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10  
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SAN JOAQUIN**

14 ANGELA SMITH, an individual;  
KASSANDRA HERNDON, an individual;  
15 on behalf of themselves and all others  
similarly situated and the general public,  
16  
Plaintiffs,  
17  
vs.  
18  
19 AGREEYA SOLUTIONS, INC., a  
California corporation; and DOES 1 through  
20 100, inclusive,  
21  
Defendants.

Filed MAY 21 2025  
STEPHANIE BOHRER, CLERK  
By [Signature]  
DEPUTY

Case No.: STK-CV-UOE-2023-0002783  
Honorable Esmeralda Zendejas  
Department 11A  
E2

~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT

Date: May 8, 2025  
May 10, 2025  
May 17, 2025  
May 18, 2025  
May 23, 2025  
Time: 09:00 a.m.  
Dept.: 11A

Complaint Filed: March 22, 2023  
FAC Filed: May 16, 2023  
SAC Filed: February 13, 2025  
Trial Date: Not Set

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Attorneys for Plaintiff Kassandra Herndon

1 [PROPOSED] ORDER

2 On May 21, 2015 at 9:00 (a.m.) p.m. in Department 11A of the above-captioned Court  
3 located at 180 East Weber Avenue, 2<sup>nd</sup> Floor, Stockton, California 95202, Plaintiffs Angela Smith's  
4 and Kassandra Herndon's ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA  
5 Settlement, came on for hearing before the Honorable Esmeralda Zendejas. Bartz Law Group, APC  
6 and United Employees Law Group, PC appeared on behalf of Plaintiff Angela Smith ("Plaintiff  
7 Smith"), Blackstone Law, APC appeared on behalf of Plaintiff Kassandra Herndon ("Plaintiff  
8 Herndon"), and Duggan McHugh Law Corporation appeared on behalf of Defendant AgreeYa  
9 Solutions, Inc. ("Defendant").

10 The Court, having carefully considered the papers, argument of counsel, and all matters  
11 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary  
12 Approval of Class Action and PAGA Settlement.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
15 Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Declaration of  
16 Jonathan M. Genish in Support of Plaintiff's Motion for Preliminary Approval of Class Action and  
17 PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range  
18 of possible approval as fair, adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement, and  
20 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the  
21 Settlement Agreement.

22 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and  
23 reasonable. It appears to the Court that extensive investigation and research have been conducted such  
24 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It  
25 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by  
26 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of  
27 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and  
28 non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the

1 Attorneys' Fees and Costs, Service Awards, LWDA Payment, Settlement Administration Costs, and  
2 payments to the Settlement Class Members and PAGA Employees provided for in the Settlement  
3 Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be  
4 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being  
5 granted as part of the Settlement and preliminarily finds that the monetary settlement awards made  
6 available to the Class Members and PAGA Employees are fair, adequate, and reasonable when  
7 balanced against the probable outcome of further litigation relating to certification, liability, and  
8 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets the  
10 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)  
11 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;  
12 (b) common questions of law and fact predominate, and there is a well-defined community of interest  
13 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs'  
14 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately  
15 protect the interests of the members of the Class; (e) a class action is superior to other available  
16 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as  
17 counsel for Plaintiffs in each of their individual capacities and as the representatives of the Class.

18 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as  
19 follows:

20 All non-exempt, hourly employees who have worked for, or continue to work for  
21 Defendant within the State of California at any time during the Class Period.

22 (The Class Period is defined as the period from August 10, 2018 through  
23 Preliminary Approval.)

24 7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan Clarke, P.J. Van  
25 Ert, and Annabel Blanchard of Blackstone Law, APC and Aaron Bartz of Bartz Law Group, APC, and  
26 Walter L. Haines of United Employees Law Group, PC as counsel for the Class ("Class Counsel").

27 8. The Court provisionally appoints Plaintiff Angela Smith as the representative of the  
28 Class ("Class Representative").

9. The Court provisionally appoints Plaintiff Cassandra Herndon as the representative of

1 the Class ("Class Representative").

2 10. The Court provisionally appoints Apex Class Action Administration to handle the  
3 administration of the Settlement ("Settlement Administrator").

4 11. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the  
5 Settlement Administrator with the following information about each Class Member: full name, last  
6 known mailing address, telephone number and/or email (to the extent available), Social Security  
7 number, dates worked for Defendant during the Class Period, pay periods worked for Defendant  
8 during the PAGA Period (if applicable), and such other information as is necessary for the Settlement  
9 Administrator to calculate Workweeks and Pay Periods (collectively referred to as the "Class List")  
10 in conformity with the Settlement Agreement.

