I have represented consumers and employees in California class actions, and complex
16 multi-party product liability actions exclusively for more than 14 years. I have been in practice as a
17 plaintiffs' civil litigation attorney since April 2007.

18 51. I have significant class counsel and collective action counsel experience, as outlined in
19 the firm resume.

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

22 53. Finally, I have published appellate experience in *William Blanchette et al., v. The*
23 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521 and *Duran v. EmployBridge*
24 *Holding Company, LLC*, 92 Cal.App.5th 59 (2023).

54. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising

1 Star list recognizes the top 2.5% of eligible attorneys. (see
2 https://www.superlawyers.com/about/selection_process.html.)

3 I declare under the penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct. Executed this 28th day of August 2024, at San Diego, California.

5 **JCL LAW FIRM, APC**

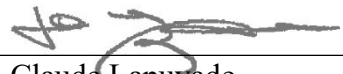
6 By: 
7 Jean-Claude Lapuyade
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EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff JAMAL SHABAZZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF BUTTE

JAMAL SHABAZZ and JOSEPH
CASTANEDA, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MANN & COMPANY, INC., a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 22CV02669

[Complaint Filed: November 14, 2022]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiffs Jamal Shabazz and Joseph Castaneda (hereinafter collectively referred to as “Plaintiffs”), individuals, on behalf of themselves, and on behalf of all persons similarly situated, and in their representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant Mann & Company, Inc., a California corporation (“Defendant” and/or “Defendants”):

I. DEFINITIONS

- A. “Action” shall mean the putative class and representative action lawsuit designated *Jamal Shabazz v. Mann & Company, Inc.*, Butte County Superior Court, Case No. 22CV02669, filed November 14, 2022.
- B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- C. “Aggrieved Employees” means all current and former non-exempt California employees employed by Defendant during the PAGA Period.
- D. “Aggrieved Employee Payment” shall mean the twenty-five percent (25%) of the PAGA Payment (\$7,500.00) that will be distributed to the Aggrieved Employees as described in this Agreement.
- E. “Class” or the “Class Members” means all persons who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period.
- F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- G. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs, the Class Members and the Aggrieved Employees in the Action, consisting of attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$250,000.00 out of \$750,000.00 plus costs of up to

1 \$25,000.00. Attorneys' fees will be divided between Class Counsel in the following
2 percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

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

8 I. "Class Period" means the period beginning November 14, 2018 through February 15,
9 2024.

10 J. "Class Representatives" shall mean plaintiffs Jamal Shabazz, aka Symba Rose, and
11 Joseph Castaneda.

12 K. "Court" means the Superior Court for the State of California, County of Butte
13 currently presiding over the Action.

14 L. "Defendant" shall mean Mann & Company, Inc.

15 M. "Effective Date" means the first date upon which all of the following events have
16 occurred:

- 17 1. this Agreement has been executed by all Parties and by Class Counsel and
18 Defense Counsel;
- 19 2. the Court has preliminarily approved the Settlement;
- 20 3. notice has been properly given to Class Members, providing them an
21 opportunity to opt out of the Class and Settlement as described in this
22 Agreement;
- 23 4. the Court has held a Final Fairness and Approval Hearing and entered the
24 Final Order and Judgment approving the Settlement; and,
- 25 5. the later of: (a) the date sixty (60) days after the entry of the Final Order and
26 Judgment, if no motions for reconsideration and no appeals or other efforts to
27 obtain review have been filed; or (b) in the event that a motion for
28 reconsideration, an appeal or other effort to obtain review of the Final Order

1 and Judgment, the date sixty (60) days after such reconsideration, appeal or
2 review has been finally concluded. In this regard, it is the intention of the
3 Parties that the Effective Date of Settlement shall not be a date before the
4 Court's order approving the Settlement has become completely final, and
5 there is no timely recourse by any person who seeks to object to or otherwise
6 contest the Settlement.

7 N. "Funding Dates" shall mean the dates by which Defendant has paid the Gross
8 Settlement Amount to the Settlement Administrator in accord with the terms of this
9 Agreement. Defendant will pay the Gross Settlement Amount in three (3) separate
10 installations. First, Defendant will pay 60% of the Gross Settlement Amount
11 (\$450,000.00), in addition to employer side payroll taxes, to the Settlement
12 Administrator within sixty (60) calendar days following the Court's Final Approval
13 Order. Second, Defendant will pay 20% of the Gross Settlement Amount
14 (\$150,000.00) to the Settlement Administrator within two hundred forty-three (243)
15 calendar days (8 months) following the Court's Final Approval Order. Third,
16 Defendant will pay the remaining 20% of the Gross Settlement Amount
17 (\$150,000.00) to the Settlement Administrator within four hundred twenty-five (425)
18 calendar days (14 months) following the Court's Final Approval Order.

19 O. "Gross Settlement Amount" means Seven Hundred Fifty Thousand Dollars and Zero
20 Cents (\$750,000.00) that Defendant must pay into the QSF in connection with this
21 Settlement. The Gross Settlement Amount consists of the following elements: the
22 sum of Settlement Administration Costs, Class Counsel Award, Service Award, the
23 PAGA Payment, and Net Settlement Amount. The Gross Settlement Amount is all-
24 in with no reversion and *exclusive* of the employer's share of payroll tax, if any,
25 triggered by any payment under this Settlement.

26 P. "Individual Settlement Payments" means the amount payable from the Net Settlement
27 Amount to each Settlement Class Member and excludes any amounts distributed to
28 Aggrieved Employees pursuant to PAGA.

