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Attorneys for Plaintiff GRETA BARTEK

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

GRETA BARTEK, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

THE COMPUTER MERCHANT, LTD., a
Massachusetts corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 34-2023-00336866
[Complaint Filed: December 2, 2022]

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff Greta Bartek (hereinafter “Plaintiff”), an individual, on behalf
3 of herself, and on behalf of all persons similarly situated, and in her representative capacity on behalf
4 of the State of California and the Aggrieved Employees, and Defendant The Computer Merchant,
5 Ltd., a Massachusetts Corporation:

6 **I. DEFINITIONS**

- 7 A. “Action” means the putative class and representative action lawsuit titled *Greta*
8 *Bartek v. The Computer Merchant, LTD.*, Sacramento County Superior Court, Case
9 No. 34-2023-00336866, filed March 30, 2023.
- 10 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
11 Class and PAGA Action Claims and Release of Claims.
- 12 C. “Aggrieved Employees” means all non-exempt employees who worked for The
13 Computer Merchant in California during the PAGA Period.
- 14 D. “Aggrieved Employee Payment” means the twenty-five percent (25%) of the PAGA
15 Payment which is the amount of \$2,500, that will be distributed to the Aggrieved
16 Employees as described in this Agreement.
- 17 E. “Class” or the “Class Members” means all non-exempt employees who worked for
18 The Computer Merchant, Ltd. (“Computer Merchant”) in California at any time
19 during the Class Period.
- 20 F. “Class Counsel” means Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
21 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 22 G. “Class Counsel Award” means the award of fees and expenses that the Court
23 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
24 the Class Members and the Aggrieved Employees in the Action, consisting of
25 attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount
26 currently estimated to be \$83,333.33 out of \$250,000.00 plus costs of up to
27 \$25,000.00. Attorneys’ fees will be divided between Class Counsel in the following
28 percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

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H. “Class Data” means information regarding Class Members that Defendant will compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s full name; last known address; Social Security Number; start dates and end dates of employment.

I. “Class Period” means the period beginning March 24, 2019 to May 25, 2024.

J. “Class Representative” means plaintiff Greta Bartek.

K. “Court” means the Superior Court for the State of California, County of Sacramento currently presiding over the Action.

L. “Defendant” means The Computer Merchant, Ltd.

M. “Effective Date” means the date upon which all of the following events have occurred:

1. This Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
2. The Court has preliminarily approved the Settlement;
3. Notice has been properly given to Class Members, providing them an opportunity to opt out of the Class and Settlement as described in this Agreement;
4. The Court has held a Final Fairness and Approval Hearing and entered the Final Order and Judgment approving the Settlement; and
5. The later of: (a) sixty (60) days after the entry of the Final Order and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Order and Judgment, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded. In this regard, it is the intention of the Parties that the Effective Date of Settlement shall not be a date before the Court’s order approving the Settlement has become completely final, and

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there is no timely recourse by any person who seeks to object to or otherwise contest the Settlement.

- N. “Funding Date” means the date upon which Defendant has paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement which shall be within sixty (60) days of notice of entry of the Court’s order granting final approval, but if an objection to the settlement is made but no appeal is filed, then Defendant shall pay the Gross Settlement Amount to the Settlement Administrator within sixty (60) days of the expiration of the appeal period. If an appeal is filed, Defendant shall pay the Gross Settlement Amount to the Settlement Administrator within sixty (60) days of when the applicable appellate court has rendered a final decision or opinion affirming the Court’s final approval order and judgment without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.
- O. “Gross Settlement Amount” means Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000), inclusive of the sum of Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is all-in with no reversion and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.
- P. “Individual Settlement Payments” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.
- Q. “LWDA” means the Labor and Workforce Development Agency.
- R. “LWDA Payment” means the seventy-five percent (75%) of the PAGA Payment (\$7,500.00) payable to the to the LWDA.
- S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class Counsel Award, Service Award, PAGA Payment, and Settlement Administration Costs.