11 12. The Court approves, both as to form and content, the Notice of Class Action Settlement  
12 ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members  
13 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to  
14 fully and accurately inform the Class Members of all material elements of the Settlement, of Class  
15 Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of  
16 Class Members' right to dispute the Workweeks and/or PAGA Workweeks credited to each of them  
17 by submitting a Workweeks Dispute, and of each Settlement Class Member's right and opportunity to  
18 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.  
19 The Court further finds that distribution of the Class Notice substantially in the manner and form set  
20 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement  
21 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient  
22 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail  
23 the Class Notice in English by First-Class U.S. Mail to all Class Members within twenty-one (21)  
24 calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

25 13. The Court hereby preliminarily approves the proposed procedure, set forth in the  
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
27 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity  
28 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or

1 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the  
2 Settlement Administrator to Class Members ("Response Deadline"). Any such person who timely and  
3 validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any  
4 recovery under the Class Settlement and will not be bound by the Class Settlement or have any right  
5 to object, appeal, or comment thereon. Nevertheless, all PAGA Employees will be bound by the  
6 PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a  
7 Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion  
8 (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment  
9 based thereon.

10 14. A Final Approval Hearing shall be held before this Court on  
11 October 1, 2025 at 9:00 (a.m.)/p.m. in Department 11B of the San Joaquin  
12 County Superior Court, located at 180 East Weber Avenue, 2<sup>nd</sup> Floor, Stockton, California 95202, to  
13 determine all necessary matters concerning the Settlement, including: whether the proposed settlement  
14 of the action on the terms and conditions provided for in the Settlement is fair, adequate, and  
15 reasonable and should be finally approved by the Court; whether a judgment, as provided in the  
16 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should  
17 be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and  
18 determine whether to approve the requests for the Attorneys' Fees and Costs, Service Awards,  
19 Settlement Administration Costs, and allocation for the PAGA Amount.

20 15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
21 Fees and Costs, Service Awards, and Settlement Administration Costs, along with the appropriate  
22 declarations and supporting evidence, including the Settlement Administrator's declaration, by  
23 Sept. 8, 2025, to be heard at the Final Approval Hearing.

24 16. To object to the Class Settlement, a Settlement Class Member must submit their Notice  
25 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of  
26 Objection must be signed and must contain the information that is required, as set forth in the Class  
27 Notice, including and not limited to the grounds for the objection. Settlement Class Members,  
28 individually or through counsel, may also present their objection orally at the Final Approval Hearing,


1 regardless of whether they have submitted a Notice of Objection.

2 17. In the event the Settlement does not become effective in accordance with the terms of  
3 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails  
4 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and  
5 the parties shall revert back to their respective positions as of before entering into the Settlement  
6 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible  
7 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

8 18. The Court reserves the right to adjourn or continue the date of the Final Approval  
9 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
10 Members and retains jurisdiction to consider all further applications arising out of or connected with  
11 the Settlement.

12 **IT IS SO ORDERED.**

13 Dated: 5-21-25

  
14 Honorable Esmeralda Zendejas  
15 Judge of the Superior Court  
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**EXHIBIT 1**



1 **NOTICE OF CLASS ACTION SETTLEMENT**

2 *Angela Smith v. AgreeYa Solutions, Inc.,*

3 Superior Court of California for the County of San Joaquin, Case No. STK-CV-UOE-2023-0002783

4 **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

5 **You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

6 **You do not need to take any action to receive a settlement payment.**

7 **This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

8 **YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Kassandra Herndon and Angela Smith ("Plaintiffs") and Defendant AgreeYa Solutions, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Angela Smith v. AgreeYa Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

9 **I. IMPORTANT DEFINITIONS**

10 "Class" or "Class Member(s)" means all non-exempt, hourly employees who have worked for, or continue to work for Defendant within the State of California at any time during the Class Period.

11 "Class Period" means the period from August 10, 2018 through Preliminary Approval.

12 "Class Settlement" means the settlement and resolution of all Released Class Claims.

13 "PAGA Employee(s)" means all non-exempt, hourly employees who have worked for, or continue to work for Defendant within the State of California at any time during the PAGA Period.

14 "PAGA Period" means the period from March 8, 2022 through Preliminary Approval.