- 1 Q. "LWDA" shall mean the Labor and Workforce Development Agency.
- 2 R. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment
- 3 (\$22,500.00) payable to the to the LWDA.
- 4 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
- 5 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
- 6 Costs.
- 7 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the
- 8 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
- 9 than formatting changes to facilitate printing by the Settlement Administrator).
- 10 U. "Operative Complaint" shall mean the First Amended Complaint filed by Plaintiff
- 11 Jamal Shabazz in the Butte Superior Court.
- 12 V. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
- 13 Labor Code § 2698 *et seq.*
- 14 W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
- 15 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
- 16 Employees during the PAGA Period.
- 17 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
- 18 Employee Payment, as defined herein, means the number of pay periods of
- 19 employment during the PAGA Period that each Aggrieved Employee worked in
- 20 California.
- 21 Y. "PAGA Period" means the period beginning September 6, 2021 through February 15,
- 22 2024.
- 23 Z. "PAGA Payment" shall mean Thirty Dollars and Zero Cents (\$30,000.00) to be
- 24 allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted
- 25 in the Action.
- 26 AA. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either
- 27 Plaintiffs or Defendant, individually.
- 28

- 1 BB. "Payment Ratio" means the respective Pay Periods for each Class Member divided
2 by the total Pay Periods for all Class Members.
- 3 CC. "Pay Period" means a period of time during which a Class Member was issued a pay
4 check during the Class Period by Defendant.
- 5 DD. "Plaintiffs" shall mean Jamal Shabazz and Joseph Castaneda.
- 6 EE. "QSF" means the Qualified Settlement Fund established, designated, and maintained
7 by the Settlement Administrator to fund the Gross Settlement Amount.
- 8 FF. "Released Class Claims" shall mean all class claims alleged, or reasonably could have
9 been alleged based on the facts alleged, in the Operative Complaint in the *Jamal*
10 *Shabazz v. Mann & Company, Inc.* action, which occurred during the Class Period,
11 including but not limited to the failure to pay minimum wages, the failure to pay
12 overtime wages, the failure to provide meal periods, the failure to pay meal period
13 premium pay, the failure to provide rest periods, the failure to pay rest period premium
14 pay, the failure to pay waiting-time penalties, the failure to maintain records, the
15 failure to provide accurate itemized wage statements, the failure to reimburse, and
16 other claims whatsoever that were alleged in this case or which arise out of such facts
17 actually pled in the complaint, including without limitation all related claims for
18 restitution and other equitable relief under Business and Professions Code section
19 17200 et seq., conversion, liquidated damages, punitive damages, penalties, statutory
20 penalties, and expressly excluding all other claims, including claims for vested
21 benefits, wrongful termination, unemployment insurance, disability, social security,
22 workers' compensation, and class claims outside of the Class Period.
- 23 GG. "Released PAGA Claims" shall mean the release from the Aggrieved Employees of
24 all PAGA claims alleged in the Operative Complaint in the *Jamal Shabazz v. Mann*
25 *& Company, Inc.* action and Plaintiff Jamal Shabazz's PAGA notice to the LWDA
26 which occurred during the PAGA Period, including but not limited to civil penalties
27 under the Labor Code Private Attorneys General Act of 2004 for violations of Labor
28 Code 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,

246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, 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

HH. "Released Parties" shall mean Defendant and their attorneys, insurers, brands, concepts, parents, affiliates, subsidiaries, successors, assigns, current and former employees, agents, representatives, administrators, employee benefits plans, assigns of said entities, and any individual or entity that could be jointly liable with Defendant.

II. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement. Neither side shall encourage any Class Member to opt out.

JJ. "Service Award" means an award in the amount of \$10,000.00 or in an amount that the Court authorizes to be paid to each Class Representative, in addition to their Individual Settlement Payment and their individual Aggrieved Employee Payment, in recognition of their efforts and risks in assisting with the prosecution of the Action.

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

LL. "Settlement Administration Costs" shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$14,500.00.

MM. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement 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 Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant

1 and any person related to Defendant. *All accrued interest shall be paid and*
2 *distributed to the Settlement Class Members as part of their respective Individual*
3 *Settlement Payment.*

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

7
8 **II. RECITALS**

9 A. On November 14, 2022, Plaintiff Jamal Shabazz filed a Class Action complaint in the
10 Butte County Superior Court, Case No. 22CV02669 ("Class Action"), alleging claims
11 for:

- 12 1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;
- 13 2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194,
14 1197 & 1197.1;
- 15 3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et*
16 *seq*;
- 17 4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§
18 226.7 & 512 and the Applicable IWC Wage Order;
- 19 5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§
20 226.7 & 512 and the Applicable IWC Wage Order;
- 21 6. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab.
22 Code § 226;
- 23 7. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201,
24 202 And 203;
- 25 8. Violation of the Private Attorneys General Act (Lab. Code §§ 2698 *et seq*).

26 B. On September 6, 2022, Plaintiff Jamal Shabazz filed a Notice of Violations with the
27 Labor and Workforce Development Agency (LWDA) and served the same on
28 Defendant.

- 1 C. Prior to the filing of the Preliminary Approval Motion, Plaintiff Jamal Shabazz filed
2 a First Amended Complaint, adding Plaintiff Joseph Castaneda to the Class Action
3 for purposes of effectuating the Settlement.
- 4 D. The Class Representatives believe they have claims based on alleged violations of the
5 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
6 that class certification is appropriate because the prerequisites for class certification
7 can be satisfied in the Action, and this action is manageable as a PAGA representative
8 action.
- 9 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
10 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
11 Representatives, alleged in the Operative Complaint, and/or alleged in the Class
12 Representative's PAGA notices to the LWDA are owed, and further contend that, for
13 any purpose other than settlement, the Action is not appropriate for class or
14 representative action treatment. Defendant contends, among other things, that at all
15 times they complied with the California Labor Code and the Industrial Welfare
16 Commission Wage Orders. Defendant expressly reserves all rights to challenge all
17 such claims and allegations upon all procedural and factual grounds including the
18 assertion of any and all defenses if the Final Order and Judgement does not become
19 final for any reason or in the event that the Effective Date does not occur.
- 20 F. The Class Representatives are represented by Class Counsel. Class Counsel
21 investigated the facts relevant to the Action, including conducting an independent
22 investigation as to the allegations, reviewing documents and information exchanged
23 through informal discovery, and reviewing documents and information provided by
24 Defendant pursuant to informal requests for information to prepare for mediation.
25 Defendant produced for the purpose of settlement negotiations certain employment
26 data concerning the Class, which Class Counsel reviewed and analyzed with the
27 assistance of an expert. Based on their own independent investigation and evaluation,
28 Class Counsel are of the opinion that the Settlement with Defendant is fair,

1 reasonable, and adequate, and is in the best interest of the Class considering all known
2 facts and circumstances, including the risks of significant delay, defenses asserted by
3 Defendant, uncertainties regarding class certification, and numerous potential
4 appellate issues. Although it denies any liability, Defendant agrees to this Settlement
5 solely to avoid the inconveniences and cost of further litigation. The Parties and their
6 counsel have agreed to settle the claims on the terms set forth in this Agreement.