- 1 T. “Notice Packet” means the Class Notice to be provided to the Class Members by the
- 2 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
- 3 than formatting changes to facilitate printing by the Settlement Administrator).
- 4 U. “Operative Complaint” means the First Amended Complaint filed by Plaintiff on July
- 5 19, 2023 in the Sacramento Superior Court.
- 6 V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
- 7 Labor Code § 2698 *et seq.*
- 8 W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
- 9 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
- 10 Employees during the PAGA Period.
- 11 X. “PAGA Pay Periods” means the number of pay periods of employment during the
- 12 PAGA Period that each Aggrieved Employee worked in California.
- 13 Y. “PAGA Period” means the period beginning March 23, 2022 to May 25, 2024.
- 14 Z. “PAGA Payment” means Ten Thousand Dollars and Zero Cents (\$10,000.00) to be
- 15 allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted
- 16 in the Action.
- 17 AA. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
- 18 Plaintiff or Defendant, individually.
- 19 BB. “Payment Ratio” means the respective Workweeks for each Class Member divided
- 20 by the total Workweeks for all Class Members.
- 21 CC. “Plaintiff” means Greta Bartek.
- 22 DD. “QSF” means the Qualified Settlement Fund established, designated, and maintained
- 23 by the Settlement Administrator to fund the Gross Settlement Amount.
- 24 EE. “Released Class Claims” means all the claims asserted or that could have reasonably
- 25 been alleged arising out of the facts alleged in the Operative Complaint and any
- 26 amendments thereto during the Class Period including, but not limited to: (1) unfair
- 27 competition in violation of Business & Professions Code section 17200 *et seq.* arising
- 28 from the Labor Code violations listed hereinbelow; (2) failure to pay minimum wages

1 in violation of Labor Code sections 1194, 1197, 197.1; (3) failure to pay overtime
2 wages under Labor Code sections 510, et seq.; (4) failure to provide required meal
3 periods in violation of Labor Code sections 226.7, 512; (5) failure to provide required
4 rest periods under Labor Code sections 226.7, 512; (6) failure to provide accurate and
5 itemized wage statements in violation of Labor Code section 226; (7) failure to timely
6 pay wages when due in in violation of Labor Code sections 201, 202, 203; interest;
7 and attorney’s fees and costs per Code of Civil Procedure section 1021.5. Released
8 Class Claims does not include claims for vested benefits, except those triggered by a
9 settlement payment from this Agreement; wrongful termination, unemployment
10 insurance; disability; social security; and workers’ compensation.

11 FF. “Released PAGA Claims” means the release from the LWDA and Aggrieved
12 Employees of all claims for PAGA penalties asserted or that could have reasonably
13 been alleged arising out of the facts alleged in the operative complaint and any
14 amendments thereto and Plaintiff’s letter to the LWDA which occurred during the
15 PAGA Period, including, but not limited to: Labor Code sections 201, 201.3, 202,
16 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174,
17 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, 2699, and 2699.3.

18 GG. “Released Parties” collectively means: (1) The Computer Merchant, Ltd.; (ii)
19 Gainwell Technologies, LLC; (iii) Adventist Health; (iv) DXC Technology Services
20 LLC; (v) Magnit (PROUnlimited, Inc.); (vi) Volt Workforce Solutions; (vii) RTX
21 Corporation (Raytheon Technologies Corporation); (viii) Ernst and Young LLP; (ix)
22 any end clients to whom Class Members were assigned; (x) each of the foregoing’s
23 respective past, present and future parents, subsidiaries, and affiliates including,
24 without limitation, any corporation, limited liability company, partnership, trust,
25 foundation, and non-profit entity which controls, is controlled by, or is under common
26 control with The Computer Merchant, Ltd.; (xi) the past, present and future
27 shareholders, directors, officers, agents, employees, attorneys, insurers, members,
28 partners, managers, contractors, agents, consultants, representatives, administrators,

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fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (xii) any individual or entity which could be jointly liable with any of the foregoing, including, but not limited to, temporary staffing agencies.

HH. “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 disputes, requests for exclusion or objections to the Settlement.-Neither side shall encourage any Class Member to opt out.

II. “Service Award” means an award in the amount of Seven Thousand Five Hundred Dollars (\$7,500) or in an amount that the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and her individual Aggrieved Employee Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action.

JJ. “Settlement” means the disposition of the Action pursuant to this Agreement.

KK. “Settlement Administration Costs” means 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 \$7,990.00.

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

1 MM. “Settlement Class Members” or “Settlement Class” means all Class Members who
2 have not submitted a timely and valid request for exclusion as provided in this
3 Agreement.

4 NN. “Workweek” means a seven (7) consecutive day period during the Class Period
5 beginning on Sunday and ending on Saturday, in which a Class Member worked for
6 Defendant during the Class Period in California.

7 **II. RECITALS**

8 A. On March 30, 2023, Plaintiff filed a Class Action complaint in the Sacramento
9 Superior Court, Case No. 34-2023-00336866 (“Class Action”), alleging claims for:

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

23 B. On March 23, 2023, Plaintiff filed a Notice of Violations with the Labor and
24 Workforce Development Agency (LWDA) and served the same on Defendant.

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

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative, alleged in the Operative Complaint, and/or alleged in the Class Representative’s PAGA notices to the LWDA are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

E. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant agrees to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

F. On June 28, 2023, the Parties stipulated to the filing of a First Amended Complaint. On July 19, 2023, the First Amended Complaint was filed.