15 "PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

16 **II. BACKGROUND OF THE ACTION**

17 On August 9, 2022, Plaintiff Kassandra Herndon ("Plaintiff Herndon") provided written notice to the California Labor and Workforce Development Agency ("LDWA") by online submission and to the Defendant of the specific provisions of the California Labor Code that Plaintiff Herndon contends were violated ("Herndon PAGA Letter"). On March 8, 2023, Plaintiff Angela Smith ("Plaintiff Smith") provided written notice to the California Labor and Workforce Development Agency ("LDWA") and Defendant of the specific provisions of the California Labor Code that Plaintiff Smith contends were violated ("Smith PAGA Letter"). (Together, the Herndon PAGA Letter and the Smith PAGA Letter shall be referred to as the "PAGA Letters.")

18 On August 10, 2022, Plaintiff Herndon commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the case entitled *Kassandra Herndon v. AgreeYa Solutions, Inc.*, Sacramento County Superior Court Case No. 34-2022-00324963 ("Herndon Action"). On March 22, 2023, Plaintiff Smith commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the above-referenced Action, entitled *Angela Smith v. AgreeYa Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783. On May 16, 2023, Plaintiff Smith filed a First Amended Class and PAGA Complaint ("Smith FAC") in the Action, adding a cause of action for civil penalties pursuant to PAGA. On February 11, 2025, Plaintiff Smith filed a Second Amended Class and PAGA Complaint to consolidate into the Action all claims from the Herndon Action and to add Plaintiff Herndon as a named plaintiff.

1 Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal  
2 and rest breaks and associated premiums, timely pay wages during employment and upon termination of  
3 employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business  
4 expenses, and thereby engaged in unfair business practices in violation of the California Business and  
5 Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys  
6 General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among  
7 other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses,  
8 restitution, penalties, interest, and attorneys' fees and costs.

9 Defendant denies all of the allegations in the Action or that it violated any law.

10 The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached  
11 a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement  
12 ("Settlement" or "Settlement Agreement").

13 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The  
14 Court has appointed Apex Class Action Administration as the administrator of the Settlement ("Settlement  
15 Administrator"), Plaintiffs Kassandra Herndon and Angela Smith as representatives of the Class ("Class  
16 Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish  
Barbara DuVan-Clarke  
P.J. Van Ert

Annabel Blanchard  
**Blackstone Law, APC**

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21 If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you  
22 have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an  
23 Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay  
24 Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a  
25 PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have  
26 the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound  
27 to the PAGA Settlement if the Court grants final approval of the Settlement.

28 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is  
intended or will be construed as an admission by Defendant that the claims in the Action have merit or that  
Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and  
their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of  
continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class  
Members, the State of California, and PAGA Employees.

1 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

2 **A. Settlement Formula**

3 The total gross settlement amount is Eight Hundred Twenty Five Thousand Dollars and No Cents (\$825,000.00)  
4 (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to  
5 Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross  
6 Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees,  
7 in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$288,750.00), and  
8 reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars and No  
9 Cents (\$40,000.00) to Class Counsel; (2) Service Awards in an amount not to exceed Seven-Thousand Five  
Hundred Dollars *each*, for a total of Fifteen Thousand Dollars (\$15,000.00) to Plaintiffs for their services in the  
Action; (3) the amount of Fifty Thousand Dollars and No Cents (\$50,000.00) allocated toward civil penalties  
under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$37,500.00)  
("LWDA Payment") and the remaining 25% (\$12,500.00) will be distributed to PAGA Employees ("PAGA  
Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Nine  
Hundred Ninety Dollars (\$9,990.00) to the Settlement Administrator.

10 Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net  
11 Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked  
12 for Defendant as an hourly-paid employee in California during the Class Period. ("Workweeks"). The  
13 Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to  
14 yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the  
Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be  
entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do  
not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final  
Individual Settlement Payment.

15 Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on an  
16 IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported  
17 on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the  
18 employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual  
Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment").  
The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement  
Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement  
Amount.

19 PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the  
20 PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA  
21 Employee worked for Defendant as a non-exempt, hourly employee in California during the PAGA Period.  
22 ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the  
PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and  
multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA  
Employee's Individual PAGA Payment.

23 Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject  
24 to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

25 If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement  
26 Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on  
27 file with the Settlement Administrator. If the address to which this Class Notice was mailed is not correct,  
or if you move after you receive this Class Notice, you must provide your correct mailing address to the  
Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled  
to under the Settlement.

28 **B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records**

According to Defendant's records:

- From August 10, 2018 through Preliminary Approval (i.e., the Class Period), you are credited as having worked [ ] Workweeks.
- From March 8, 2022 through Preliminary Approval (i.e., the PAGA Period), you are credited as having worked [ ] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Angela Smith v. AgreeYa Solutions, Inc.*, Case No STK-CV-UOE-2023-0002783); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

**C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ . The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

**D. Release of Claims**

Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 200, 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200, *et seq.* and any other claims, including claims for statutory penalties, pertaining to the Class Members.