7 G. On February 15, 2024, the Parties participated in mediation presided over by the Hon.
8 Brian C. Walsh (Ret.), an experienced jurist and mediator of wage and hour class and
9 PAGA actions. At the conclusion of the mediation, the Parties reached a settlement
10 based on Judge Walsh's recommendation, which was subsequently memorialized in
11 the form of a Memorandum of Understanding.

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

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

26 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
27 for any reason the settlement does not become effective, Defendant reserves the right
28 to contest certification of any class for any reason and reserve all available defenses

1 to the claims in the Action. The Settlement, this Agreement, and the Parties'
2 willingness to settle the Action will have no bearing on and will not be admissible in
3 connection with any litigation.

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

5 **III. TERMS OF AGREEMENT**

6 A. Settlement Consideration and Settlement Payments by Defendant.

7 1. Settlement Consideration. In full and complete settlement of the Action, and
8 in exchange for the releases set forth below, Defendant will pay the sum of
9 the Individual Settlement Payments, the Service Award, the Class Counsel
10 Award, PAGA Payment, and the Settlement Administration Costs, as
11 specified in this Agreement, equal to the Gross Settlement Amount of Seven
12 Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00). The Parties
13 agree that this is a non-reversionary Settlement and that no portion of the
14 Gross Settlement Amount shall revert to Defendant. Other than the
15 Defendant's share of employer payroll taxes and as provided in Section III.A.2
16 below, Defendant shall not be required to pay more than the Gross Settlement
17 Amount.

18 2. Class Size. Defendant represents that the Class was comprised of
19 approximately 1,070 individuals who collectively worked approximately
20 9,500 Pay Periods during the Class Period. In regard hereto, the Settlement
21 Administrator will provide a declaration under penalty of perjury confirming
22 the number of Class Members and Pay Periods worked by the Class Members
23 within three (3) business days prior to filing of the Motion for Preliminary
24 Approval. No later than thirty (30) days after execution of this Settlement
25 Agreement, Defendant will provide the Settlement Administrator with the
26 Class Data in order to ensure the Settlement Administrator has sufficient time
27 to prepare the foregoing declaration prior to the filing of the motion for
28 Preliminary Approval. Should the number of Pay periods increase beyond

1 10% of the of the estimated 9,500 Pay Periods, then the Gross Settlement
2 Amount will increase proportionally according to the number of additional
3 Pay Periods. For example, if the number of Pay Periods during the Class
4 Period increases by 11%, then the Gross Settlement Amount shall be increased
5 by 11%.

6 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
7 into the QSF, through the Settlement Administrator on or before the Funding
8 Dates, as described in the terms of this Settlement Agreement. Any interest
9 accrued will be added to the NSA and distributed to the Settlement Class
10 Members except that if final approval is reversed on appeal, then Defendant
11 is entitled to prompt return of the principal and all interest accrued.

12 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
13 payroll taxes shall be paid together with the first installment of the Gross
14 Settlement Amount in accordance with the terms of the Settlement.

15 B. Release by Settlement Class Members. As of the last installment and full payment of
16 the Gross Settlement Amount by Defendant, in exchange for the consideration set forth
17 in this Agreement, Plaintiffs and the Settlement Class Members release the Released
18 Parties from the Released Class Claims for the Class Period.

19 C. Release by the Aggrieved Employees. As of the last installment and full payment of
20 the Gross Settlement Amount by Defendant, in exchange for the consideration set forth
21 in this Agreement, the Plaintiffs, the LWDA and the State of California release the
22 Released Parties from the Released PAGA Claims for the PAGA Period. As a result
23 of this release, the Aggrieved Employees shall be precluded from bringing claims
24 against Defendant for the Released PAGA Claims.

25 D. General Release by Plaintiff Joseph Castaneda. As of the last installment and full
26 payment of the Gross Settlement Amount by Defendant, for the consideration set forth
27 in this Agreement, Plaintiff Joseph Castaneda only, and not Plaintiff Jamal Shabazz,
28 waives, releases, acquits and forever discharges the Released Parties from any and all

1 claims, whether known or unknown, which exist or may exist on either Plaintiff Joseph
2 Castaneda's behalf as of the date of this Agreement, including but not limited to any
3 and all claims relating to Plaintiff's employment with Defendant, losses, debts,
4 expenses of whatever kind and character, known or unknown, suspected or
5 unsuspected, including any claims for attorneys' fees and costs, any and all tort claims,
6 contract claims, wage claims, wrongful termination claims, disability claims, benefit
7 claims, public policy claims, retaliation claims, statutory claims, personal injury
8 claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud
9 claims, quantum meruit claims, and any and all claims arising under any federal, state
10 or other governmental statute, law, regulation or ordinance, including, but not limited
11 to claims for violation of the Fair Labor Standards Act, the California Labor Code, the
12 Wage Orders of California's Industrial Welfare Commission, other state wage and
13 hour laws, the Americans with Disabilities Act, the Age Discrimination in
14 Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII
15 of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the
16 California Family Rights Act, the Family Medical Leave Act, California's
17 Whistleblower Protection Act, California Business & Professions Code Section 17200
18 et seq., and any and all claims arising under any federal, state or other governmental
19 statute, law, regulation or ordinance. Plaintiff Joseph Castaneda also waives and
20 relinquishes any and all claims, rights or benefits that he or she may have under
21 California Civil Code § 1542, which provides as follows:

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

1
2 Thus, notwithstanding the provisions of section 1542, and to implement a full and
3 complete release and discharge of the Released Parties, Plaintiff Joseph Castaneda
4 (hereinafter referred to as "Plaintiff" in this Section III(D)) expressly acknowledges
5 this Settlement Agreement is intended to include in its effect, without limitation, all
6 claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of
7 signing this Settlement Agreement, and that this Settlement Agreement contemplates
8 the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this
9 Settlement Agreement, including this waiver of California Civil Code section 1542,
10 and that Plaintiff has consulted with or had the opportunity to consult with counsel of
11 Plaintiff's choosing about this Settlement Agreement and specifically about the waiver
12 of section 1542, and that Plaintiff understands this Settlement Agreement and the
13 section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement
14 Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts
15 different from or in addition to those Plaintiff now knows or believes to be true
16 regarding the matters released or described in this Settlement Agreement, and even so
17 Plaintiff agrees that the releases and agreements contained in this Settlement
18 Agreement shall remain effective in all respects notwithstanding any later discovery
19 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
20 mistake in connection with the true facts involved in the matters, disputes, or
21 controversies released or described in this Settlement Agreement or with regard to any
22 facts now unknown to Plaintiff relating thereto.

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

- 25 1. The Court enters an order granting preliminary approval of the Settlement;
- 26 2. The Court enters an order granting final approval of the Settlement and a Final
27 Judgment;

3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendant fully funds the Gross Settlement Amount.

F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, 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 and Released PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

1. This Settlement Agreement 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;

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; and

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.

G. In the event that Defendant fails to fund the Gross Settlement Amount, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

H. Certification of the 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

1 Settlement is not approved by the Court, fails to become effective, or is reversed,
2 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
3 from obtaining a complete resolution of the Released Class Claims and Released
4 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
5 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
6 administrative or arbitral proceeding for any purpose or with respect to any issue,
7 substantive or procedural.

8 I. Tax Liability. The Parties make no representations as to the tax treatment or legal
9 effect of the payments called for, and Class Members and/or Aggrieved Employees are
10 not relying on any statement or representation by the Parties in this regard. Class
11 Members and/or Aggrieved Employees understand and agree that they will be
12 responsible for the payment of any taxes and penalties assessed on the Individual
13 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
14 Employee Payment described and will be solely responsible for any penalties or other
15 obligations resulting from their personal tax reporting of Individual Settlement
16 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
17 Payment.

18 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
19 the "acknowledging party" and each Party to this Agreement other than the
20 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
21 of this Agreement, and no written communication or disclosure between or among the
22 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
23 such communication or disclosure constitute or be construed or be relied upon as, tax
24 advice within the meaning of United States Treasury Department circular 230 (31 CFR
25 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
26 her or its own, independent legal and tax counsel for advice (including tax advice) in
27 connection with this Agreement, (b) has not entered into this Agreement based upon
28 the recommendation of any other Party or any attorney or advisor to any other Party,

1 and (c) is not entitled to rely upon any communication or disclosure by any attorney
2 or adviser to any other party to avoid any tax penalty that may be imposed on the
3 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
4 any limitation that protects the confidentiality of any such attorney's or adviser's tax
5 strategies (regardless of whether such limitation is legally binding) upon disclosure by
6 the acknowledging party of the tax treatment or tax structure of any transaction,
7 including any transaction contemplated by this Agreement.

8 K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
9 this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting
10 Preliminary Approval and supporting papers, which shall include this Settlement
11 Agreement. Plaintiffs will provide Defendant with a draft of the Motion at least three
12 (3) business days prior to the filing of the Motion to give Defendant an opportunity to
13 review and comment upon the Motion.

14 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
15 establishing and administering the QSF; calculating, processing and mailing payments
16 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
17 mailing the Notice Packets to the Class Members as directed by the Court; receiving
18 and reporting the objections and requests for exclusion; calculating, deducting and
19 remitting all legally required taxes from Individual Settlement Payments and
20 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
21 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
22 individual shares of the Aggrieved Employee Payment; processing and mailing tax
23 payments to the appropriate state and federal taxing authorities; reporting of all
24 required information to the appropriate taxing authorities regarding all payments made
25 pursuant to this Agreement; providing declaration(s) as necessary in support of
26 preliminary and/or final approval of this Settlement; and other tasks as the Parties
27 mutually agree or the Court orders the Settlement Administrator to perform. The
28 Settlement Administrator shall keep the Parties timely apprised of the performance of

all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of opt outs from the Settlement it receives (including the numbers of valid and deficient), and number of objections received.

M. Notice Procedure.

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

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment, the number of Pay Periods worked by each Class Member during the Class Period, and number of PAGA Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their

Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employees' share of the Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Pay Periods and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

b) The Notice Packet's mailing envelope shall include the following 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 Settlement 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 Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement 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 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the

1 Settlement Administrator shall promptly attempt to determine a correct
2 address by lawful use of skip-tracing, or other search using the name, address
3 and/or Social Security number of the Class Member involved, and shall then
4 perform a re-mailing, if another mailing address is identified by the Settlement
5 Administrator. In addition, if any Class Member who is currently employed
6 by Defendant, is returned to the Settlement Administrator, as non-delivered
7 and no forwarding address is provided, the Settlement Administrator shall
8 notify Defendant. Defendant will request that the currently employed Class
9 Member provide a corrected address and transmit to the Settlement
10 Administrator any corrected address provided by the Class Member. Class
11 Members who received a re-mailed Notice Packet shall have their Response
12 Deadline extended fifteen (15) days from the original Response Deadline.

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

23 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
24 by the Settlement Administrator concerning the administration of the
25 Settlement will be resolved by the Court under the laws of the State of
26 California. Before any such involvement of the Court, counsel for the Parties
27 will confer in good faith to resolve the disputes without the necessity of
28 involving the Court.