1 G. On March 25, 2024, the Parties participated in mediation presided over by Judge Carl
2 West (Ret.), a respected jurist and an experienced mediator of wage and hour class
3 and PAGA actions. At the conclusion of the mediation, the Parties accepted a
4 Mediator’s settlement proposal, which was subsequently memorialized in the form of
5 a Memorandum of Understanding.

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

14 I. The Parties believe that the Settlement is fair, reasonable, and adequate. The
15 Settlement was arrived at through arm’s-length negotiations, considering all relevant
16 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
17 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
18 settle, compromise and discharge all disputes and claims arising from or relating to
19 the Action fully, finally, and forever.

20 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
21 for any reason the settlement does not become effective, Defendant reserves the right
22 to contest certification of any class for any reason and reserve all available defenses
23 to the claims in the Action. The Settlement, this Agreement, and the Parties’
24 willingness to settle the Action will have no bearing on and will not be admissible in
25 connection with any litigation.

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

27 **III. TERMS OF AGREEMENT**

28 A. Settlement Consideration and Settlement Payments by Defendant.

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1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.2 below, Defendant shall not be required to pay more than the Gross Settlement Amount.
2. Class Size. Defendant represents that the Class was comprised of approximately 166 individuals who collectively worked approximately 4,356 Workweeks during the Class Period. Defendant will provide a declaration under penalty of perjury confirming the number of Class Members and Workweeks worked by the Class Members within three (3) business days prior to filing of the Motion for Preliminary Approval. Should the Workweeks increase beyond 10% of the of the estimated 4,356 Workweeks (*i.e.*, more than 4,792 Workweeks), Defendant shall notify Plaintiff that it will, at Defendant's sole discretion, either (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above ten percent (10%) (*e.g.*, if the number of Workweeks is 12 percent greater than 4,356, the Gross Settlement Amount will increase by an additional two percent).
3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal,

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then Defendant shall be entitled to prompt return of the principal and all interest accrued.

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

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

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

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

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final 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.

E. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, this Settlement Agreement fails to become effective, or this Settlement Agreement is reversed, withdrawn, or modified by the

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Court, or the Court in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims:

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.

F. In the event that Defendant fails to fully fund the Gross Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and Defendant’s counsel within three (3) business days of the missed payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to the Settlement Administrator. In the event Defendant fails to cure the default within the times set forth herein, Plaintiff may elect to enter judgment against Defendant, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date, and Plaintiff will be entitled to recover interest at ten percent (10%) per year from the due date for such payment and reasonable attorneys’ fees and costs.

G. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for settlement purposes only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be

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void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

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

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

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strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. As soon thereafter as practicable after the execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff 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 review and comment upon the Motion.

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The 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.

L. Notice Procedure.

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1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, 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 Workweeks 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' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved

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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 and electronic 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 Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Class Member who is currently employed

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by Defendant, is returned to the Settlement Administrator, as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant’s records regarding the Workweeks, to provide documentation and/or an explanation to dispute the Workweeks credited on or before the Response Deadline. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator’s determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

6. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a signed copy of the Request for Exclusion form to the Settlement Administrator by the Response Deadline. A Request for Exclusion form will be mailed together with the Notice Packet to all Class Members. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who submits a timely Request for Exclusion shall be excluded from the

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Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, any Class Member that submits a timely Request for Exclusion that is also an Aggrieved Employee will still receive his/her pro rata share of the Aggrieved Employee Payment, and will be bound by the Release by the Aggrieved Employees as set forth herein. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted timely Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

In the event that more than 5% of the Class Members submit Requests for Exclusions, Defendant, at its sole discretion, may void this Agreement by providing written notice to Plaintiff’s Counsel no later than ten business days after the Response Deadline. If Defendant chooses to void this Agreement, it shall bear the costs of Settlement Administration Costs.

7. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the

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Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

M. Allocation of the Gross Settlement Amount.

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

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requests for exclusion on a pro rata basis based on their respective Payment Ratios.

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated as follows: 20% wages (“Wage Portion”), and 80% penalties (“Penalties Portion”) and pre-judgment interest (“Interest Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment 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,

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sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiff, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fifteen (15) days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employees does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employees to request reissuance in the event the check was destroyed, lost, or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employees' individual

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share of the PAGA Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to Koinonia Family Services a Cy Pres organization in accordance with Code of Civil Procedure Section 384.