1 "Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA  
2 Letters and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private  
3 Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys'  
4 fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide  
5 compliant meal and rest periods and associated premium payments, timely pay wages during employment and  
upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in  
violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1,  
1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

6 "Released Parties" means Defendant and its current and former owners, officers, shareholders, directors, agents,  
7 employees, attorneys, and insurers.

8 **E. Attorneys' Fees and Costs to Class Counsel**

9 Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross  
10 Settlement Amount (i.e., \$288,750.00) and reimbursement of litigation costs and expenses in an amount not to  
11 exceed Forty Thousand Dollars and No Cents (\$40,000.00) (collectively, "Attorneys' Fees and Costs"), subject  
12 to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross  
Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and  
PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been  
paying all litigation costs and expenses.

13 **F. Service Awards to Plaintiffs**

14 Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars *each*, for a total of Fifteen Thousand  
15 Dollars (\$15,000.00) ("Service Awards"), in recognition of their services in connection with the Action. The  
16 Service Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if  
17 awarded, it will be paid to Plaintiffs in addition to each of their Individual Settlement Payment and Individual  
18 PAGA Payment that they are entitled to under the Settlement.

19 **G. Settlement Administration Costs to Settlement Administrator**

20 Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Nine Hundred Ninety  
21 Dollars (\$9,990.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration  
22 process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing  
23 Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement  
24 Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax  
25 forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the  
26 Court.

27 **IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

28 **A. Participate in the Settlement**

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do  
not have to do anything. You will automatically be included in the Class Settlement and issued your Individual  
Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the  
Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the  
Court based thereon, and you will release the Released Class Claims against the Released Parties as described  
in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be  
included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by  
the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you  
will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

1 As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment  
2 of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will  
be responsible for your own attorney's fees and expenses.

3 **B. Request Exclusion from the Class Settlement**

4 Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for  
Exclusion") to the Settlement Administrator, at the following address:

5 [Settlement Administrator]  
6 [Mailing Address]

7 A Request for Exclusion must: (a) contain the case name and number of the Action (*Angela Smith v. AgreeYa*  
8 *Solutions, Inc.*, Case No. STK-CV-UOE-2023-0002783); (b) contain your full name, signature, address,  
9 telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish  
to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the  
specified address above, postmarked **on or before [Response Deadline]**.

10 If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request  
11 for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement  
12 (and the release of Released Class Claims described in Section III.D above), and will not have any right to object  
13 to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request  
14 for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement,  
including those pertaining to the release of claims described in Section III.D above, as well as any judgment that  
may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the  
release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA  
Payment, irrespective of whether they submit a Request for Exclusion.

15 **C. Object to the Class Settlement**

16 You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting  
a written objection ("Notice of Objection") to the Settlement Administrator.

17 The Notice of Objection must: (a) contain the case name and number of the Action (*Angela Smith v. AgreeYa*  
18 *Solutions, Inc.*, Case No. STK-CV-UOE-2023-0002783 ); (b) contain your full name, signature, address,  
19 telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of  
all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any  
papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the  
Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before**  
20 **[Response Deadline]**.

21 You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you  
have submitted a Notice of Objection.

22 **V. FINAL APPROVAL HEARING**

23 The Court will hold a Final Approval Hearing in Department \_\_ of the San Joaquin County Superior Court,  
located at 180 E Weber Ave, Stockton, CA 95202, on [date], at [time], to determine whether the Settlement  
should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant  
the Attorneys' Fees and Costs to Class Counsel, Service Awards to Plaintiffs, and Settlement Administration  
Costs to the Settlement Administrator.

25 The Final Approval Hearing may be continued without further notice to the Class Members and PAGA  
Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you  
wish to.

26 [Insert instructions on how to appear remotely for the Court]  
27  
28

1 **VI. ADDITIONAL INFORMATION**

2 The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the  
3 Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on  
file with the Court.

4 You may view the Settlement Agreement and other documents filed in the Action by visiting the Court's website  
at <https://www.sjcourts.org/> , selecting the "Online Services" drop-down menu, selecting "Case Management  
5 Search" and opting for the Case Search by Case Number, and entering case number STK-CV-UOE-2023-  
0002783.

6 You may also visit the Settlement Administrator's website at \_\_\_\_\_ for key documents in the Action.

7 **PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR  
INFORMATION REGARDING THIS SETTLEMENT.**

8 **IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT  
THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS  
9 COUNSEL.**