1 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
2 Packet shall state that Class Members who wish to exclude themselves from
3 the Settlement must submit a signed written request for exclusion to the
4 Settlement Administrator by the Response Deadline. The written request for
5 exclusion must state that the Class Member wishes to exclude himself or
6 herself from the Settlement and (1) must contain the name, address, and the
7 last four digits of the Social Security number of the person requesting
8 exclusion; (2) must be signed by the Class Member; (3) must be postmarked
9 or fax stamped by the Response Deadline and returned to the Settlement
10 Administrator at the specified address or fax telephone number; and (4)
11 contain a typewritten or handwritten notice stating in substance that the Class
12 Member has read the Class Notice and that he or she wishes to be excluded
13 from the settlement of the class action lawsuit entitled *Jamal Shabazz v. Mann*
14 & *Company, Inc.*, currently pending in Superior Court of Butte, Case No.
15 22CV02669. The request for exclusion will not be valid if it is not timely
16 submitted, if it is not signed by the Class Member, or if it does not contain the
17 name and address and last four digits of the Social Security number of the
18 Class Member. The date of the postmark on the mailing envelope or fax stamp
19 on the request for exclusion shall be the exclusive means used to determine
20 whether the request for exclusion was timely submitted. Any Class Member
21 who submits a timely request for exclusion shall be excluded from the
22 Settlement Class will not be entitled to an Individual Settlement Payment and
23 will not be otherwise bound by the terms of the Settlement or have any right
24 to object, appeal, or comment thereon. However, any Class Member that
25 submits a timely request for exclusion that is also an Aggrieved Employee
26 will still receive his/her pro rata share of the Aggrieved Employee Payment,
27 as specified below, and in consideration, will be bound by the Release by the
28 PAGA Class as set forth herein. Class Members who fail to submit a valid

1 and timely request for exclusion on or before the Response Deadline shall be
2 bound by all terms of the Settlement and any final judgment entered in this
3 Action if the Court approves the Settlement. No later than seven (7) calendar
4 days after the Response Deadline, the Settlement Administrator shall provide
5 counsel for the Parties with a final list of the Class Members who have timely
6 submitted timely requests for exclusion. At no time shall any of the Parties or
7 their counsel seek to solicit or otherwise encourage members of the Class to
8 submit requests for exclusion from the Settlement.

- 9 8. Objections. The Notice of Class Action Settlement contained in the Notice
10 Packet shall state that Class Members who wish to object to the Settlement
11 may submit to the Settlement Administrator a written statement of objection
12 (“Notice of Objection”) by the Response Deadline. The postmark date of
13 mailing shall be deemed the exclusive means for determining that a Notice of
14 Objection was served timely. The Notice of Objection, if in writing, must be
15 signed by the Settlement Class Member and state: (1) the case name and
16 number; (2) the name of the Settlement Class Member; (3) the address of the
17 Settlement Class Member; (4) the last four digits of the Settlement Class
18 Member’s Social Security number; (5) the basis for the objection; and (6) if
19 the Settlement Class Member intends to appear at the Final
20 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
21 to make objections in writing in the manner specified above may still make
22 their objections orally at the Final Approval/Settlement Fairness Hearing with
23 the Court’s permission. Settlement Class Members will have a right to appear
24 at the Final Approval/Settlement Fairness Hearing to have their objections
25 heard by the Court regardless of whether they submitted a written objection.
26 At no time shall any of the Parties or their counsel seek to solicit or otherwise
27 encourage Class Members to file or serve written objections to the Settlement
28 or appeal from the Order and Final Judgment. Class Members who submit a

1 written request for exclusion may not object to the Settlement. Class Members
2 may not object to the PAGA Payment.

3 N. Allocation of the Gross Settlement Amount.

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

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

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated and treated as 10% wages (“Wage
3 Portion”) and 90% 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 Penalty and Interest Portion of the
6 Individual Settlement Payments shall be reported on IRS Form 1099 issued
7 by the Settlement Agreement. The Settlement Administrator shall report all
8 required information to the appropriate taxing authorities regarding all
9 payments made pursuant to this Agreement.
- 10 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
11 Employee Settlement Payments shall be allocated and treated as 100%
12 penalties and shall be reported on IRS Form 1099.
- 13 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
14 individual shares of the PAGA Payment made to Settlement Class Members
15 and/or Aggrieved Employees under this Settlement Agreement, as well as any
16 other payments made pursuant to this Settlement Agreement, will not be
17 utilized to calculate any additional benefits under any benefit plans to which
18 any Class Members may be eligible, including, but not limited to profit-
19 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
20 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
21 Parties’ intention that this Settlement Agreement will not affect any rights,
22 contributions, or amounts to which any Class Members may be entitled under
23 any benefit plans.
- 24 6. All monies received by Settlement Class Members under the Settlement which
25 are attributable to wages shall constitute income to such Settlement Class
26 Members solely in the year in which such monies are received by the Settlement
27 Class Members. It is the intent of the Parties that Individual Settlement
28 Payments and individual shares of the PAGA Payment provided for in this

1 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 Plaintiffs, 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 Aggrieved Employee Payment.

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 fifteen
10 (15) days after the payment by Defendant of the first installment of the Gross
11 Settlement Amount.

12 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
13 Employees shall remain valid and negotiable for one hundred and eighty (180)
14 days from the date of their issuance. If a Settlement Class Member and/or
15 Aggrieved Employees does not cash his or her settlement check within ninety
16 (90) days, the Settlement Administrator will send a letter to such persons,
17 advising that the check will expire after the 180th day, and invite that
18 Settlement Class Member and/or Aggrieved Employees to request reissuance
19 in the event the check was destroyed, lost, or misplaced. In the event an
20 Individual Settlement Payment and/or Aggrieved Employees' individual
21 share of the PAGA Payment check has not been cashed within one hundred
22 and eighty (180) days, all funds represented by such uncashed checks, plus
23 any interest accrued thereon, shall be transmitted to the State Controller's
24 Unclaimed Property Fund in the name of the Class Member who did not claim
25 the funds.