9. Service Award. In addition to the Individual Settlement Payment as a Settlement Class Member and his individual share of the Aggrieved Employee Payment, Plaintiff will apply to the Court for an award of not more than \$7,500.00, as the Service Award. Defendant will not oppose a Service Award of not more than \$7,500.00 for Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

10. Class Counsel Award. Defendant will not oppose, a motion for Attorneys’ Fees not to exceed one-third of the Gross Settlement Amount currently estimated to be Eighty-Three Thousand and Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33) *and* Attorneys’ Expenses

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supported by declaration not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys’ Fees and/or Attorneys’ Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys’ Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Attorneys’ Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA Payment”). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$7,500) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Effective Date (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA Payment (\$2,500) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

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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 \$7,990.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Effective Date.

N. Final Approval Motion. Class Counsel and Plaintiff 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. Plaintiff 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 Plaintiff’s 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

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

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

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

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

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

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

S. Entire Agreement. Except with respect to Plaintiff’s individual settlement agreement, described in paragraph “R” immediately above, this Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written

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representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

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

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

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

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

X. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same

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instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

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

Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

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

BB. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff and settled separately by an individual settlement agreement between the Parties described in paragraph “R” above, Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff’s employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.


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

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

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

2 DATED: 08/27/2024


Greta bartek (Aug 27, 2024 12:44 PDT)

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GRETA BARTEK

5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

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7 DATED: 8/29/2024



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THE COMPUTER MERCHANT, LTD.

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John R. Danieli

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Printed Name

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President & CEO

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Title

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1 IT IS SO AGREED AS TO FORM BY COUNSEL:

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3 DATED: 08/29/2024

JCL LAW FIRM, A.P.C.

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By:  _____

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Attorneys for Plaintiff and the Settlement Class
Members

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9 DATED: 08/29/2024

ZAKAY LAW GROUP, APLC

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By:  _____

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Attorneys for Plaintiff and the Settlement Class
Members

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14 DATED: 08.29.24

JACKSON LEWIS, P.C.

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By:  _____

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Nathan W. Austin, Esq.

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Keelia K. Lee, Esq.

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Attorneys for Defendant

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EXHIBIT A

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

***Greta Bartek v. The Computer Merchant, Ltd., et al.*, currently pending in Superior Court of Sacramento,
Case No. 34-2023-00336866**

**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 Sacramento (the “Court”) has been reached between Plaintiff Greta Bartek (“Plaintiff”) and Defendant The Computer Merchant, Ltd. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who worked for The Computer Merchant, Ltd. (“Computer Merchant”) in California, at any time during the period beginning March 24, 2019 through May 25, 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 March 30, 2023, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Sacramento. Plaintiff 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; and (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203. On March 23, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On July 19, 2023, Plaintiff filed a First Amended Complaint in Sacramento Superior Court, Case No. 34-2023-00336866, adding a single cause of action for violations of PAGA (the “Action”).

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

On March 25, 2024, the Parties participated in an all-day mediation with Judge Carl West (Ret), an experienced 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 granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) (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.

After the settlement becomes final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. The settlement becomes final on the date when the Court enters a judgment approving the settlement, and the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

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

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$7,990.00 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 \$83,333.33) and actually incurred litigation expenses of not more than \$25,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate his for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.

- PAGA Payment. A payment of \$10,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 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 workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- 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 non-exempt employees who worked for Computer Merchant in California at any time during the period beginning March 23, 2022 to May 25, 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. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion") and pre-judgment interest ("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. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all the claims asserted or that could have reasonably been alleged arising out of the facts alleged in the operative complaint and any amendments thereto which occurred during the Class Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding 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 claims for PAGA penalties asserted or that could have reasonably been alleged arising out of the facts alleged in the operative complaint and any amendments thereto and Plaintiff's letter to the LWDA which occurred during the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period March 24, 2019 to May 25, 2024.

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (March 23, 2022 to May 25, 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 www._____.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. 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 *Greta Bartek v. The Computer Merchant, Ltd., et al.*, currently pending in Superior Court of Sacramento, Case No. 34-2023-00336866. 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 *Greta Bartek v. The Computer Merchant, Ltd., et al.*, **currently pending in Superior Court of Sacramento, Case No. 34-2023-00336866.** 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 _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164 Irvine, CA 92618.

The addresses for the Parties’ counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

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Counsel for Defendant:

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Keelia K. Lee, Esq.
Jackson Lewis P.C.
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keelia.lee@jacksonlewis.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 _____, at _____ before Judge _____. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to *Greta Bartek v. The Computer Merchant, Ltd., et al.*, currently pending in Superior Court of Sacramento, Case No. 34-2023-00336866., Settlement Administrator, 18 Technology Drive, Suite 164 Irvine, CA 92618 c/o _____.

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 www.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 Community Law Project, a Cy Pres, in accordance with Code of Civil Procedure, Section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.