26 9. Service Award. In addition to the Individual Settlement Payment as a
27 Settlement Class Member and their individual share of the Aggrieved
28 Employee Payment, Plaintiffs will apply to the Court for an award of not more

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

- 21 10. Class Counsel Award. Defendant understands, and will not oppose, a motion
22 for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount
23 currently estimated to be Two Hundred Fifty Thousand Dollars and Zero
24 Cents (\$250,000.00) **and** Attorneys' Expenses supported by declaration not to
25 exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Any
26 awarded Class Counsel Award shall be paid from the Gross Settlement
27 Amount. Any portion of the requested Attorneys' Fees and/or Attorneys'
28 Expenses that are not awarded to Class Counsel shall be part of the Net

1 Settlement Amount and shall be distributed to Settlement Class Members as
2 provided in this Agreement. The Settlement Administrator shall allocate and
3 pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount
4 after the Individual Settlement Payments and the Aggrieved Employees
5 Payments have been fully funded. Class Counsel shall be solely and legally
6 responsible to pay all applicable taxes on the payment made pursuant to this
7 paragraph. The Settlement Administrator shall issue an IRS Form 1099 —
8 MISC to Class Counsel for the payments made pursuant to this paragraph. If
9 the Court reduces or does not approve the requested Attorneys' Fees, Plaintiffs
10 and Class Counsel shall not have the right to revoke the Settlement, or to
11 appeal such order, and the Settlement will remain binding. The Class Counsel
12 Award shall be paid to Class Counsel no later than fifteen (15) calendar days
13 after the Gross Settlement Amount is funded in full.

- 14 11. PAGA Payment. Thirty Thousand Dollars and Zero Cents (\$30,000.00) shall
15 be allocated from the Gross Settlement Amount for settlement of claims for
16 civil penalties under the Private Attorneys General Act of 2004 ("PAGA
17 Payment"). The Settlement Administrator shall pay seventy-five percent
18 (75%) of the PAGA Payment (\$22,500.00) to the California Labor and
19 Workforce Development Agency no later than fifteen (15) calendar days after
20 the Effective Date (hereinafter "LWDA Payment"). Twenty-five percent
21 (25%) of the PAGA Payment (\$7,500.00) will be distributed to the Aggrieved
22 Employees as described in this Agreement (hereinafter "Aggrieved Employee
23 Payment"). For purposes of distributing the PAGA Payment to the Aggrieved
24 Employees, each Aggrieved Employee shall receive their pro-rata share of the
25 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
26 above. The LWDA payment shall be paid the LWDA no later than fifteen
27 (15) calendar days after the Gross Settlement Amount is funded in full
28

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$14,500.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Gross Settlement Amount is funded in full.

O. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiffs will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiffs' motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the amount of the average, lowest, and highest Aggrieved Employee Payments, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its

1 approval, and Judgment thereon, at the time Class Counsel files the Motion
2 for Final Approval.

3 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
4 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
5 Final Approval, including the Order Granting Final Approval of Class Action
6 Settlement, and Judgment at least five (5) business days in advance of filing with the
7 Court. The Parties and their counsel will cooperate with each other and use their best
8 efforts to affect the Court's approval of the Motions for Preliminary and Final
9 Approval of the Settlement, and entry of Judgment.

10 O. Cooperation. The Parties and their counsel will cooperate with each other and use
11 their best efforts to implement the Settlement.

12 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
13 except such proceedings necessary to implement and complete the Settlement, pending
14 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

15 Q. Amendment or Modification. This Agreement may be amended or modified only by
16 a written instrument signed by counsel for all Parties or their successors-in-interest.

17 R. Plaintiff Jamal Shabazz's Individual Claims. In addition to this Agreement and the
18 claims he is releasing hereby, Plaintiff Jamal Shabazz is entering into a separate
19 individual settlement agreement, which shall provide for a separate individual
20 payment, and which shall provide for an additional broad release, including a waiver
21 of Civil Code Section 1542. That release, waiver and discharge of all claims shall
22 include, but will not be limited to, any and all claims arising out of the Action, as well
23 as additional claims described in the individual settlement agreement, which are
24 separate and different from the claims alleged in the Action. The Parties acknowledge
25 such approval of this Agreement may require disclosure of the Individual Settlement,
26 and consent to same for that limited purpose.

27 S. Entire Agreement. Except with respect to Plaintiff Jamal Shabazz's individual
28 settlement agreement, described in paragraph "R" immediately above, this Agreement

1 and any attached Exhibit constitute the entire Agreement among these Parties, and no
2 oral or written representations, warranties or inducements have been made to any Party
3 concerning this Agreement or its Exhibit other than the representations, warranties and
4 covenants contained and memorialized in this Agreement and its Exhibit.

5 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
6 represent they are expressly authorized by the Parties whom they represent to negotiate
7 this Agreement and to take all appropriate Action required or permitted to be taken by
8 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
9 documents required to effectuate the terms of this Agreement. The persons signing
10 this Agreement on behalf of Defendant represents and warrants that he/she is
11 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and
12 warrant that they are authorized to sign this Agreement and that they have not assigned
13 any claim, or part of a claim, covered by this Settlement to a third-party.

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

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

26 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
27 shall be governed by and interpreted according to the laws of the State of California.
28

- 1 X. Counterparts. This Agreement may be executed in one or more counterparts. All
2 executed counterparts and each of them shall be deemed to be one and the same
3 instrument provided that counsel for the Parties to this Agreement shall exchange
4 among themselves copies or originals of the signed counterparts.
- 5 Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
6 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
7 Settlement after extensive arms-length negotiations, taking into account all relevant
8 factors, present and potential.
- 9 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
10 respect to the interpretation, implementation, and enforcement of the terms of this
11 Agreement and all orders and judgments entered in connection therewith, and the
12 Parties and their counsel submit to the jurisdiction of the Court for purposes of
13 interpreting, implementing and enforcing the settlement and all orders and judgments
14 entered in connection with this Agreement.
- 15 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
16 the Court shall first attempt to construe the provisions valid to the fullest extent
17 possible consistent with applicable precedents so as to define all provisions of this
18 Agreement valid and enforceable.
- 19 BB. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff
20 Jamal Shabazz and settled separately by an individual settlement agreement between
21 Plaintiff Jamal Shabazz and Defendant, as described in paragraph “R” above, Plaintiffs
22 and Class Counsel represent that they do not currently intend to pursue any claims
23 against the Released Parties, including, but not limited to, any and all claims relating
24 to or arising from Plaintiffs’ employment with Defendant, regardless of whether Class
25 Counsel is currently aware of any facts or legal theories upon which any claims or
26 causes of action could be brought against Released Parties, including those facts or
27 legal theories alleged in the operative complaint in this Action. The Parties further
28 acknowledge, understand, and agree that this representation is essential to the

1 Agreement and that this Agreement would not have been entered into were it not for
2 this representation.

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

5 DD. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
6 Released Class Claims and Released PAGA Claims have merit and give rise to liability
7 on the part of Defendant. Defendant denies that it or any of its parents, subsidiaries,
8 affiliates, or successors or any other releasee has engaged in any unlawful activity, has
9 failed to comply with the law in any respect, or has any liability to anyone under the
10 claims asserted in the litigation. This Agreement is entered into for the purpose of
11 compromising highly disputed claims. Nothing contained in this Agreement and no
12 documents referred to and no action taken to carry out this Agreement may be
13 construed or used as an admission by or against the Defendant or Plaintiffs or Class
14 Counsel as to the merits or lack thereof of the claims asserted or that Defendant has
15 any liability for any claims asserted. Other than as may be specifically set forth herein,
16 each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

17 EE. Defendant's Right to Withdraw. If the number of valid requests for exclusion identified
18 in the exclusion list exceeds 10% of the total of all Class Members, Defendant may,
19 but is not obligated to, elect to withdraw from the Settlement. The Parties agree that,
20 if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
21 whatsoever, and that neither Party will have any further obligation to perform under
22 this Agreement. Defendant will notify Class Counsel and the Court of its election to
23 withdraw 21 days after the Administrator sends the final exclusion list to Defendant's
24 counsel.

25 FF. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
26 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
27 Counsel by Defendant in connection with the mediation, other settlement negotiations,
28 or in connection with the Settlement, may be used only with respect to this Settlement,

1 and no other purpose, and may not be used in any way that violates any existing
2 contractual agreement, statute, or rule of court. Not later than 90 days after the date
3 when the Court discharges the Administrator’s obligation to provide a Declaration
4 confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper
5 and electronic versions of Class Data received from Defendants unless, prior to the
6 Court’s discharge of the Administrator’s obligation, Defendants make a written
7 request to Class Counsel for the return, rather than the destructions, of Class Data.

8
9 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

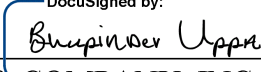
10 DATED: 04/30/2024 
Symba Rose (Apr 30, 2024 18:31 PDT)

11 Jamal Shabazz (aka Symba Rose)

12
13
14 DATED: 04/30/2024 
Joseph Castaneda (Apr 30, 2024 11:14 PDT)

15 Joseph Castaneda

16
17
18 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

19
20 DATED: 5/3/2024 
DocuSigned by: Bhupinder Uppal

21 MANN & COMPANY, INC.

22 Bhupinder Uppal

23 Printed Name

24 President

25 Title

26 ///

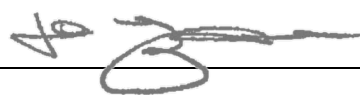
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1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: May 1, 2024

JCL LAW FIRM, A.P.C.

4 By: 
5

6 Attorneys for Plaintiffs and the Settlement Class
7 Members
8

9 DATED: May 1, 2024

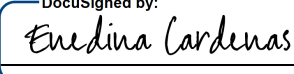
ZAKAY LAW GROUP, APLC

10 By: 
11

12 Attorneys for Plaintiffs and the Settlement Class
13 Members

14 DATED: 5/7/2024

HANSRA CARDENAS LLP

15 By: 
16

Jagdeep Hansra, Esq.

Enedina Cardenas, Esq.

Attorneys for Defendant
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EXHIBIT A

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

(Jamal Shabazz v. Mann & Company, Inc., Butte County Superior Court Case No. 22CV02669)

**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 Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Butte (the “Court”) has been reached between Plaintiffs Jamal Shabazz and Joseph Castaneda (“Plaintiffs”) and Defendant Mann & Company, Inc. (“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 persons who are or previously were employed by Mann & Company, Inc. in California and classified as non-exempt employees at any time during the period beginning November 14, 2018, to February 15, 2024 (“Class Period”).

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 September 6, 2022, Plaintiff Jamal Shabazz filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On November 14, 2022, Plaintiff Jamal Shabazz filed a Complaint (the “Class Complaint”) against Defendant in the Superior Court of the State of California, County of Butte. Plaintiff Jamal Shabazz asserted the following claims against Defendant: (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 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; and (8) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq*]. On [REDACTED], 2024, Plaintiff Jamal Shabazz filed a First Amended Complaint adding Plaintiff Joseph Castaneda to the Class Complaint (the “Action”).

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representatives are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment.

Defendant maintains it has fully complied with the law at all times. The settlement is not an admission that Defendant did anything wrong or an indication that any law was violated, and the Court has not ruled on whether Defendant has violated the law.

On February 15, 2024, the Parties participated in an all-day mediation with the Hon. Brian C. Walsh (Ret.), an experienced jurist and mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator’s settlement proposal and reached an agreement for settlement.

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement of the Action. That way, they avoid the cost of a trial, and members of the Class get compensation from the settlement.

The Court granted preliminary approval of the Settlement on <<[REDACTED] PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel. Plaintiffs who were appointed the Class Representatives by the Court and Class Counsel believe the settlement is best for all Class Members.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

Defendant will pay the Gross Settlement Amount in three (3) separate installations. First, Defendant will pay 60% of the Gross Settlement Amount (\$450,000.00), in addition to employer side payroll taxes, to the Settlement Administrator within sixty (60) calendar days following the Court’s Final Approval Order. Second, Defendant will pay 20% of the Gross Settlement Amount (\$150,000.00) to the Settlement Administrator within two hundred forty-three (243) calendar days following the Court’s Final Approval Order. Third, Defendant will pay the remaining 20% of the Gross Settlement Amount (\$150,000.00) to the Settlement Administrator within four hundred twenty-five (425) calendar days following the Court’s Final Approval Order.

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:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$14,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$250,000.00) and actually incurred litigation expenses of not more than \$15,000 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 Plaintiffs 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 of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$30,000.00 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$22,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$7,500.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs 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 Pay Periods for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's Pay Periods that occurred during the Class Period. A "Pay Period" is defined as a period of time during which a Class Member was issued a pay check during the Class Period by Defendant.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all 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 current and former non-exempt California employees employed by Defendant during the period from September 6, 2021 to February 15, 2024 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Ten percent (10%) 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. Ninety percent (90%) of each Individual Settlement Payment is allocated to penalties and pre-

judgment interest (“Penalty and Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment 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. As of the last installment and full payment of the Gross Settlement Amount by Defendant, Plaintiffs 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 *Jamal Shabazz v. Mann & Company, Inc.* action, which occurred during the Class Period, including but not limited to the failure to pay minimum wages, the failure to pay overtime wages, the failure to provide meal periods, the failure to pay meal period premium pay, the failure to provide rest periods, the failure to pay rest period premium pay, the failure to pay waiting-time penalties, the failure to maintain records, the failure to provide accurate itemized wage statements, the failure to reimburse, and other claims whatsoever that were alleged in this case or which arise out of such facts actually pled in the complaint, including without limitation all related claims for restitution and other equitable relief under Business and Professions Code section 17200 et seq., conversion, liquidated damages, punitive damages, penalties, statutory penalties, civil penalties under the Labor Code Private Attorneys General Act of 2004 for violations of Labor Code 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1174, 1194, 1197, and 2802, 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. As of the last installment and full payment 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 *Jamal Shabazz v. Mann & Company, Inc.* action and Plaintiff Jamal Shabazz’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 << >> Pay Periods worked during the Class Period (November 14, 2018 through February 15, 2024).

Based on this information, your estimated Individual Settlement Payment is << >>. The actual amount you receive may be or less than the estimated amount shown, depending on a number of factors including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs of suit.

Defendant's records reflect that you have << >> Pay Periods worked during the PAGA Period (September 16, 2021 through February 15, 2024).

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 Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your 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 Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

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 Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://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 PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. 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 *Jamal Shabazz v. Mann & Company, Inc.*, currently pending in Superior Court of Butte, Case No. 22CV02669. 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 ***Jamal Shabazz v. Mann & Company, Inc., Butte County Superior Court, Case No. 22CV02669***. 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 Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

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
Email: shani@zakaylaw.com

Counsel for Defendant:

Jagdeep Hansra, Esq.
Enedina Cardenas, Esq.
Hansra Cardenas LLP
10080 N. Wolfe Rd. Suite SW3-200
Cupertino, CA 95014
T: 408-475-7454
F: 415-295-5313
ec@ej-law.com
jh@ej-law.com

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 Butte County Superior Court, Department 1, located at 1775 Concord Ave, Chico, CA 95928, before Judge Tamara L. Mosbarger. 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 Settlement Administrator at 1-800-355-0700 or write to ***Jamal Shabazz v. Mann & Company, Inc., Butte County Superior Court, Case No. 22CV02669***, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o Apex Class Action LLC.

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 administrator's

website at <https://apexclassaction.com/>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement 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 Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Certificate Of Completion

Envelope Id: F33AD9A5F46348969E6FD77ECA8C33C2

Status: Completed

Subject: Please DocuSign this document: Final Class & PAGA SAR.pdf

Source Envelope:

Document Pages: 42

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Jagdeep Hansra

19063 Cox Ave

Saratoga, CA 95070

jh@ej-law.com

IP Address: 20.236.201.103

Record Tracking

Status: Original

5/2/2024 10:25:12 AM

Holder: Jagdeep Hansra

jh@ej-law.com

Location: DocuSign

Signer Events

Bhupinder Uppal

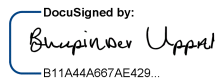
uppal.bob@gmail.com

President

Mann & Co Inc

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



B11A44A667AE429...

Signature Adoption: Pre-selected Style
Using IP Address: 73.202.23.41**Timestamp**

Sent: 5/2/2024 10:30:12 AM

Viewed: 5/3/2024 11:05:02 AM

Signed: 5/3/2024 11:05:08 AM

Electronic Record and Signature Disclosure:

Accepted: 5/3/2024 11:05:02 AM

ID: 62467ac4-770e-4f75-9b6d-bcb6b3a88e47

Enequina Cardenas

ec@ej-law.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:



D1E2B8056884461...

Signature Adoption: Pre-selected Style
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Signed: 5/7/2024 12:31:39 PM

Electronic Record and Signature Disclosure:

Accepted: 11/11/2021 11:00:52 AM

ID: 4d458f4b-f18e-43d3-a9c3-60281afa1bf8

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/2/2024 10:30:13 AM

Certified Delivered

Security Checked

5/7/2024 12:31:18 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	5/7/2024 12:31:39 PM
Completed	Security Checked	5/7/2024 12:31:39 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Hansra Cardenas LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Hansra Cardenas LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jh@ej-law.com

To advise Hansra Cardenas LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jh@ej-law.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Hansra Cardenas LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jh@ej-law.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Hansra Cardenas LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jh@ej-law.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Hansra Cardenas LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Hansra Cardenas LLP during the course of your relationship with Hansra Cardenas LLP.

EXHIBIT 2